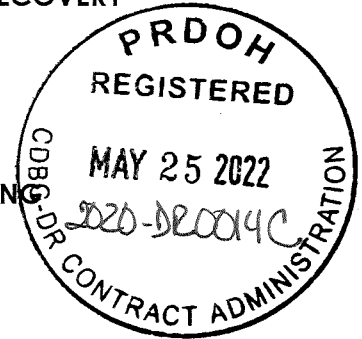




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY
(CDBG-DR)

AMENDMENT C to the
SUBRECIPIENT AGREEMENT
BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING
AND THE
PATHSTONE CORPORATION



This **AMENDMENT C TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "**AMENDMENT C**") is entered into this 24 day of May, 2022, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, the "**PRDOH**"), a public agency of the Government of Puerto Rico created under Act No. 97, dated June 10, 1972, as amended, known as the "Department of Housing Organic Act" (the "Organic Act"), with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented herein by its Secretary, Hon. William O. Rodríguez Rodríguez, of legal age, attorney, single, and resident of San Juan, Puerto Rico; and **PATHSTONE CORPORATION** (hereinafter, the "**SUBRECIPIENT**"), a nonprofit corporation with principal offices 1235 Paseo Las Monjitas, Urb. Las Monjitas, Ponce, Puerto Rico, represented herein by its Director of Housing Programs, Maria G. Rodríguez-Collazo, of legal age, single, and resident of Guayama, Puerto Rico, collectively the "Parties".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on August 13, 2019, the Parties entered into a Subrecipient Agreement (hereinafter, the "**AGREEMENT**") for the Housing Counseling Program (hereinafter, "the **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-DR0014, for seven hundred fifty thousand dollars (**\$750,000.00**).

WHEREAS, the **AGREEMENT** was amended on September 1, 2020, via Amendment A, Contract No. 2020-DR0014A, to modify several items of Exhibit C (Key Personnel) and the Exhibit D (Budget); also, to conform the **AGREEMENT** to federal, state, and local regulations and statutes. Notwithstanding the aforementioned modifications, the amendment did not affect the overall budget amount nor the period of performance of the **AGREEMENT**.

WHEREAS, the **AGREEMENT** was amended on August 5, 2021, via Amendment B, Contract No. 2020-DR0014B, to modify the Exhibit B (Timelines and Performance Goals), Exhibit C (Key Personnel) and Exhibit D (Budget), Exhibit E (Funds Certification), Exhibit F (HUD General Provisions), and to include a new Exhibit G (Subrogation and Assignment Provisions). Moreover, this amendment affected the period of performance of the **AGREEMENT** as well as the overall budget amount. The budget amount was increased to a new total of one million seven hundred ninety-six thousand seven hundred seventy-eight dollars (**\$1,796,778.00**). The period of performance of the **AGREEMENT** was modified with this amendment, allowing a twenty-four (**24**) month contract extension, ending on

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WHEREAS, the Parties acknowledge and agree that this AMENDMENT C is not intended to affect nor does it constitute an extinctive novation of the obligations of the Parties under the AGREEMENT;

WHEREAS, the PRDOH has the legal power and authority, in accordance with its enabling statute, the Organic Act, as amended, *supra*, the federal laws and regulations creating and allocating funds to the CDBG-DR program and the current Action Plan, to issue and award the subaward, enter and perform under this AMENDMENT C; and

WHEREAS, the SUBRECIPIENT has duly adopted Resolution dated October 11, 2019, authorizing María G. Rodríguez-Collazo, to enter into activities such as this AMENDMENT C on behalf of the SUBRECIPIENT.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the SUBRECIPIENT agree to execute this AMENDMENT C subject to the following:


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TERMS AND CONDITIONS

II. SAVINGS CLAUSE

The information included in this AMENDMENT C serves the purpose of amending the total budget of the AGREEMENT as well as modifying several of its exhibits. All other provisions of the original AGREEMENT shall continue to be in full force and effect, as amended by this AMENDMENT C.

III. SCOPE OF AMENDMENT

The Parties acknowledge and agree that this AMENDMENT C entails a modification of the total budget amount of the AGREEMENT. The budget is being increased for a new total budget amount of one million eight hundred sixty-five thousand seven hundred eighty-three dollars (**\$1,865,783.00**).

Other modifications are being incorporated into **Exhibit A** (Scope of Work), **Exhibit B** (Timelines and Performance Goals), **Exhibit C** (Key Personnel), **Exhibit D** (Budget), **Exhibit E** (Funds Certification), and **Exhibit G** (Subrogation and Assignment Provisions) as specified in the following section.

