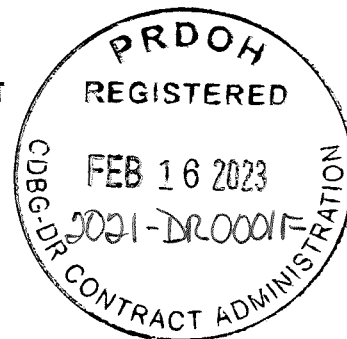




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)  
HOMEBUYER ASSISTANCE PROGRAM

AMENDMENT F TO THE SUBRECIPIENT AGREEMENT  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND THE  
PUERTO RICO HOUSING FINANCE AUTHORITY  
Agreement No. 2021-DR0001  
Amendment No. 2021-DR0001F



This **AMENDMENT F TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "Amendment F") is entered into this 15 day of February, 2023, 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 **PUERTO RICO HOUSING FINANCE AUTHORITY** (hereinafter, the "Subrecipient"), a public agency created under Act No. 103, of August 11, 2001, as amended, 7 L.P.R.A. § 924 *et seq.*, known as the "Puerto Rico Housing Finance Authority Act" (the "PRHFA Act"), with principal offices at 638 Aldebarán St., Urb. Altamira San Juan, Puerto Rico 00920, represented herein by its Executive Director, Blanca P. Fernández-González, of legal age, single, and resident of San Juan, Puerto Rico, collectively the "Parties".

I. RECITALS AND GENERAL AWARD INFORMATION

**WHEREAS**, on July 2, 2020, the Parties entered into a Subrecipient Agreement for the Homebuyer Assistance Program (hereinafter, "HBA" or the "Program") for a period of **thirty-six (36)** months from the day of its execution, ending on **July 1, 2023**, for **one hundred fifty-six million one hundred ninety-two thousand six hundred twenty-eight dollars (\$156,192,628.00)**, registered as Contract Number 2021-DR0001 (hereinafter, "the Agreement").

**WHEREAS**, on June 4, 2021, the Parties agreed to modify the Agreement via Amendment A, Contract No. 2021-DR0001A, to amend certain terms and conditions of the Agreement. **Exhibit A** (Scope of Work), **Exhibit B** (Timeline and Performance Goals), **Exhibit C** (Key Personnel), **Exhibit D** (Budget), **Exhibit F** (HUD General Provisions), and **Exhibit G** (Special Conditions) of the Agreement were amended. Additionally, a new Exhibit was added, **Exhibit H** (Subrogation and Assignment Provisions). The term and budget of the Agreement remained the same.

**WHEREAS**, on October 14, 2021, the Parties agreed to modify the Agreement via Amendment B, Contract No. 2021-DR0001B, to amend certain terms and conditions of the Agreement and reallocate an additional **(\$86,524,260.00)** funds into the HBA Program, for a total budget of **two hundred forty-two million seven hundred sixteen thousand six hundred eighty-eight dollars (\$242,716,888.00)**. Additionally, **Exhibit A** (Scope of Work), **Exhibit B** (Timeline and Performance Goals), **Exhibit C** (Key Personnel), **Exhibit D** (Budget), and **Exhibit E** (Funds Certification) were amended. The term of the agreement remained the same.

**WHEREAS**, on November 18, 2021, the Parties agreed to modify the Agreement via Amendment C, Contract No. 2021-DR0001C, to amend certain terms and conditions of the Agreement, amend **Exhibit D** (Budget-Section II) to redistribute funds by eliminating

**Environmental Services**, reducing **Grant Funding** and increasing **Case Managers Services** authorized budget to procure services that will assist in delivery and implementation of the Homebuyer Assistance Program. The term and budget of the Agreement remained the same.

**WHEREAS**, on October 7, 2022, the Parties agreed to modify the Agreement via Amendment D, Contract No. 2021-DR0001D, to amend **Exhibit E** (Funds Certification) to redistribute funds. As a consequence of the redistribution, **Section I, General Award Information**, was modified. The term and budget remained the same.

**WHEREAS**, on January 20, 2023, the Parties agreed to modify the Agreement via Amendment E, Contract No. 2021-DR0001E, to eliminate **Exhibit E** (Funds Certification) from the agreement. As a consequence of the removal of **Exhibit E** (Funds Certification), **Exhibit E**, **Exhibit F**, **Exhibit G**, and **Exhibit H** were renamed and **Section II, Attachments** was modified. Additionally, **Exhibit D** (Budget-Section I) was amended and **Exhibit H** (Non-Conflict of Interest) was incorporated into the Agreement. The term and budget remained the same.

**WHEREAS**, as per Section IX(A) 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**, this Amendment F is not intended to affect, nor does it constitute an extinctive novation of the obligations of the parties under the Agreement but it is rather a modification and amendment of certain terms of the Agreement, including any modified Exhibits.

