



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

AMENDMENT C TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND THE
INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY
Contract No. 2021-DR0276
Amendment No. 2021-DR0276C



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This **AMENDMENT C TO THE SUBRECIPIENT AGREEMENT** ("**AMENDMENT C**") is entered into this 4 day of August, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** ("**PRDOH**"), a public agency of the Government of Puerto Rico created under Act No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 *et seq.*, known as the "Department of Housing Organic Act" ("**Organic Act**"), with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented herein by its Secretary, Hon. William O. Rodríguez Rodríguez, of legal age, attorney, single, and resident of Guaynabo, Puerto Rico; and the **INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY** ("**Subrecipient**"), a not for profit entity, with principal offices at Ponce de León Ave. 1519, Office 1013, San Juan, Puerto Rico, represented herein by its Regional Director, Agnes Crespo Quintana, of legal age, married, and resident of San Juan, Puerto Rico, collectively the "**Parties**".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on June 14, 2021, the PRDOH and the Subrecipient entered into a Subrecipient Agreement for the Workforce Training Program ("WFT") in connection with the CDBG-DR Program for a period of **two years (2) years** from the day of its execution, ending in **June 13, 2023**, for the amount of **FOUR MILLION NINE HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED TWENTY-EIGHT DOLLARS (\$4,988,828.00)**, registered as Contract Number **2021-DR0276** ("**Agreement**").

WHEREAS, on July 28, 2022, the Agreement was amended through **Amendment A**, registered as Contract No. **2021-DR0276A**, to replace **Exhibit D** (Budget), **Exhibit F** (HUD General Provisions), and **Exhibit G** (Subrogation and Assignment Provision). The total budget amount was not modified.

WHEREAS, on June 13, 2023, the PRDOH and the Subrecipient executed **Amendment B**, Contract Number **2021-DR0276B** ("**Amendment B**"). In summary, **Amendment B** served the purpose of modifying certain sections of the Agreement, as well as including modified versions of the **Exhibit A** (Scope of Work) and **Exhibit D** (Budget). A new exhibit, **Exhibit I** (Non-Conflict of Interest Certification), was also incorporated into the Agreement. Moreover, the period of performance of the Agreement was extended for twelve (12) additional months for a new total performance period of **thirty-six (36) months**, ending on **June 13, 2024**. The Authorized Total Budget (**\$4,988,828.00**) of the Agreement remained unaltered.

WHEREAS, as per Section IX 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 C** is not intended to affect, nor does it constitute an extinguished 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 enter into this **AMENDMENT C**.

WHEREAS, the Subrecipient has duly adopted the Resolution dated July 26, 2022, signed by Joseph Balac, Secretary, authorizing the Subrecipient via its Regional Director, Agnes Crespo Quintana, to enter into this **AMENDMENT C** with the PRDOH, and by signing this **AMENDMENT C**, the Subrecipient assures PRDOH that Subrecipient shall comply with all the requirements described herein.

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

II. TERMS AND CONDITIONS

A. SAVINGS CLAUSE

The information included in this **AMENDMENT C** serves the purpose of modifying and amending certain terms and conditions under the Agreement, as established in the following sections B and C of this **AMENDMENT C**. All other provisions of the original Agreement, including its exhibits, shall continue to be in full force and effect.

B. SCOPE OF THE AMENDMENT

This **AMENDMENT C** principally entails modifications to the **Exhibit A** (Scope of Work), **Exhibit B** (Timelines and Performance Goals), and **Exhibit D** (Budget) of the Agreement. The performance period, end term, and total BUDGET amount of the Agreement remain unaltered.

C. AMENDMENTS

- a. **Exhibit A** (Scope of Work) of the Agreement is being replaced by an updated version of the **Exhibit A** (Scope of Work), hereto incorporated by reference into the Agreement (See **Attachment I**), to modify the Scope of Work Goals, as follows:

- Change the Section 5 "Time Performance" narrative to read "All Program activities, including closeout, must be concluded as per the term stated in the SRA."
- Change the Section 6 "Budget" narrative to read "For details refer to **Exhibit D** of this SRA."

