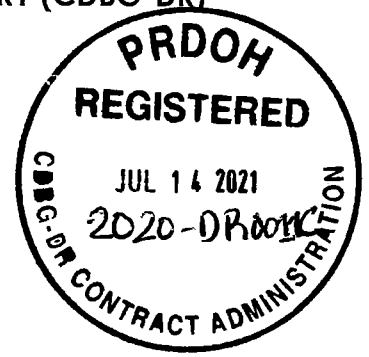




**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)
HOUSING COUNSELING PROGRAM**

**AMENDMENT C TO the SUBRECIPIENT AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
ONE STOP CAREER CENTER OF PUERTO RICO, INC.**

Contract No. 2020-DR0011
As amended by Contract No. 2020-DR0011B



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THIS **AMENDMENT C** TO SUBRECIPIENT AGREEMENT FOR HOUSING COUNSELING PROGRAM, (hereinafter referred to as the "Amendment C") is entered in San Juan, Puerto Rico, this 7 day of July, 2021, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, "PRDOH"), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 *et seq.*, known as the "Department of Housing Governing Act" (hereinafter, "Organic Act"), with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, 00928, herein represented by Hon. William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **ONE STOP CAREER CENTER OF PUERTO RICO, INC.** (hereinafter, the "SUBRECIPIENT"), a nonprofit corporation with principal offices at 839 Street Añasco, Suites 3 & 5, San Juan, Puerto Rico, 00925, represented herein by its Executive Director, Carmen G. Cosme Pitre, of legal age, single, and resident of San Juan, Puerto Rico, collectively the "Parties".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on August 13, 2019, the Parties entered into a Subrecipient Agreement for the Housing Counseling Program for a period of **twenty four (24) months** from the day of its execution, ending on August 12, 2021, registered as Contract Number 2020-DR0011, for **SEVEN HUNDRED AND FORTY NINE THOUSAND SIX HUNDRED THIRTY NINE AND FORTY THREE CENTS (\$749,639.43)**, from **Account: R01H12HCP-DOH-LM 4190-10-000** (hereinafter, "the Subrecipient Agreement").

WHEREAS, the Subrecipient Agreement was amended on November 12, 2019 through Amendment A, registered as Contract No. 2020-DR0011A, to modify Exhibit D and conform the Subrecipient Agreement to federal, state, and local regulations and statutes. Neither the amount, account, nor period of performance were modified in Amendment A.

WHEREAS, the Subrecipient Agreement was amended on August 28, 2020 through Amendment B, registered as Contract No. 2020-DR0011B, to modify Exhibit C and Exhibit D, in addition to conform the Subrecipient Agreement to federal, state, and local regulations and statutes. Neither the amount, account, nor period of performance were modified in Amendment B.

WHEREAS, as per Section IX (A) of the Subrecipient Agreement, the Subrecipient Agreement may be amended in writing and signed by a duly authorized representative of each party. Nonetheless, the amendment shall not invalidate the Subrecipient Agreement, nor release the Parties from their obligations under the Subrecipient Agreement.

WHEREAS, the Parties wish to amend the Subrecipient Agreement to extend the period of performance, modify Exhibit C and Exhibit D, and increase the total amount of the

Agreement by an additional **ONE MILLION ONE HUNDRED FIFTY NINE THOUSAND SEVEN HUNDRED EIGHT DOLLARS AND FIFTY SEVEN CENTS (\$1,159,708.57)**, for an adjusted total amount of **ONE MILLION NINE HUNDRED NINE THOUSAND THREE HUNDRED FORTY EIGHT DOLLARS AND ZERO CENTS (\$1,909,348.00)**, from Accounts: **R01H12HCP-DOH-LM 4190-10-000, R01H12HCP-DOH-LM 6090-01-000, R02H12HCP-DOH-LM 6090-01-000 and R02H12HCP-DOH-UN 6090-01-000.** (See **Attachment I**).

WHEREAS, this Amendment C also conforms the Subrecipient Agreement to federal, state, and local regulations and statutes.

WHEREAS, this Amendment C is not intended to affect, nor does it constitute an extinctive novation of the obligations of the Parties under the Subrecipient Agreement but is rather a modification and amendment of certain terms and conditions under the Subrecipient Agreement.

WHEREAS, the Parties wish to amend the Subrecipient Agreement, as amended, and become subject to the terms of the Subrecipient Agreement, as amended, and this Amendment C.

WHEREAS, the PRDOH has the legal power and authority, in accordance with its enabling statute, the Organic Act, the Federal laws, and regulations creating and allocating funds to the CDBG-DR Program, and the current Action Plan, to enter into this Amendment C.

WHEREAS, the SUBRECIPIENT has duly adopted Resolutions dated November 9, 2017, authorizing its Authorized Representative, Carmen G. Cosme Pitre, to enter into the Subrecipient Agreement.

WHEREAS, by signing this Amendment C, the SUBRECIPIENT assures PRDOH that SUBRECIPIENT shall comply with all the requirements described herein.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the Parties agree as follows:

II. AMENDMENT

- A. The Parties agree to amend **Article II ATTACHMENTS** to replace **Exhibit C** ("Key Personnel") with an **Exhibit C** ("Key Personnel") amended. (See **Attachment II**).
- B. The Parties agree to amend **Article II ATTACHMENTS** to replace **Exhibit D** ("Budget") with an **Exhibit D** ("Budget") amended. (See **Attachment III**).
- C. The Parties agree to amend **Article II ATTACHMENTS** to add new **Exhibit G** ("Subrogation and Assignment Provisions"). (See **Attachment IV**).
- D. The Parties agree to amend **Article III SCOPE OF WORK, Section A** with the following:
 - A. *Subrecipient Management Responsibilities*
 1. *As a condition of receiving this Subaward, the Subrecipient is responsible for the management, monitoring, and reporting of all services included in the **Exhibit A** ("Scope of Work") for the Program.*
 2. *All services shall be made in accordance with PRDOH guidelines, HUD guidelines and regulations, and other applicable state and federal laws and regulations.*

3. The Subrecipient will develop plans in accordance with the Exhibit A. The PRDOH reserves authority and discretion to review and approve such plans.

E. The Parties agree to amend **Article III SCOPE OF WORK, Section E** with the following:

E. Nonperformance Standard

If at the end of the **six (6) months** from the Effective Date, as defined in **Section V** of this Agreement, the Program activity has not begun or at any time during the term the Program activity has not accomplished the performance objectives set forth by the PRDOH in **Exhibit B** ("Timelines and Performance Goals"), the PRDOH, may, at its sole discretion, terminate this Agreement, de-obligate funds made available under this agreement, and/or recapture funds previously expended by the Subrecipient under this agreement from non-federal funds. No contract extensions shall be granted unless the Subrecipient can document circumstances beyond its control that prevented start of the activity. The PRDOH shall review the properly filed and documented circumstances which are alleged to have prevented the initiation of activity and exclusively reserves the right to decide if an extension is warranted, relative to the reasons stated as well as the prevailing circumstances.

