

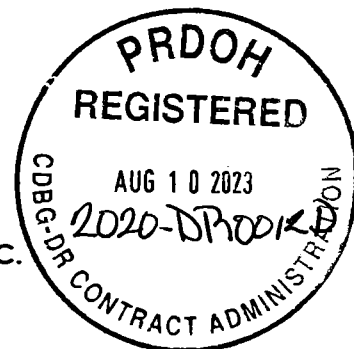


**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)
HOUSING COUNSELING PROGRAM**

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**AMENDMENT D to the SUBRECIPIENT AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
CONSUMER CREDIT COUNSELING SERVICE OF PUERTO RICO, INC.
Contract No. 2020-DR0012
Amendment No. 2020-DR0012D**



This **AMENDMENT D TO THE SUBRECIPIENT AGREEMENT (AMENDMENT D)** is entered in San Juan, Puerto Rico, this 9 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 L.P.R.A. § 441 *et seq.*, known as the "Department of Housing Governing Act" (**Organic Act**), with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented by its Secretary, Hon. William O. Rodríguez Rodríguez, of legal age, attorney, single, and resident of Guaynabo, Puerto Rico; and **CONSUMER CREDIT COUNSELING SERVICE OF PUERTO RICO, INC. (SUBRECIPIENT)**, a nonprofit corporation, with principal offices at #1607 Ponce de León Ave., Cobian's Plaza GM-9, Santurce, Puerto Rico, represented herein by its President and CEO, Eugenio M. Alonso, of legal age, married, and resident of San Juan, Puerto Rico; collectively the "**Parties**".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on August 13, 2019, the Parties entered into a Subrecipient Agreement (**AGREEMENT**) registered as Contract Number 2020-DR0012, under the Housing Counseling Program (**PROGRAM**), for a period of **twenty-four (24) months** from the day of its execution, ending on **August 12, 2021**, for the total budget amount of **SIX HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$620,000.00)**.

WHEREAS, on August 24, 2020, the Parties executed **Amendment A** to the Agreement, Contract No. 2020-DR0012A, to modify several items of the **Exhibit C** (Key Personnel) and **Exhibit D** (Budget); also, to conform the AGREEMENT to federal, state, and local regulations and statutes. Notwithstanding the aforementioned modifications, neither the budget amount nor the period of performance of the AGREEMENT were modified with **Amendment A**.

WHEREAS, on August 10, 2021, the Parties executed **Amendment B** to the AGREEMENT, Contract No. 2020-DR0012B, to extend the period of performance for an additional **twenty-four (24) months** for a term ending on **August 10, 2023**. Also, to modify **Exhibit B** (Timelines and Performance Goals), **Exhibit C** (Key Personnel), **Exhibit D** (Budget), **Exhibit E** (Funds Certification), **Exhibit F** (HUD general Provisions) and include new **Exhibit G** (Subrogation and Assignment Provisions). This Amendment B also increases the total amount of the Agreement by an additional **THREE HUNDRED EIGHTY-SIX THOUSAND SIXTY-TWO DOLLARS (\$386,062.00)**, for an adjusted total amount of **ONE MILLION SIX THOUSAND SIXTY-TWO DOLLARS (\$1,006,062.00)**.

WHEREAS, on May 13, 2022, the Parties executed **Amendment C** of the AGREEMENT, Contract No. 2020-DR0012C, to modify **Exhibit A** (Scope of Work), **Exhibit B** (Timelines and Performance Goals), **Exhibit C** (Key Personnel), **Exhibit D** (Budget), **Exhibit E** (Funds Certification) and **Exhibit G** (Subrogation and Assignment Provisions). This **Amendment C** also increases the total amount of the Agreement by an additional **THREE HUNDRED THIRTY-TWO THOUSAND TWO HUNDRED SEVENTEEN DOLLARS (\$332,217.00)**, for an adjusted

total amount of **ONE MILLION THREE HUNDRED THIRTY-EIGHT THOUSAND TWO HUNDRED SEVENTY-NINE DOLLARS (\$1,338,279.00)**.

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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 D** 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, as amended, *supra*, the federal laws and regulations creating and allocating funds to the CDBG-DR program and the current Action Plan, to issue and award the subaward, enter and perform under this **AMENDMENT D**; and

WHEREAS, the SUBRECIPIENT has duly adopted Resolutions dated May 5, 2023, authorizing Eugenio M. Alonso to enter into activities such as this **AMENDMENT D** on behalf of the SUBRECIPIENT.

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 D** subject to the following:

TERMS AND CONDITIONS

II. SAVINGS CLAUSE

The information included in this **AMENDMENT D** serves the purpose of modifying and amending certain terms and conditions under the AGREEMENT, including any modified Exhibits. All other provisions of the original AGREEMENT shall continue to be in full force and effect, as amended by this **AMENDMENT D**.

III. SCOPE OF AMENDMENT

This **AMENDMENT D** 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 **NINE HUNDRED SEVENTY THOUSAND ONE HUNDRED TWENTY-FOUR DOLLARS AND NINETEEN CENTS (\$970,124.19)** for a total budget amount of **TWO MILLION THREE HUNDRED EIGHT THOUSAND FOUR HUNDRED THREE DOLLARS AND NINETEEN CENTS (\$2,308,403.19)**. Furthermore, the period of performance of the AGREEMENT is being extended for an additional **twenty-four (24) months**, ending on **August 10, 2025**.

Other modifications are being incorporated into the **Exhibit A** (Scope of Work), **Exhibit B** (Timelines and Performance Goals), **Exhibit C** (Key Personnel), **Exhibit D** (Budget), and **Exhibit E** (Funds Certification) as specified in the following section. In addition, an updated **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements), and new **Exhibit H** (Non-Conflict of Interest Certification) are being incorporated by reference into the AGREEMENT. All other provisions of the original AGREEMENT remain unaltered.

Moreover, through this **AMENDMENT D**, several modifications are being incorporated to the **GENERAL AWARD INFORMATION** table in **Section I** of the AGREEMENT, **Section II. ATTACHMENTS**, **Section V. EFFECTIVE DATE AND TERM**, **Section X. COMPLIANCE WITH**

FEDERAL STATUTES, REGULATIONS, AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, Section XXXVIII. CDBG-DR POLICIES AND PROCEDURES, and Section XLIII. FORCE MAJEURE. Furthermore, Section XLIV. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION and Section XLV. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE are being added to the AGREEMENT.

