

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

# AMENDMENT B to the SUBRECIPIENT AGREEMENT BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING AND

PUERTO RICO SCIENCE, TECHNOLOGY AND RESEARCH TRUST

Contract No. 2022-DR0071 Amendment No. 2022-DR0071B



This AMENDMENT B TO THE SUBRECIPIENT AGREEMENT ("AMENDMENT B") is entered into this 31 day of October, 2023, by and between the PUERTO RICO DEPARTMENT OF HOUSING (the "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" (the "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 PUERTO RICO SCIENCE, TECHNOLOGY AND RESEARCH TRUST ("SUBRECIPIENT"), a not for profit entity, with principal offices at 105 Carr. #21, Km .08, Barrio Monacillo, San Juan, Puerto Rico 00927, represented herein by its General Counsel and Administrator, Doira Díaz Rivera, of legal age, single, and resident of San Juan, Puerto Rico, collectively the "Parties".

### I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on July 28, 2021, the Parties executed a Subrecipient Agreement ("Agreement"), Contract Number 2022-DR0071 for ONE MILLION THREE HUNDRED TWENTY-ONE THOUSAND THREE HUNDRED EIGHT DOLLARS (\$1,321,308.00) for a period of performance of two (2) years ending in July 28, 2023, for the SUBRECIPIENT to undertake activities under the Workforce Training Program ("PROGRAM");

WHEREAS, on July 28, 2023, the Parties executed Amendment A ("Amendment A"), Contract Number 2022-DR0071A. Amendment A incorporated modifications to Exhibit A (Scope of Work), Exhibit B (Timeliness and Performance Goals), Exhibit C (Key Personnel), Exhibit D (Budget), Exhibit F (HUD General Provisions and Other Federal Statutes, Regulations and PRDOH Requirements), and Exhibit G (Subrogation and Assignment Provisions) of the Agreement. A new Exhibit I (Non-Conflict of Interest) was also incorporated by reference into the Agreement. Several sections of the Agreement were updated or newly incorporated by reference into the Agreement as well. Moreover, the amendment did not affect the total authorized budget but extended the END TERM of the Agreement to October 31, 2023.

**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** is not intended to affect, nor does it constitute an extinctive novation of the obligations of the Parties under the Agreement;

www



**WHEREAS**, the PRDOH has the legal power and authority, in accordance with its enabling statute, the Organic Act, as amended, *supra*, the federal laws and regulations creating and allocating funds to the CDBG-DR program, and the current Action Plan, to issue and award the subaward, enter and perform under the executed Agreement;

WHEREAS, the SUBRECIPIENT has duly adopted the Resolution dated October 27, 2023, authorizing the SUBRECIPIENT (via its Authorized Representative, Doira Díaz Rivera) to enter into activities such as this AMENDMENT B with the PRDOH, 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 in the Agreement, the PRDOH and the SUBRECIPIENT agree to execute this **AMENDMENT B** subject to the following:

### **TERMS AND CONDITIONS**

#### II. SAVINGS CLAUSE

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

### III. SCOPE OF THE AMENDMENT

The Parties agreed to extend the End Date of the Agreement for an additional period of nine (9) months, ending on July 31, 2024. The GENERAL AWARD INFORMATION table in Section I of the Agreement and Section V. EFFECTIVE DATE AND TERM of the Agreement are being modified through this AMENDMENT B to accommodate the aforementioned term extension. Additionally, the Parties agreed to modify Exhibit C (Key Personnel) and Exhibit D (Budget) of the Agreement. The total authorized budget of the Agreement remains the same.

### IV. AMENDMENTS

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

CDBG-DR Grantee Federal Award Identification Number:	B-18-DP-72-0001
CDBG-DR Grantee Unique Entity Identifier :	Unique Entity ID #: FFNMUBT6WCM1
CDBG-DR Grantee Federal Award Date:	February 21, 2020
Federal Award project description:	See Exhibit A ("Scope of Work")
Subrecipient Contact Information:	Luz A. Crespo Valentín Chief Executive Officer Puerto Rico Science, Technology and Research Trust PO Box 363475 San Juan, Puerto Rico 00936





Subrecipient Unique Identifier:	Unique Entity ID #: L8TAZ4K6S4L7
Cub average David of	Start Date: Effective Date, as defined in <b>Section</b>
Subaward Period of	<b>V</b> of the Agreement.
Performance:	End Date: July 31, 2024
	Dated: June 1, 2021
	Authorized Amount: \$1,321,308.00
_ , _ , _ , , , , , , , , , , , , , , ,	Funds Allocation: CDBG-DR "r02e17wtp-edc-lm"
Funds Certification:	CDBG-DR "r02e17wtp-edc-un"
	Account Number: 6090-01-000
	See <b>Exhibit E</b> for Funds Certification

b. Section V. EFFECTIVE DATE AND TERM is being amended as follows:

This Agreement shall be in effect and enforceable between the parties from the date of its execution. The performance period of this Agreement ends in **July 31, 2024**.