**WHEREAS**, the Subrecipient, in accordance with the PRHFA Act, has the legal power and authority to enter into this Amendment F with the PRDOH, and by signing this Amendment F, the Subrecipient assures PRDOH that Subrecipient shall comply with all the requirements described herein.

**NOW, THEREFORE**, in consideration of the mutual promises and the terms and conditions set forth in the Agreement, the PRDOH and the CONTRACTOR agree to execute this Amendment F subject to the following:

## **TERMS AND CONDITIONS**

### **II. SAVINGS CLAUSES**

The information included in this Amendment F serves the purpose of modifying and amending certain terms and conditions under the Agreement, including any modified Exhibits. All provisions of the original Agreement and its Amendment F shall continue to be in full force and effect, as amended by this Amendment F.

### **III. ATTACHMENT**

The information included in this Amendment F serves the purpose of modifying and amending certain terms under the Agreement. All other provisions of the Agreement, its Amendment F and Exhibits shall continue to be in full force and effect.

### **IV. SCOPE OF AMENDMENT**

The parties agree to modify **Exhibit C** (Key Personnel) to align staffing levels with the actual operating needs of the Program. Specifically, **Exhibit C** (Key Personnel) will

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eliminate the positions of Secondary Market, Post Closing and Collateral Manager, Subsidy and Mortgage Insurance Manager, Underwriter, Subsidy Officers, Reporting Officer, Information System Security Officer, and Housing Specialist. These positions were utilized by PRHFA at the onset of the HBA Program prior to the establishment of the CDBG-DR Funds Management Area. Currently, those positions are no longer relevant as their responsibilities have been transitioned to the CDBG-DR Area. As such, a statement in Exhibit D was included under II. STAFFING – TRANSITION PRHFA EMPLOYEES indicating the following:

*A Staffing – Transition PRHFA Employees section is being added to divide PRHFA career employees who began the HBA Program with those in the CDBG-DR Disaster Recovery Management Area. These positions will not be used again. However, it is necessary to have them for Staffing budget purposes.*

As stated before, even though the positions will not be used again, it is necessary to have them in **Exhibit C** (Key Personnel) and **Exhibit D** (Budget) for Staffing budget purposes.

Additionally, **Exhibit C** (Key personnel) will reduce the number of Programmer positions to one (1) and the Program Officer position to ten (10). Position titles will be aligned to ensure uniformity for invoice process.

**Exhibit D** (Budget) will also be modified to increase the budget assigned to the **Grant Funding Item** to \$255,881,166.00, distributed as follows:

Project			
Grant Funding		Program grant funds to provide homeownership assistance.	\$ 214,872,364.00
		Increase Amount	\$ 36,000,000.00
		Reallocated (transfer funds)	\$ 5,008,802.00
TOTAL COSTS			\$ 255,881,166.00

Redistribution of the \$5,008,802.00 is from Staffing, Professional Services, Other Operating and Equipment to the Grant Funding.

The quantity of \$42,819,648.00 was added to the budget, for a total budget of **\$285,536,536.00**, distributed as follows:

1.

Grant Funding: \$255,881,166.00
2.

Staffing: \$17,194,088.00
3.

Professional Services: \$11,315,844.00
4.

Other Operating: \$1,014,438.00
5.

Equipment: \$131,000.00

As a consequence, **Exhibit D** (Budget) will be modified.

Additionally, the term of the SRA will be two (2) additional years, ending on **July 1, 2025**.

V. AMENDMENTS

- a.

The Parties wish to amend the **GENERAL AWARD INFORMATION** table in **Section I** of the Agreement as follows:

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CDBG-DR Grantee Federal Award Identification Number:	Unique Entity ID #: FFMUBT6WCM1
CDBG-DR Grantee Federal Award Date:	February 21, 2020
Federal Award project description:	See <b>Exhibit A</b> ("Scope of Work")
Subrecipient Contact Information:	Blanca P. Fernandez Gonzalez Executive Director Puerto Rico Housing Finance Authority 638 Calle Aldebaran Urb. Altamira San Juan, Puerto Rico 00917
Subrecipient Unique Identifier:	Unique Entity ID #: GLWEX1T5V3A3
Subaward Period of Performance:	Start Date: Effective Date, as defined in <b>Section V</b> of the Agreement. End Date: <b>July 1, 2025</b>

- b. **Section V. EFFECTIVE DATE AND TERM** of the Agreement is being amended as follows:

*This Agreement shall be in effect and enforceable between the parties from the date of its execution. The performance period of this Agreement is from the day of its execution, ending on **July 1, 2025**.*

*The End of Term shall be the later of: (i) **July 1, 2025**. (ii) the date as of which the Parties agree in writing that all Close-Out Requirements have been satisfied or, where no Close-Out Requirements are applicable to this Agreement, the date as of which the parties agree in writing that no Close-Out Requirements are applicable hereto; or (iii) such later date as the Parties may agree to in a signed amendment to this agreement.*

[...]

