



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

AMENDMENT C TO THE SUBRECIPIENT AGREEMENT  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
HOGAR DE AYUDA EL REFUGIO INC.  
Contract No. 2021-DR0195  
Amendment No. 2021-DR0195C



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This **AMENDMENT C TO THE SUBRECIPIENT AGREEMENT** ("**AMENDMENT C**") is entered into this 12 day of October, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** ("**PRDOH**"), a public agency of the Government of Puerto Rico created under Act No. 97, of June 10, 1972, as amended, 3 LPRA § 441 *et seq.*, known as the "**Department of Housing Organic Act**" ("**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 **Hogar de Ayuda El Refugio Inc.** ("**Subrecipient**"), a non-profit organization, with principal offices at Guaynabo, Puerto Rico, represented herein by its Executive Director, María Ramos Andino, of legal age, single, and resident of Bayamón, Puerto Rico, collectively the "**Parties**".

**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on May 4, 2021, the Parties executed a Subrecipient Agreement registered as Contract Number **2021-DR0195** ("**Agreement**") for the amount of **TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00)** for the Subrecipient to undertake its activities under the **Social Interest Housing Program** ("**SIH**" or "**Program**"). The Parties agreed on a performance period of **two (2) years** from the execution of the Agreement, ending on **May 4, 2023**.

**WHEREAS**, on July 21, 2022, the Parties executed the **AMENDMENT A**, registered as Contract Number **2021-DR0195A** ("**AMENDMENT A**"), to modify **Exhibit B** (Timeline and Performance Goals) and to include updated versions of **Exhibit F** (HUD General Provisions), and **Exhibit H** (Subrogation and Assignment Provisions). Also, through **AMENDMENT A**, the performance period of the Agreement was modified to **thirty (30) months** from the date of the execution of the Agreement. Consequently, the End Term of the Agreement was changed to **November 4, 2023**. Nevertheless, the Total Authorized Budget of the Agreement remained unchanged.

**WHEREAS**, on July 14, 2023, the Parties executed the **AMENDMENT B**, registered as Contract Number **2021-DR0195B** ("**AMENDMENT B**"), entailed a six (6) months extension of the performance period of the Agreement. Therefore, the performance period was modified to thirty-six (36) months from the date of the execution of the Agreement. Consequently, the End Term of the Agreement was changed to **May 4, 2024**. However, the total authorized budget remained unchanged. Also, **AMENDMENT B** modified the **Exhibit B** (Timeline and Performance Goals) of the Agreement and incorporated updated versions of the **Exhibit F** (HUD General Provisions) and **Exhibit H** (Subrogation and Assignment Provisions). Several terms and conditions of the Agreement were updated as well.

**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

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amendment shall not invalidate the Agreement, nor release the Parties from their obligations under the Agreement.

**WHEREAS**, this **AMENDMENT C** does not constitute an extinctive novation of the obligations of the parties under the Agreement.

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

**WHEREAS**, the Subrecipient duly adopted the Corporate Resolution of the Board of Directors dated June 21, 2023, authorizing the Subrecipient, via its Executive Director, María Ramos Andino, 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 Parties 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

In order to achieve the Program goals and to ensure all the CDBG-DR funding allocated to the Subrecipient is used its fullest, the Parties agreed on the need to amend the Agreement.

This **AMENDMENT C** incorporated by reference into the Agreement amended versions of **Exhibit C** (Key Personnel) and **Exhibit D** (Budget).

Notwithstanding the modifications, the Total Authorized Budget and End Date of the Agreement remain unchanged.

### C. AMENDMENTS

- a. **Exhibit C** (Key Personnel) of the Agreement is being replaced by an updated version, hereto incorporated by reference into the Agreement (See **Attachment I**), which includes the following modifications:
  - **Exhibit C** (Key Personnel) is being modified to remove the *Personnel Breakdown* table that enlisted the position Titles and salaries. The table is being transferred to the **Exhibit D** (Budget) including a revised budget redistribution.
  - The *Roles Description* table, formerly Section II of the **Exhibit C** (Key Personnel), is being renumbered as Section I. The table is being modified by deleting the *Accountant Assistant* position and including two new positions and role descriptions (*Executive Director* and *Project Manager*).
- b. **Exhibit D** (Budget) of the Agreement is being replaced by an updated version, hereto incorporated by reference into the Agreement (See **Attachment II**), which includes the following modifications:

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- Section 2 of the **Exhibit D** (Budget) is being renamed as *Distribution of Subrecipient Self-Performed Services*. Said section is being modified as well to incorporate the *Personnel Breakdown* table with the current position titles and estimated monthly costs for those positions.
- The *Distribution of Authorized Maximum Budget* table, formerly Section 2 of the **Exhibit D** (Budget), is being renumbered as Section 3. The table is being modified to show the current distribution of funds among the different budget items.

### III. SEVERABILITY

If any provision of this **AMENDMENT C** is held invalid, the remainder of **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, 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 C**. (See **Attachment III**).

