



COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)  
SOCIAL INTEREST HOUSING PROGRAM (SIH)

AMENDMENT B TO THE SUBRECIPIENT AGREEMENT  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND

FUNDACIÓN MODESTO GOTAY PRO PERSONAS CON DISCAPACIDAD  
INTELLECTUAL Y DEL DESARROLLO INC.

Contract No. 2021-DR0194

Amendment No. 2021-DR0194B



This **AMENDMENT B TO THE SUBRECIPIENT AGREEMENT** ("**AMENDMENT B**") is entered into this 27 day of September, 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 **Fundación Modesto Gotay Pro Personas con Discapacidad Intelectual y del Desarrollo Inc.** ("**Subrecipient**"), a nonprofit corporation with principal offices at 876 Street Km 4.6, Las Cuevas, Trujillo Alto, Puerto Rico, represented herein by its President of the Board of Directors, Héctor M. Boussón García, of legal age, married and resident of Trujillo Alto, Puerto Rico; collectively the "**Parties**".

**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on May 4, 2021, the PRDOH and the Subrecipient executed a Subrecipient Agreement, registered as Contract Number **2021-DR0194** ("**Agreement**"), for **TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00)**, for the Subrecipient to undertake its activities under the **Social Interest Housing Program** ("**Program**"). The Parties agreed on a performance period of **two (2) years** from the day of the execution of the Agreement, ending on **May 4, 2023**.

**WHEREAS**, on May 4, 2023, the Parties executed the **AMENDMENT A**, registered as Contract Number **2021-DR0194A** ("**AMENDMENT A**"), to modify **Exhibit B** (Timeline and Performance Goals), to include updated versions of **Exhibit F** (HUD General Provisions) and **Exhibit H** (Subrogation and Assignment Provisions), and add the **Exhibit J** (Non-Conflict of Interest Certification). Also, through **AMENDMENT A**, the performance period of the Agreement was modified to **thirty-six (36) months** from the date of its execution. Consequently, the End Term of the Agreement was changed to **May 4, 2024**. Nevertheless, the Total Authorized Budget of the Agreement remained unchanged.

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

HB  
HB  
WRR  
WRR

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

**WHEREAS**, as stated via Sworn Statement dated August 11, 2023, Héctor M. Boussón García is authorized to sign and enter into this **AMENDMENT B** with the PRDOH in behalf of the Subrecipient, and by signing this **AMENDMENT B**, the Subrecipient assures PRDOH that it 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 B** subject to the following:

## **II. TERMS AND CONDITIONS**

### **A. SAVINGS CLAUSE**

The information included in this **AMENDMENT B** 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 B**. 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 B** principally entails modifications to the **Exhibit C** (Key Personnel) and **Exhibit D** (Budget) of the Agreement, in order to achieve all the project activities and Program closeout.

All other provisions of the original Agreement, including the end term of the Agreement and the total authorized budget amount remain unaltered.

### **C. AMENDMENTS**

- a. **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 I**).

**Section I. Personnel Breakdown** of the exhibit is being modified, removed from the exhibit, and incorporated into **Exhibit D** (Budget).

**Section II. Roles Description** of the original **Exhibit C** is being modified as well. The aforementioned section is being renumbered as Section I of the exhibit. Moreover, a new role and description is being incorporated into that section, namely, the **Project Manager**.

- b. **Exhibit D** (Budget) of the Agreement is being replaced by an updated version of **Exhibit D** (Budget), hereto incorporated by reference into the Agreement. (See **Attachment II**). The aforementioned exhibit is being modified as follows:

The amended personnel breakdown, which includes the new Project Manager position, is being incorporated as paragraph two (2) of the exhibit under the name of **Distribution of Subrecipient Self-Performed Services**.

Moreover, the **Distribution of Authorized Maximum Budget** table of the exhibit is being renumbered and placed in paragraph three (3) of the exhibit. The budgeted amounts for the three (3) different items of the table are being redistributed without exceeding the Total Authorized Budget of the Agreement (\$2,500,000.00).

HB  
HB  
WDRR  
WDRR

### III. SEVERABILITY

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

### IV. SECTION HEADINGS AND SUBHEADINGS

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

### V. COMPTROLLER REGISTRY

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

### 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 concerning 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 B**. (See **Attachment III**).

