



**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)
UNDERWRITING SERVICES
RE-GROW PR URBAN-RURAL AGRICULTURE (RE-GROW), SMALL BUSINESS FINANCING (SBF)
& HOMEBUYER ASSISTANCE (HBA) PROGRAMS**

**AMENDMENT D TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
PATHSTONE CORPORATION
Contract No. 2021-DR0212
Amendment No. 2021-DR0212D**



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This **AMENDMENT D TO THE SUBRECIPIENT AGREEMENT (AMENDMENT D)** is entered into this 9 day of May, 2024, 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 LPR § 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 **PATHSTONE CORPORATION (Subrecipient)**, a non-profit corporation, with principal offices at 400 East Avenue, Rochester, New York, represented herein by its Director of Housing Programs, María G. Rodríguez Collazo, of legal age, single, and resident of Guayama, Puerto Rico; collectively the "**Parties**".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on May 17, 2021, the Parties executed a Subrecipient Agreement, Contract Number **2021-DR0212 (Agreement)**, for **seven hundred twenty-four thousand one hundred sixty-seven dollars and forty-nine cents (\$724,167.49)** for the Subrecipient to undertake its activities under the **Re-Grow PR (Re-Grow), Small Business Financing (SBF) & Homebuyer Assistance (HBA)** Programs. The Parties agreed on a performance period of **twelve (12) months** from the date of the execution of the Agreement ending on **May 16, 2022**.

WHEREAS, on May 5, 2022, the Parties executed **Amendment A** to the Agreement, Contract Number **2021-DR0212A (Amendment A)**. Via **Amendment A**, the Parties agreed to extend the **END DATE** to **May 16, 2024**. Also, the Budget was increased by **one million five hundred sixty thousand six hundred three dollars and fifty-one cents (\$1,560,603.51)** for a modified total budget of **two million two hundred eighty-four thousand seven hundred seventy-one dollars (\$2,284,771.00)**. Therefore, the **GENERAL AWARD INFORMATION** table in **Section I** of the Agreement and **Section V. EFFECTIVE DATE AND TERM** were amended. Updated versions of **Exhibit A** (Scope of Work), **Exhibit B** (Timelines 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 H** (Subrogation and Assignment Provisions) were incorporated. Also, **Exhibit E-I** (Funds certification) was added to the Agreement.

WHEREAS, on November 21, 2022, the Parties executed **Amendment B** to the Agreement, Contract Number **2021-DR0212B (Amendment B)**. Via this **Amendment B**, the Budget was increased by **one million six hundred fifty-three thousand one hundred and one dollars (\$1,653,101.00)** for a new total budget of **three million nine hundred thirty-seven thousand eight hundred seventy-two dollars (\$3,937,872.00)**. Modifications to the **Section I. GENERAL AWARD INFORMATION** table, and **Section XI. CDBG-DR POLICIES AND**

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PROCEDURES were included. Also, **Section XXXI. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION** was added. In addition, **Exhibit D** (Budget), and **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirement) were replaced by updated versions. Moreover, new **Exhibit E-2** (Funds Certification) and **Exhibit J** (Non-Conflict of Interest Certification) were incorporated by reference into the Agreement via **Amendment B**. Furthermore, modifications to **Section II. ATTACHMENTS** and **Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS, AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS** of the Agreement are being incorporated to address the introduction of the aforementioned **Exhibit J** (Non-Conflict of Interest Certification) into the Agreement.

WHEREAS, on June 12, 2023, the Parties executed **Amendment C** to the Agreement, Contract Number **2021-DR0212C (Amendment C)**. Via this **Amendment C**, the Budget was increased by **nine hundred two thousand two hundred fifty-two dollars (\$902,252.00)** for a new Budget Grand Total of **four million eight hundred forty thousand one hundred twenty-four dollars (\$4,840,124.00)**. Modifications to the **Section I. GENERAL AWARD INFORMATION** table, and **Section XII. FORCE MAJEURE**, were included. A new **Section XXXII. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE** was added. Also, updated versions of **Exhibit A** (Scope of Work), **Exhibit B** (Timelines and Performance Goals), **Exhibit C** (Key Personnel), and **Exhibit D** (Budget), were incorporated by reference into the Agreement. Moreover, **Exhibit E-III** (Funds certification) was added.

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 D** 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 D**.

WHEREAS, the Subrecipient has duly adopted Corporate Resolution dated October 5, 2022, authorizing Maria G. Rodríguez Collazo to enter into activities such as the execution of this **AMENDMENT A** on behalf of the Subrecipient, and by signing this **AMENDMENT A**, 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 D** subject to the following:

II. TERMS AND CONDITIONS

A. SAVINGS CLAUSE

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

B. SCOPE OF THE AMENDMENT

As part of the CDBG-DR Program, Re-Grow has established the goal of increasing food security on the island and expanding local agricultural production. Likewise, SBF funds recovery grants up to a maximum of one hundred fifty thousand dollars (**\$150,000.00**) to cover working capital and/or equipment for affected businesses. Also, HBA assists eligible households in the purchase of their first home, increasing the level of homeownership in impacted communities, and contributing to the long-term sustainability and viability of communities across the island.

To achieve the goals of the aforementioned programs, the Parties agreed to amend the Agreement to extend the term by **eighteen (18) months**, ending on **November 16, 2025**. Also, updated versions of **Exhibit A** (Scope of Work), **Exhibit B** (Timelines and Performance Goals), **Exhibit C** (Key Personnel), **Exhibit D** (Budget), and **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements), are being incorporated by reference into the Agreement.

In addition, modifications to the **GENERAL AWARD INFORMATION** table in **Section I.**, **Section V. EFFECTIVE DATE AND TERM**, **Section XI. CDBG-DR POLICIES AND PROCEDURES**, and **Section XVII. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS** of the Agreement are being incorporated via this **AMENDMENT D**. As stated before, all other provisions of the original Agreement remain unaltered.

C. AMENDMENTS

- a. The Parties wish 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 Federal Award Date:	February 21, 202
CDBG-DR Grantee Unique Entity Identifier:	Unique Entity ID: FFMUBT6WCM1
Federal Award project description:	See Exhibit A ("Scope of Work")
Subrecipient Contact Information:	María G. Rodriguez Collazo Director of Housing Programs 1235 Paseo Las Monjitas Urb. Las Monjitas Ponce, PR 00730-3901 Tel. (787) 829-6024 / (787) 829-7929 Email: mrodriguez-collazo@pathstone.org
Subrecipient Unique Identifier:	Unique Entity ID #: HNEZN8HPK785
Subaward Period of Performance:	Start Date: Effective Date, as defined in Section V of the Agreement, as amended. End Date: November 16, 2025

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Requirements are applicable to this Agreement, the date as of which the Parties agree in writing that no Close-Out Requirements are applicable hereto; or (iii) such later date as the Parties may agree to in a signed amendment to this Agreement.

The Subrecipient hereby acknowledges that this Agreement is subject to the grant agreement between the Government of Puerto Rico or the PRDOH, and HUD (the "Grant Agreement"); and the availability of the allocated CDBG-DR funds. The Subrecipient also acknowledges and agrees that any suspension, cancellation, termination or otherwise unavailability of the CDBG-DR allocation(s) shall result in the immediate suspension, cancellation, or termination of this Agreement, upon PRDOH's notice.

[...]

- c. **Section XI. CDBG-DR POLICIES AND PROCEDURES** of the Agreement is being amended as follows:

In addition to what is established in this SRA, the Subrecipient shall comply with all CDBG-DR/MIT program-specific and general policies and procedures, which may include but are not limited to, the Subrecipient Management Policy, OS&H Guideline, MWBE Policy, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Personally Identifiable Information, Confidentiality, Language Access Plan, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR/MIT Website (<https://recuperacion.pr.gov/en/resources/policies/>), which are herein included and made an integral part of this SRA, as they may be updated from time to time. Procurement policies and procedures in accordance with the Procurement Manual for the CDBG-DR, CDBG-MIT, and CDBG State Programs Regulation No. 9506 (effective on October 25, 2023), and reporting requirements as established by the PRDOH.

- d. **Section XVII. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS** of the Agreement is being amended as follows:

A. Consolidation or Merger

In the event that the signing party (e.g., Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for consolidation or merger with another entity (private or public), by its discretion or otherwise, written notice of such decision or event shall be delivered to the PRDOH Legal Division at contractscdbqdr@vivienda.pr.gov **at least fifteen (15) days** prior to the effective date of the consolidation or merger. The notice shall include, but not be limited to, a description of: the expected effective date of the consolidation or merger; the name of each of the constituent entities moving to consolidate or merge into the

including the execution and delivery by one or more of the Parties of all close-out agreements or other legal instruments and the taking of any actions by one or more of the Parties in connection with such close-out, in any case as required under applicable Requirements of Law.

single resulting or surviving entity; the proposed name of the resulting entity (in case of a consolidation) or the name of the surviving entity (in case of a merger) if necessary; reference to the projected capacity of the resulting or surviving entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement as well as its Exhibits or Attachments; and a brief summary of the proposed plan to achieve the transition of duties (Scope of Work or Scope of Services), tasks, and performance goals or requirements to the resulting or surviving entity.

Upon the consolidation or the merger becoming effective and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not be limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment. **No amendment to the Agreement will be necessary if the Subrecipient, Contractor, or Subcontractor becomes the surviving entity following a merger.** Failure to comply with any of the before-mentioned conditions may result in the activation of the termination clauses provided in the Agreement.

B. Change of Name

In the event that the signing party (e.g., Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH initiates a change of name process, written notice of such decision or event shall be delivered to the PRDOH Legal Division at contractscdbgdr@vivienda.pr.gov **at least fifteen (15) days** prior to the effective date of such event. The notice shall include, but not be limited to, a description of: the expected effective date of the change of name; the proposed name; notify about inform of any change of address; and reference of any change in the capacity of the entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement, as well as its Exhibits or Attachments.

Upon the change of name becoming effective and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment.