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IV. AMENDMENTS

A. The Parties agree to amend the **GENERAL AWARD INFORMATION** table in **Section I** of the AGREEMENT as follows:

CDBG-DR Grantee Federal Award Identification Number:	B-17-DM-72-001 B-18-DP-72-0001
CDBG-DR Grantee Federal Award Date:	September 20, 2018 February 21, 2020
Federal Award project description:	See Exhibit A (Scope of Work)
CDBG-DR Grantee Unique Identifier:	Unique Entity ID: FFMUBT6WCM1
Subrecipient Contact Information:	Eugenio M. Alonso President and CEO PO Box 8908 San Juan, Puerto Rico 00910 elonso@consumerpr.org (787)-722-8835
Subrecipient Unique Identifier:	Unique Entity ID: P6PDGX9SSDE9
Subaward Period of Performance:	Start Date: Effective Date, as defined in Section V of this Agreement, as amended. End Date: August 10, 2025
Funds Certification:	Dated: July 1, 2019 Authorized Amount: \$620,000.00 Funds Allocation: CDBG-DR "R01H12HCP-DOH-LM" Account Number: 4190-01-000 ----- Dated: August 5, 2021 Authorized Amount: \$386,062.00 Funds Allocation: CDBG-DR "R01H12HCP-DOH-LM" CDBG-DR "R02H12HCP-DOH-LM" CDBG-DR "R02H12HCP-DOH-UN" Account Number: 6090-01-000 ----- Dated: April 24, 2022 Authorized Amount: \$332,217.00 Funds Allocation: CDBG-DR "R02H12HCP-DOH-LM" Account Number: 6090-01-000 ----- Dated: July 13, 2023 Authorized Amount: \$970,124.19 Funds Allocation: CDBG-DR "R01H12HCP-DOH-LM" CDBG-DR "R02H12HCP-DOH-LM" Account Number: 6090-01-000 See Exhibit E-I for <u>Funds Certification</u> (New Total Budget Amount: \$2,308,403.19)

B. **Section II. ATTACHMENTS** of the Agreement is being amended 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
Exhibit E-I	Funds Certification
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

C. The Parties agree to amend **Section V. EFFECTIVE DATE AND TERM** to extend the period of performance and End Term of the AGREEMENT as 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 is **seventy-two (72) months** from the date of its execution, ending on **August 10, 2025**.*

*The End of Term shall be the later of: (i) **August 10, 2025**, (ii) the date as of which the Parties agree in writing that all Close-Out Requirements¹ 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. **Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS, AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS** of the AGREEMENT is being amended to include an additional paragraph that makes reference to the new **Exhibit H** (Non-Conflict of Interest Certification):

[...]

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

¹ "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.

interest related to CDBG-DR-funded projects, activities,
and/or operations.

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- E. The Parties agree to amend **Section XXXVIII. CDBG-DR POLICIES AND PROCEDURES** of the AGREEMENT as follows:

In addition to what is established in this AGREEMENT, the Subrecipient shall comply with all CDBG-DR program specific and general policies and procedures, which may include, but are not limited to, the Subrecipient Management Policy, OS&H Guideline, MWBE Policy, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Language Access Plan, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (<https://cdbq-dr.pr.gov/en/resources/policies/>), which are herein included and made an integral part of this SRA, as they may be updated from time to time, Procurement policies and procedures in accordance with the federal procurement rules and regulations found in 2 C.F.R. § 200.318 through §200.327, and reporting requirements as established by the PRDOH.

- F. The Parties agree to amend **Section XLIII. FORCE MAJEURE** as follows:

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, pandemic officially declared by the Government of Puerto Rico, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any Force Majeure including inclement weather, herein collectively referred to as Force Majeure during the term of this Agreement, neither the PRDOH nor the Contractor or Subrecipient shall be liable to the other party for nonperformance during the conditions created by such event. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date.

The Contractor or Subrecipient shall notify the PRDOH in writing as soon as possible, but in any event within ten (10) business days of the occurrence of the Force Majeure event and describe in reasonable detail the nature of the Force Majeure event, how the non-performance or delay relates to or arises from the Force Majeure event, its anticipated duration and any action taken to minimize its effect. The Contractor or Subrecipient may be entitled to reasonable adjustments in schedule, among other measures, in the foregoing circumstances. If non-performance continues for more than thirty (30) days, without reasonable justification, the PRDOH may terminate this Agreement immediately upon written notification to the Contractor or Subrecipient.

- G. The Parties agree to add **Section XLIV. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION** as follows:

The Subrecipient must be registered in the System for Award Management (SAM) and shall maintain its registration active during contract performance and through final payment. The Subrecipient is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to maintain registration in SAM can impact obligations and payments under this Agreement.

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

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

- I. **Exhibit A** (Scope of Work) of the AGREEMENT is being replaced by a modified **Exhibit A** (Scope of Work) hereto incorporated by reference into the AGREEMENT (**See Attachment I**).
- J. **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 II**). The aforementioned exhibit incorporates the following modification:
- The timeline for all **three (3)** Target Goals under the key objective of *Offer Housing Counseling Education Courses or Workshops to LMI Families* is being amended to "Monthly until 08/10/25".
- K. **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 III**).
- L. **Exhibit D** (Budget) of the AGREEMENT is being replaced by a modified **Exhibit D** (Budget) hereto incorporated by reference into the AGREEMENT (**See Attachment IV**). The aforementioned exhibit incorporates the following modifications:
- On the **Staffing section**:
 - Previous Expenditure (staffing) has been increased from \$230,305.00 to \$906,652.74.
 - President & CEO (1): Estimated Hours per Month per Resource [B] has been increased from 35 to 40. Hourly Rate [D] increased from \$72.37 to \$72.56. As a result, the Estimated Total Cost for the Program increased from \$60,792.00 to \$69,672.00.
 - Business Development & Project Manager (1): Estimated Hours per Month per Resource [B] has been increased from 120 to 150. Hourly Rate [D] increased from \$31.26 to \$31.58. As a result, the Estimated Total Cost for the Program increased from \$90,048.00 to \$113,688.00.
 - Operations Manager (1): Hourly Rate [D] has been reduced from \$22.93 to \$21.28. As a result, the Estimated Total Cost for the Program decreased from \$77,064.00 to \$71,520.00.
 - PR Branch Manager & Certified Counselor 1/7 (1): Hourly Rate [D] has been reduced from \$25.00 to \$23.74. As a result, the Estimated Total Cost for the Program decreased from \$96,000.00 to \$91,176.00.
 - Certified Counselor 2/7 (1): Estimated Hours per Month per Resource [B] has been increased from 140 to 160. Hourly Rate [D]

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reduced from \$16.58 to \$16.48. As a result, the Estimated Total Cost for the Program increased from \$55,728.00 to \$63,288.00.

