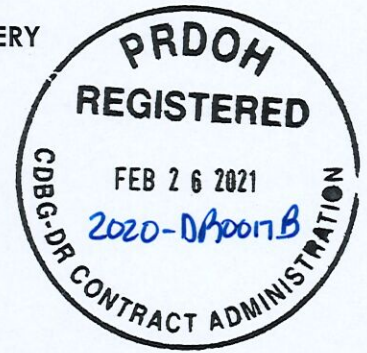




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY
(CDBG-DR)

**AMENDMENT B to the
SUBRECIPIENT AGREEMENT
BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING
AND THE
PONCE NEIGHBORHOOD HOUSING SERVICES, INC.**
Contract Number 2020-DR0017



This **AMENDMENT B TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "AMENDMENT B") is entered into this 25 day of February, 2021, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (the "PRDOH"), a public agency of the Government of Puerto Rico created under Act No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 *et seq.*, 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, Esq., of legal age, attorney, single, and resident of San Juan, Puerto Rico; and the **PONCE NEIGHBORHOOD HOUSING SERVICES, INC.** (the "SUBRECIPIENT"), a nonprofit corporation, with principal offices at Calle Mendez Vigo #57, Ponce, Puerto Rico, represented herein by its Executive Director, Elizabeth Colon-Rivera, of legal age, single, and resident of Ponce, Puerto Rico, collectively the "PARTIES".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on August 13, 2019, the PRDOH and the SUBRECIPIENT executed a Subrecipient Agreement, Contract Number 2020-DR0017 (hereinafter, "SUBRECIPIENT AGREEMENT") for \$749,979.86 for a period of performance ending on August 12, 2021; for the SUBRECIPIENT to undertake activities under the **Housing Counseling Program** (hereinafter, the "PROGRAM"). The focus of the PROGRAM is to provide recovering residents with wrap-around educational services to promote understanding of housing and financial options such as: financial literacy education, homebuyer counseling, credit repair counseling, mitigate default/foreclosure proceedings, etc.

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, on August 21, 2020, the SUBRECIPIENT AGREEMENT was amended through Amendment A, registered as Contract Number 2020-DR0017A, to replace Exhibit C- Key Personnel and Exhibit D- Budget (Section 1 and 2) and to conform the SUBRECIPIENT AGREEMENT to federal and state regulations and statutes. Neither the amount, account, nor period of performance were modified in Amendment A.

WHEREAS, it is the intention of the parties to modify the existing budget for cost-effectiveness and improvement of the quality of services;

WHEREAS, the parties intend to increase working hours and budget in the Staffing category and decrease the budget for technical and legal services in the Professional Services category. In the Other Operating category, the parties intend to remove the credit reports and decrease the marketing and travel budget, as well as the budget in the Equipment category.

WHEREAS, **Exhibit D – Section 1- Budget** is amended through this Amendment B, in addition to conforming the SUBRECIPIENT AGREEMENT to federal and state regulations and statutes as set forth in the sections below.

WHEREAS, this AMENDMENT B is not intended to affect, nor does it constitute an extinctive novation of the obligations of the parties under the SUBRECIPIENT AGREEMENT but it is

ECR
ECR

WORR
WORR

rather a modification and amendment of certain terms and conditions of the SUBRECIPIENT AGREEMENT;

WHEREAS, this AMENDMENT B does not affect the term nor the overall amount of the SUBRECIPIENT 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 the executed SUBRECIPIENT AGREEMENT; and,

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

TERMS AND CONDITIONS

II. SAVINGS CLAUSES

The information included in this AMENDMENT B serves the purpose of modifying and amending certain terms and conditions under the SUBRECIPIENT AGREEMENT in addition to modifying the **Exhibit D** described in Section II. ATTACHMENTS of the SUBRECIPIENT AGREEMENT. All other provisions of the SUBRECIPIENT AGREEMENT shall continue to be in full force and effect.