Failure to comply with any of the before-mentioned conditions may result in the activation of the termination clauses provided in the Agreement.

C. Dissolution

In the event that the signing party (e.g., Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for

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dissolution of the entity, written notice of such decision or event shall be delivered to the PRDOH Legal Division at contractscdbgdr@vivienda.pr.gov **at least fifteen (15) days** prior to the effective date of such event. The notice shall include, but not be limited to, a description of the expected effective date of the dissolution; and contact information of one or more of its directors, officials, or agents. Upon dissolution becoming effective and supporting evidence of such event is notified to PRDOH, termination of the Agreement will follow. Consequently, the signing party acknowledges and agrees to provide to the PRDOH, after termination of the Agreement, the assistance reasonably requested to facilitate the orderly transfer of responsibility for the performance of the tasks or services to the PRDOH or a third party designated by the PRDOH. Moreover, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH following the Agreement termination.

- e. **Exhibit A** (Scope of Work) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement (**Attachment I**) to modify the following:
- o The first sentence of the first paragraph of the Exhibit was modified to read the following: "The Puerto Rico Department of Housing (PRDOH) is issuing this Scope of Work to seek Underwriting and Closeout Services to support PRDOH and Program Partners, with efforts on various Community Development Block Grant - Disaster Recovery (CDBG-DR) Programs."
 - o The last sentence of the first paragraph of the SRA was modified to read the following: "The extent of the Scope of Work is to support the Re-Grow PR Urban Rural Agriculture Program (Re-Grow Program), Small Business Financing Program (SBF Program) and Homebuyer Assistance Program (HBA Program), also collectively the "Programs with Underwriting and Closeout Services"."
 - o Under 1. Programs Overview/Background, the B. SBF Program description was modified to read the following: "SBF Program funding supports small business and microenterprise recovery through the initial funding of Recover/ Grants up to a maximum of one hundred fifty thousand dollars (\$150,000) to cover working capital and equipment to support small business activities."
 - o Under 3. Program Description, the first sentence of the second point for the SBF Program was modified to read the following: "The SBF Program will assist eligible Puerto Rico-owned and operated microenterprises and small businesses to help restart operations and/or recover in the wake of Hurricanes Irma and/or María by providing Recovery Grants up to one hundred fifty thousand dollars (\$150,000) for working capital and equipment."
 - o Under 5. Tasks, the last sentence below the Table and before section 5.1 Office Configurations and Logistics was modified to read the following: "PRDOH will provide funding and technical assistance to the Subrecipient to complete the following tasks as applicable to each of the Programs with Underwriting and Closeout Services:"
 - o Under Section 5.3 Document Control and Management, Task 5.3.7.6 was modified to read the following: "Records and reports required by the Programs with Underwriting and Closeout Services; and"

- o Under 6. Time Performance was modified to read the following: "All underwriting and closeout services shall be completed within the Term stated in the SRA."

f. **Exhibit B** (Timelines and Performance Goals) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement (**Attachment II**) to modify the following:

- o The paragraph under 1. Program Objective was modified to read the following: "The Puerto Rico Department of Housing (PRDOH) is seeking Underwriting and Closeout Services to support the implementation efforts of three (3) CDBG-DR Programs: Homebuyer Assistance Program (HBA Program), Small Business Financing (SBF) Program and Re-Grow Puerto Rico Urban Rural Agriculture Program (Re-Grow Program), through the provision of underwriting analysis and closeout of Program related applications."
- o Under 3.1 RE-GROW PROGRAM - OBJECTIVE 1, the following modifications were made:
 - The description of the first Target was modified to read the following: "100% of cases submitted to Program Partner for underwriting analysis."
 - The Timeline was modified according to the new performance period: "Quarterly from Q2 2024 to Q4 2025"
- o Under 3.1.1 Key Activity 1, the first bullet point was modified to read the following: "Underwriter is expected to complete underwriting analysis on 100% of cases referred to PathStone and submitted with recommended determinations."
- o Under 3.2 RE-GROW PROGRAM - OBJECTIVE 2, the following modifications were made:
 - The description of the first Target was modified to read the following: "Complete the expenditure review of 100% of all cases assigned."
 - The description of the second Target was modified to read the following: "Provide a closeout recommendation to 100% of all cases assigned."
 - The Timeline for both Targets was modified according to the new performance period: "Quarterly from Q2 2024 to Q4 2025".
- o Under 3.2.1 Key Activity 2.1, the first sentence of the bullet point was modified to read the following: "Goal to complete the expenditure review of 100% of all cases assigned."
- o Under 3.2.2 Key Activity 2.2, the bullet point was modified to read the following: "Goal to provide a closeout recommendation to 100% of all cases assigned."
- o Under 3.3 SBF PROGRAM - OBJECTIVE 3, the following modifications were made:
 - The description of the first Target was modified to read the following: "100% of cases submitted to Program Partner for underwriting analysis."
 - The Timeline for both Targets were modified according to new performance period: "Quarterly from Q2 2024 to Q4 2025"
- o Under 3.3.1 Key Activity 3.1, the first bullet point was modified to read the following: "Underwriter is expected to complete analysis on 100% of all cases referred to PathStone and submitted with recommended determinations."

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- o Under 3.4 SBF PROGRAM - OBJECTIVE 4, the following modifications were made:
- The description of the first Target was modified to read the following: "Complete the expenditure review of 100% of all cases assigned."
 - The description of the second Target was modified to read the following: "Provide a closeout recommendation to 100% of all cases assigned."
 - The Timeline for both Targets were modified according to the new performance period: "Quarterly from Q2 2024 to Q4 2025"
- o Under 3.4.1 Key Activity 4.1, the first sentence of the bullet point was modified to read the following: "Goal to complete the expenditure review of 100% of all cases assigned."
- o Under 3.4.2 Key Activity 4.2, the bullet point was modified to read the following: "Goal to provide a closeout recommendation to 100% of all cases assigned."
- o Under 3.5 HBA PROGRAM - OBJECTIVE 5, the Timeline was modified according to the new performance period: "Quarterly from Q2 2024 to Q4 2025".

- g. **Exhibit C** (Key Personnel) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement (**Attachment III**) to modify the following:

- o The first paragraph of the Exhibit was modified to read the following: "Below is the Staffing Plan for the CDBG-DR Underwriting and Closeout Services Program which reflects a combination existing employees or new hired employees dedicated for the CDBG-DR Underwriting and Closeout Services Program."
- o The table under I. Roles was modified to include 1 New Role in the second row of the table: "Team Lead".
- o Under II. Roles Descriptions, the following modifications were made:
 - The last sentence of the Description of the "Deputy Director" was deleted: "Perform the tasks for the HBA Program as requested by PRDOH."
 - The following Role was added: "Team Lead"
 - The Description of the new "Team Lead" role was added, reading the following: "Oversee Underwriting activities for Re-Grow and SBF Program. Implement programmatic strategies to meet national program objectives for SBF and Re-Grow Program. Review applications and determine eligibility per approved program guidelines, determine unmet needs, and ensure reasonable and necessary use of funds for SBF and Re-Grow Program. Perform any other necessary function to complete the underwriting review of applications. Manage and implement program activities according to agreed-upon procedures. Review applicants with respect to potential duplication of benefits and determine award amounts for applicants. Also, responsible for leading and supervising expenditure review and closeout activities and logistics as needed for SBF and Re-Grow Programs. Compile and prepare data for reports and programs' status meetings. Serve as point of contact with PRDOH and stakeholders for daily matters related to program implementation."

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- A new last sentence was included for the Description of the "Underwriting Officer" role, reading the following: "Could perform all tasks assigned to the Close-out & Compliance Specialist as needed to meet program's goals."
 - Two new sentences were added to the Description of the "Director of Programs" role, reading the following:
 - Third to last sentence: "Evaluate the information provided at closeout to determine the compliance with the award determination and grant agreement."
 - Last sentence: "Any other task as may be needed."
 - A new sentence was included for the Description of the "Programs Specialist" role, reading the following: "Could perform all tasks assigned to the Close-out & Compliance Specialist as needed to meet program's goals."
 - The first sentence of the Description of the "Assistant" role was modified to read the following: "Provide support to Re-Grow, SBF, and HBA underwriting and closeout services' staff by coordinating meetings, receiving calls from applicants and providing status when needed."

h. **Exhibit D** (Budget) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement (**Attachment IV**) to modify the following:

o In the **Staffing Section**:

- The last column "Max Cost for the Program" was deleted.
- For the Deputy Director, the:
 - Estimated Hourly Rate was increased to \$61.88.
 - Estimated Monthly Cost was increased to \$4,950.40.
- One (1) "Team Lead" position was created:
 - Estimated Hours per month per Resource: One-Hundred Seventy-Six (176).
 - Months Needed for up to: Forty-Two (42).
 - Estimated Hourly Rate: \$60.93.
 - Estimated Monthly Cost: \$10,723.68.
- For the Close-out & Compliance Specialist position, the following modifications were made:
 - Added eight (8) resources, for a new total of fourteen (14) resources.
 - The Estimated Hourly Rate was increased to \$39.55
 - Estimated Monthly Cost was increased to \$97,451.20.
- For the Underwriting Officer position, the following modifications were made:
 - Eliminated ten (10) resources, for a new total of four (4) resources.
 - The Estimated Hourly Rate was increased to \$39.55.
 - Estimated Monthly Cost was decreased to \$27,843.20.
- For the Director of Programs, the:
 - Estimated Hourly Rate was increased to \$104.36.
 - Estimated Monthly Cost was increased to \$8,348.80.
- For the Programs Specialist, the:
 - Estimated Hourly Rate was increased to \$39.55.
 - Estimated Monthly Cost position was increased to \$13,921.60.
- For the Assistant position, the following modifications were made:

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- Eliminated two (2) resources, for a new total of three (3) resources.
 - The Estimated Hourly Rate was increased to \$29.82.
 - Estimated Monthly Cost position was decreased to \$15,744.96.
 - For all positions, modified the Months Needed to the new performance period of forty-two (42) months.
 - The "Total Maximum Monthly Cost" was increased to \$178,983.84.
 - The Staffing Section "Total Cost" description was modified to read the following: "***Total Cost for 3.5 years (42 Months)", while the budgeted amount remained the same.
 - The following 'footnote' was added to the "***Total Cost for 3.5 Years (42 Months)" in the Budget Detail – Staffing Section: "***The "Total Cost for 3.5 Years (42 Months)" should not be interpreted on a per month basis, but as the total aggregate budget for Subrecipient staffing expenses during the total performance period of 42 months."
 - o No other Section or line item was modified. The Professional Services, Other Operating, and Equipment sections and their corresponding line items remained unchanged.
 - o Budget Grand Total remains unchanged at **\$4,840,124.00**.
- i. **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement (**Attachment V**).