- Certified Counselor 3/7 (1): Hourly Rate [D] has been increased from \$18.53 to \$19.18. As a result, the Estimated Total Cost for the Program increased from \$62,280.00 to \$64,464.00.
 - Certified Counselor 4/7 (1): Estimated Hours per Month per Resource [B] has been increased from 140 to 150. As a result, the Estimated Total Cost for the Program increased from \$40,392.00 to \$43,272.00.
 - Certified Counselor 5/7 (1): Estimated Hours per Month per Resource [B] has been increased from 140 to 160. Hourly Rate [D] increased from \$14.56 to \$20.00. As a result, the Estimated Total Cost for the Program increased from \$48,936.00 to \$76,800.00.
 - Certified Counselor 7/7 (1): Hourly Rate [D] has been reduced from \$24.00 to \$20.00. As a result, the Estimated Total Cost for the Program decreased from \$92,160.00 to \$76,800.00.
 - This amendment added a new Customer Service position increasing from 2 to 3 on the Exhibit D (Budget). Modified details on these positions are as follows:
 - ✓ Customer Service (1): This position awarded 160 Estimated Hours per Month per Resource [B]. On Hourly Rate [D] of \$10.00. As a result, the Estimated Total Cost for the Program is \$38,400.00.
 - ✓ Customer Service (1): This position awarded 160 Estimated Hours per Month per Resource [B]. On Hourly Rate [D] of \$13.46. As a result, the Estimated Total Cost for the Program is \$51,696.00.
 - ✓ Customer Service (1): This position awarded 160 Estimated Hours per Month per Resource [B]. On Hourly Rate [D] of \$16.00. As a result, the Estimated Total Cost for the Program is \$61,440.00.
 - ✓ These three (3) Customer Service positions are now needed for 24 months.
 - Back Office (1): Estimated Hours per Month per Resource [B] has been increased from 120 to 140. Hourly Rate [D] increased from \$14.26 to \$14.52. As a result, the Estimated Total Cost for the Program increased from \$41,088.00 to \$48,792.00.
 - Back Office (1): Hourly Rate [D] increased from \$15.00 to \$15.38. The months needed for this position have been increased from 17 to 24. As a result, the Estimated Total Cost for the Program increased from \$40,800.00 to \$59,064.00.
 - Receptionist (1): Estimated Hours per Month per Resource [B] has been increased from 140 to 150. Hourly Rate [D] increased from \$12.56 to \$14.60. As a result, the Estimated Total Cost for the Program increased from \$42,216.00 to \$52,560.00.
 - The Estimated Monthly Cost has increased from \$38,302.00 to \$43,308.00.
 - The Total Cost for Amendment has been increased from \$885,648.00 to \$1,039,392.00. The Total Cost for Staffing has also been increased from \$1,115,953.00 to \$1,946,044.74. This represents an increase of \$ 830,091.74 for Amendment D.
- On the **Professional Services** Section:
 - Advertising & Outreach Services Item have been reduced from \$30,000.00 in Amendment C to \$7,500.00 in this Amendment

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D which also represents the Total Expenses Budget. This represents a reduction of \$22,500.00 for Amendment D.

- On the Other Operating Section:
 - Previous Expenditures (Travel) Item has increased from \$2,594.00 to \$5,278.80.
 - Previous Expenditures (Overhead) Item has increased from \$23,163.00 to \$91,109.65.
 - Materials Item has been increased from \$10,000.00 to \$44,000.00.
 - The Overhead Item has been increased from \$97,664.00 to \$115,578.00.
 - The Total Expenses for Amendment has been increased from \$158,664.00 (Amendment C) to \$210,578.00 (Amendment D).
 - Total Cost for Expenses in SRA has been increased from \$184,421.00 to \$306,966.45. This represents an increase of \$122,545.45 for Amendment D.
- On the **Equipment** Section:
 - Office Equipment item has been increased from \$7,905.00 (Amendment C) to \$47,892.00 (Amendment D), which also represents the Total Expenses in SRA. This represents an increase of \$39,987.00 for Amendment D. The Item description has been changed.
- On the **Project Activity delivery Costs** Section:
 - Staffing increased from \$1,115,953.00 to \$1,946,044.74.
 - Professional Services reduced from \$30,000.00 to \$7,500.00.
 - Other Operating increased from \$184,421.00 to \$306,966.45.
 - Equipment increased from \$7,905.00 to \$47,892.00.
 - The Total cost and the Grand Total increased from \$1,338,279.00 to \$2,308,403.19.

M. **Exhibit E-I** (Funds Certification) is being incorporated by reference into the AGREEMENT to reflect the budget increase of **NINE HUNDRED SEVENTY THOUSAND ONE TWENTY-FOUR DOLLARS AND NINETEEN CENTS (\$970,124.19)** incorporated via this **AMENDMENT D**. The new budget amount available to the SUBRECIPIENT to continue undertaking activities under the Program is **TWO MILLION THREE HUNDRED EIGHT THOUSAND FOUR HUNDRED THREE DOLLARS AND NINETEEN CENTS (\$2,308,403.19)**. (See **Attachment V**).

N. **Exhibit F** (HUD General Provisions) of the AGREEMENT is being replaced by an updated version hereto incorporated by reference into the AGREEMENT. (See **Attachment VI**).

O. A new **Exhibit H** (Non-Conflict of Interest Certification) is being incorporated by reference into the AGREEMENT (See **Attachment VII**).