F. The Parties agree to amend **Article IV PERFORMANCE, MONITORING AND REPORTING, Section A** with the following:

G. Monitoring

The PRDOH shall monitor the performance of the Subrecipient as necessary to ensure that the funds allocated to the Subrecipient are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement, including the timeframes and performance goals set forth in **Exhibit B** ("Timelines and Performance Goals") associated with the activities included in **Exhibit A** ("Scope of Work").

This review shall include: (1) reviewing financial and performance reports required by the PRDOH; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the PRDOH detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from the PRDOH as required by 2 C.F.R. § 200.521.

Substandard performance, defined as a performance that falls short of the standard expected of the Subrecipient, as specified in the Agreement's exhibits, shall constitute noncompliance with this Agreement.

If action to correct such substandard performance is not taken by the Subrecipient within **fifteen (15) days** after being notified by PRDOH, PRDOH may impose additional conditions on the Subrecipient and suspend or terminate this Agreement, disallow all or part of the cost of the activity or action not in compliance or initiate other remedies for noncompliance, as appropriate and permitted under 2 C.F.R. § 200.339.

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- G. The Parties agree to amend **Article V EFFECTIVE DATE AND TERM** to extend the term of the Subrecipient Agreement with the following:

V. EFFECTIVE DATE AND TERM

This Subrecipient Agreement shall be in effect and enforceable between the parties from the date of its execution. The term of the original Subrecipient Agreement twenty four (24) months from the date of its execution, ending in August 12, 2021. **The Parties hereby agree to extend the period of performance for an additional period of performance of twenty five (25) months, starting upon the execution of Amendment C and ending on August 6, 2023.**

The End of Term shall be the later of: (i) August 6, 2023, (ii) the date as of which the Parties agree in writing that all Close-Out Requirements¹ have been satisfied or, where no Close-Out Requirements are applicable to this Agreement, the date as of which the Parties agree in writing that no Close-Out Requirements are applicable hereto; or (iii) such later date as the Parties may agree to in a signed amendment to this Agreement.

The Subrecipient hereby acknowledges that this Subrecipient Agreement is subject to the grant agreement between the Government of Puerto Rico or the PRDOH, and HUD (the "Grant Agreement"); and the availability of the allocated CDBG-DR funds. The Subrecipient also acknowledges and agrees that any suspension, cancellation, termination or otherwise unavailability of the CDBG-DR allocation(s) shall result in the immediate suspension, cancellation, or termination of this Subrecipient Agreement, upon PRDOH's notice.

- H. The Parties agree to amend **Article VI BUDGET, Section C** with the following:

C. Program Income

PRDOH reserves the right to authorize the Subrecipient to retain Program Income² to be used in eligible program activities as described in this Agreement. The Subrecipient shall notify PRDOH, within **twenty-four (24) hours** of receipt, of any Program Income generated by activities carried out with CDBG-DR funds made available under this Agreement. All Program Income (as defined at 24 C.F.R. § 570.500) generated by activities carried out with the CDBG-DR Funds must be returned to PRDOH if retention of such is not previously authorized by PRDOH. Program Income is subject to all applicable CDBG-DR laws, regulations and PRDOH's policies and procedures for so long as it exists. Any interest

¹ "Close-Out Requirements" means all requirements to be satisfied by each party in order to close-out this Agreement and the CDBG-DR funds provided herein in accordance with applicable Requirements of Law, including the execution and delivery by one or more of the Parties of all close-out agreements or other legal instruments and the taking of any actions by one or more of the Parties in connection with such close-out, in any case as required under applicable Requirements of Law.

² As defined in section VI(A)(19)(a) of the HUD Notice 83 Fed. Reg. 5844, 5856 (February 9, 2018, as may be amended by HUD), Program Income is:

[...] gross income generated from the use of CDBG-DR funds, except as provided in subparagraph (d) of this paragraph, and received by a State or a Subrecipient of a State."

[...]

Program income includes, but is not limited to, the following: (a) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG-DR funds; (b) Proceeds from the disposition of equipment purchased with CDBG-DR funds; (c) Gross income from the use or rental of real or personal property acquired by a State, local government, or Subrecipient thereof with CDBG-DR funds, less costs incidental to generation of the income (i.e., net income); (d) Net income from the use or rental of real property owned by a State, local government, or Subrecipient thereof, that was constructed or improved with CDBG-DR funds; (e) Payments of principal and interest on loans made using CDBG-DR funds; (f) Proceeds from the sale of loans made with CDBG-DR funds; (g) Proceeds from the sale of obligations secured by loans made with CDBG-DR funds; (h) Interest earned on program income pending disposition of the income, including interest earned on funds held in a revolving fund account; (i) Funds collected through special assessments made against nonresidential properties and properties owned and occupied by households not low- and moderate-income, where the special assessments are used to recover all or part of the CDBG-DR portion of a public improvement; (j) Gross income paid to a State, local government, or a Subrecipient thereof, from the ownership interest in a for profit entity in which the income is in return for the provision of CDBG-DR assistance.

earned on cash advances from the U.S. Treasury or interest paid on CDBG funds held in a revolving fund account is not Program Income and shall be remitted promptly to the PRDOH for transmittal to the U.S. Treasury no less frequently than annually.

All Program assets, other than Program Income (property, equipment, etc.), if any, shall revert to PRDOH upon termination of this Agreement in accordance with applicable Federal laws, regulations, HUD Notices, policies, and guidelines.

PRDOH will later notify the Subrecipient in writing the applicable procedures for the return or reversion of Program Income and Program assets to the PRDOH, and such notification shall be deemed incorporated by reference to this Agreement.

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- I. The Parties agree to amend PRDOH's information on **Article VIII NOTICES** of the Agreement with the following:

To PRDOH: Hon. William O. Rodríguez Rodríguez, Esq.
Secretary
Puerto Rico Department of Housing
606 Barbosa Avenue
Juan C. Cordero Building
Río Piedras, Puerto Rico 00918

- J. The Parties agree to amend **Article IX AMENDMENT AND TERMINATION, Section A** with the following:

A. Amendments

This Agreement may be amended provided that such amendments make specific reference to this Agreement, comply with programmatic policies, procedures, and guidelines, are executed in writing, and signed by a duly authorized representative of each party, and approved by PRDOH. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement. Unless specified, such amendments are not intended to affect nor will they constitute an extinctive novation of the obligations of the Parties under the Agreement and amendment.