- b. **Exhibit B** (Timelines and Performance Goals) of the Agreement is being replaced by an updated version of the **Exhibit B** (Timelines and Performance Goals), hereto incorporated by reference into the Agreement (See **Attachment II**), to modify the Section 3 "Performance Indicators & Goals", as follows:

1. The Key Activity 1.1 "Outreach efforts to socialize the program": The Indicator will be renamed from "# of outreach activities conducted in the defined outreach and marketing period" to read "Amount of Outreach Activities performed". In addition, the

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following indicators will be eliminated: "# of individuals reached by outreach activities" and "# of outreach materials produced".

2. The Key Activity 1.1, under "Source of verification" column, replace the entire narrative to read as "Please include the type and dates/period of the performed outreach activities as well as one or more sources of verification per outreach activity, such as pictures, videos, attendance signed-in lists, meeting minutes, email blasts, audience reach, copy of print, tv/radio or online dissemination efforts, etc."
3. The Key Activity 1.1, under the "Target" column, replace the entire narrative to read as "At least one (1) outreach activity per year for beneficiary recruitment."
4. The Key Activity 1.1, under "Timeline" column, replace the entire narrative to read as "Before the beginning of each training cohort."
5. The Key Activity 1.2 "Engage potential students to sign up for the program.", under "Source of verification" column, replace the entire narrative to read as "Subrecipient Monthly Report".
"- Will include the list of individuals that applied to the program."
Aligned with "# of applications received during the application period" under the Indicator column.
"-Evidence of the acceptance letter sends by email to Applicants."
Aligned with "# of students that begin the program" under the Indicator column.
6. The Key Activity 1.2, under the "Target" column, replace the entire narrative to read as "Total of 1,500 applications received during the life of the SRA." aligned with "# of applications received during the application period" under the Indicator column.

"A total of 1,364 students begins the program." aligned with "# of students that begin the program" under the Indicator column.
7. The Key Activity 1.2, under the "Timeline" column, replace the entire narrative to read as "Progressive achievement towards target." aligned with "# of applications received during the application period" under the Indicator column;
"Minimum of 620 accumulated students on or before October 31, 2023.;
Minimum of 880 accumulated students on or before December 31, 2023.;
Minimum of 1,100 accumulated students on or before March 31, 2024."
"Minimum of 1,364 accumulated students on or before June 30, 2024."
Aligned with "# of students that begin the program" under the Indicator column.
8. The Key Activity 1.3 "Completion of Workforce Training Program", under the "Indicator" column, replace the entire narrative to read as "# of students enrolled who complete the program".

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9. The Key Activity 1.3, under "Source of verification" column, replace the entire narrative to read as "Complete participants profiles in the Participants Information portal (SOR)."

10. The Key Activity 1.3, under the "Target" column, replace the entire narrative to read as "At least 1,280 students complete the program by the end of the SRA."

11. The Key Activity 1.3, under the "Timeline" column, replace the entire narrative to read as:

"Minimum of 600 accumulated students receive program certifications on or before October 31, 2023.;

Minimum of 860 accumulated students receive program certifications on or before December 31, 2023.;

Minimum of 1,000 accumulated students receive program certifications on or before March 31, 2024.;

Minimum of 1,280 accumulated students receive program certifications on or before June 30, 2024."

12. The 3.1.1 "Key Activity: Outreach efforts to socialize the program" will be modified by eliminating the following bullets: "Report the number of individuals that are anticipated to be reached and that are actually reached." and "Report the number of materials produced and provide final copies of any materials created."

13. The 3.1.3 "Key Activity: Completion of Workforce Training Program" replace the entire narrative to read as "This activity should capture information as it relates to the completion of the Workforce Training Program by accepted students. This task is expected to be recurring throughout the life of the SRA based on the program's training schedule or calendar. The program is considered completed when the student concludes the training and receives the certificate."

14. The 3.1.3 "Key Activity: Completion of Workforce Training Program" will be modified by eliminating the following bullet: "Report the number of students who find work within 12 months of completing the program."

15. The 3.1.3 "Key Activity: Completion of Workforce Training Program" will be modified by eliminating the two tables for Key Deliverable and Performance month.