V. SEVERABILITY

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

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this **AMENDMENT D** are included for convenience only and shall not limit or otherwise affect the terms of the AGREEMENT,

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and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this **AMENDMENT D**.

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VII. COMPTROLLER REGISTRY

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The PRDOH shall remit a copy of this **AMENDMENT D** to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this **AMENDMENT D** and any subsequent amendment thereto. The services object of this **AMENDMENT D** may not be invoiced or paid until this **AMENDMENT D** has been registered by the PRDOH at the Comptroller's Office, pursuant to Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

VIII. ENTIRE AGREEMENT

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

IX. 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.

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

PUERTO RICO DEPARTMENT OF HOUSING CDBG-DR Grantee

By: William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Aug 9, 2023 18:19 EDT)
Name: William O. Rodríguez Rodríguez
Title: Secretary

CONSUMER CREDIT COUNSELING SERVICE OF PUERTO RICO, INC. CDBG-DR Subrecipient

By: Eugenio Alonso
Eugenio Alonso (Aug 9, 2023 10:45 EDT)
Name: Eugenio M. Alonso
Title: President and CEO



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EXHIBIT A

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SCOPE OF WORK

HOUSING COUNSELING PROGRAM

CONSUMER CREDIT COUNSELING SERVICE OF PUERTO RICO, INC.

1. Program Overview/Background

The involvement of Housing and Urban Development (**HUD**) approved housing counseling agencies such as **Consumer Credit Counseling Service of Puerto Rico, Inc. (CCCS)** to provide case management, expertise in home repair financing and oversight, expertise in homeowner's insurance, connections to disaster recovery networks, and expertise in the construction process has proven to be a valuable part of long-term recovery.

Subsection 106(a) of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701x. Section 106 authorizes the provision of funding for public or private organizations to provide a broad range of housing counseling services to homeowners and tenants to assist them in improving their housing conditions and in meeting the responsibilities of tenancy or homeownership. This Section also states that the Secretary is authorized to provide counseling and advice to tenants and homeowners with respect to property maintenance, financial management, and such other matters as may be appropriate to assist them in improving their housing conditions and in meeting the responsibilities of tenancy or homeownership.

Consumer Credit Counseling Services of Puerto Rico, Inc. (CCCS) is participating in the following Programs:

The Housing Counseling Program (HCP Program)

From the Puerto Rico Department of Housing (**PRDOH**) serves applicant needs in providing educational services to promote the understanding of housing counseling, mitigate default/foreclosure proceedings and many other services through trained, knowledgeable, unbiased agencies.

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The Home Buyer Assistance Program (HBA Program)

PRDOH's HBA Program addresses first-time homebuyers and provides eligible individuals and households with financial assistance covering the closing costs and/or the initial payment for the property. Such assistance will be offered through a grant.

It aims to increase the level of homeownership in impacted communities and contribute to the long-term sustainability and viability of communities across the Island. Assistance will be provided in the form of a grant secured with a lien on the

property for the amount of the CDBG-DR assistance through a Deed of Mortgage and Restrictive Covenants for a five (5) year affordability period.

Home Repair, Reconstruction or Relocation - R3 Program

Program for residential units in Puerto Rico's 78 municipalities that still have damage caused by hurricanes Irma and/or Maria.

The R3 Program financed with funds assigned by the Department of Housing and Urban Development of the United States (HUD), provides assistance for the repair or reconstruction of single-family homes damaged by hurricanes Irma and/or Maria.

Eligible homeowners with substantial damage who are located in hazard zones (situated in a flood plain, floodway, or areas vulnerable to landslide) will be offered relocation assistance to a safe dwelling.

The R3 Program Guidelines established the following priority groups:

- Applicants with significant property damage (including blue roof)
- Elderly applicants (65 years or older)
- Disabled applicants
- All, of low-to moderate-income.

CCCS serves applicant needs in providing educational services and assists participants in the process of renting temporary properties (Home Repair and Reconstruction) and buying process in case of Relocation.

Credit Report Program (CR Program)

CCCS will enhance its current participation with the Credit Report program.

Most of the participants we have been attending need to verify their credit score and credit report in order to be ready for Home buying and/or before going to a Financial Institution to apply for a mortgage.

Others have been victims of Identity theft and need to review the Credit report to communicate with the creditor, if any, with accounts that were utilized in their name by scammers.

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This Program is on a One-to-One confidential basis due to the privacy of the information provided. CCCS will be offering the CR Program to all of our participants of both HCP and HBA programs.

2. National Objective

The national objective of the **HCP Program** is to benefit low and moderate-income (**LMI**) persons (below 80% Area Median Family Income (**AMFI**) according to HUD Modified Income Limits for CDBG-DR Puerto Rico), as well as those who are considered to be urgent need as defined by HUD.

The National Objectives of the **HBA Program** are:

- Benefit Low-to-Moderate Income Persons Objective: To benefit LMI households as defined by HUD Modified Income Limits for Puerto Rico under the CDBG-DR Program.
- Urgent Need Objective: To meet the urgent need of reducing outmigration caused by the Hurricanes in order to maintain the sustainability and economic viability of communities across Puerto Rico by improving homeownership opportunities for households below one-hundred and twenty percent (120%) AMFI.

3. Program Description

HCP Program will foster resilience through public education and advocacy delivered by HUD-Approved Housing Counseling professionals to explain the options available for citizens 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. These may cover topics such as, but 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;

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- Relocation;
- Disaster preparedness and recovery;
- Homeless 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.

The **HBA Program** removes financial barriers to the dream of homeownership by lowering home acquisition and carrying costs, as well as, enabling qualified families to purchase a home that provides a stable residence that serves to strengthen the family, the neighborhood and the community. The PRHFA, as the designated Subrecipient, will administer CDBG-DR funding to support first-time homebuyers with the purchase of an existing property. Qualified Applicants may be eligible to receive financial assistance in the form of a grant to be used towards a down payment on a new or existing home, including eligible prepaid and/or closing costs.

Assistance amount will be limited to the amount necessary to achieve homeownership. Assistance will be provided in the form of a grant, secured with a lien on the property for the amount of the CDBG-DR assistance through a Deed of Mortgage and Restrictive Covenants, for a five (5) year affordability period.