III. SEVERABILITY

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

IV. SECTION HEADINGS AND SUBHEADINGS

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

V. COMPTROLLER REGISTRY

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

IN WITNESS THEREOF, the Parties hereto execute this **AMENDMENT D** 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 (May 9, 2024 17:23 EDT)

Name: William O. Rodríguez Rodríguez

Title: Secretary

**PATHSTONE CORPORATION
Subrecipient**

By: María G. Rodríguez Collazo

Name: María G. Rodríguez Collazo

Title: Director of Housing Programs

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EXHIBIT A

SCOPE OF WORK

UNDERWRITING SERVICES FOR

RE-GROW PR URBAN RURAL AGRICULTURE PROGRAM

SMALL BUSINESS FINANCING PROGRAM

HOMEBUYER ASSISTANCE PROGRAM

PATHSTONE CORPORATION

The Puerto Rico Department of Housing (**PRDOH**) is issuing this Scope of Work to seek Underwriting and Closeout Services to support PRDOH and Program Partners¹, with efforts on various Community Development Block Grant - Disaster Recovery (**CDBG-DR**) Programs. The underwriting processes shall consist of a detailed and systematic analysis of a potential Applicant's creditworthiness, including employment history, salary, financial statements and performance, publicly available information, and independent credit reports. Upon completion of a formal underwriting process and a summary, the grants, shall be feasible for either approval or rejection by the Program Partners. The extent of the Scope of Work is to support the Re-Grow PR Urban Rural Agriculture Program (**Re-Grow Program**), Small Business Financing Program (**SBF Program**) and Homebuyer Assistance Program (**HBA Program**), also collectively the "Programs with Underwriting and Closeout Services".

1. Programs Overview/Background

A. Re-Grow Program

The goal of the Re-Grow Program is to increase food security on the island and expand local agricultural production. The Re-Grow Program is a response to the devastation Hurricanes Irma and María inflicted on Puerto Rico's agriculture economy that will reduce vulnerability to future events and simultaneously revitalize an important sector of Puerto Rico's economy.

¹ Program Partners are subrecipients as defined in 2 C.F.R. § 200.93 who perform grant management duties under PRDOH involving turnkey administration of programs under the PRDOH CDBG-DR portfolio.

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B. SBF Program

SBF Program funding supports small business and microenterprise recovery through the initial funding of Recover/ Grants up to a maximum of one hundred fifty thousand dollars (\$150,000) to cover working capital and equipment to support small business activities.

C. HBA Program

The goal of the HBA Program is to assist eligible households in the purchase of their first home, thereby increasing the level of homeownership in impacted communities and contributing to long-term sustainability and viability of communities across the Island.

2. National Objective

All activities of a CDBG-DR Program must meet one (1) of the three (3) National Objectives defined in the authorizing statute of the CDBG program at 104(b)(3) of the Housing and Community Development Act of 1974 (**HCDA**), as amended, 42 U.S.C. § 5305. The PRDOH anticipates that each Program's eligible activities will meet one of the below listed national objectives. PRDOH will work with entities who are funded through these Programs to determine the national objective for each project according to 24 C.F.R. § 570.483 and listed here below:

- Benefit to low- and moderate-income persons (**LMI**) (24 C.F.R. § 570.483(b))
 - Job Creation/Retention
 - Area Benefit
 - Limited Clientele
- Urgent Need (**UN**) activities (24 C.F.R. § 570.483(d))
- Aid in prevention or elimination of Slums or Blight (**SB**) (24 C.F.R. § 570.483(c))

PRDOH has set a programmatic goal to expend fifty percent (**50%**) of **Re-Grow Program** funds on projects that result in a benefit to LMI individuals or that demonstrably serve LMI areas.

PRDOH has set a minimum goal to expend thirty percent (**30%**) of **SBF Program** funds on projects that result in a benefit to LMI individuals or that demonstrably serve LMI areas.

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The **HBA Program** currently serves both LMI households as well as those with Urgent Need. PRDOH has set a goal to spend at least thirty percent (**30%**) of its Program budget on LMI households.

3. Program Description

- **Re-Grow Program**

The Re-Grow Program will provide grants to existing, restarting, or start-up small farms, farmers, and agricultural businesses. These grants are intended to strengthen the agricultural sector of the Puerto Rican economy. Eligible applicants can apply for up to one hundred fifty thousand dollars (**\$150,000**) in direct grant assistance for eligible program costs as outlined in the Re-Grow Program Guidelines. The amount of the grant award will be determined through eligibility review, underwriting, and a duplication of benefits calculation performed based on information from an online application for assistance.

In addition to providing grants, the Re-Grow Program will also provide a wide range of technical assistance activities across the agriculture sector, giving farms and farmers access to essential services and resources. The technical assistance is intended to build capacity in organizations and agencies that bolster the agricultural sector of the economy.

- **SBF Program**

The SBF Program will assist eligible Puerto Rico owned and operated microenterprises and small businesses to help restart operations and/or recover in the wake of Hurricanes Irma and/or María by providing Recovery Grants up to one hundred fifty thousand dollars (**\$150,000**) for working capital and equipment. The amount of the grant and timing of draws will be based on the determination of unmet need and eligible expenses as assessed in a business's Application to the Program.

- **HBA Program**

Program funding will support homebuyers with the purchase of an existing property by providing for closing cost and/or down payment up to a maximum of forty-five thousand dollars (**\$45,000**) per eligible LMI and Urgent Need households; and a maximum of fifty-five thousand dollars (**\$55,000**) per eligible Low and Moderate-Income and Urgent Need households for households with Critical Recovery Workforce members. The Program will provide an additional redevelopment incentive of up to five thousand dollars (**\$5,000**) to eligible

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households who elect to purchase a home in a designated urban center, as defined by the PRDOH.

The primary objectives of the Homebuyer Assistance Program are:

- **Benefit Low-to-Moderate Income Persons Objective:** To benefit LMI households as defined by the United States Department of Housing and Urban Development (**HUD**) Modified Income Limits for Puerto Rico under the CDBG-DR Program.
- **Urgent Need Objective:** To meet the urgent need of reducing outmigration caused by the Hurricanes in order to maintain the sustainability and economic viability of communities across Puerto Rico by improving homeownership opportunities for households below one-hundred and twenty percent (**120%**) AMFI.

4. Key Activities

To implement the Programs objectives as described above, key activities to be carried out by Subrecipient performing Underwriting Services include, but are not limited to:

1. Evaluate program applicant documentation according to underwriting criteria as set in Program Guidelines, standard operating procedures (**SOPs**), and pertinent standard financial practice to determine if cases demonstrate compliance with underwriting requirements.
2. When necessary, Re-Grow and SBF, gather additional financial supporting documentation from program applicant to verify compliance with underwriting requirements. This documentation should only be gathered on a case-by-case basis when eligibility documentation is insufficient to determine financial characteristics and conditions of a program applicant.
3. Assist program applicants, Re-Grow and SBF, with prompt assistance to help them through the process in a timely manner and increase applicant engagement.

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4. Continuously improve underwriting efficiency and ensure staffing capacity to successfully execute the Re-Grow, SBF and/or HBA Programs underwriting performance targets.
5. Respond to Program Partner or PRDOH requests for information related to Programs Based Reconsideration Requests and Complaints Resolution.

For all Programs under Underwriting Services, grant amounts will be calculated based on demonstrated unmet needs. Application criteria, National Objectives, and program guidelines are published on the disaster recovery website subsequent PRDOH approval (www.cdbg-dr.pr.gov).

If additional CDBG-DR funds are allocated to Puerto Rico during the life of the SRA, Subrecipient staff may be assigned to work on those future federal grants awarded and potentially expand those services to accommodate other CDBG-DR programs yet to be defined in the current Action Plan. There is no guarantee of a minimum level of services which may be requested by the PRDOH under the SRA.

5. Tasks

The Subrecipient will serve as Underwriter for the Re-Grow, SBF and/or HBA Programs under this SRA with PRDOH. In addition to the tasks included herein, the Subrecipient shall perform any other task necessary for the proper performance of the services under the SRA.

Task Number	Task
5.1	Office Configuration and Logistics
5.2	Project Management
5.3	Document Control and Management
5.4	Accounting and Reporting
5.5	Underwriting and Financial Review Re-Grow and SBF Programs
5.6	Underwriting Review for HBA Program
5.7	Financial Review for HBA Program
5.8	Grant Award Closes for Re-Grow and SBF Programs
5.9	Compliance with Cross-Cutting Requirements

The Subrecipient will prepare and submit all necessary documentation related to proposed projects for development under the Programs with Underwriting Services. Proposed projects documentation shall demonstrate compliance with all eligibility requirements established in **Re-Grow, SBF** and **HBA** Program Guidelines.

PRDOH will provide funding and technical assistance to the Subrecipient to complete the following tasks as applicable to each of the Programs with Underwriting and Closeout Services:

5.1 Office Configuration and Logistics

- 5.1.1 Set-up offices and secure necessary equipment for these offices to function. Office spaces must be suitable for the services to be provided, and provide required visitor amenities such as on-site parking, rest rooms, and comply with ADA accessibility requirements.
- 5.1.2 Secure or provide workspace items and materials such as furnishings and equipment for the offices (including such items as computers, printers, office materials, etc.).
- 5.1.3 Secure equipment and technologies required to support remote or virtual Program operations (including items such as laptop computers and WiFi devices).
- 5.1.4 Establish satellite offices as needed to support Programs demands.

