



**COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION (CDBG-MIT)
HAZARD MITIGATION GRANT PROGRAM - GLOBAL MATCH STRATEGY**

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**AMENDMENT A TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
PUERTO RICO DEPARTMENT OF HEALTH
Contract No. 2023-DR0107
Amendment No. 2023-DR0107A**



This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT ("AMENDMENT A")** is entered into this 16 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 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 **Puerto Rico Department of Health ("Subrecipient")**, a public agency created under Act. No. 81 of March 14, 1912, as amended, 3 LPRA § 171 *et seq.*, known as the "Department of Health Organic Act", with principal offices at Centro Médico Norte Calle Periferical Interior, Bo. Monacillos Río Piedras, Puerto Rico, represented herein by its Acting Secretary, Félix Rodríguez Schmidt, of legal age, married, a medical doctor, and resident of San Juan, Puerto Rico; collectively the "Parties".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on April 18, 2023, the PRDOH and the Subrecipient executed a Subrecipient Agreement, Contract Number **2023-DR0107 ("Agreement")**, for **ONE MILLION THREE HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED DOLLARS (\$1,399,800.00)** under the Hazard Mitigation Grant Program Set-Aside - Global Match Strategy (**HMGP-MIT Program**). The Parties agreed on a performance period of **forty-eight (48) months** from the date of the execution of the Agreement ending on **April 18, 2027**.

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 A** 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-MIT Program, and the current Action Plan, to enter into this **AMENDMENT A**.

WHEREAS, in accordance with its enabling statute, Act No. 81-1912, as amended, 3 LPRA sec. 171 *et seq.*, the Subrecipient has the legal power and authority to enter into this **AMENDMENT A**; and by signing this **AMENDMENT A** the Subrecipient assures PRDOH, that the 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 A** subject to the following:

II. TERMS AND CONDITIONS

A. SAVINGS CLAUSE

The information included in this **AMENDMENT A** 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 A**. All other provisions of the original Agreement, including its exhibits, shall continue to be in full force and effect.

B. SCOPE OF THE AMENDMENT

The focus of the HMGP-MIT Program is to complement the existing mitigation programs currently administered by the Federal Emergency Management Agency (FEMA). PRDOH works in partnership with the Central Office for Recovery, Reconstruction and Resiliency (COR3) and the State Hazard Mitigation Officer (SHMO) to coordinate efforts to administer the implementation and programmatic oversight of the projects included under the Agreement.

To achieve the Program goals, the Parties agreed to amend and increase the available Budget for Project PR-0005: Lajas and Rio Grande Diagnostic and Treatment Center Emergency Generators from one million three hundred ninety-nine thousand eight hundred dollars (\$1,399,800.00) to **ONE MILLION SEVEN HUNDRED SIXTY-EIGHT THOUSAND DOLLARS (\$1,768,000.00)**. To accommodate the aforementioned budget increase, modified versions of **Exhibit C** (Budget) and **Exhibit D** (Funds Certification) are being incorporated by reference into the Agreement through this **AMENDMENT A**. Also, **Section I. GENERAL AWARD INFORMATION** table of the Agreement is being modified to reflect the budget modification. Moreover, an updated version of **Section XV. FORCE MAJEURE** is being incorporated by reference into the Agreement as well via this **AMENDMENT A**.

All other provisions of the original Agreement, including the End Term of the Agreement, remain unaltered.

C. AMENDMENTS

- a. The Parties agree to amend the **GENERAL AWARD INFORMATION** table in **Section I** of the Agreement as follows:

CDBG- MIT Grantee Federal Award Identification Number:	B-18-DP-72-0002
CDBG-MIT Grantee Federal Award Date:	May 12, 2021
CDBG-MIT Grantee Unique Identifier:	Unique Entity ID: FFMUBT6WCM1
Federal Award project description:	See Exhibit A ("Scope of Work")
Subrecipient Contact Information:	Dr. Carlos Mellado López Secretary of the Department of Health Puerto Rico Department of Health Centro Médico Norte, Periferal Anterior Bo. Monacillos San Juan, Puerto Rico, 00936
Subrecipient Unique Identifier:	Unique Entity ID #: NMLEHM4JTN15


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Subaward Period of Performance:	Start Date: Effective Date, as defined in Section V of the Agreement, as amended. End Date: April 18, 2027
Funds Certification:	Dated: January 17, 2023. Authorized Amount: \$1,399,800.00 Funds Allocation: CDBG-MIT "miti05hmg-doh-lm" CDBG-MIT "miti05hmg-doh-un" Account Number: 6090-01-000 See Exhibit D ("Funds Certification")
	Dated: September 26, 2023 Increase of Funds: \$368,200.00 Funds Allocation: CDBG-MIT "miti05hmg-doh-lm" CDBG-MIT "miti05hmg-doh-un" Account Number: 6090-01-000 Authorized Amount: \$1,768,000.00 See Exhibit D-I ("Funds Certification")

b. The Parties agree to amend **Section XV. 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.

c. **Exhibit C** (Budget) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement (See **Attachment I**). The updated version incorporates the aforementioned budget increase to \$1,768,000.00 allocated for Project PR-0005.

d. **Exhibit D-I** (Funds Certification) is being incorporated by reference into the Agreement to show the budget increase (See **Attachment II**).


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III. SEVERABILITY

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

IV. SECTION HEADINGS AND SUBHEADINGS

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

V. COMPTROLLER REGISTRY

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

[SIGNATURES IN THE FOLLOWING PAGE.]