The Program utilizes CDBG-DR funds to provide direct assistance to homebuyers to facilitate and expand homeownership by using such assistance to:

- Subsidize interest rates and mortgage principal amounts;
- Pay up to 100 percent (100%) of the down payment required by the mortgage for the purchase on behalf of the purchaser;
- Pay reasonable closing costs associated with the home purchase on behalf of the purchaser for LMI homebuyers.

The following are the maximum awards:

- Non-Critical Recovery Workforce – a maximum of forty-five thousand dollars **(\$45,000)** per eligible household; and
- Critical Recovery Workforce – a maximum of fifty-five thousand dollars **(\$55,000)** per eligible household with Critical Response Worker.

In addition, the Program will provide an additional redevelopment incentive of up to **five thousand dollars (\$5,000)** not to exceed the established Program cap for eligible households who elect to purchase a home in a designated urban center certified by PRDOH. To see if the home you are interested in acquiring qualifies as an urban center.

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PRHFA, in collaboration with PRDOH, will assertively make every effort to affirmatively further fair housing and engage lending institutions, professional associations, protected classes of potential homebuyers, and other identified Program stakeholders to perform marketing and outreach activities. Applicants and potential Applicants will be able to learn about the Program and stay up to date through multiple communication channels to ensure interested parties receive timely, accurate information on the Program and its requirements. Communication methods may include but are not limited to the Puerto Rico CDBG-DR Website, the PRHFA Website, Published Program Materials; Mass Media, and other related communication methods.

CR Program

Participants in need of some additional support to help manage their debts and organize their finances, will be provided with credit counseling.

A credit counselor will work with them to help them in improving their individual financial situation. Part of that may involve offering tools and resources to help them gain control over their money. They will be given tools to:

- ✓ **Pay bills on time** - being able to pay expenses on time, each month, avoiding penalties and minimizing interest charges.
- ✓ **Stop Collection Calls**
- ✓ **Lower Interest rates**
- ✓ **Consolidate Bills** into smaller monthly payments.
- ✓ **Pay off debts faster.**
- ✓ **Building savings** - Routinely adding savings so there is money available for emergencies and retirement. Improve money habits.
- ✓ **Plan for the future** Knowing what they spend and how much they need to save, minimizing surprises, yet being ready for them, when they occur.

4. Tasks

In accordance with PRDOH approved Work Plans, **The Agency** will achieve the following tasks:

HCA's shall be responsible for providing housing counseling services to all Puerto Rican residents.

Our tasks include the following:

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- Identify the demographics of their service areas to ensure they deliver appropriate housing counseling services to those of varying incomes, age, education, etc.
- Collect information through income verification to ensure the program is following the national objectives to benefit the target populations of low and moderate-income persons, as well as those who are considered to be urgent need as defined by HUD.
- Target initial outreach to recovering residents located in high-risk areas (identified flood areas, storm surge areas, and landslide risk areas) and/or those who were denied Federal Emergency Management Agency (FEMA) assistance.

Complete Program Needs Assessment

HCA's shall address housing needs by implementing strategies based on the needs of the communities served. This task shall include the following:

- Demonstrate an understanding of the needs and problems of their target populations.
- Document the strategies and methods intended to be used to address the identified needs of their target populations.
- Provide services in formal classes, with established curriculum and instructional goals; in a group or classroom setting, or other formats approved by PRDOH.
- Provide alternative settings or formats for the provision of housing counseling services for cases in which the agency and the client mutually agree on the need for an alternative setting or alternative format and cases in which the agency's facilities are not accessible.

Document Metrics and Program Standards

HCA's shall implement the Program to achieve anticipated outcomes via appropriate staffing and client communication. This task shall include the following:

- Document methodology which may include but is not limited to program management and process development.
- Develop Program outcomes based on the program methodology, needs assessment and services provided. Outcomes must be measurable and created to show the progress of the Program.
- Establish and maintain staff to implement the Program.

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- Maintain accessible facilities for applicants that are clearly labeled, provide privacy, confidentiality and are open during normal business hours, offering extended hours when needed.
- Provide vital documents and information in alternative formats, as well as provide accessibility features or make alternate accommodations for persons with disabilities.
- Ensure housing counselors are fluent in the language of the applicant served.
- Ensure all documents provided to clients must be available in both English and Spanish.
- Implement applicant survey process to ensure satisfactory client experiences, including use of program survey template and reporting standards.

Provide Housing Counseling Services

HCA's shall deliver HUD-approved services to their clients. Counselors will explain the options available for applicants receiving housing counseling services and determine individual housing needs. This task shall include the following:

- Schedule initial consultation with applicants upon successful completion of intake for counseling services
- Identify the needs of applicants and recommend housing counseling services in initial meetings.
- Assist applicants in scheduling housing counseling services.
- Maintain contact with applicants throughout participation in the program.
- Track number of applicants that receive housing counseling services, the number of times each course was provided and the total number of applicants that completed housing counseling services.

HCP Program

The Program is designed to complement a normal private market real estate transaction in that it will be administered with the least number of additional overlays as possible, while still maintaining compliance.

Housing Counseling performed by HUD-certified professionals leads to better-performing loans made to better-qualified borrowers and stronger communities with healthier economies and far fewer foreclosures.

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All eligible Applicants will be required to attend a housing counseling course provided by the CDBG-DR Housing Counseling Program on the responsibilities of being a homeowner. HUD certified Housing Counselors will provide a homeowner course specific to the needs of these Applicants.

Topics may include but are not limited to:

- Understanding the obligations of homeownership;
- Strategies, plans and budgets to maintain financial success as a homeowner; and
- Understanding of how to maintain a safe living environment.

As part of the CDBG-DR Housing Counseling Program, Applicants will be referred to a PRDOH partner Housing Counseling Agency to complete the homebuyer education course. Upon the successful completion of the course, the counseling agency will provide the Applicant with a Certificate of Completion. It is the responsibility of the Applicant to provide a copy of the Certificate of Completion to their Lending Institution. The housing counseling requirement must be fulfilled prior to closing. No CDBG-DR funds will be committed or disbursed until the housing counseling requirement has been fulfilled. In addition to the Homebuyer Education Course, Applicants may opt to receive additional services offered by the Housing Counseling Agencies.