This Agreement may be amended by the parties hereto, for the purpose of including any other CDBG-DR funded program included in the HUD-approved Hurricanes Irma and María current Action Plan.

The PRDOH may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications shall be incorporated only by written amendment signed by both the PRDOH and the Subrecipient.

However, PRDOH reserves the right to notify the Subrecipient in writing, email, or any other electronic method, of any applicable policies, procedures, regulations, requirements, guidelines, or change in law, whether existing or to be

established, as well as changes and/or amendments thereof, and the notified policies, procedures, regulations, requirements, guidelines and laws shall be deemed incorporated by reference to this Agreement without the need of executing a separate written and signed amendment.

- K. The Parties agree to amend **Article IX AMENDMENT AND TERMINATION, Section B Subsection 7** with the following:

7. Period of Transition

Upon termination of this Agreement, and for **ninety (90) consecutive calendar days** thereafter (the Transition Period), Subrecipient agrees to make himself available to assist the PRDOH with the transition of services assigned to Subrecipient by the PRDOH. Subrecipient shall provide to the PRDOH the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the services to the PRDOH or a third party designated by the PRDOH. PRDOH reserves the right to provide for the execution of a Transition Services Agreement for the Transition Period. In such instance, the Subrecipient will be paid at a reasonable, agreed upon, hourly rate for any work performed for the PRDOH during the Transition Period. Moreover, during that Transition Period, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH.


- L. The Parties agree to amend **Article X COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, Section P** with the following:

P. Single Audit

The Subrecipient must be audited as required by 2 C.F.R. Part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements. Once said threshold is reached or exceeded, the Subrecipient shall notify the PRDOH and shall report that event in the corresponding monthly progress report, as provided in Part VI - Performance, Monitoring, and Reporting, Subpart B (Reporting) of this Agreement.

The Subrecipient shall procure or otherwise arrange for the audit to be conducted for that year, as required in 2 C.F.R. § 200.501(a)-(b); moreover, that it is properly performed and submitted when due in accordance with provisions that include but are not limited to those set forth in 2 C.F.R. § 200.512 - Report submission, as stated in 2 C.F.R. § 200.508(a) - Auditee responsibilities.

Among other relevant provisions, the Subrecipient shall comply with: (a) the Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 C.F.R. § 200.512(d)) and; (b) ensuring that reports do not include


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protected personally identifiable information as set forth in 2 C.F.R. § 200.512(a)(2)).

- M. The Parties agree to amend **Article X COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, Section S** with the following:

S. Procurement and Subrecipient Oversight

The Subrecipient shall ensure that every process of procurement of goods and services comply with the federal procurement rules and regulations found in 2 C.F.R. § 200.318 through §200.327, procurement requirements that include, but are not limited to: (a) providing full and open competition; (b) following required steps to ensure the use of small and minority businesses, women's business enterprises, and labor surplus area firms when possible; (c) performing a cost or price analysis; (d) evaluating and documenting subrecipient's integrity, compliance with public policy, record of past performance, and financial and technical resources; (e) ensuring that the subrecipient has not been suspended or debarred; (f) prohibiting the use of statutorily or administratively imposed state, local, or tribal geographic preferences in evaluating bids or proposal; (g) excluding contractors that may have an unfair competitive advantage, and; (h) maintaining records to detail the history of procurement considerations. PRDOH must obtain and maintain records to document how the procurement performed by the Subrecipient complied with the aforementioned federal procurement rules and regulations, as amended from time to time.

In regard to the provisions of the Procurement Manual for CDBG-DR Programs, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov) which is herein incorporated by reference and made integral part of this Agreement, as it may be updated from time to time, the Subrecipient shall comply with the provisions related to: minority, women, small, and Section 3 business participation; low and very low-income persons or firms participation.

The Subrecipient shall include all applicable PRDOH's conditions (as revised from time to time by the PRDOH in accordance with applicable law, rule or regulation) in any contract entered into under this Agreement. Subrecipient shall also require all contractors to flow down the PRDOH's Conditions, as well as termination for convenience of the PRDOH, to all subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors. These Conditions include required terms for project contracts, HUD General Provisions, Participation by Minority Group Members and Women Requirements and Procedures for Contracts with Housing Trust Fund Corporation, Standard Clauses for Contracts with the PRDOH, and required diversity forms.

The Subrecipient must comply with CDBG-DR regulations regarding debarred or suspended entities at 24 C.F.R. §

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570.609 or 24 C.F.R. § 570.489(l) as appropriate. CDBG-DR funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or Agreement, as applicable, its contractors perform according to the terms and conditions of the procured contracts or Agreements, and the terms and conditions of this Agreement.

- N. The Parties agree to amend **Article X COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, Section T** with the following:

T. Nondiscrimination

The Subrecipient shall comply with 24 C.F.R. Part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. § 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The Subrecipient shall adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (Section 504). Section 109 of the Housing and Community Development Act of 1974 makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Subrecipient shall comply with regulations of 24 C.F.R. Part 8, which implement Section 504 for HUD programs, and the regulations of 24 C.F.R. Part 146, which implement the Age Discrimination Act for HUD programs.

The Subrecipient shall ensure that all CDBG-DR activities conducted by itself or its contractors are consistent with the applicable federal and local legal provisions, regulations, and policies that prohibit discrimination on the basis of race, creed, color, national origin, religion, sex, disability, familial status, actual or perceived sexual orientation or gender identity, marital status, or age, as established in the CDBG-DR Fair Housing and Equal Opportunity (FHEO) Policy for CDBG-DR Programs as found in the CDBG-DR website: <https://cdbg-dr.pr.gov/en/download/fair-housing-and-equal-opportunity-fheo-policy-for-cdbg-dr-programs/>.

- O. The Parties agree to amend **Article X COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD**

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AND ADDITIONAL PRDOH REQUIREMENTS, Section V Subsection C with the following:

C. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 C.F.R. § 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

In compliance with the CDBG-DR Minority and Women-Owned Business Enterprise Policy (M/WBE Policy), the Subrecipient shall complete a utilization plan to identify how they plan on successfully achieving the contracting goals for MBE and WBE's. Subrecipient shall also complete quarterly reporting to provide information on contracting opportunities and payouts provided to WBE or MBE contractors or subcontractors. Subrecipient shall also document their efforts and submit those to PRDOH on a quarterly basis. See the M/WBE Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov) which is herein included and made integral part of this Agreement, as it may be updated from time to time.