16. Include the following clauses at the end of the Exhibit:

"They must also comply with the following requirements within thirty (30) days of signing this SRA Amendment C:

- Complete the profiles of the 617 students who have completed, or are the find taking courses, with complete and correct evidence, according to reported in May 2023.*
- Submit the corresponding invoices for the months of February, March, April and May 2023.*
- Submit the corresponding monthly progress reports for the months of February, March, April and May 2023.*

In case of non-compliance with the above established, the subrecipient would only receive the reimbursement of what was invoiced by Tuition, as long as it presents evidence of have paid

Huertas College the amount previously invoiced. Payment for other services would be postponed until the established goal is met.

Only with prior request of the subrecipient and just cause, Program can establish an extension of the "Timeline" established above, without the need to amend the SRA."

c. **Exhibit D** (Budget) of the Agreement is being replaced by an updated version of the **Exhibit D** (Budget), hereto incorporated by reference into the Agreement (See **Attachment III**). The aforementioned Exhibit is being modified to include changes in the Staffing Section, as follows:

- Staffing section: Edit 2nd column "Qty. of Resources" to read: "Qty. of Resources [A]".
 - Staffing section: Edit 3rd column "Estimated Months Needed" to read: "Estimated* Months Needed [B]".
 - Staffing section: Edit 4th column "Maximum Hourly Rate" to read: "Estimated* Hours per month per Resource[C]".
 - Staffing section: Edit 5th column "Max Cost for the Program" to read: "Maximum Hourly Rate [D]".
 - Staffing section: Add a new column named "Estimated* Monthly Cost [E=AxCxD]" right after "Max. Hourly Rate [D]" column.
 - Staffing section: Add a new column named "Maximum Cost for the Position".
 - Staffing section: Edit the last row of the first table to read as: "Total Staff cost for 3 Years (36 Months):".
-
- Exhibit D – Budget – Section I to modify the Staffing Section:
 1. **CDBG Project Controls** - Include 36 months in "Estimated* Months Needed [B]"; 56 hours in "Estimated* Hours per month per Resource [C]" and, \$120.00 in "Max. Hourly Rate [D]". As a result of these changes column [E] and [F] will read \$6,720.00 and \$244,000.00 respectively.
 2. **Communications Manager** - Include 36 months in "Estimated* Months Needed [B]"; 40 hours in "Estimated* Hours per month per Resource [C]" and, \$150.00 in "Max. Hourly Rate [D]". As a result of these changes column [E] and [F] will read \$6,000.00 and \$44,000.00 respectively.
 3. **Project Executive/CDBG SME** - Include 36 months in "Estimated* Months Needed [B]"; 30 hours in "Estimated* Hours per month per Resource [C]" and, \$225.00 in "Max. Hourly Rate [D]". As a result of these changes column [E] and [F] will read \$6,750.00 and \$162,000.00 respectively.
 4. **Communications Specialist** - Include 36 months in "Estimated* Months Needed [B]"; 90 hours in "Estimated* Hours per month per Resource [C]" and, \$80.00 in "Max. Hourly Rate [D]". As a result of these changes column [E] and [F] will read \$7,200.00 and \$62,800.00 respectively.

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5. **Student Outreach** - Include 36 months in "Estimated* Months Needed [B]"; 91 hours in "Estimated* Hours per month per Resource [C]" and, \$70.00 in "Max. Hourly Rate [D]". As a result of these changes column [E] and [F] will read \$6,370.00 and \$230,800.00 respectively.
 6. **CDBG-DR SME** - Include 36 months in "Estimated* Months Needed [B]"; 30 hours in "Estimated* Hours per month per Resource [C]" and, \$175.00 in "Max. Hourly Rate [D]". As a result of these changes column [E] and [F] will read \$5,250.00 and \$126,000.00 respectively.
 7. **Project Manager** - Include 36 months in "Estimated* Months Needed [B]"; 111 hours in "Estimated* Hours per month per Resource [C]" and, \$150.00 in "Max. Hourly Rate [D]". As a result of these changes column [E] and [F] will read \$16,650.00 and \$598,000.00 respectively.
 8. **Construction SME** - Include 36 months in "Estimated* Months Needed [B]"; 15 hours in "Estimated* Hours per month per Resource [C]" and, \$135.00 in "Max. Hourly Rate [D]". As a result of these changes column [E] and [F] will read \$2,025.00 and \$48,600.00 respectively.
- Exhibit D- Budget -Section I to modify the Other Operating section:
 - I. **Student Tuition Remission-** The proposed budget decreases from \$3,380,200.00 to \$3,140,200.00.
 - Exhibit D- Budget - Section I to modify:
 - I. Include the following clauses at the end of the Exhibit:

