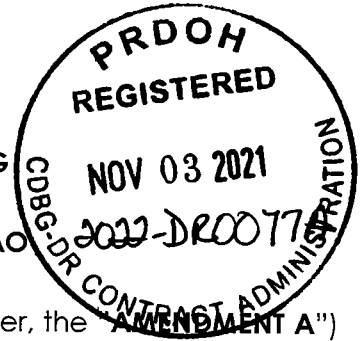




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

AMENDMENT A to the
SUBRECIPIENT AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
UNIVERSITY OF PUERTO RICO AT HUMACAO



This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "**AMENDMENT A**") is entered into this 2nd day of November, 2021, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (the "PRDOH"), a public agency of the Government of Puerto Rico created under Act No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 et seq., known as the "Department of Housing Organic Act" (the "Organic Act"), with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented herein by its Secretary, Hon. William O. Rodríguez Rodríguez, Esq., of legal age, attorney, single, and resident of San Juan, Puerto Rico; and the **UNIVERSITY OF PUERTO RICO AT HUMACAO** (the "**Subrecipient**"), a Public Institution of Higher Learning (University), with principal offices at José E. Aguiar Aramburu Ave., Road 908, Km. 1.2, Humacao, Puerto Rico, represented herein by its Chancellor Aida I. Rodríguez Roig, of legal age, married, and resident of San Lorenzo, Puerto Rico, collectively the "**Parties**".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on July 28, 2021, the PRDOH and the Subrecipient entered into an Subrecipient Agreement for the Workforce Training Program ("WFT") in connection with the CDBG-DR Program for a period of **forty-eight (48)** months from the day of its execution, ending in July 28, 2025, for four million eight hundred seventy one thousand eight hundred ninety two dollars (**\$44,871,892.00**), registered as Contract Number 2022-DR0077 (hereinafter, "the Agreement")

WHEREAS, as per Section XXXIII 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, it is the intention of the parties to modify and amend certain terms of the AGREEMENT, specifically re-allocation of funds detailed in the budget, (**See Attachment I of this Amendment A**).

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 it is rather a modification and amendment of certain terms of the AGREEMENT, specifically **Exhibit C and Exhibit D**, attached to the aforementioned Agreement;

WHEREAS, this AMENDMENT A does not affect the term nor the overall amount of the AGREEMENT.

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

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TERMS AND CONDITIONS

II. SAVINGS CLAUSES

The information included in this AMENDMENT A serves the purpose of modifying and amending certain terms and conditions under the AGREEMENT, including any modified Exhibits. All provisions of the original AGREEMENT shall continue to be in full force and effect, as amended by this AMENDMENT A. The Total Authorized budget included in the AGREEMENT shall not be changed.

III. ATTACHMENT

The information included in this AMENDMENT A serves the purpose of modifying and amending certain terms under the AGREEMENT specifically the **Exhibit C and Exhibit D**. All other provisions of the AGREEMENT and Exhibits shall continue to be in full force and effect.

IV. SCOPE OF AMENDMENT

The PRDOH and the SUBRECIPIENT have agreed to enter into this AMENDMENT A with the purpose of modifying certain sections of the existing AGREEMENT specifically the **Exhibit C and Exhibit D**.

V. AMENDMENTS

- A. The parties intend to amend the **Exhibit C and Exhibit D**, of the AGREEMENT, to modify titles and descriptions, especially from "Project Director" to "Education Director" and "Project Coordinator" to "Administrative Coordinator". This will allow the Subrecipient to complete its recruitment process properly and continue with its program implementation. **(See Attachment II and Attachment III of this Amendment A)**.

VI. SEVERABILITY

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

VII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this AMENDMENT A 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 A.

VIII. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this AMENDMENT A 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 A may not be invoiced or paid until this AMENDMENT A 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

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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 SUBRECIPIENT 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 A in the place and on the date first above written.