The period of performance of the AGREEMENT remains unaltered.

IV. AMENDMENTS

- A. **Exhibit A** (Scope of Work) of the AGREEMENT is being replaced by a modified **Exhibit A** (Scope of Work) hereto incorporated by reference into the AGREEMENT. (See **Attachment I** of this AMENDMENT C). The aforementioned exhibit is being modified to increase from ten (10) to fifteen (15) business days the period available to the Housing Counseling Agencies for documenting termination of housing counseling given to the applicant

counseling education courses or workshops that shall be offered to applicants and completed by the SUBRECIPIENT on a monthly basis.

- C. **Exhibit C** (Key Personnel) of the AGREEMENT is being replaced by a modified **Exhibit C** (Key Personnel) hereto incorporated by reference into the AGREEMENT and made part of the AGREEMENT. (See **Attachment III** of this AMENDMENT C).
- D. **Exhibit D** (Budget) of the AGREEMENT is being replaced by a modified **Exhibit D** (Budget) hereto incorporated by reference into the AGREEMENT and made part of the AGREEMENT. (See **Attachment IV** of this AMENDMENT C).

The **STAFFING** section of the aforementioned exhibit is being amended to modify the number of resources needed to occupy the following position:

1. Intake: A position is being added for a new total of three (3). The estimated monthly hours and the rate per hour for all the positions remained unaltered.

The aforementioned modification represents a budget increase in the Staffing section of fifty-nine thousand three hundred sixty-four dollars (**\$59,364.00**). As a result, the total cost for Staffing estimated for this AMENDMENT C is being increased from nine hundred sixty-one thousand four hundred forty dollars (\$961,440.00) to one million twenty thousand eight hundred four dollars (**\$1,020,804.00**).

Moreover, the aforementioned exhibit is being modified to increase the Overhead cost budget item in the **OTHER OPERATING** section, from one hundred eighty thousand eight hundred thirty-two dollars (\$180,832.00) to one hundred ninety thousand four hundred seventy-three dollars (**\$190,473.00**). This represents an increase of nine thousand six hundred forty-one dollars (**\$9,641.00**) in funds destined to cover Overhead costs.

- E. An additional **Exhibit E** (Funds Certification) is being incorporated by reference into the AGREEMENT to reflect the budget increase of sixty-nine thousand and five dollars (**\$69,005.00**) incorporated via this AMENDMENT C. (See **Attachment V** of this AMENDMENT C). Therefore, the new total budget amount available to the SUBRECIPIENT to continue undertaking its activities under the Program is one million eight hundred sixty-five thousand seven hundred eighty-three dollars (**\$1,865,783.00**).
- F. **Exhibit G** (Subrogation and Assignment Provisions) is being replaced by an updated version of **Exhibit G** (Subrogation and Assignment Provisions) hereto incorporated by reference into the AGREEMENT and made part of the AGREEMENT. The updated version merely clarifies a legal citation of an applicable federal regulation already included in the aforementioned exhibit. (See **Attachment VI** of this AMENDMENT C).

V. SEVERABILITY

If any provision of this AMENDMENT C is held invalid, the remainder of AMENDMENT C shall not be affected thereby, and all other parts of this AMENDMENT C shall nevertheless be in full force and effect.


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VII. 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.

VIII. ENTIRE AGREEMENT

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

IX. FEDERAL FUNDING

The fulfillment of the 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 AGREEMENT, as amended, must be made in accordance with the 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.

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
CDBG-DR Grantee**

William O. Rodriguez Rodriguez
By: William O. Rodriguez Rodriguez (May 24, 2022 18:35 EDT)
Name: William O. Rodríguez Rodríguez
Title: Secretary

**PATHSTONE CORPORATION
CDBG-DR Subrecipient**

Maria G Rodriguez-Collazo
By: Maria G Rodriguez-Collazo (May 24, 2022 08:55 EDT)
Name: María G. Rodríguez-Collazo
Title: Director of Housing Programs



EXHIBIT A

SCOPE OF WORK

HOUSING COUNSELING PROGRAM

PATHSTONE CORPORATION

1. Program Overview/Background

The involvement of Housing and Urban Development (**HUD**) approved housing counseling agencies to provide case management, expertise in home repair financing and oversight, expertise in homeowner's insurance, connections to disaster recovery networks, and expertise in the construction process has proven to be a valuable part of long-term recovery.