III. SCOPE OF AMENDMENT

The PRDOH and the SUBRECIPIENT have agreed to enter into this AMENDMENT B with the purpose of modifying certain sections of the existing agreement, as well as the **Exhibit D Section 1- Budget** of the SUBRECIPIENT AGREEMENT.

IV. AMENDMENTS¹

- A. **Exhibit D – Section 1- Budget** of the SUBRECIPIENT AGREEMENT is being replaced by a modified **Exhibit B – Section 1- Budget** hereto incorporated by reference into the SUBRECIPIENT AGREEMENT and made part of the Agreement (See **Attachment 1** of this Amendment B).
- B. All Attachments hereto are fully incorporated herewith such that the terms and conditions of the Attachments shall be as binding as any terms and conditions of this executed written AMENDMENT B. Should any inconsistency appear between the Attachments and this AMENDMENT B, the latter shall prevail.
- C. The parties intend to amend **SECTION III. Scope of Work, E. Nonperformance Standard** clause of the SUBRECIPIENT AGREEMENT, 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*

¹ For easier review, Amendments will appear in *italics* throughout the document.

decide if an extension is warranted, relative to the reasons stated as well as the prevailing circumstances.

D. The parties intend to amend **Section VI. Budget, C. Program Income** clause of the SUBRECIPIENT AGREEMENT, 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 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.

[Remainder of page left blank intentionally]

² Footnote related to the amended clause that appears as well in the original SUBRECIPIENT AGREEMENT:

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.

- E. The parties intend to update the CDBG-DR Grantees information on **Section VIII. Notices** of the SUBRECIPIENT AGREEMENT as follows:

CDBG-DR Grantee:

William O. Rodríguez Rodríguez, Esq.
Secretary
Puerto Rico Department of Housing
Puerto Rico Department of Housing
606 Barbosa Ave.
Juan C. Cordero Dávila Bldg.
San Juan, PR 00918

- F. The parties intend to amend **SECTION IX. AMENDMENT AND TERMINATION, B. Suspension or Termination, 7. Period of Transition** clause of the SUBRECIPIENT AGREEMENT, 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.

- G. The parties intend to amend **SECTION X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, P. Single Audit** clause of the SUBRECIPIENT AGREEMENT, with the following:

P. Single Audit

The Subrecipient must be audited as required by 2 C.F.R. part 200, subpart F, when the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. §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.

WRR
WRR

WRR
WRR

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

- H. The parties intend to amend **SECTION X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, T. Nondiscrimination** clause of the SUBRECIPIENT AGREEMENT, 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.³

- I. The parties intend to amend **SECTION X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS,** of the SUBRECIPIENT AGREEMENT, to add a new subsection **BB**, as follows:

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.

³ Footnote added to the amended clause:

Follow the link for document access at the CDBG-DR Website: <https://cdbq-dr.pr.gov/en/download/fair-housing-and-equal-opportunity-fheo-policy-for-cdbq-dr-programs/>.

ECR
ECR

WDRR
WDRR

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 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.

- J. The parties intend to rename **SECTION XXXII. MEMORANDUM NO. 2017-001; CIRCULAR LETTER 141-17 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR & THE OFFICE OF MANAGEMENT AND BUDGET** with the following:

SECTION XXXII. MEMORANDUM NO. 2021-003; CIRCULAR LETTER 001-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR & THE OFFICE OF MANAGEMENT AND BUDGET.

- K. The parties intend to amend and renamed **SECTION XXXVI. CONSOLIDATIONS, MERGERS, OR DISSOLUTIONS** of the SUBRECIPIENT AGREEMENT, with the following:

XXXVI. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, AND 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; and reference of any change in the

WRR
WRR

WRR
WRR

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.

- L. The parties intend to amend **SECTION XLII. SURVIVAL OF TERMS AND CONDITIONS**, in order to incorporate the new scope of the beforementioned Section XXXVI. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, AND DISSOLUTIONS. Section XXX will read as follows:

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, merger, 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.