"Only future amendments should be allowed to extend the SRA term for achieving the 1,280 participants. Future amendments to increase the budget allocated to the Staff Section, regardless of its source of redistribution or amount, will not be accepted."

III. SEVERABILITY

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

IV. SECTION HEADINGS AND SUBHEADINGS

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

V. COMPTROLLER REGISTRY

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

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VI. 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.

VII. 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.

VIII. NON-CONFLICT OF INTEREST CERTIFICATION

The Subrecipient reassures PRDOH its willingness to comply with the applicable conflict of interest policies by signing the Non-Conflict of Interest Certification incorporated by reference into the Agreement via this **AMENDMENT C**. (See **Attachment IV**).

IN WITNESS THEREOF, the Parties hereto execute this **AMENDMENT C** 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 4, 2023 16:43 EDT)

Name: William O. Rodríguez Rodríguez

Title: Secretary

INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY Subrecipient

By: Agnès Crespo Quintana

Name: Agnes Crespo Quintana

Title: Regional Director



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EXHIBIT A

SCOPE OF WORK

WORKFORCE TRAINING PROGRAM

INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY

1. Program Overview/Background

The Workforce Training Program (**WFT** or **Program**) has the goal of training a labor force to meet the needs of the reconstruction and to build the skill capacity necessary to push Puerto Rico into the economy of the future. WFT will boost economic development and create jobs by investing Community Development Block Grant-Disaster Recovery (**CDBG-DR**) funds into resources that enable skills development through education, technical assistance, and mentorship.

2. National Objective

- Benefit to low- and moderate-income persons (**LMI**) (24 C.F.R. § 570.483(b))
 - Area Benefit
 - Limited Clientele
 - Job Creation/Retention
- Urgent Need (**UN**) activities (24 C.F.R. § 570.483(d))

3. Program Description

The goal of the WFT Program is to prepare Puerto Rican residents with the skills required to gain employment in industries that will drive the Island's economy over the next decade. The main goal of this Program is to support entities that seek to expand existing or launch new workforce training and/or apprenticeship programs.

The goals of the WFT Program will be supported by the Subrecipient through the following two (2) program components. Each component has associated activities contained within and described in more detail in the Program Outreach Plan and Program Work Plan. Components are as follows:

1. **Stakeholder Engagement:** The Subrecipient will facilitate inclusion of Low- and Moderate-Income (LMI) individuals and communities in the WFT Program. The

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Subrecipient will develop an Outreach Plan and will conduct outreach to educate, promote engagement, and increase participation in the Subrecipient's WFT Program.

2. **Technical Assistance:** The Subrecipient will assist PRDOH in the development of a Program Work Plan, to be included in the SRA Package. They will provide technical assistance and/or trainings to Beneficiaries (Program Participants) as outlined in their Program Work Plan.

4. Tasks

In addition to the tasks included herein and described below, and the outcomes and activities described in the Program Outreach Plan and Program Work Plan, the Subrecipient, with prior consent and written authorization of PRDOH, shall perform any other task necessary for the proper performance of the services under the SRA.

The tasks and activities under this Program will be managed by the **Institute for Building Technology and Safety** as subrecipient of PRDOH. Consistent with the requirements of this Agreement, the **Institute for Building Technology and Safety** shall be reimbursed for any Eligible Costs incurred in carrying out program activities within eligible budget amounts.

4.1 Office Logistics

- 4.1.1 Secure office space and necessary equipment for these offices to function, as necessary. Office spaces must be suitable for the services to be provided, provide amenities required by local ordinance for public facilities, and comply with ADA accessibility requirements.
- 4.1.2 Provide and secure equipment and technologies required to carry out the training program and, as needed, support remote or virtual program operations.

