

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

AMENDMENT A to AGREEMENT FOR CASE MANAGER SERVICES BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING AND LPG CPA, PSC





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THIS <u>AMENDMENT A</u> to AGREEMENT FOR CASE MANAGER SERVICES, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 24 of May ______, 2022, 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 with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and LPG CPA, PSC (hereinafter, the "CONTRACTOR"), with principal offices in 624 Ave. Escorial Caparra Terrace, San Juan, Puerto Rico 00920, herein represented by Pedro A. Rosario Martínez, in his capacity as Director, of legal age, married, and resident of Guaynabo, Puerto Rico duly authorized by Resolution by the CONTRACTOR.

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on January 18, 2021 the PRDOH and the Contractor entered into an Agreement, which was registered under Contract No. 2021-DR-0068, for the performance of Case Manager Services for a maximum amount no to exceed of FOUR MILLION SEVEN HUNDRED FORTY THOUSAND EIGHT HUNDRED AND SEVENTY-FIVE DOLLARS (\$4,740,875.00) ending on January 18, 2023.

WHEREAS, as per Article XL of the Agreement, the agreement may be amended in writing and signed by a duly authorized representative of each party. Nonetheless, the amendment shall not invalidate the Agreement, nor release the Parties from their obligations under the Agreement.

Whereas, The Parties wish to amend Attachment C "Scope of Services" to include a new additional sub task, Task 2.1 (b) and a new requirement for task 3 (b) for the Re-Grow Program; Attachment D "Compensation Schedule" will be amended: Task 2.1 will be charged at \$810 and Task 3 will be charged at \$1,015, which represents a 20.11% increase in task cost. The prices were considered reasonable and were recommended by the PRDOH Procurement Division, according to a price reasonableness analysis. Attachment E "Performance Requirements" will also be amended to increase the monthly performance requirement for the case manager.

WHEREAS, this Amendment also conforms the agreement to federal, state, and local regulations and statutes.

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

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

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

II. SCOPE OF THE AMENDMENT

Tasks 2 and 3 will be modified by expanding their scope of work. Task 2 will require the creation of a Subtask 2.1, which will consist of an Agronomist visit and a report as well as the coordination performed by the Case Manager. As for Task 3, it will include an explanatory memorandum that will detail the Eligibility process with special attention to the analysis for criteria 1 (Duplication of Benefits) and 9 (Agricultural Capacity). Additionally, an increase in the total amount will be needed. The budget of the agreement will be modified by increasing TWO MILLION DOLLARS (\$2,000,000.00) to the total amount, for a total global amount of SIX MILLION SEVEN HUNDRED FORTY THOUSAND EIGHT HUNDRED AND SEVENTY-FIVE DOLLARS (\$6,740,875.00). Also, there will be a modification in the Performance Requirements to increase the monthly performance requirement for the case manager.

III. AMENDMENTS

- **A.** The Parties agree to replace **Attachment C** (Scope of Services) to include a new additional Sub Task, Task 2.1 (b) and a new requirement for Task 3 (b) for the Re-Grow Program. (**See Attachment C**)
- **B.** The Parties agree to replace **Attachment D** (Compensation Schedule): Task 2.1 will be charged at \$810 and Task 3 will be charged at \$1,015, which represents a 20.11% increase in task cost. The prices were considered reasonable and were recommended by the PRDOH Procurement Division, according to a price reasonableness analysis. (**See Attachment D**)
- **C.** The Parties agree to replace **Attachment E** (Performance Requirements) to increase the monthly performance requirement for the case manager. (**See Attachment E**)
- **D.** The Parties agree to replace **Section IV** (**B**) **Compensation and Payment** as follows:

B.The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed of SIX MILLION SEVEN HUNDRED FORTY THOUSAND EIGHT HUNDRED AND SEVENTY-FIVE DOLLARS (\$6,740,875.00). FOUR MILLION SEVEN HUNDRED FORTY THOUSAND EIGHT HUNDRED AND SEVENTY FIVE DOLLARS (\$4,740,875.00) from Account Number: R01E15SBF-EDC-LM/ R01E15SBF-EDC-UN/ R02E23RUR-DOA-LM/R02E23RUR-DOA-UN/R01 API ADM-DOH-NA 4190-10-000, and TWO MILLION DOLLARS (\$2,000,000.00) from Account Number: R02E23RUR-DOA-LM/ R02E23RUR-DOA-UN 6090-01-000.

- **E.** The Parties agree to replace **Article XXV.**, as follows:
 - XXV. MEMORANDUM NO. 2021-003; CIRCULAR LETTER 001-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)

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

F. The Parties agree to replace Article XXVIII. SECTION 3 CLAUSE, as follows:

- **A.** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- **B.** The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediments that would prevent them from complying with the part 75 regulations.
- **C.** The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the





person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- **D**. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.
- **E.** The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.
- **F.** The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 75.
- **G**. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- **H.** With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (46 U.S.C. § 5307) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section7(b).
- I. The Contractor agrees to submit, and shall require its subcontractors to submit to them, quarterly reports to the PRDOH detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.

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WORR WORR G.The Parties agree to add LIV Section:

LIV. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO):

- **A.** The PRDOH certifies that the CONTRACTOR was selected as the provider of the services described in this agreement, pursuant to OE 2021-029.
- **B.** The Parties certify that they acknowledge the provisions stated in OE 2021-029 and CC 013-2021. Any failure to comply with the requirements set forth in OE 2021-029 and CC 013-2021 will result in the termination of this agreement.
- C. The CONTRACTOR certifies that it has informed PRDOH of any current contractual relationship with any government entities of the Government of Puerto Rico. The CONTRACTOR certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the CONTRACTOR recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so required by PRDOH.
- **D.** The CONTRACTOR certifies that it has informed the PRDOH whether or not the entity is a public corporation whose shares are exchanged in a stock exchange properly regulated. In the event that the CONTRACTOR certifies that it is not a public corporation that exchanges shares in a stock change, the CONTRACTOR certifies it has completed the applicable certification as stated in CC-013-2021.
- H. The Parties agree to add LV Section

LV. FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED

The CONTRACTOR, as well as any subcontractors, shall comply with the provisions of the Fair Labor Standards Act (29 U.S.C. §§ 201-219), which governs such matters as Federal minimum wage rates and overtime, as supplemented by the Department of Labor regulations (29 C.F.R. Parts 500-899).