5.2 Project Management

- 5.2.1 Establish, communicate, prioritize, and enforce production and performance goals in alignment with Programs priorities and objectives. Lead coordination and control over execution of all Programs activities including direct communication with the Case Managers to coordinate the documentation of the cases.
- 5.2.2 Monitor and control team performance 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.
- 5.2.3 Create, maintain, and control project plan which includes clear critical path, task dependencies, identified slack, resource allocation (including human and other resources), and activity status.
- 5.2.4 Deliver staff listed in **Exhibit C** promptly to support Programs demands as committed to in **Exhibit B**, which may increase and decrease or change throughout the Program life cycle. Ensure sufficient and adequate staffing levels at all times to support timely and efficient Programs operations. The foregoing should not be construed as a limitation for PRDOH to request that a resource assigned to a Program be reallocated to another of the Programs that constitute this SRA in accordance with the needs of the Programs. Reallocation of personnel between the Programs, or personnel positions assigned to a particular program does not require an Amendment to this SRA.
- 5.2.5 Establish, communicate, and enforce standard, efficient, and

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streamlined processes and strategies to support delivery of Program goals, risk management, quality assurance, stakeholder management, 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.

- 5.2.6 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.
- 5.2.7 Engrain transparent, regular reporting to ensure stakeholders of all levels and importance remain informed and empowered to make decisions and report on issues such as, but not limited to: risk, Program progress, milestones achieved, performance issues, Program successes, compliance concerns, and Program demographics.
- 5.2.8 Maintain a complete understanding of all applicable Program policies, requirements, procedures, guidelines; and shall possess knowledge of regulatory and statutory compliance requirements for CDBG-DR and similar programs/projects. Ensure all Program participants, including Applicants, vendors, and stakeholders are aware of all policy changes.
- 5.2.9 Support in the implementation of the Programs in a compliant manner, per the CDBG-DR regulations, policies, procedures, and all applicable state, local and federal regulations.
- 5.2.10 Identify and promote any other function in support of the successful achievement of Programs' objectives.

5.3 Document Control and Management

- 5.3.1 In accordance with HUD regulations, follow the records retention requirements as cited in 24 C.F.R. § 84.53, which includes: financial records, supporting documents, statistical records, and all other pertinent records. Following PRDOHs' CDBG-DR Recordkeeping Management & Accessibility Policy; records must be maintained for **five (5) years**.
- 5.3.2 Maintain a clearly defined process for acquiring, organizing, storing, retrieving, and reporting on financial records and project and activity records.
- 5.3.3 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.
- 5.3.4 Establish and maintain protocols for physical file management, as applicable, to include, among other things, access to a file, tracking

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- of location and possession of a file, and return of a file.
- 5.3.5 Ensure all project information and documentation is available at all times in the system of record.
- 5.3.6 Any systems, tools, or technology provided must meet Personal Identifiable Information (PII) requirements as outlined in the Privacy Act of 1974, 5 U.S.C. § 552a (**Privacy Act**), 24 C.F.R. Part 5, and PRDOH policy for protection of PII.
- 5.3.7 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:
- 5.3.7.1 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 requirements, as applicable;
 - 5.3.7.2 Financial Records providing full description of each activity;
 - 5.3.7.3 Records verifying that activity meets national and grant objectives;
 - 5.3.7.4 Records related to demonstrating eligibility of activities;
 - 5.3.7.5 Records required to document activity related to real property;
 - 5.3.7.6 Records and reports required by the Programs with Underwriting and Closeout Services; and
 - 5.3.7.7 Records supporting any specific requirements of the Re-Grow, SBF and HBA Programs or the CDBG-DR allocations.
- 5.3.8 Any other task necessary for the proper document control management.

5.4 Accounting and Reporting

- 5.4.1 Provide status reports on a regular basis to keep the PRDOH and/or Program Partners informed of progress.
- 5.4.2 As requested, meet with the PRDOH or Program Partners to discuss the status of the project, Applicant concerns, and any other issues that may have arisen during the administration of the assigned Programs with Underwriting Services.
- 5.4.3 Provide the PRDOH with project progress reports on demand, as well as access to independently maintained project management system for PRDOH to monitor the project.
- 5.4.4 Report on information that includes project activity deemed critical by the PRDOH.
- 5.4.5 Compile and review information necessary to prepare reports required under HUD regulations.

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- 5.4.6 Reconcile with the PRDOH, on an established periodic basis, a complete inventory of assets with an acquisition price of five hundred dollars (**\$500**) or more and a useful life of **one (1) year** or longer, furnished by the PRDOH or funded by the CDBG-DR grant, including items such as: equipment, furniture, computers, phones, laptops, network printers, network equipment, etc., if applicable.
- 5.4.7 Review and submit recommendations for approval of CDBG-DR funding requests if needed.
- 5.4.8 Review requests for payment from Applicants for CDBG-DR awards. This will include review of all reimbursement of eligible costs as well as cost feasibility.
- 5.4.9 Any other task necessary to ensure proper accounting and reporting as related to the specific Program.
- 5.4.10 All purchases conducted with any CDBG-DR funds must comply with all applicable regulations contained in 2 C.F.R. § 200.318 through §200.327.

5.5 Underwriting and Financial Review Re-Grow and SBF Programs

- 5.5.1 Gather underwriting documents and data – Assist Applicants in providing, and obtaining all documentation required to perform underwriting for grants, inclusive of, but not limited to, information regarding previous benefits received from public and private sources, financial statements, credit reports, external funding commitments, and tax returns. Assistance may include, but is not limited to, providing technical assistance or guidance to Applicants, or contacting third party entities on the Applicant's behalf to obtain information. This documentation should only be gathered on a case-by-case basis when eligibility documentation is insufficient to determine financial characteristics and conditions of a program applicant. In some circumstances, the Underwriter may need to contact the program applicant to clarify documentation.
- 5.5.2 Perform grant underwriting based on PRDOH established underwriting criteria, and in conformance with the requirements of 24 C.F.R. Part 570, Appendix A for economic development activities, inclusive of:
- 5.5.2.1 Reasonableness of project costs.
 - 5.5.2.2 Verifying that all project funding sources are accurate and committed.
 - 5.5.2.3 That to the extent practicable, CDBG-DR funds are not substituted for non-Federal financial support.
 - 5.5.2.4 That the project is financially feasible.
 - 5.5.2.5 That to the extent practicable, the return on the owner's equity investment will not be unreasonably high.

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- 5.5.2.6 That to the extent practicable, CDBG funds are disbursed on a pro rata basis with other finances provided to the project.
- 5.5.3 Perform Duplication of Benefits analysis, in accordance with Stafford Act (42 U.S.C. § 5155), including but not limited to acquiring documentation, reviewing benefits, and determining unmet needs.
- 5.5.4 Determine Applicant award amounts based on Programs policies and procedures, to and with consideration for preventing duplication of benefits.
- 5.5.5 Use third-party datasets, as provided by PRDOH, to research previous benefits received by Program Applicants and account for previous benefits received that are duplicative and non-duplicative of funding provided by the Program.
- 5.5.6 Obtain supporting financial documentation, where applicable, for Applicants, in accordance with applicable statutory and regulatory requirements.
- 5.5.7 Ensure continuous underwriting review of Applications with a goal of maintaining a pace to award the total Program budget set aside for grants within the term of this SRA, pending enough approved Applications are received.
- 5.5.8 Ensure consistent and timely treatment of all Applicants and underwriting reviews and take all precautions necessary to avoid delays in the processing of underwriting reviews.
- 5.5.9 Properly document and submit comments for all determinations, decisions, and/or clarifications undertaken. Ensure every application file is supported with enough comments and notes that all third parties reviewing file can understand the reason why checklist items were passed or failed and can follow the entire process from intake to final determination and closeout.
- 5.5.10 Ensure that underwriting for recovery grants follow HUD guidelines at 24 C.F.R. § 570.209 as the financial underwriting framework for evaluating the feasibility of Applications and adheres to program guidelines and procedures.
- 5.5.11 Perform validation of and determine pass or fail on each underwriting criteria.
- 5.5.12 Perform underwriting analysis including but not limited to evaluating that: making final underwriting determinations, calculating unmet needs, award amount, project costs are reasonable; all sources of project financing are committed; and the project is financially feasible. Also, to the extent practicable that: the return on the owner's equity investment will not be unreasonably high; CDBG-DR funds are disbursed on a pro rata basis if other sources of funds are provided to the project; and CDBG-DR funds are not substituted for non-Federal financial support.

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- 5.5.13 Prepare the intended use of funds for review of Re-Grow and/or SBF Program Partner, PRDOH or appointed.
- 5.5.14 Subrecipient shall adhere to PRDOH's financial management policies and procedures as outlined in the Financial Policy, the Program Guidelines, or policies and procedures for this Program, including but not limited to:
- 5.5.15 Follow PRDOH Finance policies and protocols for submitting and processing Request for Payments, including use of the PRDOH's CDBG-DR Finance System.
- 5.5.16 Review the Request for Payment, and submit to PRDOH; and
- 5.5.17 Establish a separate bank account to receive payments from PRDOH of HUD CDBG-DR funds.
- 5.5.18 Account and reporting of uses of CDBG-DR funds, including but not limited to information on National Objectives met, beneficiary demographics, and case completion status.
- 5.5.19 Maintain work in the designated System of Records, per the CDBG-DR Program Records Retention Policy and applicable regulatory requirements.
- 5.5.20 Submit regular Monthly Progress Reports and ad-hoc reports, as necessary, to the 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.
- 5.5.21 Follow monitoring policies and procedures as directed by PRDOH.
- 5.5.22 Send confirmation of underwriting complete, recommendations for award, underwriting requests for information, underwriting fail notifications and any other required Program notifications. Notifications may be sent via email or postal mail, in accordance with any applicable regulations and Applicant communication preferences.
- 5.5.23 Coordinate closing meetings when necessary.
- 5.5.24 Any other function necessary to support and complete underwriting review of applications.
- 5.5.25 Complete documents required by PRDOH for environmental review.