- c. **Exhibit C** (Key Personnel), is being replaced by a modified **Exhibit C** (Key Personnel), hereto incorporated by reference into the Agreement. (See **Attachment I**)
- d. **Exhibit D** (Budget), is being replaced by a modified **Exhibit D** (Budget), hereto incorporated by reference into the Agreement. The replaced **Exhibit D** will comprehend Section I and Section II Budget, altogether. (See **Attachment II**)
- e. **Exhibit H** (Non-Conflict Certification) is being replaced by a modified **Exhibit H** (Non-Conflict Certification). (See **Attachment III**)

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- f. The Parties agree to amend **Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS** as follows:

[...]

[...]

Moreover, the **Exhibit H** ("Non-Conflict of Interest Certification"), attached herein and made an integral part of this Agreement, outlines several situations that may reasonably be considered as conflicts of interest. The Subrecipient shall disclose and certify that, to the best of its knowledge, none of the situations exist or may exist at the date of the execution of the Agreement. The aforementioned certification aids PRDOH, in its role as grantee, to identify, evaluate, disclose and manage apparent, potential, or actual conflicts of interest related to CDBG-MIT funded projects, activities, and/or operations.

- g. The Parties agree to add **Section XXXIV. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE** as follows:

The Subrecipient does not have a legal claim to any amount of CDBG funds to be used for the specific project or site until the environmental review process is satisfactorily completed. As such, the Subrecipient acknowledges that it has no legal claim to any amount of CDBG funds for any projects or site acquisition under this Agreement, until the environmental review process is completed under PRDOH's satisfaction. The Subrecipient acknowledges that it will not begin any actions related to the project or site until the environmental review process is completed and has written acceptance and a **Notice to Proceed** from PRDOH.

## **VI. SEVERABILITY**

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

## **VII. SECTION HEADINGS AND SUBHEADINGS**

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

## **VIII. COMPTROLLER REGISTRY**

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

**IX. ENTIRE AGREEMENT**

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

**X. FEDERAL FUNDING**

The fulfillment of the Agreement, as amended, is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under the Agreement, as amended, must be made in accordance with the Agreement, as amended, the policies and procedures promulgated under the CDBG-DR Program, and any other applicable laws. Further, the CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

**XI. 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.

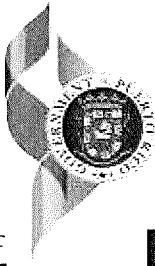
**IN WITNESS THEREOF**, the PARTIES hereto execute this Amendment F in the place and on the date first above written.

**PUERTO RICO DEPARTMENT OF HOUSING**

By: William O. Rodríguez Rodríguez  
William O. Rodríguez Rodríguez (Feb 15, 2023 21:16 AST)  
Name: William O. Rodríguez Rodríguez, Esq.  
Title: Secretary

**PUERTO RICO HOUSING FINANCE AUTHORITY**

By: Blanca Fernandez  
Blanca Fernandez (Feb 15, 2023 20:58 AST)  
Name: Blanca P. Fernández-González  
Title: Executive Director



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

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## EXHIBIT C

### KEY PERSONNEL

#### HOMEBUYER ASSISTANCE PROGRAM PUERTO RICO HOUSING FINANCING AUTHORITY

Below is the Staffing Plan for the Community Development Block Grant – Disaster Recovery **(CDBG-DR) Homebuyer Assistance Program**, which reflects a combination of existing employees or new hired employees dedicated for the **CDBG-DR Homebuyer Assistance Program**.

##### I. Personnel Breakdown

Position Titles	Qty. of Resources	Allocated Time
Auxiliary Executive Director	1	*
Office System Administrator	3	*
Auxiliary Executive Director Assistant	2	*
Homebuyer Assistance Director	1	100%
Senior Officer	10	100%
Program Officer	10	100%
Reporting Officer	1	100%
Legal Director	1	*
Legal Advisor	3	*
Technology Operation Director	1	*
Communications & Graphic Design Specialist	1	*
Database Specialist	1	100%
Systems Analyst	1	100%
Information Systems Technician	1	*
Programmer	1	100%
Fund Management Director	1	*

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Fund and Billing Analyst	2	*
Accountant	1	*
Assistance Executive Director <sup>!</sup>	1	100%
Subsidy and Mortgage Insurance Manager <sup>!</sup>	1	100%
Underwriter <sup>!</sup>	1	100%
Secondary Market, Post Closing and Collateral Manager <sup>!</sup>	1	100%
Subsidy Officers <sup>!</sup>	2	100%
Reporting Officer <sup>!</sup>	1	100%
<b>Total Max. Quantity of Resources</b>		<b>49</b>

**NOTE:** Positions identified with an asterisk (\*) belong to the CDBG-DR structure and, therefore, are dedicated to the CDBG-DR programs. Nonetheless, amount of time dedicated to a given CDBG-DR program on a monthly basis may vary based on current needs.