The CONTRACTOR agrees to comply and implement the applicable regulations of the U.S. Department of Labor at 29 C.F.R. Parts 500-899.¹

- I. All other terms and conditions of the Agreement remain unchanged.
- **J.** Each party represents that the person executing this Amendment A has the necessary legal authority to do so on behalf of the respective party.

IV. HEADINGS

The titles to the paragraphs of this Amendment A 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.





¹ https://www.dol.gov/agencies/whd/flsa

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 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 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. SUBROGATION





The Contractor acknowledges that funds provided through the Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by the 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 Contractor 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 the Agreement, as amended.

VII. 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 A 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.

VIII. ENTIRE AGREEMENT

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

IX. SEVERABILITY

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

X. 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)** calendar days of execution by the other party, this Amendment shall be null and void.

SIGNATURES ON THE FOLLOWING PAGE

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

PUERTO RICO DEPARTMENT OF HOUSING

LPG CPA, PSC

William O. Rodriguez Rodriguez
William O. Rodriguez (May 24, 2022 18:33 EDT)

edro A. Rosario (May 23, 2022 09:16 EDT)

William O. Rodríguez Rodríguez, Esq.
Secretary

Pedro A. Rosario Martínez

Director

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ATTACHMENT C

SCOPE OF SERVICES Request for Proposals Case Manager Services for Economic Recovery Programs Community Development Block Grant – Disaster Recovery Puerto Rico Department of Housing CDBG-DR-RFP-2020-03 (Revised for Addendum No. 3)

1. Introduction and Overview

The Puerto Rico Department of Housing (PRDOH) is issuing this Request for Proposal (RFP) to procure Case Manager Services to support PRDOH and Program partners, with the management of Applications, technical support to Applicants, processing support to administering partners or PRDOH, and outreach efforts on several Community Development Block Grant - Disaster Recovery (CDBG-DR) Programs (Economic Recovery Programs).

The PRDOH reserves the right, without limitations, to: (i) cancel this solicitation and reissue the RFP or another version of it, if it deems that doing so is in the best interest of the Public Interest; (ii) amend the contract(s) of the Selected Proposer to, among others, extend its original duration, as further explained in the RFP, or to extend its scope to include work under subsequent CDBG-DR action plans as related to the services requested herein, or to reduce the scale of its scope to decrease work as a consequence of underperformance or inexcusable delays related to the Case Manager services requested herein; and (iii) to contract with one or more qualified proposers for Case Managers as result of the selection of qualified Proposers or the cancellation of this RFP.

2. CDBG-DR Programs

A detailed description of the Economic Recovery Programs is included in the Action Plan approved by the U.S. Housing and Urban Development (HUD) on July 29, 2018. A complete copy of the Action Plan is available at www.cdbg-dr.pr.gov/action-plan. The Action Plan is in response to the disaster recovery after the devastation caused by Hurricanes Irma and María in Puerto Rico in 2017.

Key Staff may be assigned to one or more of the following CDBG-DR Economic Recovery Programs:

- Small Business Financing Program (SBF) Provides financing to small businesses affected by Hurricanes Irma or Maria. The first assistance offered by SBF is the Recovery Grants, providing up to a maximum of \$150,000 in recovery grants for working capital and/or equipment. The Economic Development Bank of Puerto Rico (BDE) is a Subrecipient and administering entity selected by PRDOH for this Program. Case Managers would provide guidance to Applicants and prospective applicants in the application process, to facilitate faster and more efficient reviews of applications and assist businesses in their planning and long-term goals. Additional information of the SBF Program is available at https://cdbg-dr.pr.gov/en/download/small-
- business-financing-program/.
- Re-Grow PR Urban and Rural Agriculture Program (Re-Grow)— is designed to assist the agricultural industry of Puerto Rico. It will offer grants to agricultural businesses that for a variety of farming eligible activities. Case Managers would assist Applicants during the

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application process, including assistance in acquiring required documentation needed to apply to the program. Case Managers may be asked to assist the entities contracted to administer the Program. Additional information of the Re-Grow Program is available at https://cdbg-dr.pr.gov/en/download/re-grow-pr-urban-rural-agriculture-program/.

The PRDOH aims to contract, at its discretion and in the best interest of the overall programs' implementation, one (1) to three (3) qualified proposers for Case Managers, under the CDBG-DR grant(s) for a period of two (2) years with an optional extension of up to one (1) additional year, subject to funds availability.

For all Programs, Grant and loan amounts will be calculated based on demonstrated unmet needs. Loan repayment terms may involve incremental forgiveness over the life of the loan based on the creation or retention of jobs or meeting another National Objective. Application criteria, National Objectives, and program guidelines will be published on the disaster recovery website subsequent PRDOH approval (www.cdbg-dr.pr.com).

The Proposer will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract. The scope of work presented is based upon circumstances existing at the time the RFP is released. The PRDOH reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contract.

If additional CDBG-DR funds are allocated to Puerto Rico during the life of the contract, Proposer staff may be assigned to work on those future federal grants awarded and potentially expand those services to accommodate other CDBG-DR programs yet to be defined in the current Action Plan. There is no guarantee of a minimum level of services which may be requested by the PRDOH under this Contract.