P. The Parties agree to amend **Article X COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, Section Y Subsection 1** with the following:

1. Contracts

- a. *Monitoring: As applicable, the Subrecipient will monitor all contracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.*
- b. *Content: The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any contract executed in the performance of this Agreement, as applicable.*
- c. *Selection Process: The Subrecipient shall ensure that all contracts awarded after the execution of this Agreement and in the performance of such, follow the procurement policies and procedures described in Section X, subsection S of this Agreement.*

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d. *Notification: The Subrecipient shall notify and provide a copy of any and all contracts related to this Agreement and CDBG-DR funds to the Contract Administration Area of the PRDOH CDBG-DR Legal Division within **three (3) days** of its execution. Additionally, the Subrecipient shall provide a copy of any and all subcontracts executed by its Contractors to the Contract Administration Area of the PRDOH CDBG-DR Legal Division within **three (3) days** of its execution.*

Q. The Parties agree to amend **Article X COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, Section Y Subsection 3** with the following:

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3. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 C.F.R. Part 200, as applicable, and 24 C.F.R. § 570.611, which include (but are not limited to) the following:

a. It is presumed that the Subrecipient is subject to state and local ethic laws and regulations related to the conduct of its officers, employees or agents engaged in the award and administration of this Agreement.

b. In the event the Subrecipient is not, the Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of this Agreement. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would rise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or Parties to sub Agreements. However, recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-DR assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the CDBG-DR assisted activity, or with respect to the proceeds from the CDBG-DR assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or

elected or appointed official of the PRDOH, the Subrecipient, or any designated public agency.

d. *Clause of Governmental Ethics Certification of Absence of Conflict of Interests - The Subrecipient certifies that: (1) No public server of the Subrecipient has pecuniary interest in this contract. (2) No public server of the Subrecipient has solicited or accepted, directly or indirectly, for themselves, for any member of their family unit or for any other person, gifts, allowances, favors, services, donations loans or any other thing of monetary value. (3) No public server of the Subrecipient related to this transaction, asked for or accepted any good of economic value, from any person or organization as payment for the duties and responsibilities of their employment. (4) No public server of the Subrecipient has solicited, directly or indirectly, for themselves, any member of their family unit, neither for any other person, business or organization, any good of economic value, including gifts, loans, promises, favors or services in exchange for their obligations and performance of said public employment, to influence or favor any organization. (5) No public server of the Subrecipient has kinship relationship, within the fourth degree of consanguinity and second by affinity, with nobody in public employment that has faculty to influence and to participate in the institutional decisions of this Agreement.*

- R. The Parties agree to amend **Article X COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS** to add **Section Z, Section AA and Section BB** as follows:

Z. Citizen Grievances

If the Subrecipient receives any complaint or grievance, it shall refer said complaint or grievance immediately to the PRDOH CDBG-DR Program so that PRDOH may respond appropriately.

AA. Technical Assistance and Trainings

The Subrecipient shall attend any and all technical assistance and/or trainings that the PRDOH requires from time to time at its discretion. Failure to attend may be considered as cause for termination.

BB. Disaster Relief Account

Pursuant to Federal Register Vol. 85, No. 17, 85 FR 4681 (January 27, 2020), PRDOH must comply with an additional requirement imposed by an Order of October 26, 2017, granted by the United States District Court for the District of Puerto Rico, as may be amended from time to time. As required by the Order, grant funds or disaster relief funds received by the Commonwealth of Puerto Rico or other Non-Federal Entities (as defined by 2 C.F.R. § 200.69) shall be deposited solely into a Disaster Relief Account.

As a result thereof, under the terms of the beforementioned Court order and under the conditions of this Agreement, any and all CDBG-DR/MIT funds subawarded by PRDOH to its

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Subrecipients shall be deposited into a new, separate, non-co-mingled, unencumbered account held in the name of the Subrecipient. The funds shall be used solely for eligible activities. Further, the Subrecipient shall provide and make available to PRDOH any and all documentation related to such account.

- S. The Parties agree to replace **Article XXXII MEMORANDUM NO. 2017-001; CIRCULAR LETTER 141-17 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARIA DE LA GOBERNACION) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)** with the following:

XXXII. MEMORANDUM NO. 2021-003; CIRCULAR LETTER 001-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)

- A. Interagency Services Clause:** Both contracting parties acknowledge and agree that services retained may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct provision of the Office of the Chief of Staff of the Governor (Secretaría de la Gobernación). These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this Agreement. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations and the Office of the Governor.
- B. Termination Clause:** The Chief of Staff (Secretario de la Gobernación) of the Governor shall have the power to terminate this Agreement at any time.
- C. Contract Review Policy of the Financial Supervision and Administration Board for Puerto Rico, if applicable:** The parties acknowledge that the SUBRECIPIENT has submitted the certification entitled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board (FOMB) for Puerto Rico, effective as of November 6, 2017 as amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications).

- T. The Parties agree to replace **Article XXXIV SUBROGATION** with the following:

XXXIV. SUBROGATION

The Subrecipient acknowledges that funds provided through this Agreement are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by this Agreement are subject to audit, disallowance, and repayment. Any

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disagreement with adverse findings may be challenged and subject to Federal regulation, however, the Subrecipient shall promptly return any and all funds to the PRDOH, which are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of this Agreement for any reason, in accordance with **Exhibit G** ("Subrogation and Assignment Provisions").

- U. The Parties agree to replace **Article XXXVI CONSOLIDATIONS, MERGERS, OR DISSOLUTIONS** with the following:

XXXVI. CONSOLIDATIONS, MERGERS, CHANGE OF NAME OR DISSOLUTIONS

A. Consolidation or Merger

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for a consolidation or merger with another entity (private or public), by its discretion or otherwise, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) days prior to the effective date** of the consolidation or merger. The notice shall include, but not limited to, a description of: the expected effective date of the consolidation or merger; name of each of the constituent entities moving to consolidate or merge into the single resulting or surviving entity; the proposed name of the resulting entity (in case of a consolidation) or the name of the surviving entity (in case of a merger) if necessary; reference to the projected capacity of the resulting or surviving entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement as well as its Exhibits or Attachments; and a brief summary of the proposed plan to achieve the transition of duties (Scope of Work or Scope of Services), tasks, and performance goals or requirements to the resulting or surviving entity.

Upon the consolidation or the merger becoming effective, and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment. **No amendment to the Agreement will be necessary if the Subrecipient, Contractor, or Subcontractor becomes the surviving entity following a merger.**

Failure to comply with any of the before mentioned conditions, may result in the activation of the termination clauses provided in the Agreement.

B. Change of Name

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH initiates a change of name process, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) days** prior to the effective date of such event. The notice shall include, but not limited to, a description of: the expected effective date of the change of name; the proposed name; inform of any change of address;

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and reference of any change in the capacity of the entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement, as well as its Exhibits or Attachments.

Upon the change of name becoming effective, and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment.