CR Program

Credit counseling sessions are convenient and easy. On average, the session takes 30 minutes to an hour to complete. Most of these conversations with a counselor can take place over the phone. In addition, CCCS offers online and in-person counseling.

First, the participant will share some basic information that lets the counselor get to know them and their financial situation better.

Next, the participant and the certified counselor will review the financial challenges and goals.

The session will be completed with an actionable plan to conquer debt and more manageable monthly payments.

Maintain Program Compliance

HCA's shall track and monitor program progress, ensure appropriate fee structure and maintain federal compliance. This task shall include the following:

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- Utilize an automated housing counseling client management system for the collection and reporting of client-level information including, but not limited to, financial and demographic data, counseling services provided and outcomes.
- Identify existing fee structure and provide information on how to ensure that participants seeking CDBG-DR funded services will not be charged.
- Services provided through the Program must be free of charge to participants.
- Collaborate with other CDBG-DR funded programs, including the Home Repair, Reconstruction or Relocation (R3 Program).
- Ensure compliance with the federal policy and procedural requirements.
- Complete and submit quarterly reports to PRDOH.

Perform Other Duties as Assigned

HCA's shall complete any other tasks necessary to complete the **HBA and HCP Programs**.

5. Time Performance

Intake

Participants may be referred to HCA's by other CDBG-DR funded programs, including the Home Repair, Reconstruction or Relocation (R3 Program), directly from PRDOH, or self-referred. Once an HCA receives a referral from one of these sources, they shall contact the participant within **two (2) business days** to initiate intake.

Initial consultation

Applicants should provide all required documents within a reasonable timeframe to ensure progress and success of their participation in the Program.

HCA's are responsible for **three (3) follow-up contacts** with the Applicant to meet their consulting needs and/or maintain the application status as current. Follow-up contacts must be documented in the automated housing counseling client management system.

If the Applicant fails to attend **two (2) scheduled consultations** without notifying the HCA, then their case may be put on hold. HCA's must document the meetings not attended without notice in the automated housing counseling client management system. The Applicant will be notified of this action.

Applicant Closeout

Termination occurs or may occur under any of these conditions:

- The client meets their need or resolves the problem
- The agency determines that further counseling will not meet the client's housing need or resolve the client's housing problem;
- The agency attempts to, but is unable to, locate the client;
- The client does not follow the agreed-upon action plan;
- The client otherwise terminates counseling
- The client fails to appear for housing counseling appointments.

HCA's must document termination of housing counseling within **fifteen (15) business days**.

Program-based Reconsideration / Administrative review requests

After terminating an applicant, that applicant may file a Program-based Reconsideration Request when it is believed there is an error with Program determinations.

The Applicant must submit a written Reconsideration Request directly with the HCA within **twenty (20) days** of being notified of the determination. The HCA must review and address the Reconsideration Request within **fifteen (15) days** of its receipt. Applicants will be notified by the HCA of the reconsideration determination via a Reconsideration Request Approved or a Reconsideration Request Denied notification. Applications with an approved Reconsideration Request will return to active Program status and continue with the process as normal. The original termination remains for participants with a denied Reconsideration Request.

If an Applicant disagrees with a Program determination, or with the Reconsideration Request Denial determination, said party may file directly to PRDOH, an Administrative Review Request. The HCA will provide the applicant with the contact information to do so. The Applicant must submit such request, in writing, within **twenty (20) days** of being notified of a Program determination or a Reconsideration Request Denial determination. The date of notification is that on which a determination was sent to the Applicant.

Program closeout

HCA's shall provide final reports for the outcomes of all residents serviced, as well as summary dashboards to indicate hard metrics of results achieved with the funding provided to PRDOH in the **last quarter of the program**. All records shall be retained and

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maintained for a period of **at least five (5) years**, starting from the closeout of the grant. Furthermore, they must be made available to PRDOH upon request.

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Monthly Reports

HCA shall submit monthly reports to track performance via the Grant Compliance Portal. Reports shall include, but are not limited to the following:

- Staffing;
- Statistics as to Housing Counseling provided to LMI and urgent need;
- Statistics as to Applicants close out and close out services;
- Number of applicants received;
- Number of Courses completed;
- Number of client surveys;
- % of satisfaction on surveys; and
- Outreach Activities.

Reports shall be submitted to PRDOH not later than **ten (10) business days** from the end of the month.

6. Budget

For details refer to **Exhibit D**.

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EXHIBIT B

TIMELINES AND PERFORMANCE GOALS

HOUSING COUNSELING PROGRAM

CONSUMER CREDIT COUNSELING SERVICE OF PUERTO RICO, 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
Offer Housing Counseling Education Courses or Workshops to LMI Families	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 08/10/25
		# completed courses provided per month	Course's certification of completion	175 courses completed per month, per subrecipient	Monthly until 08/10/25
		#households served (total cases)	Household data as submitted through Canopy	300 LMI households who participate in the Program	Monthly until 08/10/25
	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

3.1.1 KEY ACTIVITY: OUTREACH ACTIVITIES & COUNSELING COURSES COMPLETED

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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.

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EXHIBIT C

KEY PERSONNEL

HOUSING COUNSELING PROGRAM

CONSUMER CREDIT COUNSELING SERVICE OF PUERTO RICO, INC.

Below is the Staffing Plan for Consumer Credit Counseling Services of Puerto Rico which reflects a combination existing employees or new hired employees dedicated for the CDBG-DR **Housing Counseling Program**.