The end term shall be no later of: (i) July 31, 2024. [...]

[...]

- c. Exhibit C (Key Personnel) of the Agreement is being replaced by a modified Exhibit C (Key Personnel) hereto incorporated by reference into this AMENDMENT B. (See Attachment I). Specifically, Exhibit C (Key Personnel) is being modified as follows:
  - The following position is being eliminated:
    - i. Monitoring and Compliance Specialist
- d. Exhibit D (Budget) of the Agreement is being replaced by a modified Exhibit D (Budget) hereto incorporated by reference into this AMENDMENT B. (See Attachment II). Specifically, the changes in Exhibit D (Budget) are the following:
  - Section 1 to modify the Staffing section:
    - i. **Program Manager** Increase from 24 to 36 months in "Estimated\* Months Needed [B]". As a result of these changes column [E] and [F] will read: \$6,072.50 and \$218,610.00 respectively.
    - ii. Workforce Training Program Coordinator Increase from 24 to 36 months in "Estimated\* Months Needed [B]". As a result of these changes column [E] and [F] will read: \$3,414.48 and \$122,921.28.00 respectively.
    - iii. Staffing section: Edit the last row of the table to read as: "Total Cost for 36 months.".
    - iv. Modify the text at the bottom of the table to read as follows: "\*Estimated amounts may vary depending on the actual need of the Program. Any substantial increase may not be approved if not justified accordingly and approved by PRDOH.
  - Budget -Section 1 to modify the Professional Services section:
    - i. **Cost of Recruitment Activities** eliminated from the Professional Services Section.
  - Budget -Section 1 to modify the Other Operating section:



- i. Data Science Certificate rename to "Data Science Professional".
- ii. **IT Professional** The proposed budget increases from \$24,000.00 to \$64,000.00.
- iii. **Software Professional** The proposed budget increases from \$25,000.00 to \$65,000.00.
- iv. Software 1 Eliminated from the Other Operating Section.
- v. **Software 2** The proposed budget increases from \$29,800.00 to \$132,800.00.
- vi. **Cost of Recruitment Activities** The proposed budget decreases from \$89,520.25 to \$44,753.29.

### V. SEVERABILITY

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

### VI. 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**.

### VII. 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 hereto. 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, pursuant to Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

### VIII. ENTIRE AGREEMENT

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

### IX. FEDERAL FUNDING

mo

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.

### X. COMPLIANCE WITH LAW

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in the Agreement, as amended, should be and is inserted



herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then the Agreement, as amended, shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

### VI. 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**).

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

PUERTO RICO DEPARTMENT OF HOUSING

CDBG-DR Grantee

BV: // ////

Name: William O. Rodríguez Rodrígue

Title: Sec**fe**tary

PUERTO RICO SCIENCE, TECHNOLOGY AND RESEARCH TRUST SUBRECIPIENT

By: Doira Diaz Rivera

By: Doira Díaz Rivera (Oct 31, 2023 11:42 EDT)

Name: Doira Díaz Rivera

Title: General Counsel and Administrator



### DDR

### **ATTACHMENT I**

## EXHIBIT C

### **KEY PERSONNEL**

## WORKFORCE TRAINING PROGRAM PUERTO RICO SCIENCE, TECHNOLOGY AND RESEARCH TRUST

Below is the Staffing Plan for the CDBG-DR **Workforce Training** Program which reflects a combination of existing employees or new hired employees dedicated to the CDBG-DR **Workforce Training** Program.

I.

