



# AMENDMENT G

## COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR) HOUSING COUNSELING PROGRAM

### AMENDMENT G TO the SUBRECIPIENT AGREEMENT BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING AND THE ONE STOP CAREER CENTER OF P.R., INC. Contract No. 2020-DR0011 Amendment G No. 2020-DR0011G



This **AMENDMENT G TO THE SUBRECIPIENT AGREEMENT (AMENDMENT G)** is entered into this 4 day of August, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency of the Government of Puerto Rico created under Act. No. 97 of June 10, 1972, as amended, 3 LPRA § 441, et seq., known as the "**Department of Housing Organic Act**", with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, 00928, represented herein by its Secretary, William O. Rodríguez Rodríguez, of legal age, attorney, single, and resident of Guaynabo, Puerto Rico; and **ONE STOP CAREER CENTER OF P.R., INC. (Subrecipient)**, a nonprofit corporation, with principal offices at 839 Street Añasco, Suites 3 & 5, San Juan, Puerto Rico, 00925, represented herein by its Executive Director, Carmen G. Cosme Pitre, of legal age, single, and resident of San Juan, Puerto Rico, collectively the "**Parties**".

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#### I. RECITALS AND GENERAL AWARD INFORMATION

**WHEREAS**, on August 13, 2019, the Parties entered into a Subrecipient Agreement, registered as Contract No. **2020-DR0011 (Agreement)**, under the Housing Counseling Program (**Program**) for the total budget amount of **SEVEN HUNDRED FORTY-NINE THOUSAND SIX HUNDRED THIRTY-NINE DOLLARS AND FORTY-THREE CENTS (\$749,639.43)**, for a period of performance of **twenty-four (24) months**, ending on **August 12, 2021**.

**WHEREAS**, on November 12, 2019, PRDOH and the Subrecipient executed **Amendment A** to the Agreement, Contract No. **2020-DR0011A**, to modify several items of **Exhibit D** (Budget); also, to conform the Agreement to federal, state, and local regulations and statutes. The Amendment A did not affect the term nor the overall budget amount of the Agreement.

**WHEREAS**, on August 28, 2020, PRDOH and the Subrecipient executed **Amendment B** to the Agreement, Contract No. **2020-DR0011B**, to modify **Exhibit C** (Key Personnel) and **Exhibit D** (Budget), in addition, to conform the Agreement to federal, state, and local regulations and statutes. Amendment B did not affect the term nor the overall budget amount of the Agreement.

**WHEREAS**, on July 7, 2021, PRDOH and the Subrecipient executed **Amendment C** to the Agreement, Contract No. **2020-DR0011C** to modify **Exhibit C** (Key Personnel) and **Exhibit D** (Budget), to incorporate a new **Exhibit G** (Subrogation and Assignment Provisions), as well as to conform the Agreement to federal, state, and local regulations and statutes. Moreover, this amendment increased the total amount to **ONE MILLION NINE HUNDRED NINE THOUSAND THREE HUNDRED FORTY-EIGHT DOLLARS (\$1,909,348.00)**. In addition, the period of performance was modified, ending on **August 6, 2023**.

**WHEREAS**, on October 14, 2021, PRDOH and the Subrecipient executed **Amendment D** to the Agreement, Contract No. **2020-DR0011D**, to modify **Exhibit B** (Timelines and Performance Goals), as well to conform the Agreement to federal, state, and local

regulations and statutes. Amendment D did not affect the term nor the overall budget amount of the Agreement.

**WHEREAS**, on May 24, 2022, PRDOH and the Subrecipient executed **Amendment E** to the Agreement, Contract No. **2020-DR0011E**, to modify **Exhibit A** (Scope of Work), **Exhibit B** (Timelines and Performance Goals), **Exhibit C** (Key Personnel), **Exhibit D** (Budget), **Exhibit E** (Fund Certification), and **Exhibit G** (Subrogation and Assignment Provisions). The budget was increased by **THREE HUNDRED SEVENTY THOUSAND ONE HUNDRED FORTY-THREE DOLLARS (\$370,143.00)** for a new total budget amount of **TWO MILLION TWO HUNDRED SEVENTY-NINE THOUSAND FOUR HUNDRED NINETY-ONE DOLLARS (\$2,279,491.00)**. The period of performance of the Agreement remained unaltered.

**WHEREAS**, on April 4, 2023, PRDOH and the Subrecipient executed **Amendment F** to the Agreement, Contract No. **2020-DR0011F**, to modify **Exhibit C** (Key Personnel), **Exhibit D** (Budget), **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements) and to add a new **Exhibit H** (Non-Conflict of Interest Certification). The period of performance and the budget of the Agreement remained unaltered.

**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 G** does not constitute an extinctive novation of the obligations of the Parties under the Agreement.

**WHEREAS**, the PRDOH has the legal power and authority, in accordance with its enabling statute, the Organic Act, the Federal laws, and regulations creating and allocating funds to the CDBG-DR Program, and the current Action Plan, to enter into this **AMENDMENT G**.

**WHEREAS**, the SUBRECIPIENT has duly adopted Resolution dated June 14, 2023, certified on March 22, 2023, authorizing its Authorized Representative, Carmen G. Cosme Pitre, to enter into this **AMENDMENT G**.

**NOW, THEREFORE**, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the Subrecipient agree to execute this **AMENDMENT G** subject to the following:

## II. SAVINGS CLAUSE

The information included in this **AMENDMENT G** 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 G**.

## III. SCOPE OF THE AMENDMENT

This **AMENDMENT G** mainly entails a modification of the total budget amount as well as an extension of the period of performance of the Agreement. The budget is being increased for the amount of **SEVEN HUNDRED TWENTY THOUSAND FIVE HUNDRED NINE DOLLARS (\$720,509.00)** for a total budget amount of **THREE MILLION DOLLARS (\$3,000,000.00)**. Furthermore, the period of performance of the Agreement will be extended by **seventeen (17) months**, ending on **January 6, 2025**. Other modifications are being incorporated into **Exhibit B** (Timelines and Performance Goals), **Exhibit C** (Key Personnel), and **Exhibit D** (Budget). Also, a new **Exhibit E-I** (Funds Certification) is being incorporated into the Agreement as specified in the following section. In addition,

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updated versions of **Exhibit F** (HUD General Provisions and other Federal Statutes, Regulations, and PRDOH Requirements) and **Exhibit H** (Non-Conflict of Interest Certification) are incorporated by reference into the Agreement. All other provisions of the original Agreement remain unaltered.

**IV. AMENDMENTS**

a. The Parties agree to amend the **GENERAL AWARD INFORMATION** table as follows:

CDBG-DR Grantee Federal Award Identification Number:	B-18-DP-72-0001
CDBG-DR Grantee Federal Award Date:	February 21, 2020
Federal Award project description:	See <b>Exhibit A</b> (Scope of Work)
CDBG-DR Grantee Unique Identifier:	Unique Entity ID: FFMUBT6WCM1
Subrecipient Contact Information:	Carmen G. Cosme Pitre Executive Director 839 Calle Añasco, Suite 3, San Juan, Puerto Rico 00925 <a href="mailto:onestop.scarmen@gmail.com">onestop.scarmen@gmail.com</a> (787)-721-8873
Subrecipient Unique Identifier:	Unique Entity ID: LLFNKTY4JH57
Subaward Period of Performance:	Start Date: Effective Date, as defined in <b>Section V</b> of this Agreement, as amended. End Date: <b>January 6, 2025</b>
Funds Certification:	Dated: July 1, 2019 Authorized Amount: <b>\$749,639.43</b> Funds Allocation: CDBG-DR "R01H12HCP-DOH-LM" Account Number: 4190-01-000
Funds Certification:	Dated: July 1, 2021 Authorized Amount: <b>\$1,159,708.57</b> Funds Allocation: CDBG-DR "R01H12HCP-DOH-LM" CDBG-DR "R02H12HCP-DOH-LM" CDBG-DR "R02H12HCP-DOH-UN" Account Number: 6090-01-000
Funds Certification:	Dated: May 18, 2022 Authorized Amount: <b>\$370,143.00</b> Funds Allocation: CDBG-DR "R02H12HCP-DOH-LM" Account Number: 6090-01-000
Funds Certification:	Dated: July 13, 2023 Authorized Amount: <b>\$720,509.00</b> Funds Allocation: "CDBG-DR "R02H12HCP-DOH-LM" Account Number: 6090-01-000 See <b>Exhibit E-I</b> for <u>Funds Certification</u>
Total Budget Amount:	<b>\$3,000,000.00</b>

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- b. **Section II. ATTACHMENTS** of the Agreement is being amended to incorporate **Exhibit E-I** (Fund Certification) in the list of exhibits that are attached to the Agreement as follows:  
[...]

The following attachments are incorporated into this Agreement by reference and are hereby made part of this Agreement:

Exhibit A	Scope of Work
Exhibit B	Timelines and Performance Goals
Exhibit C	Key Personnel
Exhibit D	Budget
Exhibit E	Funds Certification
<i>Exhibit E-I</i>	<i>Funds Certification</i>
Exhibit F	HUD General Provisions and other Federal Statutes, Regulations, and PRDOH Requirements
Exhibit G	Subrogation and Assignment Provisions
Exhibit H	Non-Conflict of Interest Certification
[...]	