PUERTO RICO DEPARTMENT OF HOUSING

William O. Rodríguez Rodríguez
By: William O. Rodríguez Rodríguez (Nov 2, 2021 14:32 EDT)
Name: William O. Rodríguez Rodríguez, Esq.
Title: Secretary

SUBRECIPIENT

Aida I. Rodríguez Roig
By: Aida I. Rodríguez Roig Ed. D.
Name: Aida I. Rodríguez Roig Ed. D.
Title: Chancellor
DUNS: 051912723



Memorandum

To: Maretzie Díaz Sánchez, Esq.
Deputy Director
CDBG-DR Program

MBS

VISTO BUENO

[Signature]

Lcdo. William O. Rodríguez Rodríguez
Secretario

From: Mitchelle Méndez Castañeda, Esq., LLM
Director of Disaster Recovery
CDBG-DR Program

Re: Subrecipient Agreement Request for Budget Amendment

Date: September 9, 2021

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Overview:

On July 28, 2021, the Puerto Rico Department of Housing (PRDOH) and the University of Puerto Rico at Humacao (the Subrecipient) entered into a subrecipient agreement (SRA) for the Workforce Training (WFT) Program for a period of forty-eight (48) months from the day of its execution, for four million eight hundred seventy-one thousand eight hundred ninety-two dollars (\$4,871,892.00) registered as Contract Number 2022-DR0077.

The Subrecipient states that with its current budget detail designated to key personnel, it is incapable of completing its recruitment process properly. Thus, the Subrecipient requested an amendment to its current SRA to properly execute its recruitment process and proceed with the program implementation phase. This amendment was treated as a budget reclassification because there was no increase or decrease in the overall budget. In addition, two modifications were made to the Exhibit C. Titles and descriptions were modified from "Project Director" to "Education Director" and "Project Coordinator" to "Administrative Coordinator".

The Programmatic Area, in its best interest to comply with monitoring procedures, suggests moving forward with this amendment request since it does not imply a change in the initial program award; rather it entails a reclassification of funds detailed in the budget. Said request will result in the modification of Exhibits C and D of the SRA. It is important to note that our Legal and Finance Teams agree with the Programmatic Area's assessment.

As per the reasons stated above, the SRA should only be amended to modify Exhibits C and D as this will allow the Subrecipient to complete its recruitment process properly and continue with its program implementation. If you have any questions regarding this matter, feel free to contact me at your convenience.



EXHIBIT C

KEY PERSONNEL

WORKFORCE TRAINING PROGRAM

UNIVERSITY OF PUERTO RICO AT HUMACAO

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Below is the Staffing Plan for the CDBG-DR **Workforce Training Program (WFT)** which reflects a combination of existing employees or new hired employees dedicated for the CDBG-DR **Workforce Training Program**.

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I.

Roles	FE Count
Education Director	1
Administrative Coordinator	1
Recruitment and Placement Officer	1
Administrative Assistant	1

II. Roles Description:

Role	Description
Education Director	He/She is responsible for monitoring participants' progress rates of completion and job placement data; prepares and submits required reports to the funding agency. Will be responsible for the implementation of strategies for data collection such as socioeconomic information and rates of completion for each course. He/she) will analyze evaluation reports for all educational and training activities in order to make recommendation for continuation, modifications or termination of such activity.

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Administrative Coordinator

The Administrative Coordinator is in charge of all recruitment, marketing and enrollment of project participants. He/she will be the contact person with the sixteen (16) municipalities within the eastern region, local government and non-profit agencies as well as organizations that support project objectives. He/she is responsible for the design of all outreach and recruitment materials as well as the preparation of calendars for each activity. He/she will develop staffing and completion plan based on the target activities related to the project objectives. This is a full-time assignment (100%) which is 37.5 hours a week.

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Recruitment and Placement Officer

He/she will be responsible for all marketing and recruitment activities. He/she will visit or make virtual contact with representatives from the 16 municipalities, local agencies, and community organizations to identify and recruit participants. He/she will assist participants in the enrollment and screening process, vocational aptitude tests and as liaison with the Department of Labor for job placement purposes. This is a full-time position (100%) which is 37.5 hours a week.

Administrative Assistant

He/she will be responsible for the "Help Desk" for participants, new applicants and for staff administrative purposes. He/she will prepare purchases orders, hiring documents and other responsibilities as assigned. This is a full-time position (100%) which is 37.5 hours a week.