Positions identified with an (!) are in the process of transitioning their primary Program responsibilities to the Area of Administration for Disaster Recovery Funds personnel listed in the table and may continue to provide technical assistance as required by evolving Program needs.

## II. Roles Description

Role	Description
Auxiliary Executive Director	Performs work at a professional level of considerable responsibility that consists of advising the Executive Director and other senior management executives regarding public policy, guidelines, and norms to be followed to establish and fulfill the mission, goals and objectives of the Puerto Rico Housing Finance Authority (PRHFA). Prepares or reviews regulations, procedures, administrative and mechanized systems, as well as general and fiscal controls. This, in order to safeguard assets and ensure that the business, operations, and administrative processes are carried out effectively and efficiently. Participates in the strategic planning of the human and economic resources necessary to operate the PRHFA, as well as in relation to financing services or the area under their responsibility.
Office System Administrator	Performs work at a highly confidential professional level which main objective is to carry out and coordinate the administrative and secretarial aspects of the Office of the Executive Director and the Operational and Business Areas of the PRHFA, as well as to serve as a liaison between the PRHFA and other government and private sector offices and agencies.
Auxiliary Executive Director Assistant	Performs work at a professional level of responsibility quite complex that consists of actively participating with the



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Role	Description
	Executive Director and Area Directors in the formulation, development, and implementation of public policy for various administrative, programmatic, and operational services of the PRHFA. Provides advice and guidance to the Executive Director and Area Directors on administrative and programmatic matters. Evaluates policies and procedures established to ensure efficiency and effectiveness in the programs. Analyzes the needs of operational and administrative systems or controls, regulations, procedures, new services, and necessary forms in the different areas of operations. Advises, plans, and directs the development of studies on the systems and procedures of the different Bank units, subsidiaries, and affiliates. Coordinates the writing of operational procedures and design of forms. Prepares and evaluates program and service proposals and makes recommendations. Analyzes and investigates essential information that enables the Executive Director to make determinations regarding PRHFA guidelines or standards, as well as the impact on administrative and operational processes of changes that occur as a result of new laws, modifications, studies carried out, or recommendations of other units. Analyzes legislative projects and coordinates with the Legal Division the preparation of comments. Represents the Executive Director in public forums to assist in the communication of public policy. Serves as liaison with other departments, government agencies, and elected officials to public office when required. Supervises lower-ranking positions attached to the Office of the Executive Director, as they are delegated. Prepares reports and tables with viable recommendations.
Homebuyer Assistance Director	Performs work at a professional level that consists of directing, planning, coordinating, supervising and evaluating the services inherent to the attention of inquiries and guiding clients on the procedures, requirements and norms established to participate in the subsidies granted by the Homebuyer Assistance Program under the CDBG-DR Program administered by the PRHFA as subrecipient of the funds. Actively participates with the Deputy Director and the Assistant Executive Director of the Disaster Recovery Funds Administration Area in the implementation of the public policy of the Government of Puerto Rico related to the CDBG-DR Program.
Senior Officer	Performs work at a professional level that consists of participating, coordinating, and serving as a group leader in the Homebuyer Assistance Program Department and actively participating in the analysis and evaluation of applications submitted to support home buyers under the

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Role	Description
	CDBG-DR Program administered by the PRHFA as subrecipient of the funds.
Program Officer	Performs professional level work that consists of analyzing subsidy applications, answering inquiries and guiding clients on the procedures, requirements and norms established to participate in the subsidies granted by the Homebuyer Assistance Program under the CDBG-DR administered by the PRHFA as subrecipient of the funds.
Reporting Officer	Performs work at a professional and administrative level that consists of investigating, coordinating and developing responses and adequate mechanisms for the filling of reports and the distribution of information pertinent to the CDBG-DR Program administered by the PRHFA as subrecipient of the funds.
Legal Director	Performs work at a professional level in the field of Law that consists of directing, planning, coordinating, supervising and evaluating the services inherent to carrying out studies, legal analysis and research, and other legal services, as well as advising and representing the PRHFA in matters inherent to the services offered by the Disaster Recovery Administration Area on funds and grants provided by the CDBG-DR Program. Actively participates with the Deputy Director and Assistant Executive Director of the Disaster Recovery Funds Administration Area in the implementation of the public policy for the Government of Puerto Rico related to the CDBG-DR Program.
Legal Advisor	Performs work at a professional level in the field of Law that consists of conducting legal studies, analysis and research, as well as advising and representing the PRHFA in matters inherent to the CDBG-DR Program.
Technology Operation Director	Performs work at a professional level that consists of directing, planning, coordinating, supervising and evaluating the services inherent to the analysis of the needs or problems of the information systems of the Disaster Recovery Funds Administration Area of the PRHFA to provide manual or mechanized solutions to the business units. Makes sure that the requirements of the needs or problems of information systems are established in coordination with the divisions of the Area, through interviews or other information gathering techniques to present recommendations or solutions to be implemented. Directs and authorizes the development and implementation of business solutions integrated to information systems. Selects suppliers and authorizes the necessary coordination to offer business solutions for the PRHFA's Disaster Recovery Funds Administration Area. Reviews the analysis of the operational functions of the divisions of the Area and authorizes recommendations related to mechanization or changes in manual or mechanized processes. Directs and supervises the