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Subsection 106(a) of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701x. Section 106 authorizes the provision of funding for public or private organizations to provide a broad range of housing counseling services to homeowners and tenants to assist them in improving their housing conditions and in meeting the responsibilities of tenancy or homeownership. This Section also states that the Secretary is authorized to provide counseling and advice to tenants and homeowners with respect to property maintenance, financial management, and such other matters as may be appropriate to assist them in improving their housing conditions and in meeting the responsibilities of tenancy or homeownership.


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The Housing Counseling Program (**Program**) from the Puerto Rico Department of Housing (**PRDOH**) will serve applicant needs in providing educational services to promote the understanding of housing counseling, mitigate default/foreclosure proceedings and many other services through trained, knowledgeable, unbiased agencies.

2. National Objectives

The national objective of the Program is to benefit low and moderate-income (**LMI**) persons (below 80% Area Median Family Income (**AMFI**) and Limited Clientele (LMC persons (51% of the beneficiaries of an activity must be LMI persons) according to HUD Modified Income Limits for CDBG-DR Puerto Rico). The Program will be offered as a public service.

3. Program Description

This Program will foster resilience through public education and advocacy delivered by HUD-Approved Housing Counseling professionals to explain the options available for citizens 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. These 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.¹

4. Tasks

In accordance with PRDOH approved Work Plans, each HCA will achieve the following tasks:

Deliver program services in the assigned area

- HCAs shall be responsible for providing housing counseling services in a PRDOH assigned service area to ensure the program is available to all Puerto Rican residents. This task shall include the following:
 - Identify the demographics of their service areas to ensure they deliver appropriate housing counseling services to those of varying incomes, age, education, etc.
 - Collect information through income verification to ensure the program is following the national objectives to benefit

¹ <https://www.hudexchange.info/resources/documents/Housing-Counseling-Disaster-Program-Guide.pdf>

the target populations of low and moderate-income persons, as well as those who are considered to be urgent need as defined by HUD.

- Target initial outreach to recovering residents located in high-risk areas (identified flood areas, storm surge areas, and landslide risk areas) and/or those who were denied Federal Emergency Management Agency (**FEMA**) assistance.
- Subrecipient will serve the municipalities of [Aguada, Aguadilla, Añasco, Cabo Rojo, Camuy, Guánica, Hatillo, Hormigueros, Isabela, Lajas, Lares, Las Marías, Maricao, Mayagüez, Moca, Quebradillas, Rincón, Sabana Grande, San Germán, San Sebastián, Utuado, Yauco].


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Complete program needs assessment

- HCAs shall address housing needs by implementing strategies based on the needs of the communities served. This task shall include the following:
 - Demonstrate an understanding of the need and problems of their target populations.
 - Document the strategies and methods intended to be used to address the identified needs of their target populations.
 - Provide services in formal classes, with established curriculum and instructional goals; in a group or classroom setting, or other formats approved by PRDOH.
 - Provide alternative settings or formats for the provision of housing counseling services for cases in which the agency and the client mutually agree on the need for an alternative setting or alternative format and cases in which the agency's facilities are not accessible.


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Document metrics and program standards

- HCAs shall implement the Program to achieve anticipated outcomes via appropriate staffing and client communication. This task shall include the following:
 - Document methodology which may include but is not limited to program management and process development.
 - Develop Program outcomes based on the program

methodology, needs assessment and services provided. Outcomes must be measurable and created to show the progress of the Program.

- Establish and maintain staff to implement the Program.
- Maintain accessible facilities for applicants that are clearly labeled, provide privacy, confidentiality and are open during normal business hours, offering extended hours when needed.
- Provide vital documents and information in alternative formats, as well as provide accessibility features or make alternate accommodations for persons with disabilities.
- Ensure housing counselors are fluent in the language of the applicant served.
- Ensure all documents provided to clients must be available in both English and Spanish.
- Implement applicant survey process to ensure satisfactory client experiences, including use of program survey template and reporting standards.


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Provide housing counseling services

- HCAs shall deliver HUD-approved services to their clients. Counselors will explain the options available for applicants receiving housing counseling services and determine individual housing needs. This task shall include the following:
 - Schedule initial consultation with applicants upon successful completion of intake for counseling services.
 - Identify the needs of applicants and recommend housing counseling services in initial meetings.
 - Assist applicants in scheduling housing counseling services.
 - Maintain contact with applicants throughout participation in the program.
 - Track number of applicants that receive housing counseling services, the number of times each course was provided and the total number of applicants that completed housing counseling services.