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- c. The Parties agree to amend **Section V. EFFECTIVE DATE AND TERM** to extend the term of the Subrecipient Agreement with the following:

**V. EFFECTIVE DATE AND TERM**

*This Subrecipient Agreement shall be in effect and enforceable between the parties from the date of its execution. The performance period of this Subrecipient Agreement ends on **January 6, 2025**.*

*The End of Term shall be the later of: (i) **January 6, 2025**, (ii) the date as of which the Parties agree in writing that all Close-Out Requirements<sup>1</sup> 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.*

- d. **Exhibit B** (Timelines and Performance Goals) of the Agreement is being replaced by a modified **Exhibit B** (Timelines and Performance Goals) hereto incorporated by reference into the Agreement (See **Attachment I**).
- The performance of Key Activities within the established Timelines of this **Exhibit B** (Timelines and Performance Goals) is subject to the availability of funds.
- e. **Exhibit C** (Key Personnel) of the Agreement is being replaced by a modified **Exhibit C** (Key Personnel) hereto incorporated by reference into the Agreement. (See **Attachment II**).
- Intake Housing Counselor: Placed bullets and modified some words for a better understanding of the description.

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<sup>1</sup> "Close-Out Requirements" means all requirements to be satisfied by each party in order to close-out this Agreement and the CDBG-DR funds provided herein in accordance with applicable Requirements of Law, including the execution and delivery by one or more of the Parties of all close-out agreements or other legal instruments and the taking of any actions by one or more of the Parties in connection with such close-out, in any case as required under applicable Requirements of Law.

- f. **Exhibit D** (Budget) of the Agreement is being replaced by a modified **Exhibit D** (Budget) hereto incorporated by reference into the Agreement. (See **Attachment III**).

The **STAFFING section** of the aforementioned exhibit is being amended to modify columns "**Estimates hours per month per resource**" and "**Estimated hourly rate**" for staff positions as follows:

In addition, the **Staffing section** of the aforementioned exhibit is being amended to create new staff positions as follows:

- Staffing increased from \$1,924,489.33 to \$2,612,586.48.
- Other Operating increased from \$315,001.67 to \$349,413.52
- Equipment reduced from \$40,000.00 to \$38,000.00.
- The Total Costs and Grand Total has been increased from \$2,279,491.00 to \$3,000,000.00.

In addition, the **STAFFING section** of the aforementioned exhibit is being amended to incorporate the following modifications:

- Executive Director (1): Estimated Month Needed [C] has been increased from 7 to 17. The Estimated Cost for the Program increased from \$32,529.00 to \$78,999.00.
- Program Director (1): Estimated Month Needed [C] has been increased from 7 to 17. The Estimated Cost for the Program has also increased from \$43,372.00 to \$105,332.00.
- Intake Housing Counselor: The Quantity of Resources [A] has been reduced from 3 to 2. Estimated Month Needed [C] has been increased from 7 to 17. The Estimated Monthly Cost has been reduced from \$7,464.00 to \$4,976.00. Estimated Cost for the Program has been increased from \$52,248.00 to \$84,592.00.
- Intake Housing Counselor Senior (1): Estimated Month Needed [C] has been increased from 7 to 17. The Estimated Cost for the Program has been increased from \$20,328.00 to \$49,368.00.
- Housing Counselor Junior (1): Estimated Hours per month per Resource [B] and Estimated Month Need [C] has been reduced from 184 and 7 to 0. The Estimated Monthly Cost for the Program has been reduced from \$3,110.00 to \$0.00. Estimated Cost for the Program has also been reduced from \$21,770.00 to \$0.00.
- Housing Counselor Intermediate (4): Estimated Month Needed [C] has been increased from 7 to 17. The Estimated Cost for the Program has been increased from \$116,081.00 to \$281,911.00.
- Housing Counselor Senior (1): Estimated Month Needed [C] has been increased from 7 to 17. The Estimated Cost for the Program has increased from \$36,288.00 to \$88,128.00.
- Client Management System Coordinator (1): Estimated Month Needed [C] has been increased from 7 to 17. The Estimated Cost for the Program has been increased from \$21,770.00 to \$52,870.00.
- Accountant (1): Estimated Month Needed [C] has been increased from 7 to 17. The Estimated Cost for the Program increased from \$7,889.00 to \$19,159.00.
- Housing Counselor Assistance Staff (1): Estimated Month Needed [C] has been increased from 7 to 17. The Estimated Cost for the Program has increased from \$18,102.00 to \$43,962.00.
- Compliance Officer (1): Estimated Month Needed [C] has been increased from 7 to 17. The Estimated Cost for the Program has increased from \$13,804.00 to \$33,524.00.
- Case Manager (1): Estimated Hours per month per Resource [B] has been reduced from 184 to 40. The Estimated Month Needed [C] has increased from 7 to 17. Estimated Monthly Cost has been reduced from \$3,110.00 to \$676.00. The Estimated Cost for the Program has also been reduced from \$21,770.00 to \$11,492.00.

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- Follow-up & Survey Support Officer (1): Estimated Month Needed [C] has been increased from 7 to 17. The Estimated Cost for the Program has increased from \$ 10,885.00 to \$26,435.00.
- Marketing and Outreach Coordinator (1): Estimated Hours per month per Resource [B] and Estimated Month Need [C] has been reduced from 184 and 7 to 0. The Estimated Monthly Cost has been reduced from \$5,184.00 to \$0.00. Estimated Cost for the Program has also been reduced from \$36,288.00 to \$0.00.
- Senior Account (1): Estimated Hours per month per Resource [B] and Estimated Month Need [C] have been reduced from 50 and 7 to 0. The Estimated Monthly Cost has been reduced from \$1,352.00 to \$0.00. Estimated Cost for the Program has also been reduced from \$9,464.00 to \$0.00.
- Legal Advisor and Procurement Officer (1): Estimated Hours per month per Resource [B] has been increased from 55 to 70. The Estimated Monthly Cost has been increased from \$2,169.00 to \$2,761.00. Estimated Cost for the Program has also been increased from \$15,183.00 to \$19,327.00.
- Receptionist (1): Estimated Month Needed [C] has been increased from 7 to 17. Estimated Hourly rate [D] has been increased from \$11.27 to \$11.83. The Estimated Monthly Cost has been increased from \$2,074.00 to \$2,177.00. Estimated Cost for the Program has also been increased from \$14,518.00 to \$37,009.00.
- The Estimated Monthly Cost has been reduced from \$70,327.00 to \$56,454.00.
- The Total Cost for Amendment has been increased from \$492,289.00 to \$932,108.00. The Total Cost for Amendment on Previous Expenditures (Staffing) has also been increased from \$1,432,200.33 to \$1,680,478.48.
- The Contract Total Cost as per Amendment F has been increased from \$1,924,489.33 to \$2,612,586.48 for Amendment G. This represents an increase of \$688,097.15.

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Furthermore, the **Other Operating section** of the aforementioned exhibit is being amended to incorporate the following modifications:

- The Travel Item Budget has been reduced from \$31,258.31 to \$13,120.78.
- The Materials Item Budget has been reduced from \$30,000.00 to \$6,000.00.
- The Training Item Budget has been reduced from \$25,000.00 to \$9,000.00.
- Space and Utilities Budget has been increased from \$25,000.00 to \$47,310.56.
- Overhead Budget has been increased from \$57,814.16 to \$96,022.88.
- Total Expenses Budget has been increased from \$169,072.47 to \$171,454.22. As a result, the Total Expenses for Contract Total as per Amendment has increased from \$315,001.67 (Amendment F) to \$349,413.52 for (Amendment G). This represents an increase of \$34,411.85.

Moreover, the aforementioned exhibit is being amended to create an **EQUIPMENT section** as follows:

- The Software Budget has been reduced from \$10,000.00 to \$8,000.00.
- The Total expenses Budget and the Contract Total has been reduced from \$40,000.00 (Amendment F) to \$38,000.00 (Amendment G). This represents a reduction of \$2,000.00 for Amendment G.

- g. **Exhibit E-I** (Funds Certification) is being incorporated by reference into the Agreement to reflect the budget increase of **SEVEN HUNDRED TWENTY THOUSAND FIVE HUNDRED NINE DOLLARS (\$720,509.00)** incorporated via this **AMENDMENT G**. The new budget amount available to the SUBRECIPIENT to continue undertaking activities under the Program is **THREE MILLION DOLLARS (\$3,000,000.00)**. (See **Attachment IV**).
- h. An updated version of **Exhibit F** (HUD General Provisions and other Federal Statutes, Regulations, and PRDOH Requirements) is being incorporated by reference into the Agreement. (See **Attachment V**).
- i. An updated version of **Exhibit H** (Non-Conflict of Interest Certification) is being incorporated by reference into the Agreement. (See **Attachment VI**).

#### IV. SEVERABILITY

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

#### V. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this **AMENDMENT G** 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 G**.

#### VI. COMPTROLLER REGISTRY

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

#### VII. 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 concerning the Agreement, as amended.

#### VIII. 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.

**[SIGNATURES ON THE FOLLOWING PAGE]**

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

**PUERTO RICO DEPARTMENT OF HOUSING  
CDBG-DR Grantee**

William O. Rodríguez Rodríguez

William O. Rodríguez Rodríguez (Aug 4, 2023 17:28 EDT)

Name: William O. Rodríguez Rodríguez  
Title: Secretary

**ONE CAREER CENTER OF P.R., INC.  
Subrecipient**

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Carmen G Cosme Pitre

Carmen G Cosme Pitre (Aug 4, 2023 16:58 EDT)

Name: Carmen G. Cosme Pitre  
Title: Executive Director





## EXHIBIT B

# TIMELINES AND PERFORMANCE GOALS

## HOUSING COUNSELING PROGRAM

### ONE STOP CAREER CENTER OF P.R., INC.

#### 1. Program Objective:

This Program will foster resilience through public education and advocacy delivered by HUD-Approved Housing Counseling Agency (HCA) professionals to explain the options available for Applicants receiving housing counseling services and/or in conjunction with other forms of housing assistance. These services may include a range of approved subjects, including but not limited to, one-on-one counseling and formal training sessions.

#### 2. Terms

- **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.
- **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.