Failure to comply with any of the before mentioned conditions, may result in the activation of the termination clauses provided in the Agreement.

C. Dissolution

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for dissolution of the entity, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) days** prior to the effective date of such event. The notice shall include, but not limited to, a description of the expected effective date of the dissolution; and contact information of one or more of its directors, officials or agents. Upon dissolution becoming effective, and supporting evidence of such event is notified to PRDOH, termination of the Agreement will follow. Consequently, the signing party acknowledges and agrees to provide to the PRDOH, after termination of the Agreement, the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the tasks or services to the PRDOH or a third party designated by the PRDOH. Moreover, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH following the Agreement termination.

- V. The Parties agree to replace **Article XXXVIII CDBG-DR POLICIES AND PROCEDURES** with the following:

XXXVIII. CDBG-DR POLICIES AND PROCEDURES

In addition to what is established in this Agreement, the Grantee shall comply with all CDBG-DR Program specific and general policies and procedures, including, but not limited to, the Subrecipient Management Policy, OS&H Guideline, MWBE Policy, Procurement Manual for CDBG-DR Programs, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov), which are herein included and made integral part of this Agreement, as they may be updated from time to time, and reporting requirements as established by the PRDOH.

- W. The Parties agree to replace **Article XLII SURVIVAL OF TERMS AND CONDITIONS** with the following:

XLII. SURVIVAL OF TERMS AND CONDITIONS

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The terms and conditions of this Agreement related to the following subjects shall survive the termination or expiration of this Agreement: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR and state funding, recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent contractor relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, mergers, change of name, and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Agreement shall so survive.

- X. The parties agree to add a new **Article XLIII FORCE MAJEURE** as follows:

XLIII. FORCE MAJEURE

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, pandemic officially declared by the Government of Puerto Rico, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any Force Majeure including inclement weather, herein collectively referred to as Force Majeure during the term of this Agreement, neither the PRDOH nor the SUBRECIPIENT shall be liable to the other party for nonperformance during the conditions created by such event.

The SUBRECIPIENT shall notify, as soon as possible, the PRDOH of the occurrence of the Force Majeure event and describe in reasonable detail, the nature of the Force Majeure event.

- Y. All other terms and conditions of the Subrecipient Agreement, as amended, remain unchanged.

III. HEADINGS

The titles to the paragraphs of this Amendment C are solely for reference purposes and the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Amendment C.

IV. FEDERAL FUNDING

The fulfillment of the Subrecipient Agreement, as amended, is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under the Subrecipient Agreement, as amended, must be made in accordance with the Subrecipient Agreement, as amended, the policies and procedures promulgated under the CDBG-DR Program, and any other applicable laws. Further, the SUBRECIPIENT acknowledges that all funds are subject to recapture and repayment for non-compliance.

V. COMPLIANCE WITH LAW

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in the Subrecipient Agreement, as amended, should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not

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inserted herein or is not inserted in correct form, then the Subrecipient Agreement, as amended, shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

VI. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this Amendment C to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this Amendment C and any subsequent amendment hereto. The services object of this Amendment C may not be invoiced or paid until this Amendment C has been registered by the PRDOH at the Comptroller's Office, pursuant to Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

VII. ENTIRE AGREEMENT

The Subrecipient Agreement, as amended, and this Amendment C constitute the entire agreement among the Parties for the use of funds received under the Subrecipient Agreement and this amended Subrecipient Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to the Subrecipient Agreement.

VIII. SEVERABILITY

If any provision of this Amendment C shall operate or would prospectively operate to invalidate the Amendment C in whole or in part, then such provision only shall be deemed severed and the remainder of the Amendment C shall remain operative and in full effect.

IX. COUNTERPARTS

This Amendment C may be executed in any number of counterparts, each of whom shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the Amendment C is not executed by the PRDOH within **thirty (30) days** of execution by the other party, this Amendment C shall be null and void.

IN WITNESS THEREOF, the parties hereto execute this Amendment C in the place and on the date first above written.

PUERTO RICO DEPARTMENT OF HOUSING

**ONE STOP CAREER CENTER OF
PUERTO RICO, INC**

William O. Rodríguez Rodríguez

William O. Rodríguez Rodríguez (Jul 7, 2021 13:47 EDT)

Hon. William O. Rodríguez Rodríguez, Esq.
Secretary

Carmen G. Cosme Pitre

Carmen G. Cosme Pitre
Executive Director
DUNS No. 126801104



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Attachment I

June 30, 2021

Maytte Texidor, Esq.
CDBG-DR Legal Director

Hon. William O. Rodríguez
Secretary Department of Housing

Marezle Díaz, Esq.
Disaster Recovery Deputy Secretary

Request for Amendment to Housing Counseling Agency Subrecipient Agreement of One Stop Career Center of Puerto Rico, Inc. | Contract No. 2020-DR0011

In August 2019, the Puerto Rico Department of Housing executed a subrecipient agreement with One Stop Career Center of Puerto Rico Inc., for the CDBG-DR Housing Counseling Program ("the Program"). The contract was executed as follows:

- One Stop Career Center of Puerto Rico Inc. | Contract 2020-DR0011.
\$749,639.43

In November 2019, the Puerto Rico Department of Housing executed an amendment to the subrecipient agreement with One Stop Career Center of Puerto Rico Inc., for the CDBG-DR Housing Counseling Program ("the Program"). The contract was executed as follows:

- One Stop Career Center of Puerto Rico Inc. | Contract 2020-DR0011A.
\$749,639.43

In August 2020, the Puerto Rico Department of Housing executed an amendment to the subrecipient agreement with One Stop Career Center of Puerto Rico Inc. for the CDBG-DR Housing Counseling Program ("the Program"). The contact was executed as follows:

- One Stop Career Center of Puerto Rico Inc. | Contract 2020-DR0011B.
\$749,639.43

All costs within the Program budget are in the category of project activity deliverable costs. The category of project delivery costs consists of staffing and budget. The approved Subrecipient Agreement, with the pertinence of Exhibits C Key Personnel and D Budget, is included herein as an attachment.

One Stop Career Center of Puerto Rico Inc. has requested an amendment within these categories with changes to their total budget, key personnel, and an extension of the agreement. In their written request, One Stop Career Center of Puerto Rico Inc. establish these changes are to extend their services for the Program and to improve their quality of services and their staff member availability.

