



AMENDMENT D

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

**AMENDMENT D TO the SUBRECIPIENT AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
ONE STOP CAREER CENTER OF PUERTO RICO, INC.
Contract No. 2020-DR0011**



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THIS AMENDMENT D TO SUBRECIPIENT AGREEMENT FOR HOUSING COUNSELING PROGRAM, (hereinafter, "Amendment D") is entered in San Juan, Puerto Rico, this 14 day of October, 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, "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, 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 Subrecipient Agreement was amended on November 12, 2019 through Amendment A, registered as Contract No. 2020-DR0011A, to modify **Exhibit D** ("Budget") 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** ("key Personnel") and **Exhibit D** ("Budget"), 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, the Subrecipient Agreement was amended on July 7, 2021 through Amendment C, registered as Contract No. 2020-DR0011C, to extend the period of performance, modify **Exhibit C** ("Key Personnel") and **Exhibit D** ("Budget"), and increase the total amount of the Subrecipient 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.**

WHEREAS, the Parties wish to amend the Subrecipient Agreement to modify and include an amended **Exhibit B** ("Timelines and Performance Goals"). (See **Attachment I**).

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

WHEREAS, this Amendment D is not intended to affect, nor does it constitute an extinguishment 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 D.

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 D.

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

WHEREAS, by signing this Amendment D, 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 B** ("Timelines and Performance Goals") with an amended **Exhibit B** ("Timelines and Performance Goals"). (See **Attachment II**).
- B. All other terms and conditions of the Subrecipient Agreement, as amended, remain unchanged.

III. HEADINGS

The titles to the paragraphs of this Amendment D 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 D.

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 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

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The PRDOH shall remit a copy of this Amendment D to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this Amendment D and any subsequent amendment hereto. The services object of this Amendment D may not be invoiced or paid until this Amendment D 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 D 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 D shall operate or would prospectively operate to invalidate the Amendment D in whole or in part, then such provision only shall be deemed severed and the remainder of the Amendment D shall remain operative and in full effect.

IX. COUNTERPARTS

This Amendment D 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 D is not executed by the PRDOH within **thirty (30) days** of execution by the other party, this Amendment D shall be null and void.

IN WITNESS THEREOF, the parties hereto execute this Amendment D 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 (Oct 14, 2021 13:20 EDT)

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Hon. William O. Rodríguez Rodríguez, Esq.
Secretary

Carmen G. Cosme Pitre
Executive Director
DUNS No. 126801104



September 24, 2021

Mayte Texidor, Esq.
CDBG-DR Legal Director

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Hon. William Rodríguez
Secretary Department of Housing

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Maretzié 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.
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- One Stop Career Center of Puerto Rico Inc. | Contract 2021-DR0011C.
\$1,909,348.00

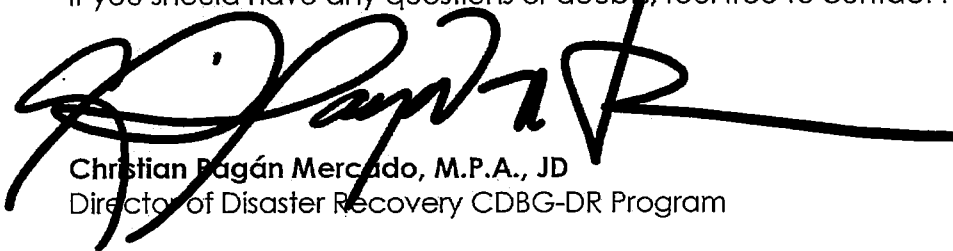
The proposed changes are as follows:

- The addition of an Exhibit B Timelines & Performance Goals which contains the following information: Key Objective, Key Activity, Indicators, Source of Verification, Target Goals and Timelines.

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The corresponding proposed amendment is included herein as an attachment.

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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.

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



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

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

Attachment:

1. Proposed Amended Exhibit B Timelines & Performance Goals



EXHIBIT B

TIMELINES AND PERFORMANCE GOALS

HOUSING COUNSELING PROGRAM

[ONE STOP CAREER CENTER OF PUERTO RICO, INC.]

1. Program Objective:

This Program will foster resilience through public education and advocacy delivered by HUD-Approved Housing Counseling Agency (HCA) professionals to explain the options available for Applicants receiving housing counseling services and/or in conjunction with other forms of housing assistance. These services may include a range of approved subjects, including but not limited to, one-on-one counseling and formal training sessions.

2. Terms

- **Key Activity** – The activities necessary to carry out the Objective.
- **Indicator** – The quantitative method used to demonstrate that the Key Activities have been performed.
- **Source of Verification** – The documentation used to verify that the Indicators have been met, and thus the activities are complete.
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- **Target** – The goal for each of the Indicators.
- **Timeline** – The expected completion date or timeframe.

3. Timeline and Performance Goals

KEY OBJECTIVE #1	KEY ACTIVITY	INDICATORS	SOURCE OF VERIFICATION	TARGET GOALS	TIMELINE
Offer Housing Counseling Education Courses or Workshops to LMI Families	1.1 Housing Counseling is provided to LMI and urgent need Household	# outreach activities	Local events, minutes report, participants list, social media etc.	3 outreach activities per quarter	Monthly until 01/08/23
		# completed courses provided per month	Courses certification of completion	307 courses completed per month, per subrecipient	Monthly until 01/08/23
		#households served (total cases)	Household data as submitted through Canopy	300 LMI/Unmet households who participate in the Program	Monthly until 01/08/23
	1.2 Application Closeout & Closeout Survey	% applicants that have completed the closeout survey	Completed surveys (Client Management System (Canopy))	50%	Monthly
		% of participants who are satisfied with program	Housing Counseling Survey Performance Report	75-80% participants are satisfied	Monthly

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3.1.1 KEY ACTIVITY: OUTREACH ACTIVITIES & COUNSELING COURSES COMPLETED

The subrecipient are to provide outreach efforts through multiple media outlets including but not limited to radio, newspaper, social media, local marketing initiatives, local events, or fairs. This outreach effort should be documented, measurable, and create impact. Outreach will be measured through quarterly reports. The provision of information given by the subrecipient to the applicant should raise awareness about critical housing topics, such as predatory lending, fair lending, and fair housing issues. In terms of the number of courses completed by the applicant. The subrecipient must ensure that after the initial consultation has been completed with the applicant, all counseling courses and workshops that were recommended to the applicant by the housing counselor based upon the applicant's housing needs were completed before issuing a Certification of Completion.

3.1.2 KEY ACTIVITY 1.2 APPLICANT PARTICIPATION IN THE CLOSEOUT SURVEY

The subrecipient shall coordinate a closeout process with the applicant, which may include an exit interview and an evaluation of the services needed, services provided, and outstanding needs. The subrecipient will also be responsible for tracking all counseling services offered to the applicant in the Grant Management System (Canopy). The Housing Counselor must also ensure that once the applicant has completed any counseling services the applicant is awarded a Certificate of Completion and that the applicant is sent the close out letter to complete the Closeout Survey.

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TIMELINES AND PERFORMANCE GOALS

HOUSING COUNSELING PROGRAM

[ONE STOP CAREER CENTER OF PUERTO RICO, INC.]

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AMENDMENT D_2020-DR0011

Final Audit Report

2021-10-14

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