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Role	Description
	design and presentation of the operational design for the automated systems of the PRHFA's Disaster Recovery Funds Administration Area. Directs and supervises the design of solutions to improve business operations, in Client/Server platforms, web that includes the design flowchart. Authorizes the definitions of the specifications of the solutions (documents, reports, forms, files, databases, among others), as well as their documentation and operational processes, for the Client/Server platforms and the web of the PRHFA's Disaster Recovery Funds Administration Area. Makes sure that the system's documentation is kept up to date according to the changes made. Reviews the technical documentation related to the applications, as well as documentation on the use of applications for users of the PRHFA's Disaster Recovery Funds Administration Area.
Communications & Graphic Design Specialist	Performs professional level work in the field of communications and graphic design consisting of researching, writing, and editing press releases, articles, newsletters, brochures, speeches, books, publications, magazines and other material of educational information inherent to the CDBG-DR Program administered by PRHFA as subrecipient of the funds. Coordinates activities related to CDBG-DR Program funds administered by PRHFA. Coordinates and performs graphic design technical services for PRHFA's Disaster Recovery Funds Administration Area. Verifies the information for the design of the publications and prepares the artistic design for the publications. Reads the material to be published in order to design the ideal art for the content. Responsible for the drawing and design of illustrations, graphic material, invitations, announcement, decorations and all art material that will be required through a computerized system or by manual methods. Coordinates the phase of production and printing of the publications inherent to the funds and grants of the CDBG-DR Program.
Database Specialist	Performs work at a professional and specialized level of responsibility and complexity that consists of offering leadership and strategic direction in the implementation of the data architecture and quality integration of the Disaster Recovery Funds Administration Area of the PRHFA inherent to the CDBG-DR Program. Participates in the development and dissemination of the data model and security standards that must be applied. Ensures that the correct definition for data access control is established through the protection mechanisms established. Responsible for developing a "map" that describes the target architecture, the migration path of the current data management profile that the data follows, and the connection interfaces of the databases. Develops, implements and communicates the data quality

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Role	Description
	indicators and makes the recommendations to follow to maintain the quality levels. Manages the databases for the platforms and the products or applications used for the operations of the Disaster Recovery Funds Administration Area.
Systems Analyst	Performs professional level work of a technical and specialized nature that consists of analyzing needs or problems of the information systems of the Disaster Recovery Funds Administration Area of the PRHFA inherent to the CDBG-DR Program to provide manual or mechanized solutions. Establishes, in coordination with the divisions of the Area, the requirements of the needs or problems of information systems and defines the specifications of the programs. Provides orientation, advice and support on the services it offers, according to changes in technology or new solutions that support the operations of the business. Documents operational requirements and processes for business solutions. Updates the documentation of the systems according to the changes made.
Information Systems Technician	Performs work at a professional and technical level that consists of installing, configuring, maintaining and optimizing computers, products, operating systems and their components of the PRHFA's Disaster Recovery Administration Area inherent to the CDBG-DR Program. It verifies and documents the structural changes in the Area, monitors its operation and provides technical support to the users of the network of said Area.
Programmer	Professional and specialized work of responsibility and complexity that consists in offering leadership and strategic direction in the implementation of data architecture and quality integration for the PRHFA's Disaster Recovery Funds Administration Area inherent to the CDBG-DR Program.
Fund Management Director	Performs work at a professional level that consists of directing, planning, coordinating, supervising and evaluating services inherent to the inputs of the management of the funds and subsidies, to the analysis, pre-intervention and processing of the disbursements of funds and subsidies, as well as the processing and pre-intervention of all invoices that are submitted to the federal government for the reimbursement of wages, benefits, operational expenses, indirect costs, among others, of the CDBG-DR Program administered by the PRHFA as subrecipient of the funds. Actively participates with the Deputy Director and the Assistant Executive Director of the Disaster Recovery Funds Administration Area in the implementation of the public policy of the Government of Puerto Rico related to the CDBG-DR Program.