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**3. Timeline and Performance Goals**

KEY OBJECTIVE #1	KEY ACTIVITY	INDICATORS	SOURCE OF VERIFICATION	TARGET GOALS	TIMELINE
	1.1 Housing Counseling is provided to LMI Households	# outreach activities	Local events, minutes report, participants list, social media etc.	3 outreach activities per quarter	Monthly until 01/06/25*
		# completed courses provided per month	Course's certification of completion	175 courses completed per month, per subrecipient	Monthly until 01/06/25*
		#households served (total cases)	Household data as submitted through Canopy	300 LMI households who participate in the Program	Monthly until 01/06/25*
	1.2 Application Closeout & Closeout Survey	% applicants that have completed the closeout survey	Completed surveys (Client Management System (Canopy))	50%	Monthly*
		% of participants who are satisfied with program	Housing Counseling Survey Performance Report	75-80% participants are satisfied	Monthly*

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\*The performance of Key Activities within the established Timelines of this Exhibit B is subject to the availability of funds.

### 3.1.1 KEY ACTIVITY: OUTREACH ACTIVITIES & COUNSELING COURSES COMPLETED

The subrecipient are to provide outreach efforts through multiple media outlets including but not limited to radio, newspaper, social media, local marketing initiatives, local events, or fairs. This outreach effort should be documented, measurable, and create impact. Outreach will be measured through quarterly reports. The provision of information given by the subrecipient to the applicant should raise awareness about critical housing topics, such as predatory lending, fair lending, and fair housing issues. In terms of the number of courses completed by the applicant. The subrecipient must ensure that after the initial consultation has been completed with the applicant, all counseling courses and workshops that were recommended to the applicant by the housing counselor based upon the applicant's housing needs were completed before issuing a Certification of Completion.

### 3.1.2 KEY ACTIVITY 1.2 APPLICANT PARTICIPATION IN THE CLOSEOUT SURVEY

The subrecipient shall coordinate a closeout process with the applicant, which may include an exit interview and an evaluation of the services needed, services provided, and outstanding needs. The subrecipient will also be responsible for tracking all counseling services offered to the applicant in the Grant Management System (Canopy). The Housing Counselor must also ensure that once the applicant has completed any counseling services the applicant is awarded a Certificate of Completion and that the applicant is sent the close out letter to complete the Closeout Survey.

**END OF DOCUMENT**

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## EXHIBIT C

### KEY PERSONNEL

#### HOUSING COUNSELING PROGRAM

#### ONE STOP CAREER CENTER OF P.R., INC.

Below is the Staffing Plan for One Stop Career Center of P.R., Inc. (**OSCC**), reflecting a combination of existing employees or newly hired employees dedicated to the CDBG-DR Housing Counseling Program (**HCP**).

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I. **Roles Description:**

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Role	Description
<b>Executive Director</b>	<ul style="list-style-type: none"> <li>• Liaison with stakeholders and provide linkage agreements with key stakeholders. Also, the Executive Director provides general oversight, leads outreach efforts, and project guidance.</li> <li>• Signs and certifies the documents specific to the CDBG-DR Housing Counseling Program requested by the PRDOH. Among these documents are certifications, contracts, and invoices. She dedicates time to the evaluation of these documents and subsequent signatures.</li> <li>• Directly supervises that the work of the following: Project Director, Accountant, Compliance Officer, and Human Resources, concerning CDBG-DR services, are performed by federal and state guidelines.</li> <li>• Maintains direct communication with HUD about regulations, changes, and/or guidelines.</li> <li>• Contacts the Municipalities, community leaders, and private or public institutions, among others.</li> <li>• Discusses with the accountants, payrolls, and mileage payments, signs the checks, evaluates the balance in the accounts, and approves the disbursements for managing the CDBG-DR program with OSCC'S funds before the program reimbursement. Furthermore, the Executive Director is the one who reports these transactions to OSCC's Board of Directors.</li> <li>• Maintains frequent meetings with the OSCC's administrative staff to verify the status, use of funds, the balance of budget items, analyze program execution, plan strategies, discuss matters and issues relevant to the fulfillment of the OSCC's HCP of the CDBG-DR</li> </ul>

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Program.

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**Program Director**

- Implements and supervises the OSCC's HCP under CDBG-DR Program.
- Ensures compliance with all applicable laws, grant agreements, and organizational policies.
- Approves all client cases with Housing Counselors and Client Management System Coordinator.
- Works directly with accountants and Compliance Officer. Also, she works directly in the auditing and compliance processes by Horne and the PRDOH.
- Responsible for signing the staff timesheets of the OSCC's HCP under the CDBG-DR Program.
- In charge of evaluating the staff's narrative reports of the OSCC's HCP activities under the CDBG-DR Program.
- Responsible for evaluating the licenses of the OSCC's HCP under the CDBG-DR Program.
- Responsible for the evaluation of program requisitions. In charge of the daily work with the Housing Counselors, Intake Housing Counselors, and others to establish the forms and strategies to direct services to the participants of the OSCC's HCP under the CDBG-DR program.
- Attend seminars and training the OSCC's HCP requires under the CDBG-DR Program.
- In charge of working directly with the Canopy system in approving cases and assigning cases to the Housing Counselors.
- Attend meetings of OSCC's HCP under the CDBG-DR Program.
- Supervise and assist in entering cases into the Client Management System (**CMS**). In charge of managing and assisting in the generation of the HUD-9902 report.
- Responsible for writing monthly activity reports. Responsible for attending and responding to Horne and the PRDOH requests about the OSCC's HCP under the CDBG-DR Program in coordination with the OSCC's Executive Director.
- Among other tasks that require or may arise from the OSCC's HCP under the CDBG-DR Program

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**Receptionist**

- Receives calls from the public interested in obtaining information on CDBG-DR's HCPs.
- Direct calls from participants to Intake Housing Counselors.
- Provides general information about CDBG-DR's HCPs.

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**Intake Housing Counselor**

- Informs and/or contacts participants about the program.
- Record the information of each participant in the program and organization CMS.
- Completes the intake form in the CMS with the participant's data, coordinates counseling sessions, and assists in the follow-up of all clients.

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**Intake Housing Counselor Senior**

- Train the new staff for the Intake Housing Counselor position.
  - Coordinates and oversees the work of the other Intake Housing Counselors.
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	<ul style="list-style-type: none"> <li>• Informs and/or contacts the participants about the program requirements.</li> <li>• Completes the intake form in the CMS with the participant's information, coordinates counseling sessions, and assists in the follow-up of all clients.</li> </ul>
<b>Housing Counselor Senior</b>	<ul style="list-style-type: none"> <li>• Provides workshop and or housing counseling services to program participants.</li> <li>• Record each participant's information on the program and organization CMS.</li> <li>• Most experienced staff counselor clarifies doubts about situations that a participant may present.</li> <li>• Coordinate the Housing Counselor staff education and training to keep updated with changes in HUD programs.</li> </ul>
<b>Housing Counselor Intermediate</b>	<ul style="list-style-type: none"> <li>• Provide workshop and or housing counseling services to program participants.</li> <li>• Record each participant's information on the program and organization CMS.</li> <li>• Discuss information provided by participants to update workshop material.</li> </ul>
<b>Housing Counselor Junior</b>	<ul style="list-style-type: none"> <li>• Provide workshop and or housing counseling services to program participants.</li> <li>• Record each participant's information on the program and organization CMS.</li> </ul>
<b>Client Management System Coordinator</b>	<ul style="list-style-type: none"> <li>• Oversees the use of the CMS for CDBG-DR.</li> <li>• Assists the Program Director in working the Canopy system in approving and assigning cases to the Housing Counselors. Solve Canopy's problems internally, as they are many and diverse.</li> <li>• Responsible for contacting the Help Desk and discussing their questions regarding Canopy for bringing answers to OSCC's staff under CDBG-DR.</li> <li>• Enters information of all CDBG-DR cases to the OSCC's CMS to generate the HUD-9902 report quarterly.</li> <li>• Audit the completed records of CDBG-DR participants.</li> <li>• Works directly with the Program Director preparing reports for her and answering through the "Help Desk" the questions about Canopy, follow-up, and continuity.</li> <li>• Provide consistency between HUD and CANOPY compliance, which is not given that the requirements PRDOH establishes are compliance with CDBG-DR as a substance and not necessarily to HUD-regulated Housing Counseling Program.</li> </ul>
<b>Accountant</b>	<ul style="list-style-type: none"> <li>• Ensures compliance with all CDBG-DR financial requirements.</li> <li>• Prepare CDBG-DR's HCP invoices.</li> </ul>
<b>Housing Counselor Assistance Staff</b>	<ul style="list-style-type: none"> <li>• Performs several clerical duties related to the CDBG-DR HCP operation. These clerical duties are related to the participant's files and physical documentation. This duty will allow the Housing Counselors to provide additional services to the participants.</li> <li>• Coordinates initial orientations on <i>Financial, Budgeting, and Credit Workshop, Affordable Housing Options, Pre-purchase Homebuyer Education Workshop, Rental Housing Workshop, and Non-</i></li> </ul>

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*Delinquency Post Purchase Workshop so the participants can learn about how to build a credit history to qualify for a mortgage and benefit for the First Time Homebuyer Assistant Program; for renters who are paying more than their 35% income in rent, explain the benefit of becoming a homeowner.*

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**Compliance Officer**

- Prepares Section 3 & MWBE quarterly reports.
- Maintains OSCC in compliance with Section 3 Recipient Plan and documents its efforts.
- Assists in reviewing Administrative and Financial monthly reports.
- Internally audits CDBG-DR HCP participants' files.
- Works on the CDBG-DR HCP budget.
- Attends meetings with Home and PRDOH related to the CDBG-DR HCP.