The proposed changes are as follows:

- Increase the established budget for project activity delivery costs from \$749,639.43 to \$1,909,348.00. This represent a total amendment increase of \$1,159,708.57 for staffing and budget.
- Extend the period of performance of the agreement for an additional 25 months upon signing of the amendment.
- In the **Staffing** category:
 - **Executive Director Role:** Monthly hours were increased from 50 to 80 hours, also pay rate per hour increased from \$54.35 to \$71.09.
 - **Program Director Role:** Hours did not change but the pay rate per hour increased from \$32.61 to \$49.36.
 - **Intake Housing Counselor Role:** Quantity of resources was reduced from 3 to 2 staff members. Hours remained the same at 184, but the pay rate per hour increased from \$10.87 to \$11.33.
 - **Intake Housing Counselor Senior Role:** This is a new position for the contract.
 - **Housing Counselor Role:** Quantity of resource did not change, nor the hours allocated for a monthly basis. The pay rate per hour increased from \$16.31 to \$16.77.
 - **Client Management System Coordinator Role:** Quantity of resource did not change, nor the hours allocated for a monthly basis. The pay rate per hour increased from \$13.04 to \$13.51.
 - **Accountant Role:** Quantity of resource did not change but the monthly hours increased from 97 to 136 hours. Also, the pay rate per hour increased from \$16.31 to \$17.85.
 - **Housing Counseling Assistance Role:** This is a new position for the contract.
 - **Compliance Officer Role:** This is a new position for the contract

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- In the **Other Operating** category:
 - **Travel:** This line item was reduced from \$22,561.00 to \$9,574.00
 - **Overhead:** Entity will be reimbursed through De Minimis Rate (10%), on the current contract this line item is for \$74,645.65 from which \$47,653.36 have been incurred in expenses.

The corresponding proposed amendments are included herein as an attachment.

The amendment recommended herein for One Stop Career Center of PR Inc. does not reach \$10,000,000.00. Therefore, it does not require approval of Management Board for Puerto Rico under their Contracts Policy.

Emm If you should have any questions or doubts, feel free to contact me at your convenience.

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Christian Pagán Mercado, M.P.A., J.D.
Director of Disaster Recovery CDBG-DR Program

Cc: Félix Hernández Cabán, M.B.A., C.F.E., J.D.

Attachments:

1. Proposed Amended Exhibit C Key Personnel
2. Proposed Amended Exhibit D Budget (Section 2)

EXHIBIT C

KEY PERSONNEL

ONE STOP CAREER CENTER OF PR, INC. - HOUSING COUNSELING – KEY PERSONNEL

Below is the Staffing Plan for the CDBG-DR **Housing Counseling** Program which reflects a combination existing employees or new hired employees dedicated for the CDBG-DR **Housing Counseling** Program.

I. **Roles Description:**

Role	Description
Executive Director	<ul style="list-style-type: none">• Liaison with stakeholders and provide linkage agreements with key stakeholders. Also, ED provides general oversight, lead outreach efforts, and project guidance• Signs and certifies the documents specific to the CDBG-DR Housing Counseling Program requested by the Puerto Rico Department of Housing. Among these documents are certifications, contracts, invoices. She dedicates time to the evaluation of these documents and subsequent signatures.• Directly supervises that the work of the following: Project Director, Accountant, Compliance Officer, Human Resources, concerning CDBG-DR services are performed by federal and state guidelines• Maintains direct communication with HUD about regulations, changes, and / or guidelines.• Contacts the Municipalities, community leaders, private or public institutions, among others.• Discusses with the accountant, payrolls, mileage payments, signs the checks, evaluates balance in the accounts, and approves the disbursements for managing the CDBG-DR program with OSWCC'S funds before the program reimbursement. Furthermore, she is the one who reports these transactions to OSCC's Board of Directors.• Maintains frequent meetings with the OSCC's administrative staff to verify status, use of funds, the balance of budget items, analyze program execution, plan strategies, discuss matters and issues relevant to the fulfillment of the OSCC's HCP of the CDBG-DR Program.

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Program Director

- Implements and supervises the OSCC's HCP under CDBG-DR Program.
- Ensures compliance with all applicable laws, grant agreements, and organizational policies.
- Approves all client cases with Housing Counselor and Client Management System Coordinator.
- Works directly with accountants and the compliance officer. Also, she works directly in the auditing and compliance processes by Horne and the PRDOH.
- Responsible for signing the staff timesheets of the OSCC's HCP under the CDBG-DR Program.
- In charge of evaluating the staff's narrative reports of the OSCC's HCP activities under the CDBG-DR Program.
- Responsible for the evaluation of the licenses of the OSCC's HCP under the CDBG-DR Program.
- Responsible for the evaluation of program requisitions. In charge of the daily work with the Housing Counselors, Intake Housing Counselors, and others to establish the forms and strategies to direct services to the participants of the OSCC's HCP under the CDBG-DR program.
- Attend seminars and training required by the OSCC's HCP under the CDBG-DR Program.
- In charge of working directly with the Canopy system in approving cases and assigning cases to the Housing Counselors.
- Attend meetings of OSCC's HCP under the CDBG-DR Program.
- Supervise and assist in the entry of cases to the CMS. In charge of managing and assisting in the generation of the HUD-9902 report.
- Responsible for writing monthly activity reports. Responsible for attending and responding to Horne and the PRDOH requests about the OSCC's HCP under the CDBG-DR Program in coordination with the OSCC's Executive Director.
- Among other tasks that require or may arise from the OSCC's HCP under the CDBG-DR Program

Intake Housing Counselor

- Informs and/or contacts participants about the program requirements, completes the intake form in Client Management System with the participant's information, coordinating counseling sessions and assists in the follow-up of all clients.

Senior Intake Housing Counselor

- Trains the new staff of the Intake Housing Counselor position.
- Coordinates and oversees the work of the other Intake Housing Counselors.
- Informs and / or contacts the participants about the program requirements completes the intake form in Client Management System with the participant's information coordinates counseling sessions and assists in the follow-up of all clients.

Housing Counselor

- Provides housing counseling to program participants.

Client Management System Coordinator

- Oversees the use of Client Management system for CDBG-DR
- Solve Canopy's problems internally as they are many and diverse.
- Responsible for contacting Help Desk and discussing with their questions regarding Canopy, for bringing answers to OneStop staff under CDBG-DR.
- Enters information of all CDBG-DR cases to the One Stop Client Management System (CMS) to generate the HUD-9902 report quarterly
- Audit the completed records of CDBG-DR participants.
- Works directly with the Program Manager, preparing reports for

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her, answering through the "help desk" the questions about Canopy, follow-up, and continuity.

- Provide consistency between HUD and CANOPY compliance, which is not given that the requirements HORNE establishes are compliance with CDBG-DR as a substance and not necessarily to HUD-regulated housing counseling programs.

Accountant

- Ensures compliance with all CDBG-DR financial requirements.