Maintain program compliance

- HCAs shall track and monitor program progress, ensure appropriate fee structure and maintain federal compliance. This task shall include the following:
 - Utilize an automated housing counseling client management system for the collection and reporting of client-level information including, but not limited to, financial and demographic data, counseling services provided and outcomes.
 - Identify existing fee structure and provide information on how to ensure that participants seeking CDBG-DR funded services will not be charged. Services provided through the Program must be free of charge to participants.
 - Collaborate with other CDBG-DR funded programs, including the Home Repair, Reconstruction or Relocation **(R3 Program)**.
 - Ensure compliance with the federal policy and procedural requirements.
 - Complete and submit quarterly reports to PRDOH.

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Perform other duties as assigned

- HCAs shall complete any other tasks necessary to complete the Housing Counseling Program.

5. Time Performance

Intake

Participants may be referred to HCAs by other CDBG-DR funded programs, including the R3 Program, directly from PRDOH, or self-referred. Once an HCA receives a referral from one of these sources, they shall contact the participant within **two (2) business days** to initiate intake.

Initial consultation

Applicants should provide all required documents within a reasonable timeframe to ensure progress and success of their participation in the Program. HCAs are responsible for **two (2) follow up contacts** with the Applicant to meet their consulting needs and/or maintain the application status as current. Follow up contacts must be documented in the automated housing counseling client management system.

If the Applicant fails to attend **two (2) scheduled consultations** without notifying the HCA, then their case may be put on hold. HCAs must document the meetings not attended without notice in the automated housing counseling client management system. The Applicant will be notified of this action.

Applicant Closeout

Termination occurs or may occur under any of these conditions:

- The client meets their housing need or resolves the housing problem;
- The agency determines that further housing counseling will not meet the client's housing need or resolve the client's housing problem;
- The agency attempts to, but is unable to, locate the client;
- The client does not follow the agreed-upon action plan;
- The client otherwise terminates housing counseling; or
- The client fails to appear for housing counseling appointments.

CA's must document termination of housing counseling within **ten (15) business days**.

Program-based Reconsideration / Administrative review requests

After terminating an applicant, that applicant may file a Program-based Reconsideration Request when it is believed there is an error with Program determinations.

The Applicant must submit a written Reconsideration Request directly with the HCA within **twenty (20) days** of being notified of the determination.

The HCA must review and address the Reconsideration Request within **fifteen (15) days** of its receipt. Applicants will be notified by the HCA of the reconsideration determination via a Reconsideration Request Approved or a Reconsideration Request Denied notification. Applications with an approved Reconsideration Request will return to active Program status and continue with the process as normal. The original termination remains for participants with a denied Reconsideration Request.

If an Applicant disagrees with a Program determination, or with the Reconsideration

Request Denial determination, said party may file directly to PRDOH, an Administrative Review Request. The HCA will provide the applicant with the contact information to do so. The Applicant must submit such request, in writing, within **twenty (20) days** of being notified of a Program determination or a Reconsideration Request Denial determination. The date of notification is that on which a determination was sent to the Applicant.

Program closeout

HCAs shall provide final reports for the outcomes of all residents serviced, as well as summary dashboards to indicate hard metrics of results achieved with the funding provided to PRDOH in the **last quarter of the program**. All records shall be retained and maintained for a period of **at least five (5) years**, starting from the closeout of the grant. Furthermore, they must be made available to PRDOH upon request.

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Quarterly reports

HCAs shall submit reports to track performance over time. Reports shall include, but are not limited to the following:

- Number of applicants received
- Initial meetings scheduled
- Initial meetings completed
- Number of applicants that those to continue with HC after initial meeting
- Number of applicants currently in housing counseling
- Number of times each course was provided
- Number of applicants that completed housing counseling
- Number of applicants closed out
- Percentage of applicants that are low to moderate income

Reports shall be submitted to PRDOH not later than **ten (10) business days** from the end of the quarter.

6. Budget

For details refer to **Exhibit D**.