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


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

By: *William O. Rodríguez Rodríguez*
William O. Rodríguez Rodríguez (Oct 16, 2023 09:45 EDT)

Name: William O. Rodríguez Rodríguez

Title: Secretary

**PUERTO RICO DEPARTMENT OF HEALTH
Subrecipient**

By: 

Name: Félix Rodríguez Schmidt

Title: Acting Secretary of the Department of Health



EXHIBIT C

BUDGET

HAZARD MITIGATION GRANT PROGRAM

PR DEPARTMENT OF HEALTH

DESCRIPTION OF SERVICES

The PRDOH Hazard Mitigation Grant Program (**HMGP-MIT**) will provide a budget of **one million seven hundred sixty-eight thousand dollars (\$1,768,000.00)** for activities in this SRA, dedicated towards facilitating a drawdown of CDBG-MIT funds for payment of the selected Global Match Projects approved under the FEMA Hazard Mitigation Grant Program (**HMGP-FEMA**), as listed in the table below.

The HMGP-MIT will utilize data provided by FEMA, COR3 and the Subrecipient for the HMGP-FEMA Program to determine HUD eligibility, creating a project file with sufficient supporting documentation that will allow PRDOH to submit a request for CDBG-MIT funds.

Activity Delivery Costs – No Activity Delivery costs are to be incurred by the Subrecipient under this SRA.


Planning – No Planning costs are to be incurred by the Subrecipient under this SRA.

Project Costs – the Subrecipient and PRDOH have agreed that **one million seven hundred sixty-eight thousand dollars (\$1,768,000.00)** of the CDBG-MIT funds requested for the HMGP-MIT will be directed toward Project Costs and considered as the budget for this SRA. Project Costs will be used under the Global Match approach for the project's current funding requirement, as agreed upon by COR3 (**SHMO**) and PRDOH.

Administrative Costs – No Administrative costs are to be incurred by the Subrecipient under this SRA.

Outside of the Subrecipient's assistance to PRDOH through its scope of services in the form of additional documentation required, PRDOH will perform all eligibility reviews. PRDOH will also obtain and collect required documentation from FEMA, COR3 data sources and the Subrecipient for the eligibility review. PRDOH also has the primary responsibility to engage with the Subrecipient in the Program and to provide Technical Assistance (**TA**).

The following table provides current totals for all of the Subrecipient's CDBG-MIT Global Match budget for each approved HMGP projects:


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Project Number (1)	Project Description	Global Match	Total Estimated Project Amount	FEMA Potential Allocation (Estimated)	HMGP-MIT Potential Allocation (Estimated) (2)	HMGP-MIT Allocated Amount (Estimated) (3)
PR-0005	Lajas and Rio Grande Diagnostic and Treatment Center Emergency Generators	Yes	\$1,768,000.00	\$0.00	\$1,768,000.00	\$1,768,000.00
						\$1,768,000.00

Notes on budget:

- (1) HMGP Project Numbers included in this table are representative of the HMGP Projects for which the budget allocation was based on and should not be interpreted as a definitive list of HMGP Project Numbers to receive disbursement under this SRA. Additional HMGP Projects may receive match disbursement, as needed by the Subrecipient, the Program, or the PRDOH. Changes to the HMGP Projects listed may be reconciled through subsequent amendments to this SRA.
- (2) "HMGP-MIT Potential Allocation (Estimated)" represents the current maximum HMGP-MIT funding corresponding to each HMGP Project currently approved by FEMA for the Global Match methodology. The amount included should not be interpreted as a capped cost for disbursement under a specific Project. The HMGP-MIT Allocated Amount (Estimated) under this SRA shall be based on the actual needs of each Project, which may be affected by changes in project formulation, modification, approval or revisions made by FEMA. Changes to the HMGP-MIT Potential Allocation (Estimated) listed may be reconciled through subsequent Amendments to this SRA.
- (3) "HMGP-MIT Allocated Amount (Estimated)" is the amount allocated under this SRA as supported by the HMGP-MIT Potential Allocation (Estimated) amount for HMGP Projects included in this table. This amount is the total sum of HMGP-MIT funding for each Project. This amount should not be interpreted as a capped cost for disbursement under any specific Project, or the sum of any particular group of HMGP Projects. This allocation may be based on the Program's budget availability, Program or individual project needs, or any other parameter considered by the Program. Disbursement shall be based on the actual needs of each Project, which may be affected by changes in project formulation, modification, approval or revisions made by FEMA. Changes to the HMGP-MIT Allocated Amount (Estimated) listed may be reconciled through subsequent Amendments to this SRA.

END OF DOCUMENT

ATTACHMENT II EXHIBIT D-I



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Contract Code: 4722-a
Type: Change Order A_V2
Original Registered Code: 2023-DR0107

CERTIFICATION OF FUNDS

Requested on behalf: CDBG-DR Director

The Finance Division certifies the availability of the following funds:

Contracting Of: Puerto Rico Department of Health
Source of Funds: 14.228 CDBG Funds
For: Amendment A to 2023-DR0107 (HMGP-MIT)
Amount: \$368,200.00

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

Grant	Area / Project	Activity Code	Category Description	Account	Amount
B-18-DP-72-0002		miti05hmg-doh-lm	I - Program Subsidy	6090-01-000	\$184,100.00
B-18-DP-72-0002		miti05hmg-doh-un	I - Program Subsidy	6090-01-000	\$184,100.00
					\$368,200.00

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 - 09/26/2023
Electronic Approval
Budget Manager

Nilda Baez Signed Date - 09/26/2023
Electronic Approval
Finance Director

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

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



**NON-CONFLICT OF INTEREST CERTIFICATION
HAZARD MITIGATION GRANT PROGRAM
PR DEPARTMENT OF HEALTH**

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

10/13/2023

Date

Félix Rodríguez Schmidt

Printed Name

**Acting Secretary of the Department
of Health**

Position