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<b>Role</b>	<b>Description</b>
Fund and Billing Analyst	Performs professional level work involving the management and accounting of funds and grants from the Homebuyer Assistance Program and the CDBG-DR Gap to Low Income Housing Tax Credits Program inherent to the CDBG-DR Program administered by the PRHFA as subrecipient.
Accountant	Performs work at a professional level that consists of the application of generally accepted accounting principles to analyze, review and record in the books and accounting applications accounts, transactions and accounting and financial operations inherent to the accounting activities of the funds allocated by the CDBG-DR Program administered by the PRHFA as subrecipient.
Assistance Executive Director <sup>1</sup>	Authorized to sign agreements (MOUs and others) with the PRDOH and prepare regulations, procedures, administrative and mechanized systems, as well as general and fiscal controls. This, to safeguard assets and ensure that the business, operations, and administrative processes are carried out effectively and efficiently. Participates in the strategic planning of the human and economic resources necessary to operate the PRHFA, as well as in relation to financing services or the area under their responsibility. Provides technical assistance to the Assistant Executive Director for the CDBG-DR Fund Management Area.
Subsidy and Mortgage Insurance Manager <sup>1</sup>	Manager who approves the HBA Subsidy and the requisitions of payments. They also offer orientations and training events.
Underwriter <sup>1</sup>	Performs underwriting of subsidies and participates in the analysis and evaluation of applications submitted to support home buyers under the CDBG-DR Program administered by the PRHFA as subrecipient of the funds. Provides technical assistance as necessary.
Secondary Market, Post Closing and Collateral Manager <sup>1</sup>	Manager who supports the closing process and approves the requisition of payments.
Subsidy Officers <sup>1</sup>	Receives cases electronically, reviews and analyzes them before submitting for approval and/or payment.
Reporting Officer <sup>1</sup>	Develops and issues reports as required by PRDOH. Supports invoicing and pre-intervention process.

**END OF DOCUMENT**



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

## EXHIBIT D BUDGET

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### HOMEBUYER ASSISTANCE PROGRAM PUERTO RICO HOUSING FINANCING AUTHORITY

#### DESCRIPTION

The Homebuyer Assistance Program (**HBA**) will have a budget of two hundred ninety-five million dollars (**\$295,000,000.00**). However, the Program has assigned the Subrecipient under this Agreement an amount of two hundred eighty-five million five hundred thirty-six thousand five hundred and thirty- six dollars (**\$285,536,536.00**). Funding in this Agreement will be primarily as Project Costs and will be distributed by the Puerto Rico Housing Finance Authority (**PRHFA**). There are no Planning or Administrative costs for PRHFA in this budget. The exact staff who will work in the Program will be determined at a later date with a roster provided to PRDOH as key personnel.

The budget for the HBA is primarily dedicated toward Project Costs to provide homeownership assistance with a current amount of two hundred fifty-five million eight hundred eighty-one thousand one hundred sixty-six dollars (**\$255,881,166.00**).

The PRHFA will utilize data from the HBA Program to create a case with sufficient supporting documentation that will allow PRHFA to submit a request to PRDOH for CDBG-DR funds. After funds are requested to PRDOH and provided by HUD, PRDOH may make available additional funds to PRHFA for HBA.

**Administrative Costs** - PRHFA and PRDOH have agreed that no Administrative costs are needed for this Program.

**Planning** - No Planning Costs are provided for this Program.

**Project Costs** - PRHFA and PRDOH have agreed that two hundred fifty-five million eight hundred eighty-one thousand one hundred sixty-six dollars (**\$255,881,166.00**) of the CDBG-DR funds for the HBA will be directed toward Project Costs. PRDOH expects that this Program will primarily use two (2) HUD National Objectives: Low and Moderate Income and Urgent Need.

**Activity Delivery Costs** - PRHFA and PRDOH have agreed that some Activity Delivery Costs for PRHFA Staff are needed to implement the Program efficiently. However, due to the nature of the CDBG-DR required work, PRDOH and PRHFA have agreed to such activity delivery costs will be reimbursed following review of PRHFA invoice and supporting documentation.

If additional staff is necessary, PRDOH and PRHFA agree that additional activity delivery costs may be added following mutual written agreement. Activity Deliver/ funds are to be

used by PRHFA exclusively for costs PRHFA incurs directly supporting the Program, including eligibility review, determination for closing, requesting reimbursement to PRDOH and other tasks included in the Scope of Work. PRHFA may also use Activity Delivery Costs to reimburse indirect cost, only after PRDOH provides approval.