3. Staff, Services and Tasks

The Case Manager Services shall include the application intake and technical assistance (TA) services in the application process for the Economic Recovery Programs. The tasks include:

- Consultations with Applicants or prospective Applicants
- Pre-application preparation
- Submit complete applications
- Award Coordination
- Closeout Process

This section defines the Case Manager tasks that the Proposer must perform in order to support PRDOH in the administration of the CDBG-DR Economic Recovery Programs. The PRDOH reserves the right to retain Case Manager services for some of these programs internally and to contract one or more qualified proposers for Case Managers Services.

a. Services Requested

It is the intent of this RFP to identify and make available to the PRDOH qualified Case Managers capable of providing a wide range of Services. The role of the Case Managers is to cultivate and support eligible businesses for the CDBG-DR Economic Recovery Programs. The Case Manager will serve as principal contact for Applicants to provide technical assistance (TA) with business recovery and growth planning and support in producing vetted grant and/or





Attachment 1 - Scope of Services (Revised for Addendum No. 3) Case Manager Services for Economic Recovery Programs Community Development Block Grant – Disaster Recovery CDBG-DR-RFP-2020-03 Page 3/13

loan applications. This role is a combination of intake specialist, TA provider, coach and accountability as businesses owners recover and grow their businesses. Case Managers will be granted full access as needed to Program systems and Web Applications to better assist Applicants in managing their applications.

i. Timeline

The Case Manager Key Staff resources must be ready to begin working within two (2) weeks after the contract execution date. The Case Manager Key Staff resources include the Program Manager, Deputy Program Manager, Complaints Manager and Public Relations/Training Coordinator. During this period, other resources including the Case Managers and Analysts positions will be trained and will be equipped with training material that covers the full online application processes, including practice files to be used for learning and explanatory purposes. As the PRDOH may select more than one Case Manager, the specific geographic territories, municipalities or regions where each Case Manager shall perform work will be determined at the sole discretion of the PRDOH. Case Managers may not charge additional costs due to the PRDOH assignment of geographic territories, municipalities or regions. The Proposer must provide its own office space, office furniture, office supplies and personnel to staff the offices. The PRDOH may redefine geographic territories, municipalities or regions initially assigned based on Case Managers performance, compliance, and quality of work. The PRDOH will not guarantee a minimum number of applicants or cases to be handled by the Case Manager. The Case Manager's offices must be set up to assist Program Applicants with existing applications.

b. Staff Requirements

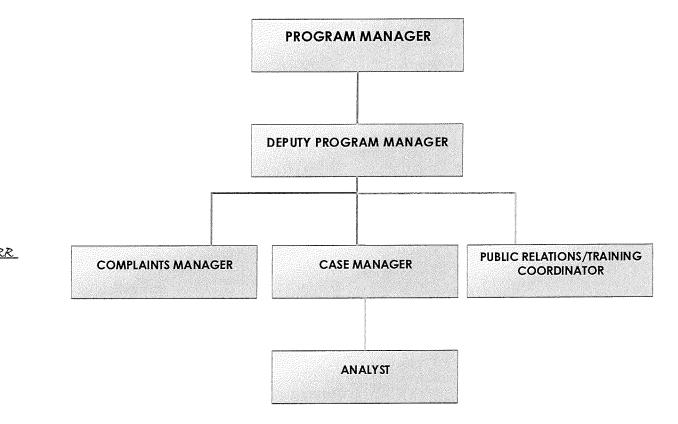
The Proposer shall have or will secure, at its own expense, all personnel required in performing the services under the Case Managers contract. Program PRDOH expects the Selected Proposer to provide competent and fully qualified staff that are authorized or permitted under federal, state and local law to perform the Scope of Services under this contract. The PRDOH reserves the right to request the removal of any staff not performing to standard.

The participation of any resource will require a written authorization from the PRDOH before they can commence work. No personnel may be assigned to the resulting contract without the written consent of the PRDOH; therefore, any service performed without PRDOH's written authorization cannot be invoiced and will not be reimbursed. The PRDOH reserves the right to request the removal of any staff not performing to PRDOH's expectative.

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Figure 1. Case Manager Key Staff and Regular Staff Organizational Chart



i. Organizational and Staffing Plan

An organizational chart detailing personnel, role and responsibilities of each person on the project, name of the resource or subcontractor, their planned level of effort, and their onsite availability. The Proposer should demonstrate their ability to adequately staff and scale each functional area to maintain agreed upon service levels throughout the life of the Programs.

Only those Key Staff as identified in the RFP will be required a resume or professional information.

ii. Key Staff (Per Hour)

The Proposer must demonstrate that it has personnel capable of handling the services required herein. For Key Staff as related to the engagement the Proposer must provide the name of resources to be assigned, their education, years of experience, licenses, certifications, and résumés or professional information, specifying year of graduation, start and end dates for each job position (s) and project (s).

The following represents the general descriptions for the Key Staff to be utilized in the Proposer's Proposal and, if awarded, the resulting contract:

Program Manager (Qty. 1)

The Program Manager will be available to meet with PRDOH staff as required and be able to provide PRDOH progress reports and other information as requested by PRDOH. The Program Managers will report to the PRDOH Programmatic Area Deputy Director and oversee Case Managers and Analyst. The responsibilities of the Program Manager include:

- Ability to serve specific business types and/or industries such as manufacturing, agriculture, retail or technology
- Manages technical and support staff and provides ongoing direction in the performance of the assigned program.
- Develops and monitors program plan including time and cost estimates.
- Ensures project outputs are delivered on schedule and within budget.
- Establishes milestones and monitors adherence to program plan and schedule, identifies program problems, and obtains solutions, such as allocation of resources.
- Prioritizes workload and determines staffing levels and any adjustments in staffing. Works with functional management to maintain a staffing level to ensure technical quality and appropriate experience levels are consistent with current and projected program activities.
- Reviews reports and briefings prepared by staff for quality and compliance to contract requirements.
- Leads discussions for program reviews. Prepares and delivers formal briefings.
- Complies with quality assurance and security procedures in the performance of duties.

Requirements:

Must have a bachelor's degree from an accredited institution and at least ten (10) years of experience in program management, banking, accounting, lending practices, business administration and/or entrepreneurship sector or related field. Disaster recovery or response, community development or related field experience is not required but convenient. Must be fully bilingual in English and Spanish.

• Deputy Program Manager (Qty. 1)

The Deputy Program Manager will be available to meet with PRDOH or its assigned Subrecipients. Must be able to attend public events related to the Programs. The responsibilities of the Deputy Program Manager include:

- Leads Program teams in a variety of settings.
- Monitoring program activities and coordinating resources.
- Attending personnel meetings
- Solving any issues that may arise





- Taking part to business development activities
- Assessing program efficiency.