Roles	FE Count
Project Director	
Program Manager	1
Workforce Training Program Coordinator	1
Education Outreach Coordinator	1
Staff Assistant	1

### II. Roles Description:

Role	Description		
Project Director	The <b>Program Director</b> will be responsible for the direction, official representation, and completion of both programmatic and fiscal components of the program. Duties will include strategic program decision-making, oversight of key deliverables and Key Performance Indicators, budget, contracting, and ensuring key stakeholders are actively engaged in the program. Other responsibilities include official reporting, contract management with grantor organization, official communications,		

Dan

Role	Description
	establishment of operating procedures and program compliance, service delivery measurements, quality of training and participant satisfaction among other responsibilities associated with the project.
Program Manager	The <b>Program Manager</b> ( <b>PM</b> ) will oversee daily program operations by executing the project's work breakdown structure aligned with the Scope of Work. The PM will be tasked with the supervision of the PR-Ready core staff, facilitators, and resources to support completion of the project plan and ensure that Scope of Work, budget and schedules are met successfully. The PM will report directly to the Program Director.
Workforce Training Program Coordinator	The Workforce Training Program Coordinator (WTPC) will be charged with coordination of participant services including outreach, recruitment events, perform participant customer services and others. The WTPC will perform participant on-boarding duties as well screen candidates in compliance with CDBG-DR funding objectives and alignment with the national priority.  The WTPC will act as program registrar and will coordinate all aspects of online and in person trainings for the program. Accountable for ensuring that trainers are completing all required tracking, learning, facilitation, and evaluations, the WTPC will also monitor and report on the effectiveness of training programs and manage the PR-Ready Talent platform through the development of satisfaction surveys, as well as one-on-one interviews with selected participants. WTPC responsibilities include management of the PR-Ready Talent website and communication with potential employers interested in the platform's services.
Education Outreach Coordinator	The <b>Education Outreach Coordinator</b> ( <b>EOC</b> ) will lead official communication and the necessary outreach communications cycle to ensure that key stakeholders are engaged with the program. The CC's duties include print and media outlet coordination; recruitment effort outreach; official

 $\frac{\mathcal{D}\mathcal{DR}}{\text{\tiny DDR}}$ 

Amendment B to the Subrecipient Agreement
Between PRDOH and Puerto Rico Science, Technology and Research Trust
For the Workforce Training Program under CDBG-DR Program Exhibit C: Key Personnel Page 3/3

Role	Description		
	postings and call for submissions in accordance with program schedule. The CC is a seasoned professional in navigating the social media environment for the benefit of program outcomes.		
Staff Assistant	The <b>Staff Assistant</b> ( <b>SA</b> ) will provide support related to clerical duties necessary for the program, as well as serving as PR-Ready's primary contact for customer services. The SA supports training, scheduling training events, as well as ensures participants are provided with the necessary information.		

### **END OF DOCUMENT**





### ATTACHMENT II

DDR

# EXHIBIT D - SECTION 1 BUDGET

### **WORKFORCE TRAINING PROGRAM**

### PUERTO RICO SCIENCE, TECHNOLOGY AND RESEARCH TRUST

### **DESCRIPTION SERVICES**

The **Puerto Rico Science**, **Technology and Research Trust** is a private, 501(c)3 non-profit organization created by law in 2004 to encourage and promote the innovation, transfer, and commercialization of technology, as well as the creation of jobs in the technology sector. The Trust is also responsible for Puerto Rico's public policy for science, technology, research and development and its link to economic growth. Its core mission is to invest, facilitate and build capacity to continually advance Puerto Rico's economy and its citizens' well-being through innovation-driven enterprises, science and technology and its industrial base. With a vision that by 2022 Puerto Rico is a globally recognized innovation hub that develops, attracts, and retains scientists, technology entrepreneurs, and enterprises to unlock world class creativity and competition. Through its eighteen (18) programs that include entrepreneurship, business incubators, emergency response innovation, clinical investigations and most currently STEM Education, the Trust is at the forefront of professional and workforce development in emergent economic sectors through direct contact with over 15,000 in its initiatives.

PR-Ready, the project proposed under the CDBG-DR Workforce Training gran, will develop education and training geared towards primarily under and unemployed individuals across the island. Participants are expected acquire tools that will enhance their employability competencies, as well as develop skills to sustain a well-paying job for self-support and professional mobility in one of the selected emergent economic sectors. PR-Ready will also provide participants with the opportunity to showcase their skills in a professional profile while active in the program's database. In this internet-based website, employers will be able to assess a candidate's qualifications, as well as contact them through a secured connection. The goal is not only to position individuals to achieve middle to high skilled, but also to develop a system where Trust partners and collaborators can source vetted candidates for jobs in each of their industries.