5.6 Underwriting Review for HBA Program

- 5.6.1 Perform the CDBG-DR assistance underwriting in accordance with the Program Guidelines and documents.
- 5.6.2 Review the mortgage loan information in the HBA system of subsidy and ensure that the loan type is eligible and that the loan features comply with the Ability-to-Repay/Qualified Mortgage Rule.
- 5.6.3 Determine if the loan meets the Program requirements.
- 5.6.4 Assess the Applicant's ability to pay the monthly mortgage carrying costs and the long-term financial viability of the purchase.

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- 5.6.5 Evaluate the Applicant's back-end ratio and calculate the subsidy amount required to lower it as close to thirty-six percent (**36%**).
- 5.6.6 Ensure that closing costs are reasonable by adhering to the Qualified Mortgage Rule and applicable mortgage regulatory guidance.
- 5.6.7 Review case file documents and data from the HBA system of subsidy. In some circumstances, the Underwriter may need to contact the Program applicant's lending institution to clarify documentation.
- 5.6.8 Review each application to determine if previous applicable funding awarded or gifted to the applicant was received for the same purpose. Determine the Applicant's total unmet needs first and then calculate the Applicant's duplication of benefits.
- 5.6.9 Ensure that the Applicant did not receive assistance that is duplicative, unnecessary, or unreasonable. In case funds are considered duplication of benefits under the Program, deduct from the total unmet need determination as part of the underwriting review. Ensure compliance with the Stafford Act through collection, analysis, and verification of third-party benefits received by Applicants for the purposes of homeownership assistance. Review the lending documentation to ensure that duplicative assistance is accounted for in the unmet need calculation.
- 5.6.10 Based the underwriting determination on the appraised value of the property at closing.
- 5.6.11 Review cases to determine recommendation to submit to Program Partner.
- 5.6.12 Review award amount meets the underwriting criteria to be limited to the minimum amount necessary to qualify for the mortgage loan needed to purchase the property and review property meets the underwriting criteria based on eligibility requirements.
- 5.6.13 Ensure consistent and timely treatment of applications and underwriting reviews and take all precautions necessary to avoid delays in the processing of underwriting reviews.
- 5.6.14 Properly document and submit comments for all determinations, decisions, and/or clarifications undertaken. Ensure every application file is supported with enough comments and notes that all third parties reviewing file can understand the reason why checklist items were passed or failed and can follow the entire process from intake to final determination and closeout.
- 5.6.15 Perform validation of and determine pass or fail on each underwriting checklist item.
- 5.6.16 Perform underwriting review and QA/QC of PRHFA Underwriting contractors.
- 5.6.17 Perform report of QA/QC results, including observations and findings, if any.

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- 5.6.18 Send confirmation of underwriting complete, recommendations for award, underwriting requests for information, underwriting fail notifications and any other required Program notifications.
- 5.6.19 Any other function necessary to support and complete underwriting review of applications and QA/QC activities.
- 5.6.20 Any other tasks necessary to comply with the purposes of this SRA as requested and approved by PRDOH.

5.7 Financial Review for HBA Program

- 5.7.1 Subrecipient shall adhere to PRDOH's financial management policies and procedures as outlined in the Financial Policy, the Program Guidelines, or policies and procedures for this Program, including but not limited to:
- 5.7.2 Follow PRDOH Finance policies and protocols for submitting and processing Request for Payments, including use of the PRDOH's CDBG-DR Finance System.
- 5.7.3 Review the Request for Payment, and submit to PRDOH; and
- 5.7.4 Establish a separate bank account to receive payments from PRDOH of HUD CDBG-DR funds.
- 5.7.5 Account and reporting of uses of CDBG-DR funds, including but not limited to information on National Objectives met, beneficiary demographics, and case completion status.
- 5.7.6 Maintain work in the designated System of Records, per the CDBG-DR Program Records Retention Policy and applicable regulatory requirements.
- 5.7.7 Submit regular Monthly Progress Reports and ad-hoc reports, as necessary, to the 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.
- 5.7.8 Follow monitoring policies and procedures as directed by PRDOH.

5.8 Grant Awards Closeout for Re-Grow and SBF Programs

- 5.8.1 Ensure that the program funding has been expended as stipulated in the terms of the grant agreement and suppliers have completed the tasks required by the award to the applicant.
- 5.8.2 Ensure that receipts and evidence of use of funds of the award have been received from applicant and applicant complies with award terms as established in the grant agreement.
- 5.8.3 Ensure that the payments for tasks performed as related to the applicant and their awards have been performed.
- 5.8.4 Ensure that the supporting documentation, information, and log

- of applicant communications is included in the application file.
- 5.8.5 Ensure that the applicant was able to obtain flood insurance, if applicable, after program funded activities are completed.
 - 5.8.6 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.
 - 5.8.7 Ensure that each program beneficiary has provided receipts and evidence of use of funds in compliance with their Grant Agreements and Intended Use of Funds.
 - 5.8.8 Ensure that receipts are provided by the beneficiary in a timely manner as detailed in the Program Guidelines.
 - 5.8.9 Ensure that all funds recaptured from any beneficiary that did not provide receipts in compliance with the terms of their grant award, are processed and notified to PRDOH.

5.9 Compliance with Cross-Cutting Requirements

- 5.9.1 Review cases that have been disbursed to ensure that each program beneficiary has provided receipts and evidence of use of funds in compliance with their Grant Agreements and Intended Use of Funds.
- 5.9.2 Ensure that receipts are provided by the beneficiary in a timely manner as detailed in the Program Guidelines.
- 5.9.3 Ensure that all cases from any beneficiary that did not provide receipts in compliance with the terms of their grant award, are processed and notified to PRDOH and/or the subrecipient managing this process.
- 5.9.4 Uniform Relocation Act – Ensure all Program activities comply with the URA, as outlined in its implementing regulation at 49 C.F.R. Part 24, and in accordance with the PRDOH URA and Residential Anti-Displacement Policy Guide, as applicable.
- 5.9.5 Ensure Program Activities are carried out in a manner that is compliant with applicable cross-cutting requirements as outlined in the PRDOH cross-cutting policy guide, as may be amended from time to time, as applicable.

6. Time Performance

All underwriting and closeout services shall be completed in within the Term stated in the SRA.

7. Budget

Please refer to **Exhibit D**.

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EXHIBIT B

TIMELINES AND PERFORMANCE GOALS RE-GROW PR URBAN RURAL AGRICULTURE PROGRAM SMALL BUSINESS FINANCING PROGRAM HOMEBUYER ASSISTANCE PROGRAM PATHSTONE CORPORATION

1. PROGRAM OBJECTIVE:

The Puerto Rico Department of Housing (**PRDOH**) is seeking Underwriting and Closeout Services to support the implementation efforts of three (3) CDBG-DR Programs: Homebuyer Assistance Program (**HBA Program**), Small Business Financing (**SBF**) Program and Re-Grow Puerto Rico Urban Rural Agriculture Program (**Re-Grow Program**), through the provision of underwriting analysis and closeout of Program related applications.

2. TERMS:

- **Key Objective** – The major objectives the Programs wants to achieve.
- **Key Activity** – The activities necessary to carry out the Objective.
- **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.
- **Partner** – Program Partners are subrecipients as defined in 2 C.F.R. § 200.93 who perform grant management duties under PRDOH involving turnkey administration of programs under the PRDOH CDBG-DR portfolio.
- **Target** – The goal for each of the Indicators.
- **Timeline** – The expected completion date or timeframe.

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3. TIMELINES & PERFORMANCE GOALS

3.1 RE-GROW PROGRAM - OBJECTIVE 1: ASSIST WITH UNDERWRITING ANALYSIS OF ELIGIBLE RE-GROW APPLICATIONS

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KEY OBJECTIVE #1	KEY ACTIVITY	INDICATOR	SOURCE OF VERIFICATION	TARGET	TIMELINE
Complete Underwriting Analysis of Eligible Re-Grow Applications to make an underwriting determination for review of Re-Grow Partner Department of Agriculture, PRDOH or appointed.	1.1 Complete underwriting analysis and submit cases with underwriting determination for final QC check, award documentation, and closing meeting.	# of reviewed cases submitted with underwriting determination for review per quarter Maximum % of cases returned to the Underwriter by the Partner Department of Agriculture, PRDOH or appointed after QC review to be corrected	Received Applications, Dashboards, Grant Management System	100% of cases submitted to Program Partner for underwriting analysis. < 5% maximum of cases return for correction due to missing information or incorrect determinations.	Quarterly from Q2 2024 to Q4 2025

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3.1.1 KEY ACTIVITY 1: COMPLETE UNDERWRITING ANALYSIS AND SUBMIT CASES WITH ELIGIBILITY DETERMINATION RECOMMENDATION TO PROGRAM PARTNER.

Underwriting analysis must be completed on all Re-Grow cases as a step in the underwriting process to confirm the applicant meets the financial criteria to receive a federal award. This underwriting analysis takes place after an applicant's case has first been reviewed by Program Partner or participating case management service providers to confirm the applicant meets all program requirements for eligibility (excluding financial underwriting review), and that the file possesses all necessary documentation to move on to the underwriting analysis phase.

To disburse a significant amount of the funds allocated to the Re-Grow Program, a high rate of disbursement must be maintained. To maintain this desired rate, cases received must be assessed diligently and within a reasonable amount of time. At the same time, the Re-Grow Program must also attend all applications with equal importance and give good customer service to all applicants. The Underwriter is tasked with analyzing cases while maintaining said rate.