4.2 Project/Agreement Management

TIMELINE and SCHEDULE

- 4.2.1 Create, maintain, and control Program Work Plan which includes Program Service Area, Workforce Training Courses, Program Needs Assessment, Program Metrics and Standards, and Program Compliance.
- 4.2.2 Work closely with PRDOH to ensure timely delivery of Program activities, in accordance with the agreed upon Program

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Outreach Plan, Program Work Plan, and Exhibit B (**Timelines and Performance Goals**).

STAFFING

- 4.2.3** Deliver Key Personnel and Staff listed in Exhibit C and Exhibit D promptly to support program demands.
- 4.2.4** Ensure adequate staffing levels to support Program activities funded in whole or in part by CDBG-DR.
- 4.2.5** Provide a dedicated Program Management team, to efficiently and effectively carry out Program activities.

BUDGET MANAGEMENT and INVOICING

- 4.2.6** Manage agreed upon program budget included herein. Any variances or expected variances which would cause significant impacts on the program must be reported to PRDOH along with recommended corrective action.
- 4.2.7** Prepare and submit request for funds to PRDOH with all required supporting documentation on a monthly basis.

PERFORMANCE

- 4.2.8** Monitor and control team performance (including all staff and vendors under the Subrecipient's direct and indirect supervision) in accordance with established performance goals, regulatory compliance, and quality standards.
- 4.2.9** Recommend corrective action and/or performance plan for underperforming team members, subcontractors, vendors, or other staff.
- 4.2.10** Monitor and update all Program Beneficiary demographic, participation, and performance information using the approved system of record provided by the PRDOH Information Technology team.

MONITORING and COMPLIANCE

- 4.2.11** Implement the Program in a compliant manner, per the CDBG-DR regulations, policies, procedures, and all applicable state, local and federal regulations.
- 4.2.12** Maintain a complete understanding of all applicable Program policies, requirements, procedures, guidelines; possess knowledge

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of regulatory and statutory compliance requirements for CDBG-DR and similar programs/projects. Ensure all program participants, including subrecipients, vendors, and beneficiaries are aware of all policy changes.

- 4.2.13** Lead and review all program monitoring activities to prepare and present reports, data, documents, or other information as required by the PRDOH, HUD, the US Office of Inspector General (**OIG**), or other oversight entities.
- 4.2.14** Regularly communicate potential risks, issues, and statuses with PRDOH, in the manner they arise.
- 4.2.15** As requested, meet with PRDOH to discuss the status of the program, and any other issues that may have arisen during the administration of the assigned Program.

4.3 Document Control and Management

- 4.3.1** In accordance with HUD regulations, follow the records retention requirements as cited in 24 C.F.R. § 92.508, which includes: financial records, supporting documents, statistical records and all other pertinent records.
- 4.3.2** Following PRDOH CDBG-DR Recordkeeping Policy, the Subrecipient shall retain all official records on programs and individual activities for **five (5) years**, starting from the closeout of the grant between PRDOH and HUD.
- 4.3.3** Maintain a clearly defined process for acquiring, organizing, storing, retrieving and reporting on financial records and project and activity records.
- 4.3.4** Store, archive, and retrieve physical documents and electronic images of all paper documents, applicant-related emails, correspondence, training material, policies and procedures, and other documents or materials as may be required.
- 4.3.5** Establish and maintain protocols for physical file management, as applicable, to include, among other things, access to a file, tracking of location and possession of a file.
- 4.3.6** Ensure all project information and documentation is available at all times in the system of record.
- 4.3.7** Must provide all relevant documents in both English and Spanish language.
- 4.3.8** Any systems, tools, or technology provided must meet Personal Identifiable Information (PII) requirements as outlined in the Privacy

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Act of 1974, 5 U.S.C. § 552a (Privacy Act), 24 C.F.R. Part 5, and PRDOH policy for protection of PII.