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**Case Manager**

- Will offer support in managing the participant's needs, such as searching for housing, identifying needs, making phone calls, and searching for online resources.
- Will be available to address issues in the communities assigned to the OSCC's Housing Counseling Agency.
- Will visit housing projects and/or communities to collaborate with the participants.
- Establish a list of resources, contact them, and create relationships of agreement and support for the benefit of the participants.
- Identify participants' needs and refer them to services or organizations to address their needs, as appropriate.
- Will establish relationships with property sellers, real estate brokers and/or sellers, landlords, and others for the benefit of participants. Prepare reports of tasks performed and services offered and follow up with the participants.
- Any related activity is requested for the benefit of the participants of the Housing Counseling Program under the CDBG-DR Program.

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**Marketing and Outreach Coordinator**

- Oversees raising awareness exclusively of the CDBG-DR Housing Counseling program by educating and developing strategic relationships and marketing strategies along with PRDOH guidelines.
- Create the program's brochures, social media content, and other marketing materials and attend meetings, press conferences, or media activities.
- Participate in calls from potential clients to provide an orientation of the HCP

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**Follow-up & Survey Support Officer**

- Will be responsible for following up with all CDBG-DR's HCP participants.
- Contact the participants who have completed their workshops or housing counseling services to administer the closed-out survey in compliance with the program guidelines, obtain information on what actions the participant took according to their Action Plan, and enter the information to Canopy.
- Assist the Intake Housing Counselors in contacting interested parties and/or participants at times more accessible to them and resolve any issues related to their applications to participate in HCP

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**Senior Accountant**

- Responsible for efficiently managing and coordinating all financial services for the housing counseling program, including expense control and analysis, budget preparation and analysis, and contract administration.
- Monitor monthly program operating statements with a chart of accounts and detailed journal ledger of all expenses in comparison with budget expenses; identify and resolve line-item cost variances with the program budget; develop and implement tracking tools and systems for allocation of costs to appropriate accounting lines for the CDBG-DR HC program expenses.
- Prepare all expense worksheets to control and analyze the CDBG-DR Housing Counseling Program budget.
- Prepare and revise the Housing Counseling Program budget to comply with expense categories.
- Analyze and recommend cost reduction or control improvements to the Program Manager if needed and/or required.
- Develop and monitor budgets for programs and contracts.
- Make payments to providers of the Housing Counseling Program for rendered services.

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**Legal Advisor and  
Procurement Officer**

- In charge of procurement compliance, ensuring that purchases related to the HC Program comply with the federal standards contained in 2 C.F.R. § 200.318 to §200.327.

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**END OF DOCUMENT**

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# EXHIBIT D – SECTION 1 BUDGET

## HOUSING COUNSELING PROGRAM

### ONE STOP CAREER CENTER OF P.R., INC.

#### DESCRIPTION OF SERVICES

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One Stop Career Center of P.R., Inc. (**OSCC**) will provide housing counseling services (one-on-one counseling and formal training sessions) to residents in the municipalities of Caguas, Cidra, Comerío, Humacao, Juncos, Las Piedras, Maunabo, Patillas, San Lorenzo, Vieques, Yabucoa and other municipalities (as well as those referred by and walk-in clients to PRDOH or the Program Manager's offices to be qualified for the Program) affected by hurricanes Irma and María. These services may cover topics such as but are not limited to Tenant rights; The home buying process; How to maintain a home or homeowner education; Budgeting; Identifying and reporting predatory lending practices; Rights for persons with disabilities; Foreclosure prevention and mitigation; Relocation; Disaster preparedness and recovery; Homelessness services; Financial literacy; The importance of maintaining good credit; and Other Housing Counseling Agency eligible disaster recovery services as discussed in the HUD Housing Counseling Disaster Recovery Toolkit.

#### BUDGET AND HOW THOSE SERVICES RELATE TO DELIVERING THE SCOPE WORK.

According to the approved (by HUD) current Action Plan, Puerto Rico intends to undertake a Housing Counseling Program. The program focuses on providing recovering residents with wrap-around educational services to promote an understanding of housing and financial options. As Housing Counseling Disaster Recovery Toolkit,<sup>1</sup> "HUD suggests that a single housing counselor might assist 40 – 200 families with an individualized assessment, action plan, and housing solution throughout a two-year program. As an extremely rough estimate, the total cost of housing counseling can range from \$600 to \$1,875. With OSCC, proposed services include those identified in **Exhibit C (Key Personnel)**.

PROJECT ACTIVITY DELIVERY COSTS		
Staffing	Salaries for employees that will be working directly with the Housing Counseling program under CDBG-DR.	\$ 2,612,586.48

<sup>1</sup> <https://www.hudexchange.info/resources/documents/Housing-Counseling-Disaster-Program-Guide.pdf>

Other Operating	Travel cost and overhead cost incurred in the program.	\$ 349,413.52
Equipment	Computer, software, etc.	\$ 38,000.00
<b>GRAND TOTAL</b>		<b>\$ 3,000,000.00</b>

**STAFFING**

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Position	Qty. of Resources [A]	Estimated Hours per month per Resource [B]	Month Needed [C]	Estimated Hourly Rate [D]	Estimated Monthly Cost [E=AxBxD]	Estimated Cost for the Program [D=CxE]
Previous Expenditure (Staffing)						\$ 1,680,478.48
Executive Director	1	55	17	\$84.49	\$ 4,647.00	\$ 78,999.00
Program Director	1	100	17	\$61.96	\$ 6,196.00	\$ 105,332.00
Intake Housing Counselor	2	184	17	\$13.52	\$ 4,976.00	\$ 84,592.00
Intake Housing Counselor Senior	1	184	17	\$15.78	\$ 2,904.00	\$ 49,368.00
Housing Counselor Junior	1	0	0	\$16.90	\$ 0.00	\$ 0.00
Housing Counselor Intermediate	4	184	17	\$22.53	\$ 16,583.00	\$ 281,911.00
Housing Counselor Senior	1	184	17	\$28.17	\$ 5,184.00	\$ 88,128.00
Client Management System Coordinator	1	184	17	\$16.90	\$ 3,110.00	\$ 52,870.00
Accountant	1	50	17	\$22.53	\$ 1,127.00	\$ 19,159.00
Housing Counselor Assistance Staff	1	184	17	\$14.05	\$ 2,586.00	\$ 43,962.00
Compliance Officer	1	50	17	\$39.43	\$ 1,972.00	\$ 33,524.00
Case Manager	1	40	17	\$16.90	\$ 676.00	\$ 11,492.00
Follow-up & Survey Support Officer	1	92	17	\$16.90	\$ 1,555.00	\$ 26,435.00
Marketing and Outreach Coordinator	1	0	0	\$28.17	\$ 0.00	\$ 0.00
Senior Accountant	1	0	0	\$27.04	\$ 0.00	\$ 0.00
Legal Advisor and Procurement Officer	1	70	7	\$39.43	\$ 2,761.00	\$ 19,327.00
Receptionist	1	184	17	\$11.83	\$ 2,177.00	\$ 37,009.00
<b>Total Estimated Monthly Cost:</b>					<b>\$ 56,454.00</b>	
<b>Total Cost for Amendment:</b>					<b>\$ 932,108.00</b>	
<b>Total Cost for Staffing in SRA:</b>					<b>\$ 2,612,586.48</b>	

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

\*\* Estimated Monthly Cost is roundup for extension purposes.

**OTHER OPERATING**

Item Name	Item Description	Budget
Previous Expenditures (Travel )		\$ 2,864.52
Previous Expenditures (Space use and utilities)		\$ 6,760.48
Previous Expenditures (Overhead)		\$ 168,334.30
<b>Travel</b>	Travel costs related to provide housing counseling services include transportation, mileage, lodging, air tickets, ferry tickets and per diem.	<b>\$ 13,120.78</b>
<b>Materials</b>	Office, Educational, Printing, and Marketing materials, for the CDBG-DR Housing Counseling Program.	<b>\$ 6,000.00</b>
<b>Training</b>	Housing Counseling Staff training	<b>\$ 9,000.00</b>
<b>Space use and utilities</b>	Depreciation of facilities and utilities payments for short-term use related to activities necessary to carry out the tasks and activities described in this SRA.	<b>\$ 47,310.56</b>
<b>Overhead</b>	Indirect cost through De Minimis Rate (10%) of the program.	<b>\$ 96,022.88</b>
<b>Total Expenses:</b>		<b>\$ 171,454.22</b>
<b>Total Cost for Expenses in SRA:</b>		<b>\$ 349,413.52</b>

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**EQUIPMENT**

Item Name	Item Description	Budget
Computer Equipment	Acquisition of laptops, desktops, scanners, printers, peripherals, battery backups, and other office equipment for the program staff.	\$ 30,000.00
Software	Acquisition of Software applications, programs that run on a device as the variable part of the computer, and hardware such as Windows Office, Adobe Acrobat, and DocuSign.	\$ 8,000.00
<b>Total Expenses Budget:</b>		<b>\$ 38,000.00</b>

**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 the purpose and balance of funds, and if determined that 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**



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

# Attachment IV

**Contract Code:** cc5937-g **Type:**  
Change Order A\_V2 **Original**  
**Registered Code:**

## Exhibi E-I CERTIFICATION OF FUNDS

Requested on behalf: CDBG-DR Director

The Finance Division certifies the availability of the following funds:

**Contracting Of:** ONE STOP CAREER CENTER OF PR  
**Source of Funds:** 14.228 CDBG Funds  
**For:** Amendment G to 2020-DR0011  
**Amount:** \$720,509.00

The breakdown and grant of the certified funds is as follows:

Grant	Area / Project	Activity Code	Category Description	Account	Amount
B-18-DP-72-0001	Housing	r02h12hep-doh-lm	H - Equipment (Sub recipient)	6090-01-000	-\$2,000.00
B-18-DP-72-0001	Housing	r02h12hep-doh-lm	H - Other Operating (Not ICR)	6090-01-000	\$34,411.85
B-18-DP-72-0001	Housing	r02h12hep-doh-lm	H - Staff / Personnel (Sub-recipient)	6090-01-000	\$688,097.15
					<u>\$720,509.00</u>

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The above distribution of funds is subject to changes and will be allocated in accordance with the executed agreement within the parties. These funds do not affect the Puerto Rico Department of Housing (PRDOH) operational budget, and are available to be use.