Requirements:

Must have a bachelor's degree from an accredited institution and at least five (5) years of experience in program management, banking, accounting, lending practices, business administration and/or entrepreneurship sector or related field. Disaster recovery or response, community development or related field experience is not required but convenient. Must be fully bilingual in English and Spanish.

Complaints Manager (Qty. 1)

The Complaints Manager will be responsible for coordination of complaints resolution by performing tasks such as investigating the complaints, surveys, interviews, educating the Applicants, among other tasks. The Complaints Manager is in charge of providing and receiving complex and sensitive information which may also be contentious, in situations where there are significant barriers to acceptance which need to be overcome using developed interpersonal and communication skills (e.g. at meetings with complainants). The Complaints Manager is responsible to take a leading role in promoting the reporting of and learning from complaints including:

- Providing feedback/reports to the relevant Divisions
- Undertaking complex audits as appropriate using research methodology to benchmark complaint handling and monitor performance.
- Undertaking Divisional trend analysis
- To contribute to the development and implementation of specific delegated policies, procedures or guidelines relating to complaints.
- To work with the Head of Department to ensure that the learning needs of staff in relation to complaints handling are identified and that appropriate training is provided.
- Evaluation of complaints activity in terms of quality, scope and methodology and making appropriate recommendations.

Requirements:

Must have a bachelor's degree from an accredited institution and at least three (3) years of experience in program management, banking, accounting, lending practices, business administration and/or entrepreneurship sector, resolution of disputes or related field.

• Public Relations and Training Coordinator (Qty 1)

The Public Relations and Training Coordinator will be the main point of contact as related to public relations and trainings for the Program. As Public Relations Coordinator, this resource in coordination with its staff and PRDOH's own staff shall:

- Promote a positive image for the Programs.
- Assist in keeping the public informed about the Programs.





 Assist in arranging speaking engagements, planning and presenting press conferences and meetings, developing press releases and fact sheets, and promoting the overall program image.

As Training Coordinator, this resource shall:

- Conduct research necessary to develop, revise, or select training and development courses.
- Develop instructor materials, training catalogs, course outlines and manuals, background material, and training and development aids.

Requirements:

Must have a bachelor's degree from an accredited institution and at least three (3) years of experience working in the public relations field combined with two (2) years of experience in the delivery of training instruction and services. Must manage communications (speak, read and write) in Spanish and English languages.

4. Case Managers Staff Resources–Specific Per Unit Tasks

Case Manager (per Task)

The Case Manager will be assigned to cultivation of Applicants and will deliver application intake and TA services. The Case Manager may cultivate applicants within its existing network of local businesses as well as with businesses identified in the pre-application or post-application processes. A Case Manager assists Applicants in the application process for the Economic Recovery Programs.

Requirements:

Must have at least a bachelor's or associate degree from an accredited institution or have at least five (5) years of experience in case management, banking, accounting, lending practices, business administration or related field. Case Managers assigned to Re-Grow must have basic knowledge of the agricultural industry. Must be fully bilingual in English and Spanish.

Analyst (per Task)

Under the guidance of the Case Manager, the Analyst maintains regulated documents in compliance with Federal regulations by effectively utilizing the electronic document management system. Works in collaborative environment to effectively and efficiently assist the Applicants to comply with the requirements of the Economic Recovery Programs. Recommends application solutions in accordance with Programs. Reviews documentation to ensure compliance. Manages Applicant pipeline for efficiency. Collects and analyzes customer financial information for multifaceted and/or complex Applicants. Provides document control/clerical support performing routine activities under supervision of the Case Manager and within defined procedures. May have regular contact with Applicants, PRDOH employees and PRDOH Subrecipient and Partners to exchange or received information.





Attachment 1 - Scope of Services (Revised for Addendum No. 3) Case Manager Services for Economic Recovery Programs Community Development Block Grant – Disaster Recovery CDBG-DR-RFP-2020-03 Page 8/13

Requirements:

Must have an associate degree from an accredited institution or have at least three (3) years of hands-on experience in QA Document Control in a regulated environment. An equivalent combination of education, training and experience may substitute. Must be fully bilingual in English and Spanish.

5. Per Unit Tasks per Program

a. SBF Program:

Task 01(a): Consultations with Applicants or prospective Applicants of SBF

Per Unit Task

Case Managers will meet their assigned Applicants or any identified potential Applicants to the SBF Program to learn about the Applicant Business history and needs prior to beginning the Application or prior to completing the Eligibility Determination process. SBF Applicants or identified prospective applicants will be referred to Case Managers if they express an interest in applying for SBF and a need for assistance in doing so, or if otherwise referred to by the Program as current Applicants with incomplete applications. This task shall include the following in order to move on to the Submit Complete Application process:

- Contact referred prospective applicant or new potential applicants, schedule and participate in a meeting with prospective applicants.
- Interview prospective applicants to learn basics about the business history, ownership, financial overview, storm damage, and plans for the future of the business.
- Educate the prospective applicant on CDBG-DR basics and SBF program overview if needed.
- Discuss details on eligibility as contained in the SBF program guidelines with Applicants.
- Explain Duplication of Benefits concept and inquire about other benefits received or requested to Applicants.
- Explain to prospective applicant the requirements to prove proper use of any awarded funds and the possibility of recapture if a business does not comply with the closeout requirements.
- Identify if the Applicant is a good candidate for SBF or for a different program and advise Applicant of its options regarding SBF.
- Schedule a follow up meeting for Complete Application Submission process and provide list of required documents.

Task 02(a): Pre-Application Preparation

Per Unit Task

Case Managers will receive the requested basic documentation to get started, from the Applicant, PRDOH or other administering entity. Case Manager will review the documentation and coach Applicant on correcting any gaps in documentation. Analysts will assist Case Managers in collection of documents and acquiring information from Applicants. Task will include:

- Collecting required documentation such as business tax returns, proof that the business is registered to do business in Puerto Rico, proof of ownership by Puerto Rico resident(s), proof of storm damage, status of applicant's tax obligations, insurance and Duplication of Benefits documentation, and other program documents.
- Review financial information provided by Applicant for compliance with basic Program requirements.