Mrs

### **STAFFING**



Position	Qty. of Resources [A]	Estimated Months Needed [B]	Estimated Hours per month per Resource [C]	Maximum Hourly Rate [D]	Estimated Cc [E=Ax	st	ost for the Program [F=BxE]
Project Director	1	24	35.00	\$73.80	\$	2,583.00	\$ 61,992.00
Program Manager	1	36	173.50	\$35.00	\$	6,072.50	\$ 218,610.00
Workforce Training Program Coordinator	1	36	173.50	\$19.68	\$	3,414.48	\$ 122,921.28
Education Outreach Coordinator	1	24	35.00	\$10.00	\$	350.00	\$ 8,400.00
Staff Assistant	1	24	173.00	\$13.85	\$	2,396.05	\$ 57,505.20
		Total I	Estimated Mo	onthly Cost:	\$	14,816.03	
				Το	tal Cost for 3	36 Months:	\$ 469,428.48

<sup>\*</sup>Estimated amounts may vary depending on the actual need of the Program. Any substantial increase may not be approved if not justified accordingly and approved by PRDOH.

## PROFESSIONAL SERVICES

Services Name	Services Description		Budget	
Geographic Information Systems	Professional Certificate (24hr) / 10 participants per year. Includes GIS Facilitation / Software Licensing / Testing	\$	55,000.00	
Curriculum Specialist	Define coursework learning objectives and content, and assess the quality delivery of those objectives during the project.	\$	30,960.00	
Sign Language Interpreter	Assist deaf individuals understand and take advantage of the program's content and offerings. Tasks will include interpretation duties for recorded courses, on-line and onsite presentations, information sessions and per request by participants.	\$	69,050.00	
	Total Budget for Services to be Contracted:	\$	155,010.00	

## OTHER OPERATING

Item Name	Item Description	Budget
Training Course	Workforce Training Course composed of 16 hours, fundamental for all the participants.	\$ 25,000.00
Professional License	Drone pilot (FAA 107) license composed of 24 hours for the program participants.	\$ 18,000.00
Data Science Professional	Data Science Certificate composed of 40 hours for the program participants.	\$ 5,000.00
IT Professional	IT Support Specialist certificate composed of 80 hours for the program participants.	\$ 64,000.00
Productivity Professional	Productivity Specialist certificate composed of 80 hours for the program participants.	\$ 24,000.00
Software Professional	Software Development certificate composed of 80 hours for the program participants.	\$ 65,000.00
Information & Cybersecurity Professional	Information & Cybersecurity certificate composed of 80 hours for the program participants.	\$ 35,000.00
Community Telehealth Professional	Community Telehealth worker certificate composed of 135 hours for the program participants.	\$ 22,500.00

ne

Between PRDOH and the Puerto Rico Science, Technology and Research Trust under CDBG-DR Program
Exhibit D – Section 1: Budget

Page 3/3



Community Health Professional	Community Health Worker certificate composed of 80 hours for the program participants.	\$	18,000.00
Clinical Research Manager Professional	Clinical Research Manager certificate composed of 80 hours for the program participants.	\$	37,500.00
Manufacturing Professional	Manufacturing Fundamentals certificate composed of 24 hours for the program participants.	\$	24,000.00
Software 2	Talent job-placement support platform to connect program certified participants with prospective employers.	\$	132,800.00
Cost of Recruitment Activities	Program advertisements in print and digital media; includes on- site information sessions and other outreach activities necessary for recruitment and participant on-boarding.	\$	44,753.29
Indirect Cost	Cost of facilities, resources and administration at federal agreed upon rate of 15.4%.	\$	175,558.73
	Total Expenses Budget:	<b>S</b>	691,112.02

### **EQUIPMENT**

Item Name	Item Description	Budget
Office Equipment	Computers for staff members of the program.	\$ 5,757.50
	Total Expenses Budget:	\$ 5,757.50

Staff/Personal	Core program staff to develop, direct, implement, monitor, and control PR-Ready operations for the duration of the funding contract.	\$ 469,428.48
Professional Services	Contracted courses for facilitation and licensing on GIS and Agrotourism.	\$ 155,010.00
Other Operating Costs	Cost of training, instruction, certification, recruitment/job placement activities, and indirect costs though a negotiated indirect cost rate, among others.	\$ 691,112.02
Equipment	Laptop computers for core staff.	\$ 5,757.50
	TOTAL COSTS/COSTO TOTAL	\$ 1,321,308.00
FRAND TOTAL/GRAN TOTAL	<u> </u>	\$ 1,321,308.00

### **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 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**



**ATTACHMENT III** 

# NON-CONFLICT OF INTEREST CERTIFICATION WORKFORCE TRAINING PROGRAM PUERTO RICO SCIENCE, TECHNOLOGY AND RESEARCH TRUST

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.

Doira Díaz Rivera

Printed Name

General Counsel and Administrator

Position