- Underwriter is expected to complete underwriting analysis on **100%** of cases referred to PathStone and submitted with recommended determinations.
- Must submit and maintain records within the Program's Grant Management System. Documents must be uploaded in a high-quality format and labeled according to Programs SOPs.
- High accuracy in work is a must, as such the Program will tolerate **a Maximum of 5%** of cases returned to the Underwriter by the Partner for correction of work product. A correction for these purposes is defined as missing information or incorrect determinations made by the underwriters.
- Program Goals are based on the current needs of the Re-Grow Program. PRDOH reserves the right to change these goals as the need arises. PRDOH will notify the Subrecipient, at the program level, in writing **30 days** prior to the new goals taking effect.

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3.2 RE-GROW PROGRAM - OBJECTIVE 2: CLOSE FILES OF GRANT AWARDS PROVIDED, VERIFY COMPLIANCE WITH ALL GRANT AGREEMENTS, GATHER REQUIRED DOCUMENTATION, AND TAKE APPROPRIATE ACTIONS.

KEY OBJECTIVE #2	KEY ACTIVITY	INDICATOR	SOURCE VERIFICATION	TARGET	TIMELINE
Close files of grant awards provided. Verifying compliance with all Grant Agreements, gathering all required documentation, and taking appropriate actions	2.1 Complete receipt review process for cases and verifying compliance with Grant Awards and Intended Use of Funds for all disbursed awards.	<ul style="list-style-type: none"> Notifications of Compliance or Non-compliance 	Notifications Sent, Dashboards, Grant Management System and Monthly Repots	<ul style="list-style-type: none"> Complete the expenditure review of 100% of all cases assigned. 	Quarterly from Q2 2024 to Q4 2025
	2.2 Gather all necessary documentation for case Closeout.	<ul style="list-style-type: none"> Cases closeout 	Notifications Sent, Dashboards, Grant Management System and Monthly Repots	<ul style="list-style-type: none"> Provide a closeout recommendation to 100% of all cases assigned. 	Quarterly from Q2 2024 to Q4 2025

3.2.1 KEY ACTIVITY 2.1 COMPLETE RECEIPT REVIEW PROCESS

The Re-Grow Program must verify that all beneficiaries of grant awards under the program have complied with their Grant Agreements and their Intended Use of Funds. All grant funds must be spent in accordance with these agreements. Beneficiaries of these funds must submit receipts to support their compliance with these agreements and validate that the funds were spent in accordance with them. Once the applicants have submitted their receipts the Subrecipient must validate that these receipts indeed validate that the beneficiary is in compliance with their agreements. To diligently review these receipts, the Re-Grow Program will provide support and resources where contractors will provide the subrecipient with support in collecting the necessary receipts and establish a case pipeline of cases with all receipts gathered, initially reviewed and ready for final validation. The subrecipient is tasked with validating the receipts within the expenditure review pipeline and accomplishing reviews with the established timeframe. Once the receipts of a beneficiary have been reviewed the subrecipient will recommend whether they have identified that the applicant is in compliance or non-compliance with the corresponding Grant Agreement and Intended Use of Funds and refer the case for further action.

- Goal to complete the expenditure review of **100%** of all cases assigned. For cases that reached close out phase before the execution of the present agreement, the notification should be sent during a period of ninety (90) days after works start.

3.2.2 KEY ACTIVITY 2.2 GATHER ALL NECESSARY DOCUMENTATION FOR CASE CLOSEOUT

The Re-Grow Program must verify National Objective data for all beneficiaries of the Program. For the Re-Grow Program this National Objective is LMI Microenterprise, LMI Job Creation, among others. The appropriate determination of LMI for any of these categories requires that the Subrecipient gather all necessary data from each beneficiary at the appropriate stage in the Re-Grow Program process. LMI Microenterprise requires that all owner data and supporting documentation be gathered. LMI Job Creation requires that data for all employees and supporting documentation (payroll for the month) be gathered during the grant award process and then be gathered again three to six months later after the receipt review process with supporting documentation (payroll for the month). Other LMI Nation Objectives require that the beneficiary case file is completed with all data appropriately entered in the system (name, address, UEID, EIN, etc.).

- Goal to provide a closeout recommendation to **100%** of all cases assigned.

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3.3 SBF PROGRAM – OBJECTIVE 3: ASSIST WITH UNDERWRITING ANALYSIS OF ELIGIBLE SBF APPLICATIONS

KEY OBJECTIVE #3	KEY ACTIVITY	INDICATOR	SOURCE OF VERIFICATION	TARGET	TIMELINE
Complete Underwriting Review for Program Applicants to make an Award Recommendation to SBF Partner BDE.	3.1 Complete underwriting analysis for cases and submit award determination recommendation to SBF Program Partner BDE	# of cases submitted to BDE for review % of eligible applications that commence review % of cases returned to the Underwriter by BDE after review	Received Applications, Dashboards, Grant Management System Progress Report	100% of cases submitted to Program Partner for underwriting analysis. < 5% maximum of cases return for correction due to missing information or incorrect determinations.	Quarterly from Q2 2024 to Q4 2025
	3.2 Support resolution of Program Based Reconsideration Requests and Complaints Resolution	100% of reconsideration cases responded	Grant Management System and Formal Communications	100% of reconsiderations responded	Quarterly from Q2 2024 to Q4 2025

3.3.1 KEY ACTIVITY 3.1: COMPLETE UNDERWRITING ANALYSIS FOR CASES AND SUBMIT AWARD DETERMINATION RECOMMENDATION TO PROGRAM PARTNER

Underwriting analysis must be completed on all referred SBF cases as a step in the eligibility process to confirm the applicant meets the financial criteria to receive a federal award. This underwriting analysis takes place after an applicant's case has first been reviewed by BDE, Program Partner or participating case management service providers to confirm the applicant meets all program requirements for eligibility (excluding financial underwriting review), and that the file possesses all necessary documentation to move on to the underwriting analysis phase.

To disburse a significant amount of the funds allocated to the Program, a high rate of disbursement must be maintained. To maintain this desired rate, cases received after underwriting analysis must be assessed diligently and within a reasonable amount of time. At the same time the Program must also attend all applications with equal importance and give good customer service to all applicants. The Underwriter is tasked with analyzing cases while maintaining said rate and quality.

- Underwriter is expected to complete analysis on **100%** of all cases referred to PathStone and submitted with recommended determinations.
- High accuracy in work is a must, and the Program will tolerate a **Maximum of 5%** of cases returned to the Underwriter by the Partner for correction of work product. A correction for these purposes is defined as missing information or incorrect determinations made by the underwriters.
- Program Goals are based on the current needs of the SBF Program. PRDOH reserves the right to change these goals as the need arises. PRDOH will notify the Subrecipient, at the program level, in writing **30 days** prior to the new goals taking effect.

3.3.2 KEY ACTIVITY 3.2: SUPPORT PROCESSING OF PROGRAM BASED RECONSIDERATION REQUESTS AND COMPLAINTS RESOLUTION

The program-based reconsideration requests resolution task involves support activities on the Underwriters behalf which may be necessary for PathStone to respond to information requests, meetings, and other requests to support analysis performed during their normal activities under their Scope of Work, for program-based reconsideration requests initiated by program applicants. This task is expected to be recurring throughout the life of the SRA. The program-based reconsideration requests resolution task is initiated when a citizen or applicant submits a program-based reconsideration request.

The complaint resolution task involves activities necessary to attend to citizen or applicant complaints, as coordinated by BDE. This task is expected to recur throughout the life of the SRA. BDE shall compile all information required by PRDOH in order to resolve the complaint, PathStone must assist in this process to ensure all information necessary for

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the resolution of the reconsideration is present in the case files. The task is considered complete when all information has been submitted to PRDOH to resolve the complaint.

- **One Hundred percent (100%)** of all requests for information pertaining to reconsideration requests received must be responded to.
 - Subrecipient might be requested to provide additional information or documentation related to their review in relation to a reconsideration request.
- Submit information requested by BDE related to complaints or administrative review requests within **three (3)** business days of request.

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3.4 SBF PROGRAM - OBJECTIVE 4: CLOSE FILES OF GRANT AWARDS PROVIDED, VERIFY COMPLIANCE WITH ALL GRANT AGREEMENTS, GATHER REQUIRED DOCUMENTATION, AND TAKE APPROPRIATE ACTIONS.

KEY OBJECTIVE #4	KEY ACTIVITY	INDICATOR	SOURCE VERIFICATION	TARGET	TIMELINE
Close files of grant awards provided. Verifying compliance with all Grant Agreements, gathering all required documentation, and taking appropriate actions	4.1 Complete receipt review process for cases and verifying compliance with Grant Awards and Intended Use of Funds for all disbursed awards.	<ul style="list-style-type: none"> Notifications of Compliance or Non-compliance 	Notifications Sent, Dashboards, Grant Management System and Monthly Repots	<ul style="list-style-type: none"> Complete the expenditure review of 100% of all cases assigned. 	Quarterly from Q2 2024 to Q4 2025
	4.2 Gather all necessary documentation for case Closeout.	<ul style="list-style-type: none"> Cases closeout 	Notifications Sent, Dashboards, Grant Management System and Monthly Repots	<ul style="list-style-type: none"> Provide a closeout recommendation to 100% of all cases assigned. 	Quarterly from Q2 2024 to Q4 2025

3.4.1 KEY ACTIVITY 4.1: COMPLETE RECEIPT REVIEW PROCESS

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The SBF Program must verify that all beneficiaries of grant awards under the program have complied with their Grant Agreements and their Intended Use of Funds. All grant funds must be spent in accordance with these agreements. Beneficiaries of these funds must submit receipts to support their compliance with these agreements and validate that the funds were spent in accordance with them. Once the applicants have submitted their receipts the Subrecipient must validate that these receipts indeed validate that the beneficiary is in compliance with their agreements. To diligently review these receipts, the SBF Program will provide support and resources where contractors will provide the subrecipient with support in collecting the necessary receipts and establish a case pipeline of cases with all receipts gathered, initially reviewed and ready for final validation. The subrecipient is tasked with validating the receipts within the expenditure review pipeline and accomplishing reviews with the established timeframe. Once the receipts of a beneficiary have been reviewed the subrecipient will recommend whether they have identified that the applicant is in compliance or non-compliance with the corresponding Grant Agreement and Intended Use of Funds and refer the case for further action.