**[SIGNATURES ON THE FOLLOWING PAGE]**

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

Hb  
Hb  
WRR  
WRR

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

By: William O. Rodríguez Rodríguez  
William O. Rodríguez Rodríguez (Sep 27, 2023 18:26 EDT)  
Name: William O. Rodríguez Rodríguez  
Title: Secretary

**FUNDACIÓN MODESTO GOTAY PRO PERSONAS CON  
DISCAPACIDAD INTELECTUAL Y DEL DESARROLLO INC.  
Subrecipient**

By: Héctor M. Boussón  
Héctor M Boussón (Sep 27, 2023 13:28 EDT)  
Name: Héctor M. Boussón García  
Title: President of the Board of Directors



HB  
HB

WORR  
WORR

**EXHIBIT C**

**KEY PERSONNEL**

**SOCIAL INTEREST HOUSING PROGRAM**

**FUNDACIÓN MODESTO GOTAY PRO PERSONAS CON DISCAPACIDAD INTELECTUAL Y DEL DESARROLLO INC.**

Below is the Staffing Plan for Fundación Modesto Gotay, Inc. which reflects a combination of existing employees or new hired employees dedicated for the **CDBG-DR SIH Program**.

**I. Roles Description:**

Role	Description
Executive Director	Subrecipient's key member is responsible of the organization actions for the delivery of the CDBG-DR approved project. Shall act as the main Point of Contact for PRDOH or designees, unless otherwise stated. Position is expected to provide strategic planning, work with the board of directors, and steering the organization and managing its operation within budget. Should have the ability on building an effective team of leaders, manage, provide guidance and coaching to other key personnel. Must ensure adherence of the organizations' daily activities and long-term plans to established policies and legal guidelines. Shall review reports by subordinate managers to acquire understanding of the organization's financial and non-financial positions. Shall be willing to learn knowledge of regulatory and statutory compliance requirements for CDBG-DR like mandatory training and participating in the capacity building sessions, so that the subrecipient can fully comply with federal requirements and PRDOH. Must address other responsibilities that may arise during project implementation, for example, all procurement packages, etc.
Financial Oversight	Subrecipient's key member oversees all financial aspects of the NGO, which includes but not limited to, task(s) like annual budget approval, financial health evaluations, staff payroll and ensure the organization follows financial rules. Must possess or develop knowledge of regulatory and statutory compliance requirements for CDBG-DR, SIH Program and PRDOH. These compliance requirements are mandatory training and building sessions such as modules to develop internal controls and implementation and monitoring procedure to ensure the effectiveness of internal

HB  
Hb

WDRR  
WDRR

Role	Description
	protocols. Additional modules introduce the roles and responsibilities of subrecipients, applicable systems to manage CDBG-DR Program data, management and reporting of citizen complaints, and Protection of Personally Identifiable Information. Other responsibilities are the development of the projects budget cost, oversee all invoices and must be willing to learn the PRDOH Financial Management System in order to upload all required documentation to achieve CDBG-DR funds disbursements.
Project Manager	Subrecipients key member is the Point of Contact between the project's implementation and the Executive Manager. Lead coordination and control over execution of approved project(s) activities. Assists in the coordination and reporting overall and in specific project(s) activities. Monitors project status 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 and recommends corrective action and/or performance plan for underperforming team members, subcontractors, vendors, or other staff. Leads and coordinates the implementation of change management, risk management, and quality assurance. Leads and approves project(s) monitoring activities to prepare and submits reports as required by the PRDOH. Leads, coordinate, and facilitate all necessary high profile, program-wide public presentations, and meetings, subrecipient meetings, and government or non-government stakeholders' meetings. Organizes the selected personnel and subcontractors. Coordinates, supports, and analyzes performance measurement of subrecipient's staff and contractors, and reports results in coordination with PRDOH. Maintains a complete understanding of all applicable CDBG-DR Program's policies, requirements, procedures, and guidelines; identifies and promotes all necessary corrective actions. Coordinates documentation submissions for approved project(s). Tracks and reports status and performance of approved project(s). Provides, coordinates, or manages technical assistance to technical team (e.g., consultants and employees performing technical work to develop the project). Reviews and recommends for payment, the invoices related to professional services, certifications for payment and construction change orders. Provides solutions to the unforeseen conditions and reduce contract modifications. Monitors and prepares progress reports to communicate the status of work, pending matters, and the budgetary situation of the project(s). Identifies, communicates, and resolves delays or situations that affect the scope, budget, or schedule of the project(s). Establishes, prioritizes, and enforces production and performance goals in alignment with Program priorities and objectives. Leads the coordination and control over

HB  
Hb  
WDRR  
WDRR

Role	Description
	execution of all Program activities. Leads the management of project development of the Project Application through necessary planning, design, construction, and closure of the project. Monitors compliance with applicable regulations, laws, safety codes, standards, policies, management of program resources, including permit(s), environmental laws, and current procedures applicable to the development of construction project as mentioned in the SIH Program Guidelines. Delivers staff listed in Exhibit C promptly, to support Program demands, which may increase or decrease as needed and can change throughout the Program life cycle. Always ensure enough staff to support timely and efficient Program operations. Establishes, communicates, and enforces standard, efficient, and streamlined processes and strategies to support delivery of Program goals, risk management, quality assurance, and change management; engage in total quality management practices to regularly evaluate effectiveness of established processes and implement change when needed.