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- Request that Applicant acquire any additional or missing documents.
- Explain eligibility and award calculation basics and review related documentation.
- Verify documentation to ensure Business appears to be eligible for the Program.
- Gather documentation on other sources of funding for working capital in cases where the unmet need is greater than \$50,000.
- Verify documentation to ensure Business (Applicant) appears to be eligible for the Program.

Task 03(a): Submit Complete Applications to the SBF Program

Per Unit Task

The Case Manager will assist Businesses in submitting a complete application package, including all required documentation required to determine eligibility. Case managers will provide technical assistance on filling out forms and the application. Case Manager shall be prepared to aid in the collection of all required information related to eligibility and duplication of benefits analysis for SBF. Analyst may assist Case Managers as needed in completion of this task. Case Manager will not be responsible for making final determinations as to eligibility and award amounts. Applications that result in an Eligibility determination (included those determined Eligible or Not Eligible) by the Program will be considered completed Unit Tasks. This task includes:

- Prepare the Application package.
- Explain to Applicant how the application process works, including teaching Applicant how to navigate the online application system.
- Assist Applicants in completing the online application for SBF.
- Review financial information provided by Applicant for compliance with basic Program requirements on type of files and formats accepted.
- Explain eligibility and award calculation basics and review related documentation.
- Ensure enough and correct documentation for Program to be able to make a determination of eligibility.
- Request that Applicant acquire any additional or missing documents requested by the Application or by the SBF program until a determination of eligibility is made by the Program.
- If a determination of eligibility is reached by the Program, task will be complete.
- If a determination of ineligibility is reached, Case Manager will explain the Reconsideration and Administrative Processes in SBF to Applicant and close the file after conducting guidance on that topic.

Task 04(a): Award Coordination

Per Unit Task

When indicated by the SBF Program or by PRDOH, Case Manager shall be prepared to assist Applicants and the administering entitythe administering entity assigned by PRDOH for this Program in coordinating the Closing Meetings, assist in executing Grant Agreements or other Award process documents. Analysts may assist Case Managers as needed. This task includes:

- Assist Applicant coordinating time and place for a Closing Meeting.
- Explaining to Applicant the Award process for SBF, including documents such as Intended Use of Funds, Grant or Loan Agreement, Conflict of Interest Forms, and disbursement instructions.
- Case Managers will accompany Applicant to Closing Meeting, or participate in virtual closing meeting or Closing telephonic conference.





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• Explain all terms of the Grant Agreement, including preparing the Applicant for compliance with the receipt and closeout process.

Task 05(a): Closeout Process

Per Unit Task

Case Managers will assist their assigned Applicants with the Closeout process requirements to ensure proper spending according to the approved intended use of funds and complete the closeout of the file. Case Managers are not responsible for making determinations (determinations are made by the Programs' Administering Entity) on compliance with the Closeout process but will assist Applicants in understanding their responsibilities during this stage of the process. This task shall include the following:

- Guiding Applicant through the Closeout requirements and process in SBF.
- Ensure reporting data of LMI job creation and other National Objectives is being captured.
- Assist Applicant in collecting and providing receipts to comply with its responsibilities as
 Grant recipient, and other closeout documents to provide to the administering entity) until
 the Program notifies Applicant of a successful close out of the file.
- Review any assigned, previously closed out cases, or cases in process of closeout, for compliance verification.

b. For Re-Grow Program:

Task 01(b): Pre-Application Consultations with Prospective Applicants of Re-Grow Per Unit Task

Case Manager will meet their assigned Applicants to the Re-Grow Program to learn about the Applicant Business history and needs prior to beginning the Application process. Assigned Applicants will be referred to Case Managers if they express an interest in applying for Re-Grow and a need for assistance in doing so. This task shall include the following in order to move on to the Application process:

- Contact referred prospective applicant, schedule and participate in a 1-hour meeting with prospective applicants.
- Visit business location and document the operations.
- Interview prospective applicants to learn basics about the business history, ownership, financial overview, storm damage, and plans for the future of the business.
- Educate the prospective applicant on CDBG-DR basics and Re-Grow Program overview.
- Inquire about risk mitigation and other business policies.
- Discuss details on eligibility as contained in the Re-Grow Program guidelines.
- Explain Duplication of Benefits concept and inquire about other benefits received or requested.
- Explain to prospective applicant the requirements to prove proper use of any awarded funds and the possibility of recapture if a business does not comply with the closeout requirements.
- Identify if the Applicant is a good candidate for Re-Grow or for a different program. If
 prospective applicant is not a good candidate for Re-Grow, Case Manager will advise
 prospective applicant and refer them to another program, is possible. Case Manager file
 a report with PRDOH or its assigned Partner to close the file.
- Schedule a follow up meeting for Pre-Application process and provide list of required documents.





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Task 02(b): Pre-Application Preparation

Per Unit Task

Upon receipt of requested basic documentation from the Applicant or from the entity assigned by PRDOH, Case Manager will review the documentation and coach Applicant on correcting any gaps in documentation to prepare their full Application. Analyst may assist the Case Manager in processing of documents and information. Task will include:

- Collecting required documentation such as business tax returns, proof of ownership, proof of pre-disaster business conditions and storm damage, status of applicant's tax obligations, insurance and Duplication of Benefits documentation, and other program documents.
- Be available to answer program questions from Applicant.
- Review financial information provided by Applicant for compliance with basic Program requirements.
- Request that Applicant acquire any additional or missing documents.
- Explain eligibility and award calculation basics and review related documentation.

Task 02.1(b): Coordination of Agronomist visit and report

Per Unit Task

Case Manager will coordinate, when necessary, a visit by an agronomist to the Applicant's project site. The agronomist must also submit a report with their findings and recommendations, as requested by PRDOH. The unit price for this subtask includes all incidental expenses such as, but not limited to, travel, mileage, operating expenses related to the coordination of the visit between the Applicant and the agronomist, and administrative costs.