- Goal to complete the expenditure review of **100%** of all cases assigned. For cases that reached close out phase before the execution of the present agreement, the notification should be sent during a period of ninety (90) days after works start.

3.4.2 KEY ACTIVITY 4.2: GATHER ALL NECESSARY DOCUMENTATION FOR CASE CLOSEOUT

The SBF Program must verify National Objective data for all beneficiaries of the Program. For the SBF Program this National Objective is LMI Microenterprise, LMI Job Creation, among others. The appropriate determination of LMI for any of these categories requires that the Subrecipient gather all necessary data from each beneficiary at the appropriate stage in the SBF Program process. LMI Microenterprise requires that all owner data and supporting documentation be gathered. LMI Job Creation requires that data for all employees and supporting documentation (payroll for the month) be gathered during the grant award process and then be gathered again three to six months later after the receipt review process with supporting documentation (payroll for the month). Other LMI Nation Objectives require that the beneficiary case file is completed with all data appropriately entered in the system (name, address, UEID, EIN, etc.).

- Goal to provide a closeout recommendation to **100%** of all cases assigned.

3.5 HBA PROGRAM – OBJECTIVE 5: COMPLETE UNDERWRITING ANALYSIS OF ELIGIBLE HBA APPLICATIONS

Key Objective #5	KEY ACTIVITY	INDICATOR	SOURCE OF VERIFICATION	TARGET	TIMELINE
Complete underwriting review of Program applications to make an award recommendation to HBA Partner PRHFA and Perform underwriting review and QA/QC from PRHFA Underwriting contractors.	5.1 ELIGIBLE APPLICATIONS UNDERGO COMPLETE UNDERWRITING PROCESS REVIEW AND ARE SUBMITTED FOR AWARD DETERMINATION RECOMMENDATION TO SUBRECIPIENT	% of cases reviewed and submitted to the Partner	Cases ready for closing submitted through the Grant Management System	100% of cases submitted to Program Partner for underwriting analysis	Quarterly from Q2 2024 to Q4 2025
	<ul style="list-style-type: none"> Review lending institution submissions Track with lending institutions when cases are ready for closing Ensure all required documentation for closing is final Prepare recommendation for Partner review 	% of cases reviewed (QA/QC) from PRHFA Underwriting contractors # Award Determination Recommendations	QA/QC of a minimum of 20% of monthly closed cases	QA/QC of a minimum of 20% of monthly closed cases Monthly recommended determinations as requested by PRDOH.	

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3.5.1 KEY ACTIVITY 5.1: COMPLETE UNDERWRITING REVIEW AND SUBMIT AWARD DETERMINATION RECOMMENDATION TO PROGRAM PARTNER AND QA/QC ACTIVITIES

The Underwriting analysis must be completed on all HBA cases as a step in the eligibility process to confirm the applicant meets the financial criteria to receive a federal award. This underwriting analysis takes place after an applicant's case has first been reviewed by HBA participating lending institutions to confirm the applicant meets all Program requirements for eligibility (excluding financial underwriting review) and that the file possesses all necessary documentation to move on to the underwriting analysis phase.

The Program has a selection of eligible applicants from which the Subrecipient must identify cases to be processed. While this selection will not be the responsibility of Underwriters, it is part of the production pipeline that will yield cases ready for underwriting analysis.

Once a case has been deemed eligible by the Program Partner, the Underwriters will review the individual case file in the system of subsidy of the Program. Among the tasks that must be performed by the Underwriters for each case is to review lending institution submissions, track with lending institution when the case can be determined to be ready for closing and ensure all documentation required for closing is completed and final. The underwriting process for each case will be completed when the Underwriter prepares a final recommendation for award determination and returns the file to Program Partner for final review. The target for this activity is for the Underwriters to complete **one hundred percent (100%)** of the cases submitted for underwriting analysis, perform QA/QC from PRHFA Underwriting contractors, and perform monthly award determination recommendations as per PRDOH request. The average timeline for analysis and completion of review of a completed case is **three (3) to six (6) hours**, when needed.

The Underwriters are responsible for tracking cases, completing the underwriting analysis in accordance with Program Guidelines, standard operating procedures, and under the guidance of HBA Program staff. This role is a support function to the Program and underwriting analysis services under this agreement are provided in addition to the existing team of underwriters from the HBA's Program Partner, the PRHFA.

3.6 PROGRAM RESERVES

The PRDOH reserves the right to modify or remove any of the key activities listed above or, if appropriate, increase tasks prior to and during the term of this SRA.

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EXHIBIT C
KEY PERSONNEL
RE-GROW PR URBAN RURAL AGRICULTURE PROGRAM
SMALL BUSINESS FINANCING PROGRAM
PATHSTONE CORPORATION

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Below is the Staffing Plan for the CDBG-DR **Underwriting and Closeout Services** Program which reflects a combination existing employees or new hired employees dedicated for the CDBG-DR **Underwriting and Closeout Services** Program.

I. Roles

Roles

- Deputy Director
- Team Lead
- Underwriting Officer
- Director of Programs
- Programs Specialist
- Close-out & Compliance Specialist
- Assistant

II. Roles Description:

Role	Description
Deputy Director	Implement programmatic strategies to meet national program objectives for SBF and Re Grow Program. Supervise employees and oversee staffing plan. Review application and determine eligibility per approved program guidelines, determine unmet needs, and ensure reasonable and necessary use of funds for SBF and Re-Grow Program. Perform any other necessary function to complete underwriting review of applications. Manage and implement program activities according to agreed-upon procedures. Review applicants with respect to potential duplication of benefits and determinate award amounts for applicants under the SBF and Re-Grow Program. Review and approve employee's timesheets and assist in processing invoices for payments.
Team Lead	Oversee Underwriting activities for Re-Grow and SBF Program. Implement programmatic strategies to meet

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Role	Description
	<p>national program objectives for SBF and Re Grow Program. Review application and determine eligibility per approved program guidelines, determine unmet needs, and ensure reasonable and necessary use of funds for SBF and Re-Grow Program. Perform any other necessary function to complete underwriting review of applications. Manage and implement program activities according to agreed-upon procedures. Review applicants with respect to potential duplication of benefits and determinate award amounts for applicants. Also, responsible for leading and supervising expenditure review and closeout activities and logistic as needed for SBF and Re-Grow Programs. Compile and prepare data for reports and programs' status meetings. Serve as point of contact with PRDOH and stakeholders for daily matters related to program implementation.</p>
Underwriting Officer	<p>Review application and determine eligibility per approved program guidelines, determine unmet needs, and ensure reasonable and necessary of intended use of funds for the SBF and Re-Grow Program. Prepare and send communications to applicants and other entities in the process as needed. Gather documents and data related to underwriting reviews for the SBF and Re-Grow Program. Review documentation with respect to HUD underwriting criteria. Review applicants under SBF and Re-Grow Program for potential duplication of benefits. Perform any other necessary function to complete underwriting review of applications. Perform these tasks for the HBA Program as requested by PRDOH. Could perform all task assigned to the Close-out & Compliance Specialist as need to meet program's goals.</p>
Director of Programs	<p>Implement programmatic strategies to meet national objectives for HBA Program and Close Out for Re-Gow and SBF. Supervise employees and oversee staffing plan. Review loan requests, work with lending institutions to identify when cases are ready for closing and ensure all required closing documentation is final. Perform any other necessary function to complete underwriting reviews and process electronic loan packages for closing. Manage and implement programs activities according to agreed-upon procedures. Evaluate the information provided at closeout to determine the compliance with the award determination and grant agreement. Review and approve employee's timesheets and complete invoices for payments. Perform review of Program Guidelines and perform QA/QC on</p>

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Role	Description
	awarded cases, as requested by Program with Underwriting Services. Any other task as may be needed.
Programs Specialist	Review loan request, work with lending institutions to identify when cases are ready for closing and ensure all required closing documentation is final. Perform other necessary functions to complete the underwriting review of applications and electronic loan packages for closing. Perform review of Program Guidelines and perform QA/QC on awarded cases, as requested by Program with Underwriting Services. Could perform all task assigned to the Close-out & Compliance Specialist as need to meet program's goals. Perform any other necessary function to complete underwriting review of applications.
Close-out & Compliance Specialist	Request information and documents from applicants to complete the close out process for Re-Grow and SBF Programs. Evaluate the information provided to determine the compliance with the award determination and grant agreement. Prepare and send communications to applicants and other entities in the process as needed. Gather documents and data related to close out process. Perform any other necessary function to complete close out review of award made by the programs. Perform these tasks for the HBA Program as requested by PRDOH.
Assistant	Provide support to Re Grow, SBF and HBA underwriting and closeout services' staff by coordinating meetings, receiving calls from applicants and providing status when needed. Prepare monthly reports after collecting data from staff. Prepare and submit invoices. Join and attend program meetings with POC's, lenders and other subrecipients as needed. Assist in any and all implementation of program activities.

III. Notes:

- 1) Position names may not necessarily coincide to current positions within Subrecipient's roster of employees; nevertheless, invoices submitted by Subrecipient must coincide with the position names indicated in this Exhibit.
- 2) Subrecipient may use one (1) or more of its employees for each of the approved staff positions, therefore the maximum budget shall consider the summary of payroll costs for employees authorized for the position.
- 3) Subrecipient payroll operates on a bi-weekly basis, therefore on various months during the year the total maximum hour per position are up to one hundred and eighty (180) hours.

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EXHIBIT D – SECTION 1

BUDGET

RE-GROW PR URBAN-RURAL AGRICULTURE, SMALL BUSINESS FINANCING & HOMEBUYER ASSISTANCE PROGRAMS PATHSTONE CORPORATION

DESCRIPTION OF SERVICES

PathStone will provide Underwriting and Closeout Services for various CDBG-DR programs, especially the Re-Grow PR Urban Rural Agriculture Program, Small Business Financing Program and Homebuyer Assistance Program to assist with the economic recovery of Puerto Rico. These services include the following two (2) functions:

- Complete the underwriting process to determinate the amount of CDBG-DR assistance that is necessary and reasonable to assist the applicant in achieving recovery.
- Ensure Program compliance by confirming that all applicants meet federal and local regulations, and programmatic requirements.