I. Roles Description:

Role	Description
President & CEO	<p>Our President & CEO is an extremely hands-on individual who thoroughly enjoys and thrives getting actively involved in all the details surrounding CONSUMER's programs, including CDBG-DR. As such, he regularly schedules meetings with his management team to discuss the status of this program and to guide and direct them so goals can be achieved. In addition, he directly calls or meets with the officials at the Department of Housing to request clarification of policies and procedures and/or to seek modifications to our original agreement. He gives a welcome message to the in-person participants of our First Time Homebuyer seminars.</p> <p>In addition, he interviews a sample of One-to-one Housing counseling participants after they finish with the Certified Counselor and receives the client's feedback as to the services provided.</p> <p>He actively participates in our activities outside of our office premises such as tours for outreach in the Municipalities assigned to us.</p>
Business Development & Project Manager	<p>Our Business Development & Project Manager is the main person in charge of the CDBG-DR Program. As such, she was the one who was originally assigned the tasks of investigating the program's requirements, preparing the proposal, and ensuring that all the corresponding supporting documentation were duly included. On a monthly basis, she</p>

prepares and submits to the Department of Housing the monthly reports that are required. She actively participates in the Program Check In meetings and the Monthly One to One meetings conference call that we have with HORNE representatives.

As project manager This position ensures full compliance with the CDBG-DR requirements and processes. Ensures the accuracy of invoices, time records, supporting documents and outreach material. Assigns new tasks as necessary, coordinate employees and resources and directly supervise the Sales Force Manager.
She works with the outreach and promotion of our services and the benefits of the program services.

**PR Branch Manager &
Certified Counselor
1/7**

The PR Branch Manager's duties include ensuring that all our Certified Housing Counselors properly execute the counseling procedures set forth in the CDBG-DR program. She verifies daily the Canopy program to confirm if there are any new referrals, in which case he assigns them to one of our Certified Housing Counselors. He also follows up on the Canopy cases for which the Initial Consultation has been scheduled but there has not been any contact, as well as any cases that may appear under the Pending Intake Review, Pending Income Review, or Pending Program Director Review filters, among others. She is the person who prepares the Monthly Performance Report required by the program. She also actively participates in the biweekly conference calls that we have with HORNE representatives.

In addition, as a certified Counselor, she will provide Housing counseling services, First Time Home Buyer seminars and any other service included in Consumer's Agreement.

Operations Manager

Our Operations manager supervises the Back Office, Customer Service and the Receptionist. She is the person who ensures that all incoming calls from clients interested in obtaining more information about the CDBG-DR Program are efficiently and effectively handled. She also makes sure that our Agency's Customer Service Representatives reach out to clients promptly and professionally so we can set up appointments for them following their participation at one of the workshops. In addition, she oversees receiving documents of participants to ensure they comply with all requirements and distributes among Consumer employees for data entry and cases completion.

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Accounting Officer	<p>The Accounting Officer works alongside the Business Development & Project Manager to ensure that the invoices that we submit every month to the Department of Housing are in full compliance with the requirements set forth in the contract that was signed, and that all supporting documentation have been duly included. She works with the Reports due on a Monthly Basis.</p> <p>The Accounting Officer reimburses the food and mileage expenses incurred by our Certified Housing Counselors when they participate in activities related to the CDBG-DR Program.</p>
Certified Counselors	<p>Our Certified Counselors are the Subject matter experts. They interact with participants providing One on One counseling, seminars and talks regarding all housing-related issues, including but not limited to First-time homeownership, Loss Mitigation, Reverse Mortgage, Rental Counseling and all of the services included within the Agreement.</p>
Customer Service & Back Office	<p>Our Customer Service & Back Office group works in regard to the CDBG-DR Program in coordinating all of our appointments as to One-to-One sessions and workshops. They receive the intake filled by participants and input the data in the Canopy System. They also coordinate the appointments calendar.</p>
Receptionist	<p>Our receptionist plays a crucial role in the CDBG-DR Program; namely, she is the person who is the initial point of contact when clients reach out to our Agency seeking more information about this program. She helps us follow up on clients who had previously left a message at our Agency's general voice mail. She also follows up No show clients that were previously scheduled to participate in workshops. She coordinates participants that call our Agency to be attended by one of our Certified Housing Counselors or to participate in one of our workshops.</p>

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EXHIBIT D – SECTION 1

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BUDGET

HOUSING COUNSELING PROGRAM

CONSUMER CREDIT COUNSELING SERVICE OF PUERTO RICO, INC.

DESCRIPTION SERVICES

Consumer Credit Counseling Service of Puerto Rico, Inc., a private not-for-profit, mission-driven, and community-based 501 c3 organization founded under the laws and regulations of the Commonwealth of Puerto Rico. We have three branches, our main office in Santurce, Puerto Rico, one in Bayamon, Puerto Rico and Florida Consumer, our branch in Orlando that offers unparalleled quality credit counseling services in the State of Florida to many Puerto Ricans moving in and out of the island.

Our mission is to educate and advise consumers and other entities in the financial, professional, and organizational development so that they can responsibly reach their goals by providing them training and counseling based on their expectations and needs. We are a multicultural agency that provides services in both English and Spanish.

Background of our organization

The Agency offers a full range of free and low-cost educational and financial counseling services with flexible delivery options to consumers and owners in the areas of: (1) money management, budget design and analysis, (2) credit report analyses and rehabilitation, (3) checkbook management, (4) financial literacy on insurance, retirement, savings, money management, (5) debt management plans, (6) pre and post purchase assistance to first housing buyers, (7) foreclosure prevention and mitigation, (8) emergency homeowner loans, (9) safety housing preservation, (10) home equity conversion or reverse mortgage, (11) comprehensive housing, (12) pre-bankruptcy filing and discharge, (13) identity theft prevention and remediation, etc. (14) Family Financial Literacy (15) Senior adults avoid Exploitation.

Our Agency is a National Foundation for Credit Counseling (NFCC) affiliated. Council on Accreditation COA-certified nonprofit corporation that has been offering money management education and credit counseling to consumers for over 29 years. NFCC is the largest and longest serving not-for-profit credit counseling organization of the United

States of America, providing financial counseling and education to consumers since 1951.

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We are also HUD multi state certified to provide comprehensive housing counseling, which includes counseling to first-time homebuyers, delinquent mortgagors, as well as to Senior Citizen homeowners interested in a HECM (Home Equity Conversion Mortgage, popularly known as Reverse Mortgages).

We employ certified credit, housing and student loans counselors who are committed to providing consumers with the financial education, and money management skills needed to make sound financial decisions.