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EXHIBIT B

TIMELINES AND PERFORMANCE GOALS

HOUSING COUNSELING PROGRAM

PATHSTONE CORPORATION

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.
- **Source of Verification** – The documentation used to verify that the Indicators have been met, and thus the activities are complete.
- **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 Households	# 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	Course's certification of completion	175 courses completed per month, per subrecipient	Monthly until 01/08/23
		#households served (total cases)	Household data as submitted through Canopy	300 LMI 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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EXHIBIT C

KEY PERSONNEL

HOUSING COUNSELING PROGRAM

PATHSTONE CORPORATION

Below is the Staffing Plan of PathStone Corporation 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
Director of Housing Programs	Supervision of Regional Program Administrator, Assistant, Intake and one Senior Housing Counselor. Responsible for the strategic planning of the program. Primary contact with PRDOH for all matters including meetings. Responsible for preparation and submission of monthly report, procurement process, invoices and contract compliance. Responsible for review and approval of all cases entered in PRHOH's case management system. Attend workshops and outreach events as needed.
Regional Program Administrator	Supervision of direct full time CDBG-DR program housing counselors and responsible for implementation, deliverables, compliance, metrics and federal and state regulation. Provide direct housing counseling services to clients and hurricane impacted applicants of R3 Program according to Exhibit A when needed.
Senior Housing Counselor	Provide direct housing counseling services to clients and hurricane impacted applicants of R3 Program according to Exhibit A.
Senior Housing Counselor	Provide direct housing counseling services to clients and hurricane impacted applicants of R3 Program according to Exhibit A.
Senior Housing Counselor	Provide direct housing counseling services to clients and hurricane impacted applicants of R3 Program according to Exhibit A.

Housing Counselor	<i>Provide direct housing counseling services to clients and hurricane impacted applicants of R3 Program according to Exhibit A.</i>
Housing Counselor	<i>Provide direct housing counseling services to clients and hurricane impacted applicants of R3 Program according to Exhibit A.</i>
Intake Specialist	<i>Provide initial orientations to applicants. Process all web unity applications received through the PRDHO client management system. Enter all new cases into the PRDHO client management system. Prepare files, labeled and reviewed documentation for compliance with HUD regulation. Coordinate one on one service as needed. Provide follow up on 30-60-90 days to all CDBG-DR program sponsored participants as needed.</i>
Intake Specialist	<i>Provide initial orientations to applicants. Process all web unity applications received through the PRDHO client management system. Enter all new cases into the PRDHO client management system. Prepare files, labeled and reviewed documentation for compliance with HUD regulation. Coordinate one on one service as needed. Provide follow up on 30-60-90 days to all CDBG-DR program sponsored participants as needed.</i>
Intake Specialist	<i>Provide initial orientations to R3 referrals. Coordinate workshops as needed. Follow up on applicants and receive calls to coordinate services and referrals. Assist R3 relocation participants with the process to contact realtors, property owners and developers to facilitate the identification of a replacement home. Prepare files, labeled and reviewed documentation for compliance with HUD regulation. Coordinate one on one service as needed. Provide follow up on 30-60-90 days as needed.</i>
Assistant	<i>Provide initial program requirements and guidance to all walk in and phone contact applicants on how to request services. Obtain all necessary documentation to from applicants and deliver documents by mail or email for completion. Follow up on applicants to obtain all necessary information. Prepare all materials for workshops and confirm applicants' attendance. Responsible for preparing all equipment for all Counselors for workshops out of the office and secure venue.</i>

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ATTACHMENT IV

EXHIBIT D – SECTION 1

BUDGET

HOUSING COUNSELING PROGRAM

PATHSTONE CORPORATION

DESCRIPTION SERVICES

This Program will foster resilience through public education and advocacy delivered by HUD-Approved Housing Counseling professionals to explain the options available for citizens 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. These 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.

PathStone will be providing services in approximately 22 Municipalities as described in Exhibit A.

STAFFING

Position	Qty. of Resources [A]	Estimated Hours per month per Resource [B]	Month Needed [C]	Hourly Rate [D]	Estimated Monthly Cost [E=AxBxD]	Estimated Cost for the Program [F=CxE]
Previous Expenditure (Staffing)						\$ 542,673.00
Staffing for Amendment C						
Director of Housing Programs	1	60	24	\$87.17	\$ 5,231.00	\$ 125,544.00
Regional Program Administrator	1	176	24	\$32.66	\$ 5,749.00	\$ 137,976.00
Sr Housing Counselor	1	168	24	\$31.11	\$ 5,227.00	\$ 125,448.00
Sr Housing Counselor	1	168	24	\$28.21	\$ 4,740.00	\$ 113,760.00
Sr Housing Counselor	1	168	24	\$26.85	\$ 4,511.00	\$ 108,264.00
Housing Counselor	1	168	24	\$22.97	\$ 3,859.00	\$ 92,616.00
Program Intake Specialist	1	176	24	\$26.85	\$ 4,726.00	\$ 113,424.00
Program Intake Specialist	1	176	24	\$19.84	\$ 3,492.00	\$ 83,808.00
Assistant	1	120	24	\$21.04	\$ 2,525.00	\$ 60,600.00
Program Intake Specialist	1	176	17	\$19.84	\$ 3,492.00	\$ 59,364.00
Total Estimated Monthly Cost:					\$ 43,552.00	
					Total Cost for Amendment:	\$ 1,020,804.00
					Total Maximum Cost for Staffing in SRA:	\$ 1,563,477.00