Task 03(b): Submit Full Applications to the ReGrow Program

Per Unit Task

The Case Manager will assist Businesses in submitting a complete application package, including all required documentation required to determine eligibility. Case Managers will provide technical assistance on filling out forms and application. Case Manager shall be prepared to aid in the collection of all required information related to eligibility and duplication of benefits analysis for Re-Grow. Analyst may assist the Case Manager as needed in competing this task. Case Manager will not be responsible for making final determinations as to eligibility and award amounts. Applications that result in an Eligibility determination (included those determined Eligible or Not Eligible) by the Program will be considered completed Unit Tasks. This task includes:

- Assist Applicants in submitting a complete online application for Re-Grow.
- Ensure enough and correct documentation for Program to be able to make a determination of eligibility.
- If a determination of eligibility is reached by the Program, task will be complete.
- If a determination of ineligibility is reached, Case Manager will explain the Reconsideration and Administrative Processes in Re-Grow to Applicant and close the file after conducting guidance on that topic.
- Preparing Memorandum explaining the eligibility process and the reasons on which the
 determination of eligibility or ineligibility was based. The Memorandum should detail the
 analysis performed by the Case Manager for each of the eleven (11) eligibility criteria, with
 a particular emphasis on criteria No. 1 (Duplication of Benefits) and No. 9 (Agricultural
 Capacity). The memorandum must also include the determination reached for each of
 the criterion and a summary of the information evaluated by the Case Manager.

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Attachment 1 - Scope of Services (Revised for Addendum No. 3) Case Manager Services for Economic Recovery Programs Community Development Block Grant – Disaster Recovery CDBG-DR-RFP-2020-03 Page 12/13

Task 04(b): Award Coordination

Per Unit Task

When indicated by the Re-Grow Program or by PRDOH, Case Manager shall be prepared to assist Applicants in their Closing Meetings with the Program's Administering Entity, executing Grant Agreements or other Award process documents. Analyst may assist as needed. This task includes:

- Assist Applicant coordinating time and place for a Closing Meeting.
- Explaining to Applicant the Award process for Re-Grow, including documents such as Intended Use of Funds, Grant or Loan Agreement, Conflict of Interest Forms, and disbursement instructions.
- Case Managers will accompany Applicant to Closing Meeting, or participate in virtual closing meeting or Closing telephonic conference

Task 05(b): Closeout Process

Per Unit Task

Case Managers will assist their assigned Applicants with the Closeout process requirements to ensure proper spending according to the approved intended use of funds and complete the closeout of the file. Case Managers are not responsible for making determinations on compliance with the Closeout process but will assist Applicants in understanding their responsibilities during this stage of the process. This task shall include the following:

- Guiding Applicant through the Closeout requirements and process in Re-Grow.
- Ensure reporting data of LMI job creation and other National Objectives is being captured.
- Assist Applicant in collecting and providing receipts and other closeout documents to the administering entity until the Program notifies Applicant of a successful close out of the file.
- Review any assigned, previously closed out or in process of closeout cases for compliance verification.

The PRDOH reserves the right to modify or delete the number of approximate Applications participating in the CDBG-DR Economic Recovery Programs and the number of hours dedicated by the resource in each Tasks; or to distribute between selected Proposers the number Applications received.

Additional Services (Allowance)

Specific cases may require additional services to those stated above. For such services, the contract shall include an allowance and the Proposer shall provide the PRDOH with unit pricing of the additional tasks to be performed. No additional task may be performed by the Proposer without authorization of the PRDOH.

Whenever an additional service will be utilized, the Selected Proposer will submit to the PRDOH a Request for Authorization (RFA), which includes the justification and costs (unit pricing and/or hourly rates) for the services. An allowance would be included in the contract for these additional services available on as-needed basis, after the RFA is approved by the PRDOH.







7. General Services included in completing previously outlined Tasks

a. Applicant Recovery and Growth Plan or Strategy

The Case Managers will need to work with Applicants to make sure Applications are filled out completely and thoughtfully and carry out any roles that may be assigned by PRDOH as part of the Applicant assistance efforts of PRDOH or its assigned partners. The Case Managers will need to guide the Applicant and make a judgement as to whether an Applicant is ready to submit their application for review. If they are not ready the Case Manager will need to explain any deficiencies and, if appropriate, coach the Applicant to complete any missing parts of the application process.

b. CDBG-DR Assistance

Based on the information required by the CDBG-DR Program, Case Manager will be providing guidance to ensure compliance with CDBG-DR rules and procedures. Case Manager's will need to understand the National Objectives of the Program they are assigned and shall possess a comprehensive understanding of the Program Guidelines and CDBG-DR rules.

c. Recovery and Growth Goals

Case Manager's will serve as financial coaches to Applicants, will assist in planning for the use of the CDBG-DR funds and long-term financial growth strategies.

d. Training

The Proposer shall provide fully trained and experienced personnel (including replacement personnel) required for performance of any work under the Contract. This includes training necessary to identify the financial product that best matches the needs and capacity of the applicant's business. Training of personnel shall be performed by the Proposer at its own expense except when the PRDOH has given prior approval for training to meet special requirements that are unique to a particular task.

8. Response Requirements

Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the PRDOH to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

NOTE: FALSE OR MISLEADING STATEMENTS REGARDING STAFF QUALIFICATIONS OR PRIOR PROJECTS WILL RESULT IN THE DISQUALIFICATION OF THE RESPONSE AND CANCELLATION OF ANY RESULTING CONTRACT IF DISCOVERED AFTER AWARD.