If you have any questions, feel free to contact us at (787)274-2527.

Cesar Candelario Signed Date - 07/12/2023  
Electronic Approval  
Budget Manager

Nilda Baez Signed Date - 07/13/2023  
Electronic Approval  
Finance Director

*\*This transaction does not represent an overcharge of the account herein.*

Ave. Barbosa #606 Edificio Juan C. Cordero Dávila, Río Piedras, PR 00918 | P.O. Box 21365 San Juan, PR 00928-1365  
[Tel:\(787\)274-2527](tel:(787)274-2527) | [www.vivienda.pr.gov](http://www.vivienda.pr.gov)



## **EXHIBIT F**

### **HOUSING COUNSELING PROGRAM**

#### **HUD GENERAL PROVISIONS AND OTHER FEDERAL STATUTES, REGULATIONS, AND PRDOH REQUIREMENTS**

##### **ONE STOP CAREER CENTER OF P.R., INC.**

Given that the Subrecipient Agreement (**SRA**) involves funds for which the U.S. Department of Housing and Urban Development (**HUD**) is the oversight agency, the following terms and conditions may apply to this SRA. In addition, SUBRECIPIENT shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/>.

The SUBRECIPIENT shall include these terms and conditions in all subcontracts or purchase orders directly servicing the SRA.

These general provisions may be updated from time to time. It is the sole responsibility of the SUBRECIPIENT to be aware of any changes hereto, to amend and implement such changes and to ensure subcontracts terms and conditions are modified as necessary, if any.

##### **General Provisions:**

###### **1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this SRA shall be deemed to be inserted herein and the SRA shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the SRA shall forthwith be physically amended to make such insertion or correction.

###### **2. STATUTORY AND REGULATORY COMPLIANCE**

SUBRECIPIENT shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (**Appropriations Act**), as amended, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

###### **3. BREACH OF SUBRECIPIENT AGREEMENT TERMS**

The Puerto Rico Department of Housing (**PRDOH**) reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this SRA, in instances where the SUBRECIPIENT or any of its subcontractors violate or breach any SRA term. If the SUBRECIPIENT or any of its subcontractors violate or breach any SRA term, they shall be subject to such sanctions and penalties as may

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be appropriate. The duties and obligations imposed by the SRA documents, and the rights and remedies available thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **4. REPORTING REQUIREMENTS**

The SUBRECIPIENT shall complete and submit all reports, in such form and according to such schedule, as may be required by the PRDOH and/or the Government of Puerto Rico. The SUBRECIPIENT shall cooperate with all the PRDOH and/or the Government of Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 C.F.R. § 200.328 and 24 C.F.R. § 570.507, when applicable.

#### **5. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

The SUBRECIPIENT will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include, but are not limited to:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Additionally, for contracts of \$10,000 or more, the SUBRECIPIENT shall file Form HUD 2516 (Contract and Subcontract Activity) with the PRDOH on a quarterly basis.

#### **6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by HUD.

#### **7. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

The SUBRECIPIENT represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. Part 2424.

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## 8. CONFLICTS OF INTEREST

The SUBRECIPIENT shall notify the PRDOH as soon as possible if this SRA or any aspect related to the anticipated work under this SRA raises an actual or potential conflict of interest (as defined 2 C.F.R. § 200.318(c), if applicable). The SUBRECIPIENT shall explain the actual or potential conflict in writing in sufficient detail so that the PRDOH is able to assess such actual or potential conflict. The SUBRECIPIENT shall provide the PRDOH any additional information necessary to fully assess and address such actual or potential conflict of interest. The SUBRECIPIENT shall accept any reasonable conflict mitigation strategy employed by the PRDOH, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

## 9. SUBCONTRACTING

When subcontracting, the SUBRECIPIENT shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (ii) Requiring unnecessary experience and excessive bonding;
- (iii) Noncompetitive pricing practices between firms or between affiliated Companies;
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest;
- (vi) Specifying only a "brand name" product instead of allowing an "equal product" to be offered and describing the performance of other relevant requirements of the procurement; and
- (vii) Any arbitrary action in the procurement process.

The SUBRECIPIENT represents to the PRDOH that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this SRA.

The SUBRECIPIENT will include these HUD General Provisions in every subcontract issued by it, so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

## 10. ASSIGNABILITY

The SUBRECIPIENT shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the PRDOH.

## 11. COPELAND "ANTI-KICKBACK" ACT (Applicable to all construction or repair contracts)

Salaries of personnel performing work under this SRA shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland

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"Anti-Kickback Act" of 1934, 48 Stat. 948; (codified at 18 U.S.C. § 874; and 40 U.S.C. § 3145). The SUBRECIPIENT shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

## **12. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

**(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers.)**

The SUBRECIPIENT shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (**CWHSSA**), 40 U.S.C. §§ 3701-3708, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

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All laborers and mechanics employed by SUBRECIPIENTS or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the CWHSSA, and the SUBRECIPIENTS and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

## **13. DAVIS-BACON ACT**

**(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation.)**

The SUBRECIPIENT shall comply with the Davis Bacon Act (40 U.S.C. § 3141, *et seq.*) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by SUBRECIPIENTS or subcontractors, including employees of other governments, on construction work assisted under this SRA, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

On a semi-annual basis, the SUBRECIPIENT shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to PRDOH.

## **14. TERMINATION FOR CAUSE**

**(Applicable to contracts exceeding \$10,000)**

If, through any cause, the SUBRECIPIENT shall fail to fulfill in a timely and proper manner his or her obligations under this SRA, or if the SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this SRA, the PRDOH shall thereupon have the right to terminate this SRA by giving written notice to the SUBRECIPIENT of such termination and specifying the effective date thereof, at least **five (5) days** before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the SUBRECIPIENT under this Agreement shall, at the option of the PRDOH, become the PRDOH's property and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any work satisfactorily completed



hereunder. Notwithstanding the above, the SUBRECIPIENT shall not be relieved of liability to the Government of Puerto Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the SUBRECIPIENT, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the SUBRECIPIENT for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the SUBRECIPIENT is determined.

#### **15. TERMINATION FOR CONVENIENCE** **(Applicable to contracts exceeding \$10,000)**

The PRDOH may terminate this SRA at any time by giving at least a **ten (10) day** notice in writing to the SUBRECIPIENT. If the SRA is terminated by the PRDOH as provided herein, the SUBRECIPIENT will be paid for the time provided and expenses incurred up to the termination date.

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#### **16. SECTION 503 OF THE REHABILITATION ACT OF 1973** **(Applicable to contracts exceeding \$10,000)**

The SUBRECIPIENT shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities:

- 1) The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The SUBRECIPIENT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
  - (i) Recruitment, advertising, and job application procedures;
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - (iii) Rates of pay or any other form of compensation and changes in compensation;
  - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v) Leaves of absence, sick leave, or any other leave;
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by the SUBRECIPIENT;
  - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - (viii) Activities sponsored by the SUBRECIPIENT including social or recreational programs; and
  - (ix) Any other term, condition, or privilege of employment.
  
- 2) The SUBRECIPIENT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

- 3) In the event of the SUBRECIPIENT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 4) The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the SUBRECIPIENT's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The SUBRECIPIENT must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the SUBRECIPIENT may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- 5) The SUBRECIPIENT will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the SUBRECIPIENT is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- 6) The SUBRECIPIENT will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Rehabilitation Act of 1973, as amended, so that such provisions will be binding upon each subcontractor or vendor. The SUBRECIPIENT will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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## **17. EQUAL EMPLOYMENT OPPORTUNITY**

### **(Applicable to construction contracts and subcontracts exceeding \$10,000)**

The SUBRECIPIENT shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Subpt. B, Ch. 60).

During the performance of this Agreement, the SUBRECIPIENT agrees as follows:

- 1) The SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBRECIPIENT shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of

pay or other forms of compensation; and selection for training, including apprenticeship.

- 2) The SUBRECIPIENT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The SUBRECIPIENT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4) The SUBRECIPIENT will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the SUBRECIPIENT's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The SUBRECIPIENT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The SUBRECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 7) In the event of the SUBRECIPIENT's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the SUBRECIPIENT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 8) SUBRECIPIENT shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The SUBRECIPIENT will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

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**18. CERTIFICATION OF NONSEGREGATED FACILITIES**  
**(Applicable to construction contracts exceeding \$10,000)**

The SUBRECIPIENT certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The SUBRECIPIENT agrees that a breach of this certification is a violation of the equal opportunity clause of this Agreement.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The SUBRECIPIENT further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

**19. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS**  
**(Applicable to contracts exceeding \$100,000)**

The SUBRECIPIENT and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Ch. I, Subch. C, Pt. 60, Subpt. B and Ch. I, Subch. C, Pt. 93, Subpt. B, as amended, Section 508 of the Federal Water Pollution Control Act (33 U.S.C. § 1368) and Executive Order 11738 of September 10, 1973.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- 1) A stipulation by the SUBRECIPIENT or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to Ch. I, Subch. C, Pt. 93, Subpt. B or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Ch. I, Subch. C, Pt. 60, Subpt. B, as amended.
- 2) Agreement by the SUBRECIPIENT to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 7414) and Section 308 of the

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Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- 3) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- 4) Agreement by the SUBRECIPIENT that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the SUBRECIPIENT will take such action as the government may direct as a means of enforcing such provisions.