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STAFFING

Position	Qty. of Resources [A]	Estimated Hours per month per Resource [B]	Month Needed [C]	Hourly Rate [D]	Estimated Monthly Cost [E=AxBxD]	Estimated Cost for the Program [F=CxE]
Previous Expenditure (Staffing)						\$ 906,652.74
Staffing for Amendment D						
President & CEO	1	40	24	\$72.56	\$ 2,903.00	\$ 69,672.00
Business Development & Project Manager	1	150	24	\$31.58	\$ 4,737.00	\$ 113,688.00
Operations Manager	1	140	24	\$21.28	\$ 2,980.00	\$ 71,520.00
Accounting Officer	1	20	24	\$14.00	\$ 280.00	\$ 6,720.00
PR Branch Manager & Certified Counselor 1/7	1	160	24	\$23.74	\$ 3,799.00	\$ 91,176.00
Certified Counselor 2/7	1	160	24	\$16.48	\$ 2,637.00	\$ 63,288.00
Certified Counselor 3/7	1	140	24	\$19.18	\$ 2,686.00	\$ 64,464.00
Certified Counselor 4/7	1	150	24	\$12.02	\$ 1,803.00	\$ 43,272.00
Certified Counselor 5/7	1	160	24	\$20.00	\$ 3,200.00	\$ 76,800.00
Certified Counselor 6/7	1	140	24	\$14.89	\$ 2,085.00	\$ 50,040.00
Certified Counselor 7/7	1	160	24	\$20.00	\$ 3,200.00	\$ 76,800.00
Customer Service	1	160	24	\$10.00	\$ 1,600.00	\$ 38,400.00
Customer Service	1	160	24	\$13.46	\$ 2,154.00	\$ 51,696.00
Customer Service	1	160	24	\$16.00	\$ 2,560.00	\$ 61,440.00
Back Office	1	140	24	\$14.52	\$ 2,033.00	\$ 48,792.00
Back Office	1	160	24	\$15.38	\$ 2,461.00	\$ 59,064.00
Receptionist	1	150	24	\$14.60	\$ 2,190.00	\$ 52,560.00
Total Estimated Monthly Cost:					\$ 43,308.00	
Total Cost for Amendment D:						1,039,392.00
Total Cost for Staffing in SRA:						1,946,044.74

*Hours work by resources will be based on program actual needs.

PROFESSIONAL SERVICES

Item Name	Item Description	Budget
Advertising & Outreach	Campaign in radio, social media and other outreach outlets for the participants to understand the programs and its qualification criteria.	\$ 7,500.00
Total Expenses Budget:		\$ 7,500.00

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OTHER OPERATING

Item Name	Item Description	Budget
Previous Expenditures (Travel)		\$ 5,278.80
Previous Expenditures (Overhead)		\$ 91,109.65
Expenses for Amendment D		
Materials	Educational and Office materials such as brochures for the program.	\$ 44,000.00
Travel	Mileage and traveling cost incurred of the program.	\$ 6,000.00
Credit Reports	Costs for pulling the credits reports of the program participants.	\$ 45,000.00
Overhead	Indirect cost of the program through De Minimis Rate (10%)	\$ 115,578.00
Total Expenses for Amendment D:		\$ 210,578.00
Total Cost for Expenses in SRA:		\$ 306,966.45

EQUIPMENT

Item Name	Item Description	Budget
Office Equipment	Laptops, printers and others equipment for the staff of the program.	\$ 47,892.00
Total Expenses in SRA:		\$ 47,892.00

PROJECT ACTIVITY DELIVERY COSTS		
Staffing	Direct staff for the program implementation and development.	\$ 1,946,044.74
Professional Services	The cost associated with outreach for the program.	\$ 7,500.00
Other Operating	Operational cost associated to the program such as materials, travel, credit reports and indirect cost.	\$ 306,966.45
Equipment	Necessary office equipment for the program.	\$ 47,892.00
TOTAL COSTS		\$ 2,308,403.19
GRAND TOTAL		\$ 2,308,403.19

Budget Re-distribution

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

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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT V

EXHIBIT E-1

Contract Code: cc5935-d
Type: Change Order A_V2
Original Registered Code:

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CERTIFICATION OF FUNDS

Requested on behalf: CDBG-DR Director

The Finance Division certifies the availability of the following funds:

Contracting Of: CONSUMER CREDIT COUNSELING SERVICES OF INC
Source of Funds: 14.228 CDBG Funds
For: Amendment D to 2020-DR0012
Amount: \$970,124.19

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

Agency	Area / Program	Activity Code	Category / Description	Account	Amount
B-17-DM-72-0001	Housing	r01h12hcp-doh-lm	H - Professional Services	6090-01-000	-\$22,500.00
B-17-DM-72-0001	Housing	r01h12hcp-doh-lm	H - Staff / Personnel (Sub-recipient)	6090-01-000	\$22,500.00
B-18-DP-72-0001	Housing	r02h12hcp-doh-lm	H - Equipment (Sub recipient)	6090-01-000	\$39,987.00
B-18-DP-72-0001	Housing	r02h12hcp-doh-lm	H - Other Operating (Not ICR)	6090-01-000	\$122,545.45
B-18-DP-72-0001	Housing	r02h12hcp-doh-lm	H - Staff / Personnel (Sub-recipient)	6090-01-000	\$807,591.74
					<u>\$970,124.19</u>

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.*

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EXHIBIT F

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

HOUSING COUNSELING PROGRAM

CONSUMER CREDIT COUNSELING SERVICE OF PUERTO RICO, 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 be appropriate. The duties and obligations imposed by the SRA documents, and the

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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).

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

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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.

**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.

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- 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.

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,

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- 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.

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- 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 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.

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.

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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.

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.

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- 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.

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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.*).

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.

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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 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

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.

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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.

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).

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

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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

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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.

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.

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.

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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

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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.

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).

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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. 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.

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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 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.

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

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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/>.

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.

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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 24 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 24 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,

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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 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) 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,

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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.

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

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- 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.
- 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.

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.

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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

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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 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
HOUSING COUNSELING PROGRAM
CONSUMER CREDIT COUNSELING SERVICE OF PUERTO RICO, INC.

The SUBCONTRACTOR 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.

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

Eugenio Alonso
Eugenio Alonso (Aug 9, 2023 10:45 EDT)
Signature

August 9, 2023
Date

Eugenio M. Alonso
Printed Name

President and CEO
Position