END OF SCOPE OF SERVICES







ATTACHMENT D



Compensation Schedule Case Manager Services for Economic Recovery Programs Community Development Block Grant – Disaster Recovery

Contractor:

LPG CPA, PSC

Key Staff Resources

The Contractor will be compensated based on hours worked and hourly rates for each of the Key Staff as follows:

Position	Rate Per Hour
Program Manager	\$179.00
Deputy Program Manager	\$130.00
Complaints Manager	\$145.00
Public Relations and Training Coordinator	\$90.00



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Cost for SBF Program per Unit Basis

The Contractor will be compensated based on as a Per Unit Cost based on actual SBF Applications completed¹, up to the Total Cost per SBF Application, as follows:

Position	Unit Price	Task 1	Task 2	Task 3	Task 4	Task 5	Total
Case Manager	\$85.00	\$ 340.00	\$ 680.00	\$ 510.00	\$ 340.00	\$ 340.00	\$2,210.00
Analyst	\$55.00	\$ -	\$ 220.00	\$ 110.00	\$ 55.00	\$110.00	\$ 495.00
		\$ 340.00	\$ 900.00	\$ 620.00	\$ 395.00	\$ 450.00	\$ 2,705.00

Cost for Re-Grow Program per Unit Basis

The Contractor will be compensated based on as a Per Unit Cost based on actual Re-Grow Applications completed, up to the Total Cost per Re-Grow Application, as follows:

Position	Unit Price	Task 1	Task 2	Task 2.1	Task 3	Task 4	Task 5	Total
Case Manager	\$85.00	\$ 510.00	\$ 850.00	\$ 810.00	\$ 850.00	\$ 425.00	\$ 340.00	\$ 3,785.00
Financial Analyst	\$55.00	\$ -	\$ 220.00	\$ -	\$ 165.00	\$ 55.00	\$ 110.00	\$ 550.00
		\$ 510.00	\$ 1,070.00	\$ 810.00	\$ 1.015.00	\$ 480.00	\$ 450.00	\$ 4,355.00

Additional Services

Allowance for Additional Services

\$83,333.33

¹ Complete Application is defined as: An application with all required documentation necessary to make an eligibility and underwriting determination. Case Managers will complete these applications during Task 03(a) detailed in Attachment C: Scope of Services. Tasks 01(a) and Task 02(a) of said document support this process by educating applicants and ensuring applications are submitted with a greater amount of required documentation.

TIMELINES AND PERFORMANCE GOALS

1. PROGRAM OBJECTIVE:

Support the recovery and growth of the small business and Microenterprises sector due to damage from Hurricanes Irma and Maria through the Award of grants to eligible businesses.

TERMS:

- Key Objective The major objectives the Program wants to achieve
- 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.
- Target The goal for each of the Indicators.
- Timeline- The expected completion date or timeframe.





2. TIMELINES & PERFORMANCE GOALS

OBJECTIVE: PROVIDE SBF GRANTS TO SMALL BUSINESSES THAT SUFFERED DAMAGES FROM IRMA AND/OR MARIA

	KEY OBJECTIVE #1	KEY ACTIVITY	INDICATOR	SOURCE OF VERIFICATION	TARGET	TIMELINE
	1) Assist the SBF Program with Services to Applicants, Application Documentation,	1.1 Assist with Applicant Program Inquiries, Pre- Application Preparation and Award Coordination	Time to answer inquiry	Dashboards, Grant Management System, Monthly Reports and Emails	Inquiries must be answered within 5 business days of being received	Recurring up to the expiration of the Agreement
RR_	and Closeout	1.2 Fully document applications with all required documentation necessary to make an eligibility and underwriting determination.	 # of fully documented Applications submitted for Underwriting per Month Time to Attend New Application 	Dashboards, Grant Management System and Monthly Repots	 115 Fully Documented Applications submitted for Underwriting per Month Work on New Applications must begin within 15 days of being received 	Recurring up to the expiration of the Agreement
		1.3 Assist other programmatic areas in the execution of the Program	Time to answer information requests	Dashboards, Grant Management System and Monthly Repots	Information request received from other programmatic areas must be answered within 3 business days of request.	Recurring up to the expiration of the Agreement

1.4 Assist in the Expenditure Review and Closeout process	 Time to contact the Applicant to comply with the Expenditure Compliance Timeframe 	Dashboards, Grant Management System, Monthly Reports and Emails	Submit the Closeout Recommendation 45 days upon completion of the Applicant's Expenditure Compliance Timeframe	Recurring up to the expiration of the Agreement
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2.1.1. <u>KEY ACTIVITY 1.1 ASSIST WITH APPLICANT PROGRAM INQUIRIES, PRE-APPLICATION PREPARATION AND AWARD COORDINATION</u>





Case Managers will meet their assigned Applicants or any identified potential Applicants to the SBF Program to learn about the Applicant Business history and needs prior to beginning the Application or prior to completing the Eligibility Determination process. Case Managers will receive the requested basic documentation to get started, from the Applicant, PRDOH or other administering entity. Case Manager will review the documentation and coach Applicant on correcting any gaps in documentation. Other request for application status, written or via voice calls, will also be attended by the Case Managers.

- Inquiries must be answered within 5 business days of being received.
- Program Goals are based on the current needs of the SBF Program. PRDOH reserves the right to change these goals
 as the need arises. PRDOH will notify the Case Manager, at the program level, in writing 30 days prior to the new
 goals taking effect.

2.1.2. <u>KEY ACTIVITY 1.2 FULLY DOCUMENT APPLICATIONS WITH ALL REQUIRED DOCUMENTATION NECESSARY TO MAKE AN</u> ELIGIBILITY AND UNDERWRITING DETERMINATION.

The Case Manager will assist Businesses in submitting a complete application package, including all required documentation required to determine eligibility. Case managers will provide technical assistance on filling out forms and the application. Case Manager shall be prepared to aid in the collection of all required information related to eligibility and duplication of benefits analysis for SBF.

- 115 Fully Documented Applications at minimum submitted for Underwriting per Month
- Program Goals are based on the current needs of the SBF Program. PRDOH reserves the right to change these goals
 as the need arises. PRDOH will notify the Case Manager, at the program level, in writing 30 days prior to the new
 goals taking effect.

2.1.3. KEY ACTIVITY 1.3 ASSIST OTHER PROGRAMMATIC AREAS IN THE EXECUTION OF THE PROGRAM

The SBF Program will communicate with Case Managers on a regular basis requesting information and other time sensitive matters. Other programmatic areas, for example BDE, will also request information, including but not limited to, responses from applicants, additional documentation, and returning submitted applications due to missing documentation. In order to maintain the pace of the SBF Program Case Managers must respond within a certain timeframe.