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## 20. ANTI-LOBBYING

### (Applicable to contracts exceeding \$100,000)

By the execution of this SRA, the SUBRECIPIENT certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- 3) The SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 21. BONDING REQUIREMENTS

**(Applicable to construction and facility improvement contracts exceeding \$100,000)**

The SUBRECIPIENT shall comply with 2 C.F.R. § 200.326 minimum bonding requirements:

- 1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.
- 2) A performance bond on the part of the SUBRECIPIENT for one hundred percent (100%) of the Agreement price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the SUBRECIPIENT's obligations under such contract.
- 3) A payment bond on the part of the SUBRECIPIENT for one hundred percent (100%) of the Agreement price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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## 22. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

- A. The work to be performed under this Agreement 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 Agreement 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 Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- C. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the SUBRECIPIENT has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the SUBRECIPIENT'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; and 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 SUBRECIPIENT 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 SUBRECIPIENT will not subcontract with any subcontractor where the SUBRECIPIENT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.

- E. The SUBRECIPIENT acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contracting requirements of 24 C.F.R. 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.
- F. The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled: (1) after the SUBRECIPIENT is selected but before the Agreement 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 SUBRECIPIENT'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 Agreement 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 Agreement. 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 Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- I. The SUBRECIPIENT 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.

### **23. FAIR HOUSING ACT**

SUBRECIPIENT shall comply with the provisions of the Fair Housing Act of 1968, as amended. The Act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, disability, or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

### **24. ENERGY POLICY AND CONSERVATION ACT**

SUBRECIPIENT shall comply with mandatory standards and policies relating to energy efficiency as contained in the Government of Puerto Rico's energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

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## 25. POLITICAL ACTIVITY

The SUBRECIPIENT agrees to comply with mandatory standards and policies relating to Hatch Political Activity Act (Hatch Act), 5 U.S.C. §§ 1501–1508, which limits the political activity of employees.

The SUBRECIPIENT shall comply with the Hatch Act and shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. §§ 1501–1508.

The Hatch Act applies to political activities of certain state and local employees. As a PRDOH's SUBRECIPIENT, you may participate in any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The SUBRECIPIENT may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

## 26. HEALTH AND SAFETY STANDARDS

All parties participating in this project agree to comply with Sections 3702 and 3704 (a) of the Contract Work Hours and Safety Standards Act (CWHSSA), 40 U.S.C. §§ 3702 and 3704. Section 3704 (a) of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to a contract to acquire a commercial product (as defined in 41 U.S.C. § 103) or a commercial service (as defined in 41 U.S.C. § 103a).

## 27. PERSONNEL

The SUBRECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services required hereunder will be performed by the SUBRECIPIENT or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this SRA.

## 28. WITHHOLDING OF WAGES

If in the performance of this Agreement, there is any underpayment of wages by the SUBRECIPIENT or by any subcontractor thereunder, the PRDOH may withhold from the SUBRECIPIENT out of payment due to him or her an amount sufficient to pay to employees underpaid the difference between the wages required thereby to be paid and the wages actually paid to such employees for the total number of hours

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worked. The amounts withheld may be disbursed by the PRDOH for and on account of the SUBRECIPIENT or subcontractor to the respective employees to whom they are due.

### **29. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES**

Claims and disputes pertaining to wage rates or to classifications of professional staff or technicians performing work under this SRA shall be promptly reported in writing by the SUBRECIPIENT to the PRDOH for the latter's decision, which shall be final with respect thereto.

### **30. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS**

No person employed on the services covered by this Agreement shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer.

### **31. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS (IF APPLICABLE)**

The SUBRECIPIENT agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The SUBRECIPIENT will be aware of and avoid any violation of the laws of this State which prohibit municipal officers and employees from having or owning any interest or share, individually or as an agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The SUBRECIPIENT will also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public officer who has an interest in any contract passed by the board of which he or she is a member during the time he or she was a member and for **one (1) year** thereafter.

### **32. INTEREST OF CERTAIN FEDERAL OFFICERS**

No member of, or delegate to, the Congress of the United States and no Resident Commissioner shall be admitted any share or part of this Agreement or to any benefit to arise therefrom.

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### 33. INTEREST OF SUBRECIPIENT

The SUBRECIPIENT agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the Work hereunder. The SUBRECIPIENT further agrees that no person having any such interest shall be employed in the performance of this Agreement.

### 34. RELIGIOUS ACTIVITY

The SUBRECIPIENT agrees to provide equal participation to faith-based organizations in HUD programs and activities and to abstain from disfavoring any faith-based organization, including by failing to select a faith-based organization, disqualifying an faith-based organization, or imposing any condition or selection criterion that otherwise disfavors or penalizes an faith-based organizations in the selection process using any funds related to this Agreement. 24 C.F.R. 570.200(j); 24 C.F.R. § 5.109 (c).

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### 35. FLOOD DISASTER PROTECTION ACT OF 1973

The SUBRECIPIENT will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found Section 202(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4106, and the regulations in 44 C.F.R. parts 59 through 79. 24 C.F.R. § 570.605.

### 36. LEAD BASED PAINT

The SUBRECIPIENT must comply with the regulations regarding lead-based paint found at 24 C.F.R. Subt. A, Pt. 35, Subpt. A on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBG-DR funds.

### 37. VALUE ENGINEERING

**(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation.)**

The SUBRECIPIENT must comply with the regulations regarding systematic and organized approach to analyze functions of systems, equipment, facilities, services, and materials to ensure they achieve their essential functions at the lowest cost consistent to life cycle in execution, reliability, quality, and safety, in accordance with 2 C.F.R. § 200.318(g).

### 38. GENERAL COMPLIANCE

The SUBRECIPIENT shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 C.F.R. § 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this Agreement. See Federal Register Notice 83 FR 5844 (February 9, 2018). Notwithstanding the foregoing, (1) the SUBRECIPIENT does not assume any of the PRDOH's responsibilities for environmental review, decision-making, and action, described in 24 C.F.R. Part 58 and (2) the SUBRECIPIENT does not assume any of the PRDOH's responsibilities for initiating the review process under the provisions of 24 C.F.R. Part 52.

The SUBRECIPIENT shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR funds in complying with its obligations under this Agreement, regardless of whether CDBG-DR funds are made available to the SUBRECIPIENT on an advance or reimbursement basis. This includes without limitation, applicable Federal Registers; 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Community Development Act of 1974; 24 C.F.R. Part 570 Community Development Block Grant; applicable waivers; Fair Housing Act; 24 C.F.R. Part 35, Subpart A; 24 C.F.R. Part 58; 24 C.F.R. Part 75; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards and the environment; and Action Plan amendments and HUD's guidance on the funds.

Where waivers or alternative requirements are provided for in the applicable Federal Register Notice dated February 9, 2018, at 83 FR 5844 or any future Federal Register Notice published by HUD ("**HUD Notices**"), such requirements, including any regulations referenced therein, shall apply.

The SUBRECIPIENT also agrees to comply with all other applicable Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines, whether existing or to be established, provided the same are applied to activities occurring after the date the policy or guideline was established, governing the Grant Funds provided under this Agreement. In the event a conflict arises between the provisions of this Agreement and any of the foregoing, the Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines shall control and this Agreement shall be interpreted in a manner so as to allow for the terms contained herein to remain valid and consistent with such Federal, State, and local laws, regulations, HUD Notices, policies and guidelines.

The SUBRECIPIENT shall also comply with applicable PRDOH's policies and guidelines as established in Program Guidelines and their amendments, if any, as found in the CDBG-DR Website (<https://cdbg-dr.pr.gov/en/resources/policies/>) which are herein included and made integral part of this Agreement, as it may be updated from time to time.

### **39. DUPLICATION OF BENEFITS**

The SUBRECIPIENT shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5155 and described in Appropriations Act. The SUBRECIPIENT must comply with HUD's requirements for duplication of benefits, imposed by Federal Register notices on the PRDOH, which are published in a separate notices entitled: "Clarification to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees" (Wednesday, November 16, 2011, 76 FR 71060); "Updates to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees" (Thursday, June 20, 2019, 84 FR 28836); and "Applicability of Updates to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees," (Thursday, June 20, 2019, 84 FR 28848). The SUBRECIPIENT shall carry out the activities under this Agreement in compliance with PRDOH's procedures to prevent duplication of benefits.

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#### **40. DRUG-FREE WORKPLACE**

The SUBRECIPIENT must comply with drug-free workplace requirements in 2 C.F.R. §§ 182.200 through 182.230 of the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 8101-8106.

#### **41. HOLD HARMLESS**

The SUBRECIPIENT shall and hereby agrees to hold harmless, defend (with counsel acceptable to the PRDOH) and indemnify the Government of Puerto Rico, PRDOH, HUD and each and all of its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses of any form or nature arising from or related to the conduct of the SUBRECIPIENT in the performance of the efforts called for in this Agreement. This indemnity shall expressly include, but is not limited to, the obligation of the SUBRECIPIENT to indemnify and reimburse the PRDOH for any and all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in the PRDOH's enforcement of this Agreement or any portion thereof against the SUBRECIPIENT or otherwise arising in connection with the SUBRECIPIENT's breach, violation, or other non-compliance with this Agreement. This clause shall survive indefinitely the termination of this Agreement for any reason.

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#### **42. PRDOH RECOGNITION**

Unless otherwise directed by the PRDOH, the SUBRECIPIENT shall ensure recognition of the role of HUD and the PRDOH in providing funding, services, and efforts through this Agreement. Unless otherwise directed by the PRDOH, all activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to role of HUD and of the PRDOH. In addition, the SUBRECIPIENT shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. The PRDOH reserves the right to direct specific reasonable recognition requirements on a case-by-case basis, including but not limited, to the size and content, waiver, removal or addition of such recognition.