**Housing Counselor
Assistance Staff**

- Performs several clerical duties related to the operation of the CDBG-DR Housing Counseling program. These clerical duties are related to the participant's files and their physical documentation. This duty will allow the Housing Counselors to provide additional services to the participants.
- Coordinates initial orientations on *Financial, Budgeting and Credit Workshop, Affordable Housing Options, Pre-purchase Homebuyer Education Workshop, Rental Housing Workshop and Non-Delinquency Post Purchase Workshop so the participants can learn about how to build a credit history to qualify for a mortgage and benefit for the First Time Homebuyer Assistant Program; for renters who are paying more than their 35% income in rent, explain the benefit of become homeowner.*

Compliance Officer

- Prepares Section 3 & MWBE quarterly reports.
- Maintains the Organization in compliance with Section 3 Recipient Plan and documents its efforts.
- Assists in reviewing Administrative and Financial monthly reports.
- Internally audits CDBG-DR HCP participant's files.
- Works on the CDBG-DR HCP budget.
- Attends meetings with Home and the Puerto Rico Department of Housing related to the CDBG-DR HCP.

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EXHIBIT D-SECTION 1

BUDGET

ONE STOP CAREER CENTER OF PR, INC.-HOUSING COUNSELING PROGRAM BUDGET

DESCRIPTION SERVICES

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One Stop Career Center of PR, Inc. (OSCC) will provide housing counseling services (one-on-one counseling and formal training sessions) to residents in the municipalities of Caguas, Cidra, Comerío, Humacao, Juncos, Las Piedras, Maunabo, Patillas, San Lorenzo, Vieques, Yabucoa (as well as refer those walk-in client into PRDOH or Program Manager to be qualified for the Program) affected by hurricanes Irma and María. These services may cover topics such as, but not limited to: Tenant rights; The home buying process; How to maintain a home or homeowner education; Budgeting; Identifying and reporting predatory lending practices; Rights for persons with disabilities; Foreclosure prevention and mitigation; Relocation; Disaster preparedness and recovery; Homeless services; Financial literacy; The importance of maintaining good credit; and Other Housing Counseling Agency eligible disaster recovery services as discussed in the HUD Housing Counseling Disaster Recovery Toolkit.

PLEASE PROVIDE BACKGROUND INFORMATION FOR THE CREATION OF EXHIBIT D SECTION 2

BUDGET AND HOW THOSE SERVICES RELATE TO DELIVERING THE SCOPE WORK.

According to the approved (by HUD) current Action Plan, Puerto Rico intends to undertake a Housing Counseling Program. The focus of the Program is to provide recovering residents with wrap-around educational services to promote understanding of housing and financial options. As Housing Counseling Disaster Recovery Toolkit (<https://www.hudexchange.info/resources/documents/Housing-Counseling-Disaster-Program-Guide.pdf>) "HUD suggests that a single housing counselor might assist 40 - 200 families with an individualized assessment, action plan and housing solution over the course of a two-year program. As an extremely rough estimate, the total cost of housing counseling can range from \$600 to \$1,875". With OSCC, proposed services to include Executive Director (is liaison with stakeholders and provide linkage agreements with key stakeholders. Also, ED provides general oversight, lead outreach efforts and project guidance), Program Director (implementing and supervising the Housing Counseling Service Program for CDBG-DR. Also, PD will ensure compliance with all applicable law, grant agreement and organizational policies.) four (2 per office Caguas and Humacao)

full-time Housing Counselors (will provide housing counseling to program participants, two full-time Intake Counselor (will be in charge of informing and / or contacting the participant about the program requirements, completing the intake form in Client Management System with participant information, coordinating counseling sessions and assisting in the follow-up of clients). Client Management System Supervisor (will be responsible for review, manage and supervise that participants' information receiving housing counseling services meets the requirements of HUD, CDBG-DR and PRDOH programs so that reports can be generated) the Housing Counselor could focused in provide the knowledge required to assist more client on an effective way. The Intake Counselor will provide the contacts need it (and clerical work) to maintain the participants engage and the Program in compliance with HUD, CDBG-DR and PRDOH requirements.

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Budget Detail

Housing Counseling Program

Subrecipient Name: One Stop Career of Puerto Rico, Inc.

STAFFING

Position	Qty. of Resources [A]	Max. Hours per month per Resource [B]	Hourly Rate [C]	Max. Monthly Cost [D=AxBxC]
Previous Expenditure (Staffing)				\$ 548,271.00
Staffing for Amendment C				
Executive Director	1	80	\$71.09	\$ 5,688.00
Program Director	1	184	\$49.36	\$ 9,083.00
Intake Housing Counselor	2	184	\$11.33	\$ 4,171.00
Intake Housing Counselor Senior	1	184	\$13.51	\$ 2,486.00
Housing Counselor	5	184	\$16.77	\$ 15,429.00
Client Management System Coordinator	1	184	\$13.51	\$ 2,486.00
Accountant	1	136	\$17.85	\$ 2,428.00
Housing Counselor Assistance Staff	1	184	\$13.51	\$ 2,486.00
Compliance Officer	1	100	\$27.63	\$ 2,763.00
Total Maximum Monthly Cost:				\$ 47,020.00
Total Cost for new extension:				\$ 1,175,500.00
Total Cost for Staffing in SRA (previous and extension):				\$ 1,723,771.00

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OTHER OPERATING

Item Name	Item Description	Budget
Previous Expenditures (Travel)		\$ 2,426.00
Previous Expenditures (Overhead)		\$ 55,070.00
Expenses for Amendment C		
Travel	Travel costs related to provide housing counseling services include: transportation, mileage, lodging, air tickets, ferry tickets and per diem.	\$ 9,574.00
Overhead	Indirect cost through De Minimis Rate (10%) of the program.	\$ 118,507.00
Total Expenses for new extension:		\$ 128,081.00
Total Cost for Expenses in SRA (previous and extension):		\$ 185,577.00
		\$ 1,909,348.00



EXHIBIT G

SUBROGATION AND ASSIGNMENT PROVISIONS

Housing Counseling Program

ONE STOP CAREER CENTER OF PUERTO RICO, INC.

1. General Provisions.

- a) The Parties acknowledge that the following provisions of this Exhibit are hereto incorporated by reference and made an integral part of the aforementioned Subrecipient Agreement as **Exhibit G**.
- b) Changes in the provisions of this Exhibit will require an amendment to the Subrecipient Agreement. Such amendment would result in the incorporation by reference of a modified **Exhibit G** to the Subrecipient Agreement.

2. Subrogation and Assignment Relating to Funds Received from the Puerto Rico Department of Housing Workforce Training Program.