*Estimate amount in rate, hours, monthly cost, and cost for the program could vary based on actual need and work performed on the program

OTHER OPERATING

Item Name	Item Description	Budget
Previous Expenditures (Overhead)		\$ 101,288.00
Previous Expenditures (Travel)		\$ 2,817.00
Expenses for Amendment C		
Overhead	Indirect cost of the program through a Negotiated Indirect Cost Rate Agreement.	\$ 190,473.00
Travel	Transportation, lodging and subsistence charged on per diem and/or mileage basis.	\$ 7,728.00
Total Expenses for Amendment:		\$ 198,201.00
Total Cost for Expenses in SRA:		\$ 302,306.00

PROJECT ACTIVITY DELIVERY COSTS

Staffing	Hourly rates and salaries for the program staff members.	\$ 1,563,477.00
Other Operating	Operational costs such as travel and indirect cost for the program.	\$ 302,306.00
TOTAL COSTS		\$ 1,865,783.00
GRAND TOTAL		\$ 1,865,783.00

Budget Re-distribution

- a) The Subrecipient may request in writing to the PRDOH a re-distribution of the Maximum Authorized Budgets shown above without exceeding the Total Authorized Budget.
- b) The PRDOH will evaluate the re-distribution request to validate purpose and balance of funds, and if determined the re-distribution is in benefit for the Program and the balance of funds is validated, the PRDOH will provide written authorization to the Subrecipient. Until the written authorization is submitted by the PRDOH, the re-distribution cannot be considered as authorized.
- c) This re-distribution of funds as described here shall be considered binding and will not require an amendment to this SRA.

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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT V

Contract Code: cc5934-c
Type: Change Order A_V2
Original Registered Code:

CERTIFICATION OF FUNDS

Requested on behalf: CDBG-DR Director

The Finance Division certifies the availability of the following funds:

Contracting Of: PATHSTONE CORPORATION
Source of Funds: 14.228 CDBG Funds
For: Amendment C to 2020-DR0014 - Housing Counseling Program
Amount: \$69,005.00



The breakdown and grant of the certified funds is as follows:

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Grant	Area / Project	Activity Code	Category Description	Account	Amount
B-17-DM-72-0001	Housing	r01h12hcp-doh-lm	H - Indirect Cost	6090-01-000	\$9,641.00
B-17-DM-72-0001	Housing	r01h12hcp-doh-lm	H - Staff / Personnel (Sub-recipient)	6090-01-000	\$59,364.00
					<u>\$69,005.00</u>

The above distribution of funds is subject to changes and will be allocated in accordance with the executed agreement within the parties

If you have any questions, feel free to contact us at (787)274-2527.

Cesar Candelario Signed Date - 04/12/2022
Electronic Approval
Budget Manager

Nilda Baez Signed Date - 04/12/2022
Electronic Approval
Finance Director



EXHIBIT G

SUBROGATION AND ASSIGNMENT PROVISIONS

HOUSING COUNSELING PROGRAM

PATHSTONE CORPORATION

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.


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2. Subrogation and Assignment Relating to Funds Received from the Puerto Rico Department of Housing – Housing Counseling 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 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


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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**".

- 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.


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- 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.
 - (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


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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 State and Federal law (18 U.S.C. 287, 1001 and 31 U.S.C. 3729), 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.

END OF DOCUMENT


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



PATHSTONE (HC Program)-AMENDMENT C

Final Audit Report

2022-05-24

Created:	2022-05-24
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAX_pDm2WRFWYFI8sXoEPzTqIHT418Aefl

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-  Document created by Radames Comas Segarra (rcomas@vivienda.pr.gov)
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-  Document emailed to María G Rodríguez-Collazo (mrodriguez-collazo@pathstone.org) for signature
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-  Document emailed to William O. Rodriguez Rodriguez (w.rodriguez@vivienda.pr.gov) for signature
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-  Document e-signed by William O. Rodriguez Rodriguez (w.rodriguez@vivienda.pr.gov)
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