III. Notes:

Insert Additional Notes Here



EXHIBIT D – SECTION 1

BUDGET

WORKFORCE TRAINING PROGRAM

UNIVERSITY OF PUERTO RICO AT HUMACAO

DESCRIPTION SERVICES

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DESCRIPTION SERVICES

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The **University of Puerto Rico at Humacao Project**, administered by **University of Puerto Rico at Humacao** proposes to offer trainings in in the areas of tourism/hospitality, construction, health, manufacturing and technology. Participants must be low or moderate income with priority to women, ex-prisoners/ex-convicts, elderly citizens and current employees of the Humacao region affected by Hurricanes Irma and/or Maria as well as Northeast and Southeast municipalities.

PLEASE PROVIDE BACKGROUND INFORMATION FOR THE CREATION OF EXHIBIT D SECTION 2 BUDGET AND HOW THOSE SERVICES RELATE TO DELIVERING THE SCOPE WORK.

Budget Background Information

The Project is to prepare Puerto Rican eastern area residents with the skills required to gain meaningful employment in the target areas delineated in the proposal following project objectives for CDBG-DR. The budget includes administrative and management costs, staffing, professional services consultants, certification enrollment and tuition costs, mileage cost for recruitment efforts, computer license costs, supplies and indirect costs. Enrollment is proposed to be 800 participants on a yearly basis to be recruited from the 16 municipalities that comprise the eastern region.

STAFFING

Position	Qty. of Resources [A]	Max. Hours per month per Resource [B]	Hourly Rate [C]	Max. Monthly Cost [D=AxBxC]
Education Director	1	81.25	\$48.00	\$ 3,900.00
Administrative Coordinator	1	162.50	\$35.00	\$ 5,688.00
Recruitment & Placement Officer	1	162.50	\$20.48	\$ 3,328.00
Administrative Assistant	1	162.50	\$16.58	\$ 2,695.00
Total Maximum Monthly Cost:				\$ 15,611.00
Total Cost for 5 Years (60 Months):				\$ 936,660.00

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PROFESSIONAL SERVICES

Services Name	Services Description	Budget
External Evaluator	Official in charge of implementing the evaluation plan and informing the Administration of the results through quarterly and annually reports.	\$ 37,500.00
Coaches	Coaches to maintain communication with the participants and resources to clarify doubts in the technological and content area, provide the necessary support to achieve the objectives of the Project.	\$ 168,750.00
Total Budget for Services to be Contracted:		\$ 206,250.00

OTHER OPERATING

Item Name	Item Description	Budget
Workshops	The scale to be used for workshops enrollment will be divided into two groups (1) trainings or workshops of 3 to 6 hours, (2) Certifications from 7 hours onwards to the program participants.	\$ 3,076,451.00
Courses	The cost will be the current UPRH fee for courses with credit and grade. An additional laboratory fee and the Technology and Maintenance fees will also be invoiced against the program.	\$ 128,960.00
Travel Expense	Per diem and mileage expenses of the Recruitment and Placement Officer of the program.	\$ 13,800.00
Software	Purchase of programs for workshops and self-management courses of the program.	\$ 19,000.00

Rent	Facility rental costs for the meetings in the different districts to impact the program.	\$ 41,905.00
Supplies & Materials	Educational materials for the workshops and courses to be offer to the participants.	\$ 21,500.00
Indirect Cost	Incurred Indirect cost will be reimbursed through the De Minimis Rate 10%.	\$ 427,366.00
Total Expenses Budget:		\$ 3,728,982.00

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PROJECT ACTIVITY DELIVERY COSTS		
Staff	Direct staff for the program.	\$ 936,660.00
Professional Services	Evaluator & coaches for the program.	\$ 206,250.00
Other Operating	Costs to implement and develop to develop the program.	\$ 3,728,982.00
Equipment		\$ -
TOTAL COSTS		\$ 4,871,892.00
GRAND TOTAL		\$ 4,871,892.00

Budget Re-distribution

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

End of Document









UPR HUMACAO - WFT - AMENDMENT A - SRA

Final Audit Report

2021-11-02

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