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## BUDGET

<b>PROJECT</b>		<b>\$285,536,536.00</b>
<b>PROJECT</b>		
Grant Funding	Program grant funds to provide homeownership assistance.	\$214,872,364.00
	Increase Amount	\$36,000,000.00
	Reallocated (transfer funds)	\$5,008,802.00
<b>TOTAL COSTS</b>		<b>\$255,881,166.00</b>
<b>PROJECT ACTIVITY DELIVERY COSTS</b>		
Staffing	Charges for salaries and wages, including a compensation fringe benefit for personnel required to administer the Program.	\$17,194,088.00
Professional Services	Procured services that will assist in the delivery and implementation of the Homebuyer Assistance Program.	\$11,315,844.00
Other Operating	Operational costs will include office lease and utilities, outreach expenses, office materials and supplies, travel, workshops, postage, and printing services.	\$1,014,438.00
Equipment	Tangible or intangible assets used in operation have a useful life of more than one year.	\$131,000.00
<b>TOTAL COSTS</b>		<b>\$29,655,370.00</b>
<b>GRAND TOTAL</b>		<b>\$285,536,536.00</b>

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## BUDGET DETAIL

### I. STAFFING

Position	Qty. of Resources [A]	Estimated Hours per month per Resource [B]	Estimated Hourly Rate [C]	Estimated Monthly Cost [D=AxBxC]
Auxiliary Executive Director	1	162.5	\$61.98	\$10,072.00
Office System Administrator	3	162.5	\$31.23	\$15,225.00
Auxiliary Executive Director Assistant	2	162.5	\$57.77	\$18,776.00
Homebuyer Assistance Director	1	162.5	\$57.77	\$9,388.00
Senior Officer	10	162.5	\$40.46	\$65,748.00
Program Officer	10	162.5	\$34.71	\$56,404.00
Reporting Officer	1	162.5	\$22.01	\$3,577.00
Legal Director	1	162.5	\$57.77	\$9,388.00
Legal Advisor	3	162.5	\$45.84	\$22,347.00
Technology Operation Director	1	162.5	\$57.77	\$9,388.00
Communications & Graphic Design Specialist	1	162.5	\$33.67	\$5,472.00
Database Specialist	1	162.5	\$40.82	\$6,634.00
Systems Analyst	1	162.5	\$40.82	\$6,634.00
Information Systems Technician	1	162.5	\$25.21	\$4,097.00
Programmer	1	162.5	\$34.32	\$5,577.00
Fund Management Director	1	162.5	\$57.77	\$9,388.00
Fund and Billing Analyst	2	162.5	\$29.06	\$9,445.00
Accountant	1	162.5	\$29.06	\$4,723.00
Assistance Executive Director **	1	162.5	\$73.04	\$11,869.00
Total Maximum Monthly Cost:				\$284,152.00
Subtotal Cost for 5 Years (60 Months):				\$17,049,120.00

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

\*\*Position identified with an (\*\*) is in the process of transitioning their primary Program responsibilities to the Area of Administration for Disaster Recovery Funds personnel listed in the table and may continue to provide technical assistance as required by evolving Program needs.

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## II. STAFFING - TRANSITION PRHFA EMPLOYEES

Position	Qty. of Resources [A]	Total Cost
Subsidy and Mortgage Insurance Manager	1	\$ 83,134.00
Underwriter	1	\$ 21,864.00
Secondary Market, Post Closing and Collateral Manager	1	\$ 7,707.00
Subsidy Officers	2	\$ 30,527.00
Reporting Officer	1	\$ 1,736.00
<b>Subtotal Cost:</b>		<b>\$ 144,968.00</b>
<b>Total Cost Staffing:</b>		<b>\$ 17,194,088.00</b>

A Staffing – Transition PRHFA Employees section is being added to divide PRHFA career employees who began the HBA Program with those in the CDBG-DR Disaster Recovery Management Area. These positions will not be used again. However, it is necessary to have them for Staffing budget purposes.

## III. PROFESSIONAL SERVICES

Services Name	Services Description	Budget
Advisor Services and Technical Assistance	Advisor Services and Technical Assistance Services to support implementation of the HBA program and build capacity of program personnel.	\$ 180,000.00
Case Management Services	Case management services to increase the capacity of the program.	\$ 11,135,844.00
<b>Total Expenses Budget:</b>		<b>\$ 11,315,844.00</b>