4.3.9 Provide sufficient, appropriate document control and management to meet the financial and documentation requirements for CDBG-DR grants. At a minimum, the following records are required:

4.3.9.1 Records providing full description of each activity;

4.3.9.2 Records verifying that activity meets national and grant objectives;

4.3.9.3 Records related to demonstrating eligibility of activities;

4.3.9.4 Records required to document activity related to real property;

4.3.9.5 Records documenting compliance with Davis-Bacon Act, Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, Minority Business Enterprise, Women Business Enterprise, Section 3 of the Housing and Urban Development Act of 1968, fair housing and equal opportunity requirement, as applicable;

4.3.9.6 Financial records and reports required by the Program; and

4.3.9.7 Records supporting any specific requirements of the Program or the CDBG-DR allocations.

4.3.10 Any other task necessary for the proper document control management.

4.4 Program Development

4.4.1 Develop and implement policies, strategies, guides and/or templates required for the implementation and administration of the Tasks and Activities contained within this SRA (i.e. Outreach Plan, Standard Operating Procedures (**SOPs**), Forms, Contracts, Correspondence, Applications, etc.), as applicable and as requested by PRDOH.

4.4.2 Conduct proper procurement as needed for successful implementation and administration of the Tasks and Activities contained within this SRA. All procurement must be done in accordance with the federal procurement rules and regulations found in 2 C.F.R. § 200.318 through § 200.327.

4.4.3 Publish programmatic information as determined by PRDOH and required by program needs (e.g. training material, outreach material, etc.).

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- 4.4.4** Provide PRDOH with required documentation and information as specified in Federal Register Vol. 83, No. 28 (83 FR 5844) for posting on PRDOH Disaster Recovery Website (www.cdbg-dr.pr.gov). Provision of non-essential information (when requested) such as bulletins, newsletters, or marketing materials for publication on PRDOH Disaster Recovery Website.

4.5 Accounting and Reporting

- 4.5.1** Subrecipient shall adhere to PRDOH's financial management policies and procedures as outlined in its manual, the Program Guidelines, or policies and procedures for this Program, including but not limited to:
- 4.5.1.1 Account and reporting of uses of CDBG-DR funds, including but not limited to information on National Objectives met, beneficiary demographics, and project completion status.
 - 4.5.1.2 Submit regular Monthly Progress Reports and ad-hoc reports, as necessary, to PRDOH, in the form and with the content specified and required by PRDOH, in the frequency or form determined by PRDOH at the moment of request.
 - 4.5.1.3 Provide PRDOH with project progress reports on demand, as well as access to the project management system for PRDOH to monitor the project.
 - 4.5.1.4 Account for and reconcile, (a) all federal funds requested and drawn from HUD and awarded to grant recipients, (b) all funds returned by applicants, (c) all funds deposited by applicants to reduce duplicative benefits potential award gap and any other funds as applicable.
 - 4.5.1.5 Reconcile with the PRDOH, on an established periodic basis, a complete inventory of all items furnished by the PRDOH or funded by the CDBG-DR grant, including items such as: equipment, furniture, computers, phones, laptops, network printers, network equipment, software licenses, etc., if applicable.

4.6 Program Closeout

- 4.6.1** Ensure that all program funding has been expended as stipulated in terms of grant agreement and suppliers have completed all tasks required by the award to the applicant.

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- 4.6.2** Ensure that all applicable PRDOH quality control reviews have been completed.
- 4.6.3** Ensure that all supporting documentation, information, and log of applicant communications is included in the application file.
- 4.6.4** Ensure compliance with 2 C.F.R. 200 Subpart F, 24 C.F.R. § 570.509, CPD Closeout Notices, and PRDOH CDBG-DR Closeout Process, as may be applicable to the application.

5. Time Performance

All Program activities, including closeout, must be concluded as per the term stated in the SRA.

6. Budget

For details refer to **Exhibit D** of this SRA.

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EXHIBIT B

TIMELINES AND PERFORMANCE GOALS

WORKFORCE TRAINING PROGRAM

INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY

1. PROGRAM OBJECTIVE:

The Workforce Training Program (**WFT** or **Program**) has the goal of training a labor force to meet the needs of the reconstruction and to build the skill capacity necessary to push Puerto Rico into the economy of the future. WFT will boost economic development and create jobs by investing Community Development Block Grant- Disaster Recovery (**CDBG-DR**) funds into resources that enable skills development through education, technical assistance, and mentorship.