#### **43. LOGOS CLAUSE**

The Parties hereto will not use the name of the other party, seals, logos, emblems or any distinctive trademark/ trade name, without the prior written express authorization of the other party.

#### **44. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

The SUBRECIPIENT shall comply with the applicable provisions in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

#### **45. FINANCIAL & PROGRAM MANAGEMENT**

The SUBRECIPIENT shall expend and account for all CDBG-DR funds received under this Agreement in accordance with 2 C.F.R. § 200.302 and 2 C.F.R. § 200.303 and agrees to adhere to the accounting principles and procedures required therein, utilize

adequate internal controls, and maintain necessary source documentation for all costs incurred.

The SUBRECIPIENT shall administer its program in conformance with Cost Principles as outlined in 2 C.F.R. § 200.400 through 2 C.F.R. § 200.476, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

#### **46. DOCUMENTATION AND RECORDKEEPING**

The SUBRECIPIENT shall maintain all records required by applicable law to be maintained, including but not limited to the Federal regulations specified in (1) 2 C.F.R. Part 200; (2) 24 C.F.R. § 570.506; and (3) the applicable HUD Notices that are pertinent to the activities to be funded under this Agreement, as well as any additional records required by the PRDOH. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR programs, as modified by the HUD Notices;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG-DR funds;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR program;
- f. Financial records as required by (1) 24 C.F.R. § 570.502; and (2) 2 C.F.R. Part 200;
- g. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

#### **47. ACCESS TO RECORDS**

The Government of Puerto Rico, the PRDOH, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the SUBRECIPIENT which are related to this SRA, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

#### **48. RECORD RETENTION AND TRANSMISSION OF RECORDS TO THE PRDOH**

The SUBRECIPIENT shall retain all official records on programs and individual activities shall be retained for the greater of **five (5) years**, starting from the closeout of the grant between PRDOH and HUD, or the end of the affordability period for each housing activity, whichever is longer. If any other laws and regulations as described in 24 C.F.R. § 570.490 applies to a project, the record retention period may be extended. All records involved in litigation, claims, audits, negotiations, or other actions, which have started before the expiration date of their retention, will be kept until completion of the action and resolution of all issues or the end of the regular **five (5) year period**, whichever is longer. (See 2 C.F.R. § 200.334 and 24 C.F.R. § 570.490(d).)

Records shall be made available to PRDOH upon request.

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#### 49. CLIENT DATA AND OTHER SENSITIVE INFORMATION

In the event that the SUBRECIPIENT comes to possess client data and other sensitive information as a result of this Agreement, then the SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to PRDOH monitors or their designees for review upon request.

The SUBRECIPIENT must comply with 2 C.F.R. § 200.303 and shall take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. § 200.1, and other information HUD or the PRDOH designates as sensitive or the SUBRECIPIENT considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality. Additionally, the SUBRECIPIENT must comply with the *PRDOH CDBG-DR Personally Identifiable Information, Confidentiality, and Nondisclosure Policy*, as found in the CDBG-DR Website (<https://cdbg-dr.pr.gov/en/download/personally-identifiable-information-confidentiality-and-nondisclosure-policy/>), which is herein included and made integral part of this Agreement, as it may be updated from time to time

The SUBRECIPIENT shall comply with all State or local requirements concerning the privacy of personal records, consistent with 24 C.F.R. § 570.508 (local governments) and 570.490 (States).

#### 50. CLOSE-OUT

The SUBRECIPIENT's obligation to PRDOH shall not end until all close-out requirements are completed. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the PRDOH), properly addressing Program Income (as that term is defined in Section VI (A)(19) of the HUD Notice 83 FR 5844, 5856 (February 9, 2018, as may be amended by HUD)), balances, and accounts receivable to the PRDOH), determining the custodianship of records, and the SUBRECIPIENT certification of compliance with the terms of this Agreement. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG-DR funds, including Program Income.

Notwithstanding the terms of 2 C.F.R. § 200.343, upon the expiration of this Agreement, the SUBRECIPIENT shall transfer to the recipient any CDBG-DR funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-DR funds, further, any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to the SUBRECIPIENT in the form of a loan) shall be treated in accordance with 24 C.F.R. § 570.503(b)(7).

#### 51. AUDITS AND INSPECTIONS

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the PRDOH, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within **thirty (30) days** after receipt by the SUBRECIPIENT.

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Failure of the SUBRECIPIENT to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments and/or termination.

## 52. SINGLE AUDIT

The SUBRECIPIENT must be audited as required by 2 C.F.R. Part 200, Subpart F, when the SUBRECIPIENT's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. § 200.501 (Audit requirements). Once said threshold is reached or exceeded, the SUBRECIPIENT shall notify the PRDOH and shall report that event in the corresponding monthly progress report, as provided in Part VI - Performance, Monitoring, and Reporting, Subpart B (Reporting) of this Agreement.

The SUBRECIPIENT shall procure or otherwise arrange for the audit to be conducted for that year, as required in 2 C.F.R. § 200.501(a)-(b); moreover, that it is properly performed and submitted when due in accordance with provisions that include but are not limited to those set forth in 2 C.F.R. § 200.512 (Report submission), as stated in 2 C.F.R. § 200.508(a) (Auditee responsibilities).

Among other relevant provisions, the SUBRECIPIENT shall comply with: (a) the Electronic submission of data and reports to the Federal Audit Clearinghouse (**FAC**) (2 C.F.R. § 200.512(d)) and; (b) ensuring that reports do not include protected personally identifiable information as set forth in 2 C.F.R. § 200.512(a)(2)).

## 53. INSPECTIONS AND MONITORING

The SUBRECIPIENT shall permit the PRDOH and auditors to have access to the SUBRECIPIENT's records and financial statements as necessary for the PRDOH to meet the requirements of 2 C.F.R. Part 200.

## 54. CORRECTIVE ACTIONS

The PRDOH may issue management decisions and may consider taking enforcement actions including but not limited to corrective actions in 24 C.F.R. § 570.910 if noncompliance is detected during monitoring and audits. The PRDOH may require the SUBRECIPIENT to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the SUBRECIPIENT from the pass-through entity detected through audits, on-site reviews, and other means. A timely and appropriate action shall be predicated on reasonable standard wherein the SUBRECIPIENT utilizes all available resources to correct the noted issue or issues. In response to audit deficiencies or other findings of noncompliance with this Agreement, the PRDOH may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

## 55. PROCUREMENT AND CONTRACTOR OVERSIGHT

The SUBRECIPIENT shall ensure that every process of procurement of goods and services comply with federal procurement rules and regulations found in 2 C.F.R. § 200.318 through § 200.327, procurement requirements that include, but are not limited to: (a) providing full and open competition; (b) following required steps to ensure the use of small and minority businesses, women's business enterprises, and labor surplus area firms when possible; (c) performing a cost or price analysis; (d) evaluating and

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documenting contractor's integrity, compliance with public policy, record of past performance, and financial and technical resources; (e) ensuring that the contractor has not been suspended or debarred; (f) prohibiting the use of statutorily or administratively imposed state, local, or tribal geographic preferences in evaluating bids or proposal; (g) excluding contractors that may have an unfair competitive advantage, and; (h) maintaining records to detail the history of procurement considerations. PRDOH must obtain and maintain records to document how the procurement performed by the SUBRECIPIENT complied with the aforementioned federal procurement rules and regulations, as amended from time to time.

In regard to the provisions of the Procurement Manual for CDBG-DR Programs, as found in the CDBG-DR Website (<https://cdbg-dr.pr.gov/en/download/procurement-manual-cdbg-dr-program/>) which is herein incorporated by reference and made integral part of this Agreement, as it may be updated from time to time, the SUBRECIPIENT shall comply with the provisions related to: minority, women, small, and Section 3 business participation; low and very low-income persons or firms participation.

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The SUBRECIPIENT shall include all applicable PRDOH's conditions (as revised from time to time by the PRDOH in accordance with applicable law, rule or regulation) in any contract entered into under this Agreement. SUBRECIPIENT shall also require all contractors to flow down the PRDOH's Conditions, as well as termination for convenience of the PRDOH, to all subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors. These Conditions include required terms for project contracts, HUD General Provisions, Participation by Minority Group Members and Women Requirements and Procedures for Contracts with Housing Trust Fund Corporation, Standard Clauses for Contracts with the PRDOH, and required diversity forms.

The SUBRECIPIENT must comply with CDBG-DR regulations regarding debarred or suspended entities at 24 C.F.R. § 570.609 or 24 C.F.R. § 570.489(l) as appropriate. CDBG-DR funds may not be provided to excluded or disqualified persons.

The SUBRECIPIENT shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or Agreement, as applicable, its contractors perform according to the terms and conditions of the procured contracts or Agreements, and the terms and conditions of this Agreement.

## **56. NONDISCRIMINATION**

The SUBRECIPIENT shall comply with 24 C.F.R. Part 6, which implements the provisions of Section 109 of Title I of the Housing and Community Development Act of 1974, 42 U.S.C. § 5309. Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The SUBRECIPIENT shall adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (**Age Discrimination Act**) and the prohibitions against discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 (Section 504). Section 109 of the Housing and Community Development Act of 1974 makes these requirements applicable to programs or activities funded in whole or in part with



CDBG-DR funds. Thus, the SUBRECIPIENT shall comply with regulations of 24 C.F.R. Part 8, which implement Section 504 for HUD programs, and the regulations of 24 C.F.R. Part 146, which implement the Age Discrimination Act for HUD programs.

The SUBRECIPIENT shall ensure that all CDBG-DR activities conducted by itself or its contractors are consistent with the applicable federal and local legal provisions, regulations, and policies that prohibit discrimination on the basis of race, creed, color, national origin, religion, sex, disability, familial status, actual or perceived sexual orientation or gender identity, marital status, or age, as established in the CDBG-DR Fair Housing and Equal Opportunity (FHEO) Policy for CDBG-DR Programs as found in the CDBG-DR website: <https://cdbg-dr.pr.gov/en/download/fair-housing-and-equal-opportunity-fheo-policy-for-cdbg-dr-programs/>.

