



COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY

**AMENDMENT B to AGREEMENT FOR
CASE MANAGER SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
FAMILY ENDEAVORS DBA ENDEAVORS, INC**



THIS AMENDMENT B to AGREEMENT FOR CASE MANAGER SERVICES, (hereinafter referred to as "**Agreement**") is entered into in San Juan, Puerto Rico, this 11 of August, 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 ("Organic 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 **FAMILY ENDEAVORS DBA ENDEAVORS, INC** (hereinafter, "**CONTRACTOR**"), with principal offices in 6363 De Zavala Rd, San Antonio, TX 78249, herein represented by Carlos Cubero Alers, in his capacity as Director of Operations, of legal age, single, and resident of Bayamón, Puerto Rico duly authorized by Resolution by the CONTRACTOR.

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I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on February 17, 2021 the PRDOH and the Contractor entered into an Agreement, which was registered under Contract No. 2021-DR-0094, 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 February 17, 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, on May 24, 2022, the PRDOH and the Contractor executed an **Amendment A** to the Agreement, Contract Number 2021-DR0094A, to amend **Attachment C (Scope of Services)** to include a new additional sub task and a new requirement for task 3 (b); amend the task cost in **Attachment D (Compensation Schedule)**; amend **Attachment E (Performance Requirements)** to increase the monthly performance requirement for the case manager. Additionally, an increase of **\$2,000,000.00** was added to the amount, being the maximum amount not to exceed of **\$6,740,875.00**.

WHEREAS, the parties wish to amend **Section IV (B) Compensation and Payment** to include the Small Business Financing (**SBF**) account to allocate funds there so the Contractors can invoice tasks for the Program.

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

WHEREAS, this Amendment B 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 B.

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

The parties wish to amend **Section IV (B) Compensation and Payment** to include the SBF account to allocate funds there so the Contractors can invoice tasks for the Program. The maximum amount of the contract of **SIX MILLION SEVEN HUNDRED FORTY THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$6,740,875.00)** is for the use of both Programs: the SBF and the Re-Grow PR Urban and Rural Agriculture (Re-Grow).

III. AMENDMENTS

A. 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)** from Account Number: R01A0IADM-DOH-NA / R01E15SBF-EDC-LM/ R01E15SBF-EDC-UN/ R02E23RUR-DOA-LM / R02E23RUR-DOA-UN/ 4190-10-000 / 6090-01-000.

B. The Parties agree to replace **Attachment F (Contractor Certification)** of the Agreement with a modified **Attachment F (Contractor Certification)** hereto incorporated by reference into the Agreement. (See Exhibit 1 of this Amendment B).

IV. HEADINGS

The titles to the paragraphs of this Amendment B 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.

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 B and any subsequent amendment thereto. 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 B 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.

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

PUERTO RICO DEPARTMENT OF HOUSING	FAMILY ENDEAVORS DBA ENDEAVORS, INC
<u>William O. Rodríguez Rodríguez</u> William O. Rodríguez Rodríguez (Aug 11, 2022 12:07 EDT)	<u>Carlos E. Cubero Alers</u> Carlos E. Cubero Alers (Aug 11, 2022 10:28 EDT)
William O. Rodríguez Rodríguez, Esq. Secretary	Carlos Cubero Alers Director of Operations



ATTACHMENT F

CONTRACTOR CERTIFICATION REQUIREMENT

FAMILY ENDEAVORS DBA ENDEAVORS, INC. (ENDEAVORS)

I. Contractor (or Subrecipient) Certification Requirement:

1. The expected subcontractor(s) in connection with the contract¹ is (are) the following:
N/A
2. Neither the contractor (or subrecipient) nor any of its owners², partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract³ to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.
3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
4. To the best knowledge of the signatory (after due investigation), no person has:
(i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).
5. Neither the contractor (or subrecipient), nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public

¹ As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

² For purposes of this Certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.

³ As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

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official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.

6. Any incorrect, incomplete or false statement made by the contractor's (or subrecipient's) representative as part of this certification shall cause the nullity of the proposed contract and the contractor (or subrecipient) must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

The above certifications shall be signed under penalty of perjury by the Chief Executive Officer (or equivalent highest rank officer) in the following form:

"I hereby certify under penalty of perjury that the foregoing is complete, true and correct."

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By: Carlos Cubero Alers

Signature:



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Position: Director of Operations in Puerto Rico

Date: 7/26/2022


FAMILY ENDEAVORS AMENDMENT B CASE MANAGERS


Final Audit Report


2022-08-11


Created:	2022-08-11
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
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 Signer w.rodriguez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez
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