- M. The parties agree to incorporate the following clause as **Section XLIII** of the SUBRECIPIENT AGREEMENT:

XLIII. FORCE MAJEURE

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, 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.

EW
ECR

WRR
WRR

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.

V - ASSIGNMENT OF RIGHTS

The Subrecipient shall not assign or transfer any interest in this Amendment without the prior written consent of the PRDOH.

VI - SEVERABILITY

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

VII - SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Amendment are included for convenience only and shall not limit or otherwise affect the terms of this Agreement, and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Amendment.

VIII - 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 this Amendment 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 this Amendment 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.

IX - SUBROGATION

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

X - COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this Amendment to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this Amendment and any subsequent amendment hereto. The services object of this Amendment may not be invoiced or paid until this Amendment 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.

Nonetheless, on April 15, 2020, the Comptroller of Puerto Rico issued Circular Letter OC-20-20 in which the **fifteen (15) day** period to remit a copy of the agreement to the Office of the Comptroller for registration following the execution of the agreement was extended until **fifteen (15) days** after the lockdown is over.

XI - ENTIRE AGREEMENT

This Agreement, as amended, constitutes the entire Agreement among the Parties for the use of funds received under this Agreement, as amended, and it supersedes all prior

ECR
ECR

WDRR
WDRR

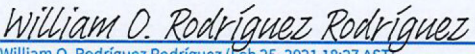
or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to this Agreement, as amended.

XII - COUNTERPARTS

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

IN WITNESS THEREOF, the PARTIES hereto execute this AMENDMENT B in the place and on the date first above written.

PUERTO RICO DEPARTMENT OF HOUSING, CDBG-DR Grantee


By: William O. Rodríguez Rodríguez (Feb 25, 2021 18:27 AST)
Name: William O. Rodríguez Rodríguez, Esq.
Title: Secretary

SUBRECIPIENT


By: Elizabeth Colón Rivera (Feb 25, 2021 16:05 EST)
Name: Elizabeth Colón Rivera
Title: Executive Director
DUNS Number: 031444321

Grant:	CDBG-DR
Contractor:	Ponce Neighborhood Housing Services, Inc.
Program:	Housing Counseling Program
DRGR Activity Code:	R01H12HCP-DOH

Cost Type	Chart of Accounts Code	Activity Description	CONTRACT Budget
-----------	------------------------	----------------------	-----------------

ADMINISTRATION			\$ -
Costs			
TOTAL COSTS			\$ -

PLANNING			\$ -
TOTAL COSTS			\$ -

PROJECT			\$ 749,979.86
----------------	--	--	---------------

Project			
TOTAL COSTS			\$ -

PROJECT ACTIVITY DELIVERY COSTS			
--	--	--	--

Staffing		Charges for the salaries and wage most also be support by record in indicating the total numbers of hour worked each month and including a compensation fringe benefit. (2 CFR 200.431) With this project Ponce NHS will use twelve employees that will be working directly with the Housing Counseling program.	\$641,148.94
Professional Services		cost of professional or consultant services rendered by person who are member of profession or possess special skills and who are not officers or employees are not expert. (2 CFR 200.459) The necessity of contracting these professional services will help the sub-grantee (Ponce NHS) comply with the federal's guidance and law requirements. This expert (legal assistance) will help with administrative situations or even any client who need it.	\$16,400.00
Other Operating		The project will be required working tools and resources that will include travel expenses, utilities, supplies and materials, equipment, workshop, credits reports fees, marketing, and promotion. This expense is significant for achieving our main goal.	\$70,432.38
Equipment		Tangible or intangible assets used in operation having a useful life of more than one year, include land, building, equipment, intellectual property (Photocopier and technology system, firmware, support services and related resources CFR 200.33/ CFR 200.2)	\$21,998.54
TOTAL COSTS			\$ 749,979.86
GRAND TOTAL			\$ 749,979.86

EVH
ECR

WORR
WORR

Budget Detail

Housing Counseling Program

Subrecipient Name: Ponce Neighborhood Housing Services, Inc.