2. TERMS:

- **Key Deliverable** – The major objectives the Program wants to achieve
- **Key Activity** – The activities necessary to carry out the Key Deliverables.
- **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.
- **Target** – The goal for each of the Indicators.
- **Timeline**– The expected completion date or timeframe.

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3. PERFORMANCE INDICATORS & GOALS

Key Deliverable#1	Key Activity	Indicator	Source of Verification	Target	Timeline
Provide workforce training to un- and under-employed Puerto Rican citizens to improve their work opportunities.	1.1 Outreach efforts to socialize the program	Amount of Outreach Activities performed.	- Please include the type and dates/period of the performed outreach activities as well as one or more sources of verification per outreach activity, such as pictures, videos, attendance signed-in lists, meeting minutes, email blasts, audience reach, copy of print, tv/radio or online dissemination efforts, etc.	At least one (1) outreach activity per year per beneficiary recruitment.	Before the beginning of each training cohort.
	1.2 Engage potential students to sign up for the program	# of applications received during the application period # students begin the program	Subrecipient Monthly Report - Will include the list of individuals that applied to the program. -Evidence of the acceptance letter sent by email to Applicants.	Total of 1,500 applications received during the life of the SRA. A total of 1,364 students begins the program.	Progressive achievement towards target. Minimum of 620 accumulated students on or before October 31, 2023. Minimum of 880 accumulated students on or before December 31, 2023.

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Key Deliverable#1	Key Activity	Indicator	Source of Verification	Target	Timeline
					Minimum of 1,100 accumulated students on or before March 31, 2024. Minimum of 1,364 accumulated students on or before June 30, 2024.
	1.3 Completion of Workforce Training program(s)	# of students enrolled who complete the program	Complete participants profiles in the Participants Information portal (SOR).	At least 1,280 students complete the program by the end of the SRA.	Minimum of 600 accumulated students receive program certifications on or before October 31, 2023. Minimum of 860 accumulated students receive program certifications on or before December 31, 2023. Minimum of 1,000 accumulated students receive program certifications on or before March 31, 2024.

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Key Deliverable#1	Key Activity	Indicator	Source of Verification	Target	Timeline
					Minimum of 1,280 accumulated students receive program certifications on or before June 30, 2024.

3.1.1 KEY ACTIVITY: OUTREACH EFFORTS TO SOCIALIZE THE PROGRAM

This activity should capture all outreach efforts to socialize the program and should include all pertinent information to inform the public about the program, what is being offered, what the requirements are, and how to apply. This task is expected to be recurring throughout the life of the SRA, based on the program's training schedule or calendar. The outreach efforts to socialize the program are initiated when marketing or outreach materials, events, or activities are produced and disseminated to the public. The task is considered complete when the marketing and outreach materials, events, or activities have been adequately responded to.

- Report the number of outreach activities in the defined outreach and marketing period.

Progress made towards these activities should be included in the monthly reporting to PRDOH that is required of the subrecipient.

3.1.2 KEY ACTIVITY: ENGAGE STUDENTS AND POTENTIAL STUDENTS TO SIGN UP FOR THE PROGRAM

This activity should capture any engagement with students and potential students who sign up for the program and should include all pertinent information from program applicants. This task is expected to be recurring throughout the life of the SRA based on the program's training schedule or calendar. The task is considered complete when all applications that have been received and all accepted applicants begin their participation in the program.

- Report the number of applications received during the application period.
- Report the number students that begin the program.

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Progress made towards these activities should be included in the monthly reporting to PRDOH that is required of the program participant.

3.1.3 KEY ACTIVITY: COMPLETION OF WORKFORCE TRAINING PROGRAM

This activity should capture information as it relates to the completion of the Workforce Training Program by accepted students. This task is expected to be recurring throughout the life of the SRA based on the program's training schedule or calendar. The program is considered completed when the student concludes the training and receives the certificate.

- Report the percentage of students enrolled who complete the program.

Progress made towards these activities should be included in the monthly reporting to PRDOH that is required of the subrecipient.

They must also comply with the following requirements within thirty (30) days of signing this SRA Amendment C:

- Complete the profiles of the 617 students who have completed, or are they find taking courses, with complete and correct evidence, according to reported in May 2023.
- Submit the corresponding invoices for the months of February, March, April and May 2023.
- Submit the corresponding monthly progress reports for the months of February, March, April and May 2023.