• Information request received from other programmatic areas must be answered within 3 business days of request.



Referrals:



 The Case Manager may cultivate applicants within its existing network of local businesses. If the subrecipient should bring applicants or referrals into the process, the subrecipient will be required to finalize the Applicant's application process.

Liquidated Damages:

• Answering within 3 business days for information requests, a monetary penalty of \$100.00 should be applied per day up to a maximum of \$500.00. For the purpose of applying and calculating such liquidated damages, a grace period of **ninety (90) days** shall be observed.

2.1.4 KEY ACTIVITY 1.3 ASSIST OTHER PROGRAMMATIC AREAS IN THE EXECUTION OF THE PROGRAM

The Case Manager must submit the closeout recommendation no later than forty-five (45) days upon completion of the Applicant's Expenditure Compliance Timeframe.

3. TIMELINES & PERFORMANCE GOALS - RGRW PROGRAM

OBJECTIVE: PROVIDE RGRW GRANTS TO SMALL AND MEDIUM AGRICULTURAL BUSINESSES IN RESPONSE TO HURRICANE DAMAGES TO THE ECONOMIC SECTOR CAUSED BY IRMA/MARIA

	KEY OBJECTIVE #1	KEY ACTIVITY	INDICATOR	SOURCE OF VERIFICATION	TARGET	TIMELINE
	1) Assist the RGRW Program with Services to Applicants, Application Documentation, and Closeout	1.1 Assist with Applicant Program Inquiries, Pre- Application Preparation and Award Coordination	Time to answer inquiry	Dashboards, Grant Management System, Monthly Reports and Emails	Inquiries must be answered within 5 business days of being received	Recurring up to the expiration of the Agreement
RR_		1.2 Fully document applications with all required documentation necessary to make an eligibility and underwriting determination, and fully evaluate eligibility criteria for each application	 # of fully evaluated Applications for eligibility criteria per Month Time to Attend New Application 	Dashboards, Grant Management System and Monthly Reports	 60 Fully Documented Applications submitted with each Eligibility criteria complete, with fully evaluate eligibility criteria, and ready for Underwriting per Month Work on New Applications must begin within 15 days of being received 	Recurring up to the expiration of the Agreement
		1.3 Assist other programmatic areas in the execution of the Program	Time to answer information requests	Dashboards, Grant Management System and Monthly Reports	Information request received from other programmatic areas must be answered within 3 business days of request	Recurring up to the expiration of the Agreement

1.4 Assist in the Expenditure Review and Closeout process	Time to contact the Applicant to comply with the Expenditure Compliance Timeframe	Dashboards, Grant Management System, Monthly Reports and Emails	Submit the Closeout Recommendation 45 days upon completion of the Applicant's Expenditure Compliance Timeframe	Recurring up to the expiration of the Agreement
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3.1.1. <u>KEY ACTIVITY 1.1 ASSIST WITH APPLICANT PROGRAM INQUIRIES, PRE-APPLICATION PREPARATION AND AWARD COORDINATION</u>

Case Managers will meet their assigned Applicants or any identified potential Applicants to the RGRW Program to learn about the Applicant Business history and needs prior to beginning the Application or prior to completing the Eligibility Determination process. Case Managers will receive the requested basic documentation to get started, from the Applicant, PRDOH or other administering entity. Case Manager will review the documentation and coach Applicant on correcting any gaps in documentation. Other request for application status, written or via voice calls, will also be attended by the Case Managers.



- Inquiries must be answered within 5 business days of being received.
- Program Goals are based on the current needs of the RGRW Program. PRDOH reserves the right to change these
 goals as the need arises. PRDOH will notify the Case Manager, at the program level, in writing 30 days prior to the
 new goals taking effect.

3.1.2. KEY ACTIVITY 1.2 FULLY EVALUATE APPLICATIONS FOR ELIGIBILITY CRITERIA IN PREPARATION FOR UNDERWRITING.

The Case Manager will assist Businesses in submitting a complete application package, including all required documentation required to determine eligibility. Case managers will provide technical assistance on filling out forms and the application. Case Manager shall be prepared to aid in the collection of all required information related to application intake and eligibility analysis for RGRW.

• 60 Fully Documented Applications with each Eligibility criteria fully evaluated and complete at minimum submitted for Underwriting per Month

Program Goals are based on the current needs of the RGRW Program. PRDOH reserves the right to change these
goals as the need arises. PRDOH will notify the Case Manager, at the program level, in writing 30 days prior to the
new goals taking effect.

3.1.3. KEY ACTIVITY 1.3 ASSIST OTHER PROGRAMMATIC AREAS IN THE EXECUTION OF THE PROGRAM

The RGRW Program will communicate with Case Managers on a regular basis requesting information and other time sensitive matters. Other programmatic areas, for example PRSTRT, will also request information, including but not limited to, responses from applicants, additional documentation, and returning submitted applications due to missing documentation. In order to maintain the pace of the RGRW Program Case Managers must respond within a certain timeframe.

• Information request received from other programmatic areas must be answered within 3 business days of request.



Referrals:



 The Case Manager may cultivate applicants within its existing network of local businesses. If the subrecipient should bring applicants or referrals into the process, the subrecipient will be required to finalize the Applicant's application process.

Liquidated Damages:

Answering within 3 business days for information requests, a monetary penalty of \$100.00 should be applied per day
up to a maximum of \$500.00. For the purpose of applying and calculating such liquidated damages, a grace period
of ninety (90) days shall be observed.

3.1.4. KEY ACTIVITY 1.3 ASSIST OTHER PROGRAMMATIC AREAS IN THE EXECUTION OF THE PROGRAM

The Case Manager must submit the closeout recommendation no later than forty-five (45) days upon completion of the Applicant's Expenditure Compliance Timeframe.

AMENDMENT A LPG CPA PSC

Final Audit Report

2022-05-24

Created:

2022-05-20

Ву:

Radames Comas Segarra (rcomas@vivienda.pr.gov)

Status:

Signed

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