STAFFING

Position	Qty. of Resources [A]	Max. Hours per month per Resource [B]	Hourly Rate [C]	Max Cost allocated per position *
Executive Director	1	131	\$72.79	\$112,045.95
Chief Financial Officer	1	131	\$59.67	\$118,671.09
Human Resources and Administrative Officer	1	100	\$20.74	\$32,673.47
Foreclosure Intervention and Housing Counselor I	1	160	\$32.82	\$82,422.75
Housing Counseling Support Officer	1	160	\$20.90	\$43,757.63
Foreclosure Intervention and Housing Counselor II	1	160	\$32.82	\$82,624.24
Community Organizer	1	70	\$20.20	\$18,935.03
Community Program Coordinator	1	125	\$19.58	\$33,814.04
Program and Quality Control Coordinator	1	150	\$28.96	\$50,066.30
Program Support and Data Entry	1	120	\$14.39	\$27,761.02
Finance and Loan Servicing Officer	1	100	\$18.64	\$19,357.17
Call Center and Program Officer	1	120	\$14.41	\$19,020.25
Total Cost:				\$641,148.94

* Amount is considering the expenses incurred until June 2020 and the remaining 13 months of the contract

EH
ECR

PROFESSIONAL SERVICES

Services Name	Services Description	Budget
Technical Assistance	These services will include, but not limited to: Marketing Adviser, Construction in Compliance Specialist, Emotional Management and Disaster,	\$8,400.00
Legal Services	This specialist will be working with legal assistance, the purpose is to comply with the federal and state regulations and take decisions in the law.	\$8,000.00
Total Budget for Services to be Contracted:		\$16,400.00

WORR
WORR

OTHER OPERATING

Item Name	Item Description	Budget
Outreach Material	Cover marketing and advertisement expenses to promote organizations services.	\$8,000.00
Travel	All travel, transportation, mileage and per diem cost	\$5,014.63
Credit Report	As part of housing counseling, the credit report is one of the documents required to the counseling process.	\$0.00
Operating Overhead - ICR	De Minimis 10%	\$57,417.75
Total Expenses Budget:		\$70,432.38

EQUIPMENT

Item Name	Item Description	Budget
Software	The software line item was added for the acquisition of a text messaging platform that will be used only for clients under CDBG-DR Funds	\$0.00
Computer Equipment	Photocopier for Ponce NHS Housing Counselors	\$21,998.54
Total Expenses Budget:		\$21,998.54

\$749,979.86









Ponce NHS SRA Amendment B

Final Audit Report

2021-02-25

Created:	2021-02-25
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUuSPYR8M5E0bGux2u9-ek3ZjrK6w52Ur

"Ponce NHS SRA Amendment B" History

-  Document created by Radames Comas Segarra (rcomas@vivienda.pr.gov)
2021-02-25 - 2:55:15 PM GMT- IP address: 196.28.53.20
-  Document emailed to Elizabeth Colon Rivera (elicolonrivera.poncenhs@gmail.com) for signature
2021-02-25 - 2:56:54 PM GMT
-  Email viewed by Elizabeth Colon Rivera (elicolonrivera.poncenhs@gmail.com)
2021-02-25 - 7:17:41 PM GMT- IP address: 142.196.154.0
-  Document e-signed by Elizabeth Colon Rivera (elicolonrivera.poncenhs@gmail.com)
Signature Date: 2021-02-25 - 9:05:22 PM GMT - Time Source: server- IP address: 172.58.171.167
-  Document emailed to William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov) for signature
2021-02-25 - 9:05:24 PM GMT
-  Email viewed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)
2021-02-25 - 10:25:45 PM GMT- IP address: 104.47.64.254
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)
Signature Date: 2021-02-25 - 10:27:36 PM GMT - Time Source: server- IP address: 70.45.47.107
-  Agreement completed.
2021-02-25 - 10:27:36 PM GMT