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## **57. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT**

The SUBRECIPIENT shall ensure that its Activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act.

The Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151-4156, requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 C.F.R. § 40.2 or the description of "facilities" in 41 C.F.R. § 102-76.60 are subject to the requirements of the Architectural Barriers Act of 1968 and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 C.F.R. Part 40 for residential structures, and 41 C.F.R. Subt. C, Ch. 102, for general type buildings).

The Americans With Disabilities Act of 1990 ("ADA"), 42 U.S.C. § 12101 *et seq.* (**ADA**), provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

## **58. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (24 C.F.R. PART 1)**

### **1) General Compliance:**

The SUBRECIPIENT shall comply with the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*, and 24 C.F.R. § 570.601 and § 570.602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise

subjected to discrimination under any program or activity funded by this Agreement. The specific nondiscrimination provisions at 24 C.F.R. § 1.4 apply to the use of these funds. The SUBRECIPIENT shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by Title VI of the Civil Rights Act of 1964 or 24 C.F.R. Part 1, or because he or she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 C.F.R. Part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 C.F.R. Part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

**2) Assurances and Real Property Covenants:**

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the SUBRECIPIENT assures that the program or activities described in this Agreement shall be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided shall be operated and administered in compliance with all requirements imposed by or pursuant to this 2 C.F.R. Part 1.

If the Federal financial assistance under this Agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the SUBRECIPIENT's assurance herein shall obligate the SUBRECIPIENT or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the SUBRECIPIENT for the period during which Federal financial assistance is extended pursuant to the contract or application.

This assurance gives the PRDOH and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to the SUBRECIPIENT under this Agreement, the instrument effecting any disposition by the SUBRECIPIENT of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If the SUBRECIPIENT receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

**3) Women- and Minority-Owned Businesses (W/MBE)**

The SUBRECIPIENT shall take the affirmative steps listed in 2 C.F.R. § 200.321(b)(1) through (6) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the SUBRECIPIENT procures

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property or services under this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, 15 U.S.C. § 632 (a), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

In compliance with the CDBG-DR Minority and Women-Owned Business Enterprise Policy (**M/WBE Policy**), the SUBRECIPIENT shall complete a utilization plan to identify how they plan on successfully achieving the contracting goals for MBE and WBE's. SUBRECIPIENT shall also complete quarterly reporting to provide information on contracting opportunities and payouts provided to WBE or MBE contractors or subcontractors. SUBRECIPIENT shall also document their efforts and submit those to PRDOH on a quarterly basis. See the M/WBE Policy, as found in the CDBG-DR Website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)) which is herein included and made integral part of this Agreement, as it may be updated from time to time.

#### **4) Notifications**

The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

#### **5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement**

The SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

### **59. LABOR STANDARDS**

The SUBRECIPIENT shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, 42 U.S.C. § 5310, and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act, 40 U.S.C. § 3141 *et seq.*, and 29 C.F.R. Part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than eight (8) units.

The SUBRECIPIENT agrees to comply with 18 U.S.C. § 874 and implement regulations of the U.S. Department of Labor at 29 C.F.R. Part 3 and Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the PRDOH for review upon request.

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The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; or nepotism activities.

## 60. CONDUCT

### 1) Contracts

- a. Monitoring: As applicable, the SUBRECIPIENT will monitor all contracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- b. Content: The SUBRECIPIENT shall cause all of the provisions of this contract in its entirety to be included in and made a part of any contract executed in the performance of this Agreement, as applicable.
- c. Selection Process: The SUBRECIPIENT shall ensure that all contracts awarded after the execution of this Agreement and in the performance of such, follow the procurement policies and procedures described in paragraph 55 (Procurement and Contractor Oversight) of this Exhibit.
- d. Notification: The SUBRECIPIENT shall notify and provide a copy of any and all contracts related to this Agreement and CDBG-DR funds to the Contract Administration Area of the PRDOH CDBG-DR Legal Division within **three (3) days** of its execution. Additionally, the SUBRECIPIENT shall provide a copy of any and all subcontracts executed by its Contractors to the Contract Administration Area of the PRDOH CDBG-DR Legal Division within **three (3) days** of its execution.

### 2) Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 2 C.F.R. Part 200, as applicable, and 24 C.F.R. § 570.611, which include (but are not limited to) the following:

- a. It is presumed that the SUBRECIPIENT is subject to state and local ethic laws and regulations related to the conduct of its officers, employees or agents engaged in the award and administration of this Agreement.
- b. In the event the SUBRECIPIENT is not, the SUBRECIPIENT shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of this Agreement. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would rise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or Parties to sub Agreements. However, recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

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- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-DR assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the CDBG-DR assisted activity, or with respect to the proceeds from the CDBG-DR assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of **one (1) year** thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the PRDOH, the SUBRECIPIENT, or any designated public agency.
- d. Clause of Governmental Ethics Certification of Absence of Conflict of Interests - The SUBRECIPIENT certifies that: (1) No public servant of the PRDOH has pecuniary interest in this contract. (2) No public servant of the PRDOH has solicited or accepted, directly or indirectly, for him (her), for any member of his (her) family unit or for any other person, gifts, allowances, favors, services, donations loans or any other thing of monetary value. (3) No public servant of the PRDOH related to this transaction, asked for or accepted any good of economic value, from any person or organization as payment for the duties and responsibilities of his employment. (4) No public servant of the PRDOH has solicited, directly or indirectly, for him (her), any member of his family unit, neither for any other person, business or organization, any good of economic value, including gifts, loans, promises, favors or services in exchange for his (her) obligations and performance of said public employment, to influence or favor any organization. (5) No public servant of the PRDOH has kinship relationship, within the fourth degree of consanguinity and second by affinity, with nobody in public employment that has faculty to influence and to participate in the institutional decisions of this Agreement.

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## **61. CITIZEN GRIEVANCES**

If the SUBRECIPIENT receives any complaint or grievance, it shall refer said complaint or grievance immediately to the PRDOH CDBG-DR Program so that PRDOH may respond appropriately.

## **62. TECHNICAL ASSISTANCE AND TRAININGS**

The SUBRECIPIENT shall attend any and all technical assistance and/or trainings that the PRDOH requires from time to time at its discretion. Failure to attend may be considered as cause for termination.

## **63. DISASTER RELIEF ACCOUNT**

Pursuant to Federal Register Vol. 85, No. 17, 85 FR 4681 (January 27, 2020), PRDOH must comply with an additional requirement imposed by an Order of October 26, 2017, granted by the United States District Court for the District of Puerto Rico, as may be amended from time to time. As required by the Order, grant funds or disaster relief funds received by the Commonwealth of Puerto Rico or other Non-Federal Entities (as defined by 2 C.F.R. §200.69) shall be deposited solely into a Disaster Relief Account.

As a result thereof, under the terms of the before mentioned Court order and under the conditions of this Agreement, any and all CDBG-DR/MIT funds subawarded by PRDOH to its SUBRECIPIENTS shall be deposited into a new, separate, non-co-mingled, unencumbered account held in the name of the SUBRECIPIENT. The funds shall be used solely for eligible activities. Further, the SUBRECIPIENT shall provide and make available to PRDOH any and all documentation related to such account.

#### **64. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT (URA)**

Every project funded in part or in full by Community Development Block Grant – Disaster Recovery (CDBG-DR) funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 et seq., and section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by the U.S. Department of Housing and Urban Development (HUD). The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. PRDOH has also established the Uniform Relocation Assistance Guide & Residential Anti-Displacement and Relocation Assistance Plan (URA & ADP Guide) which provides guidance and requirements regarding URA compliance and minimizing displacement that are applicable to all CDBG-DR programs. The primary purpose of these laws and regulations is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

When CDBG-DR funds are planned, intended, or used for any activity or phase of a project and the phases are interdependent, URA applies to that activity or project. This includes any property acquisition, even if CDBG-DR funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-DR funds to complete the project or an interdependent phase of the project. Subrecipients are responsible for ensuring URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

#### **65. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (OSH ACT)**

The SUBRECIPIENT shall comply with the Occupational Safety and Health Act of 1970 (OSH Act) as supplemented by the Department of Labor regulations. This Act created the Occupational Safety and Health Administration (OSHA). OSHA sets and enforces protective standards of safety and health in the workplace. Under the OSH Act, employers have a responsibility to provide a safe workplace.

Employers must comply with the 29 CFR 1910 General Obligations Clause of the OSH Act. This clause requires employers to maintain their workplaces free from serious recognized hazards. This includes the adoption of safety and health guidelines and the subsequent training of the employer's workforce in these.

Subrecipient whose Scope of Work includes construction activities must comply with the General Clauses, and also with provisions of 29 CFR 1926 "Construction Health and

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Safety Regulations". It shall be a condition of any contract for construction, alteration and/or repair, including painting and decorating, that no contractor or subcontractor for any part of the contract work shall require any worker or mechanic employed in the performance of the contract to work in an environment or in unhealthy, hazardous or dangerous working conditions to their health or safety.

**END OF DOCUMENT**

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**EXHIBIT H**  
**NON- CONFLICT OF INTEREST CERTIFICATION**  
**ONE STOP CARRER CENTER OF P.R., INC.**

The SUBRECIPIENT certifies that:

1. No public servant of this executive agency has a pecuniary interest in this 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 by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

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

Carmen G Cosme Pitre  
Carmen G Cosme Pitre (Aug 4, 2023 16:58 EDT)  
Signature

8/4/2023  
Date

Carmen G. Cosme Pitre  
Printed Name

Executive Director  
Position