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#### IV. OTHER OPERATING

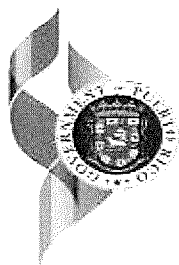
Item Name	Item Description	Budget
Office Rent & Utilities	Office space lease agreement, common area maintenance, parking, and utilities for unique CDBG-DR office.	\$ 450,000.00
Office Supplies & Materials	Purchased materials and supplies needed to deliver the program, including but not limited: pens, pencil, paper, staplers, whiteboards, post it, and any others related materials and supplies for the CDBG-DR Staff.	\$ 18,854.00
Outreach & Communications Activities	Communications, marketing events, postage, advertisements, marketing materials and public notices of the program.	\$ 150,000.00
Printing Services	Lease for multifunctional printer/scanner with maintenance service included for the program.	\$ 30,584.00
Travel	Travels expenses for the staff of the program, including but not limited: mileage, meals, and toll fees.	\$ 30,000.00
Printing & Postage	Printing and postage to facilitate written correspondence with lenders and program applicants.	\$ 303,000.00
Workshops	Meetings, seminars, symposiums, conference, or events whose primary purpose is the dissemination of information that is necessary and reasonable for successful performance under the federal award.	\$ 32,000.00
<b>Total Expenses Budget:</b>		<b>\$ 1,014,438.00</b>

#### V. EQUIPMENT

Item Name	Item Description	Budget
Office Equipment	Computers, mice, keyboards, software licenses, telephones, hotspot, IT, multifunctional printers, WiFi and any other related office equipment for the CDBG-DR spaces for the program.	\$ 100,000.00
Office Furniture	Office workstations and chairs, filing cabinets, conference table and chairs, whiteboard, and other any other related office furniture for the CDBG-DR spaces for the program.	\$ 31,000.00
<b>Total Expenses Budget:</b>		<b>\$ 131,000.00</b>

#### Budget Re-distribution

- a) PRHFA may request in writing to the PRDOH a re-distribution of the authorized budgets shown in this Exhibit and its attachments.
- b) The PRDOH will evaluate the re-distribution request to validate purpose and balance of funds and, if determined the re-distribution is in benefit of the Program and the balance of funds is validated, the PRDOH will provide written authorization to PRHFA. Until the written authorization is submitted by the PRDOH, the redistribution cannot be considered as authorized.
- c) This redistribution of funds as described here shall be considered binding and will not require an amendment to this Subrecipient Agreement.



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

ATTACHMENT III

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## EXHIBIT H

### NON-CONFLICT OF INTEREST CERTIFICATION

### HOMEBUYERS ASSISTANCE PROGRAM

### PUERTO RICO HOUSING FINANCE AUTHORITY

The Subrecipient certifies that to the best of its knowledge:

1. No public servant of this executive agency has a pecuniary interest in this agreement, contract, purchase, or commercial transaction.
2. No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value.
3. No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment.
4. No public servant has requested from me, directly or indirectly, for him (her), for any member of his or her family unit, or for any other person, business, or entity, something of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity.
5. I have no kinship relationship, within the fourth degree of consanguinity and second of affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

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

Blanca Fernandez

Blanca Fernandez (Feb 15, 2023 20:58 AST)

Signature

02/15/2023

Date

Blanca P. Fernández González

Printed Name

Executive Director

Position











# PRHFA - AMENDMENT F - SRA - HOMEBUYERS ASSISTANCE PROGRAM

Final Audit Report

2023-02-16

Created:	2023-02-14
By:	Arleene Rodríguez (amrodriguez@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGYbeixFpzjm7mb1vwKQYmlj1ZMwRcscT

## "PRHFA - AMENDMENT F - SRA - HOMEBUYERS ASSISTANCE PROGRAM" History

-  Document created by Arleene Rodríguez (amrodriguez@vivienda.pr.gov)  
2023-02-14 - 2:42:54 PM GMT
-  Document emailed to blanca.fernandez@afv.pr.gov for signature  
2023-02-14 - 2:48:29 PM GMT
-  Email viewed by blanca.fernandez@afv.pr.gov  
2023-02-14 - 3:11:57 PM GMT
-  Signer blanca.fernandez@afv.pr.gov entered name at signing as Blanca Fernandez  
2023-02-16 - 0:57:58 AM GMT
-  Document e-signed by Blanca Fernandez (blanca.fernandez@afv.pr.gov)  
Signature Date: 2023-02-16 - 0:58:00 AM GMT - Time Source: server
-  Document emailed to w.rodriquez@vivienda.pr.gov for signature  
2023-02-16 - 0:58:01 AM GMT
-  Email viewed by w.rodriquez@vivienda.pr.gov  
2023-02-16 - 1:14:57 AM GMT
-  Signer w.rodriquez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez  
2023-02-16 - 1:16:18 AM GMT
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriquez@vivienda.pr.gov)  
Signature Date: 2023-02-16 - 1:16:20 AM GMT - Time Source: server
-  Agreement completed.  
2023-02-16 - 1:16:20 AM GMT



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