- a) These provisions are incorporated into the Subrecipient Agreement in consideration of the commitment by PRDOH to evaluate Subrecipient's application for the award of disaster assistance funds (the "**Application**") or the Subrecipient's receipt of CDBG-DR disaster recovery funds (the "**Grant Proceeds**") under the Program being administered by PRDOH.
- b) Subrecipient understands and acknowledges that the Program is subject to the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. §§ 5121-5207 (the "**Act**") and that, under such Act, the Subrecipient may only receive assistance to the extent that the Subrecipient has a disaster recovery need that is not fully met by insurance or other forms of disaster assistance. Subrecipient further acknowledges that these provisions are intended to ensure that Subrecipient does not receive duplicate benefits available to the Subrecipient from another source, for the same purposes as the Grant Proceeds provided under the Program, and that, any assistance determined to be duplicative must be deducted from the Program's calculation of the Subrecipient's total need prior to awarding assistance.
- c) Subrecipient hereby subrogates and assigns to PRDOH any and all of Subrecipient's future rights to, and any interest Subrecipient may have in, any reimbursement and all payments received or subsequently received from any

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grant, loan, insurance policy or policies of any type (each individually, a "**Policy**" and collectively, the "**Policies**"), or under any subsidy, reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("**FEMA**"), insurance payments, or any other federal, state or local government agency (each, individually, a "**Disaster Program**" and collectively, the "**Disaster Programs**") to the extent of all Grant Proceeds paid or to be paid under the Program and that are determined, in the sole discretion of PRDOH or its designated agent, to be a duplication of benefits ("**DOB**"). Any payments referred to in this paragraph, whether they are from Policies, FEMA, or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "**Proceeds**"; any Proceeds that are determined to be a DOB shall be referred to herein as "**DOB Proceeds**".

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- d) Subrecipient agrees that, in the event that Subrecipient receives additional Proceeds related to disaster recovery that are not listed on the Duplication of Benefits Certification submitted in connection with the Application, Subrecipient will notify the PRDOH within **ten (10) working days** of receipt of the funds by sending a written notification to cpagan@vivienda.pr.gov. PRDOH will, in turn determine, in its sole discretion, if such Proceeds constitute DOB Proceeds. If any of the Proceeds are determined to be DOB Proceeds, the Subrecipient shall pay PRDOH the DOB Proceeds, to be disbursed as provided in Section 3 of this Agreement.

3. Cooperation and Further Documentation.

- a) If PRDOH elects to pursue any of the claims Subrecipient has or may have under any Policies, Subrecipient agrees to assist and cooperate with PRDOH. Subrecipient's assistance and cooperation shall include, but shall not be limited to, allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the PRDOH. Subrecipient also agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Assistance Program.
- b) If requested by PRDOH, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better subrogate and assign to PRDOH (to the extent of the Grant Proceeds paid to Subrecipient under the Program) the Policies, any amounts received under the Disaster Assistance Programs that are determined to be DOB Proceeds and/or any rights thereunder. Subrecipient further agrees to take, or cause to be

taken, all actions and to do, or cause to be done, all things requested by the PRDOH to consummate and make effective the purposes of these provisions.

- c) Subrecipient expressly allows and authorizes PRDOH to request information from any company with which Subrecipient holds or held any insurance policy or policies of any type, any other company or entity -public or private- from which the Subrecipient has applied for or is receiving assistance (such as FEMA, or others), or any non-public or confidential information determined by PRDOH, in its sole discretion, to be reasonably necessary to monitor/enforce its interest in the rights subrogated and assigned to it under this Agreement, and grant consent to such company or entity to release said information to the PRDOH.

4. Agreement to Turn Over Proceeds; Future Reassignment.

- a) If Subrecipient (or, to the extent permitted by superior loan documents, any lender to which DOB Proceeds are payable) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to PRDOH, if Subrecipient received Grant Proceeds under the Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.
- b) In the event that Subrecipient receives or is scheduled to receive any Proceeds not listed on its Duplication of Benefits Certification ("Subsequent Proceeds"), Subrecipient shall pay such Subsequent Proceeds directly to the PRDOH, and PRDOH will determine the amount, if any, of such Subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds shall be disbursed as follows:
- (i) If Subrecipient has received full payment of the Grant Proceeds, Subrecipient shall remit any Subsequent DOB Proceeds to PRDOH. PRDOH shall return to the Subrecipient any Subsequent Proceeds in excess of the Subsequent DOB Proceeds.
- (ii) If Subrecipient has received no payment of the Grant Proceeds, PRDOH shall reduce the payment of the Grant Proceeds to Subrecipient by the amount of the Subsequent DOB Proceeds and shall return all Subsequent Proceeds in excess of the Subsequent DOB Proceeds to Subrecipient.
- (iii) If Subrecipient has received a portion of the Grant Proceeds, the following shall occur: (A) PRDOH shall reduce the remaining payments of the Grant Proceeds and return Subsequent DOB Proceeds in such amount to the Subrecipient; and (B) Subrecipient shall remit any remaining Subsequent DOB Proceeds to PRDOH. PRDOH shall also return to the Subrecipient any Subsequent Proceeds in excess of the Subsequent DOB Proceeds.

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- (iv) If the PRDOH makes the determination that Subrecipient does not qualify to participate in the Program or Subrecipient decides not to participate in the Program, PRDOH shall return the Subsequent Proceeds to Subrecipient, and the Agreement shall terminate.
- c) Once PRDOH has recovered an amount equal to the Grant Proceeds paid to Subrecipient, PRDOH will reassign to Subrecipient any rights given to PRDOH pursuant to these provisions.

5. Miscellaneous.

- a) Subrecipient hereby represents that all statements and representations made by Subrecipient regarding any Proceeds are true and correct, as of the date of the issuance of the Grant Proceeds.
- b) In any proceeding to enforce these provisions, PRDOH shall be entitled to recover all costs of enforcement, including PRDOH's attorney fees.
- c) The parties hereto each waive the right to have any judicial proceeding concerning any of the provisions hereof tried by a jury.
- d) Neither these provisions, nor any portion or provisions hereof may be changed, waived, or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by all parties hereto and approved by PRDOH.
- e) These provisions, and the rights and obligations of the parties shall be governed and construed in accordance with federal law and the laws of the Government of Puerto Rico without giving effect to conflict of law provisions. Any action arising out of or related to this Subrogation and Assignment provisions shall be brought within the Government of Puerto Rico.
- f) The captions of the various sections of this Subrogation and Assignment provisions have been inserted only for the purpose of convenience; such captions are not a part of the Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any provisions of this Subrogation.
- g) Subrecipient acknowledges that making a false, fictitious, or fraudulent statement or representation in this agreement is punishable under Federal and State law and shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Subrecipient acknowledges that they have been informed and understand the penalties for making a materially false or misleading statement to obtain CDBG-DR funds under the Program or any other of the PRDOH's Programs.

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AMENDMENT C_2020-DR0011

Final Audit Report

2021-07-07

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