In case of non-compliance with the above as established, the subrecipient would only receive the reimbursement of what was invoiced by Tuition, as long as it presents evidence of have paid Huertas College the amount previously invoiced. Payments for other services would be postponed until the established goal is met.

Only with prior request of the subrecipient and just cause, Program can establish an extension of the "Timeline" established above, without the need to amend the SRA.

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EXHIBIT D – SECTION 1

BUDGET

WORKFORCE TRAINING PROGRAM

INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY

DESCRIPTION SERVICES

The **Institute for Building Technology and Safety Project**, administered by the **Institute for Building Technology and Safety (IBTS)** will provide job training in construction trades, providing vocational skills that can be applied to municipalities across Government of Puerto Rico. The workforce development program being proposed by IBTS, Huertas College, and Estudios Técnicos uniquely targets highly disadvantaged and at-risk segments of the population to facilitate development of the critical first step in the construction workforce pipeline.

STAFFING

Position	Qty. of Resources [A]	Estimated Months Needed [B]	Estimated Hours per month per Resource [C]	Maximum Hourly Rate [D]	Estimated Monthly Cost [E=AxCxD]	Maximum Cost for the Position
CDBG Project Controls	1	36	56	\$120.00	\$ 6,720.00	\$ 244,000.00
Communications Manager	1	36	40	\$150.00	\$ 6,000.00	\$ 44,000.00
Project Executive/CDBG SME	1	36	30	\$225.00	\$ 6,750.00	\$ 162,000.00
Communications Specialist	1	36	90	\$80.00	\$ 7,200.00	\$ 62,800.00
Student Outreach	1	36	91	\$70.00	\$ 6,370.00	\$ 230,800.00
CDBG-DR SME	1	36	30	\$175.00	\$ 5,250.00	\$ 126,000.00
Project Manager	1	36	111	\$150.00	\$ 16,650.00	\$ 598,000.00
Construction SME	1	36	15	\$135.00	\$ 2,025.00	\$ 48,600.00
Total Maximum Monthly Cost:					\$ 56,965	
Total Staff cost for 3 Years (36 Months):					\$ 1,516,200.00	

*Estimate amount hours and monthly cost could vary based on actual need and work performed on the program

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PROFESSIONAL SERVICES

Services Name	Services Description	Budget
Program Outreach	Newspaper, social media, lead generation, job placement	\$ 60,000.00
Economic Analysis	Study to help determine program success in finding participants and how that matches the demands of the market place.	\$ 50,000.00
Total Professional Services:		\$ 110,000.00

OTHER OPERATING

Item Name	Item Description	Budget
ODC Handling Costs	IBTS costs for handling of invoices and payments for ODCs listed above.	\$ 222,428.00
Student Tuition Remission	Cost associated for estimated 1,280 students.	\$ 3,140,200.00
Total Other Operating Budget:		\$ 3,362,628.00

PROJECT ACTIVITY DELIVERY COSTS/COSTOS DIRECTOS DEL PROYECTO		
Staffing	Salary and Fringe benefits.	\$ 1,516,200.00
Professional Services	Professional services for legal and compliance support. Assistance for incubator promotion, IT management, trainings, and external evaluation.	\$ 110,000.00
Other Operating	Workshop materials for the trainings to be held to the participants of the program.	\$ 3,362,628.00
TOTAL COSTS/COSTO TOTAL		\$ 4,988,828.00
GRAND TOTAL/GRAN TOTAL		\$ 4,988,828.00

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Budget Re-distribution

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

Only future amendments should be allowed to extend the SRA term for achieving the 1,280 participants. Future amendments to increase the budget allocated to the Staff Section, regardless of its source of redistribution or amount, will not be accepted.

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NON-CONFLICT OF INTEREST CERTIFICATION WORKFORCE TRAINING PROGRAM INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY

The Subrecipient certifies that to the best of its knowledge:

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

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

Signature

Agnes Crespo Quintana, Esq.

Printed Name

8/04/2023

Date

**Regional Director
Institute for Building
Technology and Safety**

Position