[SIGNATURES ON THE FOLLOWING PAGE.]

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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 (Oct 12, 2023 18:08 EDT)  
Name: William O. Rodríguez Rodríguez  
Title: Secretary

**HOGAR DE AYUDA EL REFUGIO INC.**  
**Subrecipient**

By: Maria Ramos  
María Ramos (Oct 12, 2023 10:12 EDT)  
Name: María Ramos Andino  
Title: Executive Director

EXHIBIT C

KEY PERSONNEL

SOCIAL INTEREST HOUSING PROGRAM

HOGAR DE AYUDA EL REFUGIO INC.

Below is the Staffing Plan for the CDBG-DR **Social Interest Housing (SIH) Program** which reflects a combination existing employees or new hired employees dedicated for the CDBG-DR SIH Program.

I. Roles Description:

Role	Description
Accountant	Subrecipient's key members oversee 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 regulator/ 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 procedures to ensure the effectiveness of internal 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.
Executive Director	Is responsible for the organization actions for the delivery of the CDBG-DR approved project. Shall act as the main point of contact for PRDOH or delegate, 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 to build an effective team of leaders, manage, provide

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Role	Description
	guidance and coaching to other key personnel. Must ensure adherence of the organization's daily activity and long-term plans to established policies and legal guidelines. Shall be reviewed by subordinate managers to acquire an understanding of the organization's financial and non-financial positions. Shall be willing to acknowledge 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.
Project Manager	Act as Point of Contact between the project's implementation and Subrecipient. Lead coordination and control over execution of approved project(s) activities. Assist in coordination and report overall and specific project(s) activities. Monitor project status and control team performance (including all staff and vendors under the subrecipients direct and indirect supervision) in accordance with established performance goals, regulatory compliance, and quality standards and recommend corrective action and/or performance plan for underperforming team members, subcontractors, vendors, or other staff. Lead and coordinate the implementation of change management, risk management, and quality assurance. Lead and approve project(s) monitoring activities to prepare and present reports as required by the PRDOH. Lead, coordinate, and facilitate all necessary high profile, program-wide public presentations, and meetings, subrecipient meetings, and government or non-government stakeholders' meetings. Organize the selected personnel and subcontractors. Coordinate, support, and analyze performance measurement of subrecipients and contractors, and report results in coordination with PRDOH to subrecipient. Maintain a complete understanding of all applicable CDBG-DR Program's policies, requirements, procedures, and guidelines; and identify/ promote all necessary corrective actions. Coordinate documentation submissions for approved project(s). Track and report status and performance of approved project(s). Provide, coordinate, or manage technical assistance to technical team (e.g., consultants and employees performing technical work to develop project). Review and recommend for payment, the invoices related to professional services certifications for payment and construction change orders. Provide solutions to unforeseen conditions and reduce contract modifications.

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Role	Description
	Monitor and prepare progress reports to communicate the status of work, pending matters, and the budgetary situation of the project(s). Identify, communicate, and resolve delays or situations that affect the scope, budget, or schedule of the project(s). Establish, prioritize, and enforce production and performance goals in alignment with Program priorities and objectives. Lead coordination and control over execution of all Program activities. Lead the management of project development from each Project Application through necessary planning, design, construction, and closure of the project. Monitor 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. Deliver 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. Establish, communicate, and enforce 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. Processes may be subject to PRDOH review and approval.

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. The subrecipient shall require to each staff position daily time entry reports with a description of work performed during the report period.

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6. 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.
7. 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.
8. 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 the item described as "Subrecipient Self-Performed Services".

**END OF DOCUMENT**

ATTACHMENT II

EXHIBIT D

BUDGET

SOCIAL INTEREST HOUSING PROGRAM

HOGAR DE AYUDA EL REFUGIO INC.

1. Total Allocation and Authorized Budget
- a) The Puerto Rico Department of Housing (PRDOH) designated to Hogar de Ayuda El Refugio, Inc. ("the Subrecipient") a total allocation amount of **two million five hundred thousand dollars and cero cents (\$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*
Accountant	1	\$50.00	\$2,125.00
Executive Director	1	\$50.00	\$2,125.00
Project Manager	1	\$50.00	\$3,844.75
Total Max. Monthly Cost			\$8,094.75

*\*Based on estimated hours. Actual hours subject to change based on Program volume not to exceed 173 hrs. per position per month.*

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	\$89,042.00
2	Professional Services	\$310,958.00
3	Construction	\$2,100,000.00
Total Authorized Budget:		\$2,500,000.00

#### 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**

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ATTACHMENT III

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**NON-CONFLICT OF INTEREST CERTIFICATION**  
**SOCIAL INTEREST HOUSING PROGRAM**  
**HOGAR DE AYUDA EL REFUGIO 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."

Maria Ramos  
Maria Ramos (Oct 12, 2023 10:12 EDT)  
Signature

10/12/2023  
Date

Maria Ramos Andino  
Printed Name

Executive Director  
Position