II. Notes:

1. Positions Title names, in section one (I), are generic names assumed to designate the minimum roles to the Subrecipient's staff, therefore these positions may not necessarily coincide to current positions within Subrecipient's roster of employees and must be procured in order to achieve project completion.
2. Subrecipient will request authorization before any staff performs any work for the CDBG-DR Program, the request shall be completed submitting a standard form provided by PRDOH. Failure to obtain staff authorization form PRDOH will result in payroll payment deduction for each unauthorized staff.
3. Subrecipient may use one or more of its employees for each of the approved staff positions, therefore the maximum budget shall consider the summary of payroll cost for employees authorized for the position, which in summary is a full-time equivalent expectation.
4. Subrecipient may recruit new employees to fill-in staff positions included in section one (I) that are not occupied at the start date of this agreement.
5. Subrecipient shall require to each staff position daily time entry reports with a description of work performed during the report period.
6. Personnel Breakdown, shown in section one (I) in columns; Unit Price and Max. Monthly Cost, represent the total budget authorized for Subrecipient's personnel working as a staff position for the CDBG-DR Program.
7. The Staff Position Maximum Budget shall be considered as the total authorized budget for the term of the agreement for each Subrecipient's staff position.
8. After this agreement is executed, the Subrecipient may request in writing an amendment to modify the distribution of budgeted amounts for any of the positions.

HB  
HB  
WDRR  
WDRR

9. The total authorized available budget for all Subrecipient's staff positions will be established in **Exhibit D – (Budget)** of this agreement. The specific amount will be indicated in item described as "Subrecipient Self-Performed Services".

**END OF DOCUMENT**



HB  
Hb

WRR  
WRR

EXHIBIT D - BUDGET

SOCIAL INTEREST HOUSING PROGRAM

FUNDACIÓN MODESTO GOTAY PRO PERSONAS CON DISCAPACIDAD INTELECTUAL Y DEL DESARROLLO INC.

1. Total Allocation and Authorized Budget
- a) The Puerto Rico Department of Housing (PRDOH) designated to the Fundación Modesto Gotay, Inc. (the "Subrecipient") a total allocation amount of **two million five hundred thousand dollars (\$2,500,000.00)** for the Social Interest Housing (SIH) Program.
2. Distribution of Subrecipient Self-Performed Services
- a) The maximum authorized budget for all Subrecipient's staff positions established in **Exhibit C – (Key Personnel)** and the specific amount will be distributed according to the following personnel breakdown:

Position Titles	FTE	Unit Price	Estimated Monthly Cost*
Executive Director	.16	—	—
Financial Oversight	.16	\$18.75	\$ 487.50
Project Manager	.56	\$53.83	\$ 4,844.70
Total Max. Monthly Cost			\$ 5,332.20

*\*Estimated hours. Actual hours subject to change based on Program volume not to exceed 173 hrs. per position per month nor the Total Max. Monthly Cost.*

3. Distribution of Authorized Maximum Budget
- a) The maximum budget amount shall be distributed in the following **three (3)** items:

Item Id	Item Name:	Maximum Authorized Budget
1	Subrecipient Self-Performed Services**	\$ 68,496.00
2	Professional Services (Contracted)	\$ 345,600.00
3	Construction Services (Contracted)	\$ 2,085,904.00
Total Authorized Budget:		\$ 2,500,000.00

*\*\* Maximum Authorized Budget for Subrecipient Self-Performed Services established for budgetary purposes only.*

HB  
HB

WRR  
WRR

#### **4. Budget Re-Distribution**

- a) The Subrecipient may request in writing to the PRDOH a re-distribution of the Maximum Authorized Budgets shown below without exceeding the Total Authorized Budget in the award notice.
- 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 redistribution cannot be considered as authorized.
- c) This re-distribution of funds as described here shall be considered binding and will not require an amendment to this SRA.

**END OF DOCUMENT**



Hb  
Hb

WRR  
WRR

**EXHIBIT J**  
**NON-CONFLICT OF INTEREST CERTIFICATION**  
**SOCIAL INTEREST HOUSING PROGRAM**  
**FUNDACIÓN MODESTO GOTAY PRO PERSONAS CON**  
**DISCAPACIDAD INTELECTUAL Y DEL DESARROLLO INC.**

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."

Héctor M. Boussón  
Héctor M Boussón (Sep 27, 2023 13:28 EDT)

Signature

Héctor M. Boussón García  
Printed Name

27 de septiembre de 2023

Date  
President of the Board of Directors  
Fundación Modesto Gotay Pro Personas con  
Discapacidad Intelectual y del  
Desarrollo Inc.  
Position