PathStone will provide the services for all applications received via the agencies delegated to administer the programs. The PathStone staff assigned to the Programs will complete their underwriting review with an understanding that different levels of review may be required depending upon differences in the size and scope of each Program Application, and in the case of a microenterprise or other small business, based upon differences in the capacity and level of sophistication among businesses of differing sizes.

The funds committed by this SRA will be used only to provide services in connection with the program. The program budget will support the salaries (including fringe benefits) for employees per the responsibilities described in **Exhibit C**. The PathStone staff will deliver underwriting services, compliance review, monitoring, reporting, strategic planning, and coordination to ensure the achievement of program goals and its success. PathStone will request reimbursement of indirect cost per the Negotiated Indirect Cost Related Agreement as approved by the United States Department of Labor.

PathStone has included only the costs necessary to cover reimbursement for staff travel at federal mileage rate, minimum equipment for the staff to be hired and the space that will be used for the Re-Grow PR Urban Rural Agriculture Program, Small Business Financing Program and Homebuyer Assistance Program.

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EXHIBIT D - SECTION 2 - BUDGET

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Grant: CDBG-DR			
Contractor: PATHSTONE CORPORATION			
Program: UNDERWRITING & CLOSEOUT SERVICES			
DRGR Activity Code:			
Cost Type	Chart of Accounts Code	Activity Description	CONTRACT Budget
ADMINISTRATION			\$ -
Costs			
TOTAL COSTS			\$ -
PLANNING			\$ -
Costs			
TOTAL COSTS			\$ -
PROJECT			\$ 4,840,124.00
Project			
TOTAL COSTS			\$ -
PROJECT ACTIVITY DELIVERY COSTS			
Staffing		Direct salaries of the staff members for the programs.	\$ 3,761,142.00
Professional Services		IT and Autoattendant services	\$ 12,800.00
Other Operating		Operational costs associated with delivery and implementation of services	\$ 1,016,182.00
Equipment		Equipment such as but not limited to computers, monitors, backup batteries, copier, printer, scanner, desks and chairs for the program.	\$ 50,000.00
TOTAL COSTS			\$ 4,840,124.00
GRAND TOTAL			\$ 4,840,124.00

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Budget Detail

UNDERWRITING & CLOSEOUT SERVICES

Subrecipient Name: **PATHSTONE CORPORATION**

STAFFING

Position	Qty. of Resources [A]	Estimated Hours per month per Resource [B]	Months Needed [C]	Estimated Hourly Rate [D]	Estimated Monthly Cost [E=AxBxD]
Deputy Director	1	80	42	\$ 61.88	\$ 4,950.40
Team Lead	1	176	42	\$ 60.93	\$ 10,723.68
Close-out & Compliance Specialist	14	176	42	\$ 39.55	\$ 97,451.20
Underwriting Officer	4	176	42	\$ 39.55	\$ 27,843.20
Director of Programs	1	80	42	\$ 104.36	\$ 8,348.80
Programs Specialist	2	176	42	\$ 39.55	\$ 13,921.60
Assistant	3	176	42	\$ 29.82	\$ 15,744.96
Total Maximum Monthly Cost:					\$ 178,983.84
**Total Cost for 3.5 Years (42 Months):					\$ 3,761,142.00

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

**The "Total Cost for 3.5 Years (42 Months)" should not be interpreted on a per month basis, but as the total aggregate budget for Subrecipient staffing expenses during the total performance period of 42 months.

PROFESSIONAL SERVICES

Services Name	Services Description	Budget
IT Services	IT services for computer and systems installation and programming.	\$ 7,800.00
Autoattendand Services	Autoattendand services for call in and auto messages services.	\$ 5,000.00
Total Budget for Services to be Contracted:		\$ 12,800.00

OTHER OPERATING

Item Name	Item Description	Budget
Travel	Reimbursement for travel expenses at federal rate.	\$ 5,879.00
Indirect Cost	Indirect Cost per the approved Negotiated Indirect Cost Rate Agreement.	\$ 735,303.00
Rent	Lease space for office of the program.	\$ 240,000.00
Telephone & Utilities	Electricity service, internet, office phone and cel phones for remote work.	\$ 35,000.00
Total Expenses Budget:		\$ 1,016,182.00

EQUIPMENT

Item Name	Item Description	Budget
Office Equipment	Equipment such as but not limited to computers, monitors, backup batteries, copier, printer, scanner, desks and chairs for the program.	\$ 50,000.00
Total Expenses Budget:		\$ 50,000.00

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 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.

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EXHIBIT F
HUD GENERAL PROVISIONS AND OTHER FEDERAL STATUTES,
REGULATIONS, AND PRDOH REQUIREMENTS
FOR RE-GROW PR URBAN-RURAL AGRICULTURE, SMALL
BUSINESS FINANCING & HOMEBUYER ASSISTANCE PROGRAMS
PATHSTONE CORPORATION

Given that the Subrecipient Agreement (SRA) involves funds for which the U.S. Department of Housing and Urban Development (HUD) is the oversight agency, the following terms and conditions may apply to this SRA. In addition, SUBRECIPIENT shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hudexchange.info/resource/2490/hud-form-4010-federallaborstandards-provisions/>.

These terms and conditions must be included in their entirety by the SUBCONTRACTOR in all purchase orders or subcontracts that are directly related to the SRA, even though some of the terms and conditions might not apply to a particular kind of purchase order or subcontract.

These general provisions may be updated from time to time. It is the sole responsibility of the SUBRECIPIENT to be aware of any changes hereto, to amend and implement such changes, and to ensure subcontracts terms and conditions are modified as necessary, if any.

General Provisions:

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this SRA shall be deemed to be inserted herein and the SRA shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the SRA shall forthwith be physically amended to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE

SUBRECIPIENT shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

3. BREACH OF SUBRECIPIENT AGREEMENT TERMS

The Puerto Rico Department of Housing (PRDOH) reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this SRA, in instances where the SUBRECIPIENT or any of its subcontractors violate or breach any SRA term. If the SUBRECIPIENT or any of its subcontractors violate or breach any SRA term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the SRA documents, and the rights and remedies available thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

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4. REPORTING REQUIREMENTS

The SUBRECIPIENT shall complete and submit all reports, in such form and according to such schedule, as may be required by the PRDOH and/or the Government of Puerto Rico. The SUBRECIPIENT shall cooperate with all the PRDOH and/or the Government of Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 C.F.R. § 200.328 and 24 C.F.R. § 570.507, when applicable.

5. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The SUBRECIPIENT will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include, but are not limited to:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Additionally, for contracts of \$10,000 or more, the SUBRECIPIENT shall file Form HUD 2516 (Contract and Subcontract Activity) with the PRDOH on a quarterly basis.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by HUD.

7. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The SUBRECIPIENT represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. Part 2424.

8. CONFLICTS OF INTEREST

The SUBRECIPIENT shall notify the PRDOH as soon as possible if this SRA or any aspect related to the anticipated work under this SRA raises an actual or potential conflict of interest, if applicable. The SUBRECIPIENT shall explain the actual or potential conflict in writing in sufficient detail so that the PRDOH is able to assess such actual or potential conflict. The SUBRECIPIENT shall provide the PRDOH any additional information necessary to fully assess and address such actual or potential conflict of interest. The SUBRECIPIENT shall accept any reasonable conflict mitigation strategy employed by the PRDOH, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

9. SUBCONTRACTING

When subcontracting, the SUBRECIPIENT shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (ii) Requiring unnecessary experience and excessive bonding;
- (iii) Noncompetitive pricing practices between firms or between affiliated Companies;
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest;
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and
- (vii) Any arbitrary action in the procurement process.

The SUBRECIPIENT represents to the PRDOH that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this SRA.

The SUBRECIPIENT will include these HUD General Provisions in every subcontract issued by it, so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

10. ASSIGNABILITY

The SUBRECIPIENT shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the PRDOH.

11. COPELAND "ANTI-KICKBACK" ACT

(Applicable to all construction or repair contracts)

Salaries of personnel performing work under this SRA shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of 1934, 48 Stat. 948; (codified at 18 U.S.C. § 874; and 40 U.S.C. § 3145). The SUBRECIPIENT shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

12. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers.)

The SUBRECIPIENT shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by SUBRECIPIENTS or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the CWHSSA, and the SUBRECIPIENTS and subcontractors shall comply with all

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regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

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13. DAVIS-BACON ACT

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation.)

The SUBRECIPIENT shall comply with the Davis Bacon Act (40 U.S.C. § 3141 *et seq.*) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by SUBRECIPIENTS or subcontractors, including employees of other governments, on construction work assisted under this SRA, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act.

On a semi-annual basis, the SUBRECIPIENT shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to PRDOH.

14. TERMINATION FOR CAUSE

(Applicable to contracts exceeding \$10,000)

If, through any cause, the SUBRECIPIENT shall fail to fulfill in a timely and proper manner his or her obligations under this SRA, or if the SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this SRA, the PRDOH shall thereupon have the right to terminate this SRA by giving written notice to the SUBRECIPIENT of such termination and specifying the effective date thereof, **at least five (5) days** before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the SUBRECIPIENT under this Agreement shall, at the option of the PRDOH, become the PRDOH's property and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the SUBRECIPIENT shall not be relieved of liability to the Government of Puerto Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the SUBRECIPIENT, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the SUBRECIPIENT for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the SUBRECIPIENT is determined.

15. TERMINATION FOR CONVENIENCE

(Applicable to contracts exceeding \$10,000)

The PRDOH may terminate this SRA at any time by giving at least a **ten (10) days'** notice in writing to the SUBRECIPIENT. If the SRA is terminated by the PRDOH as provided herein, the SUBRECIPIENT will be paid for the time provided and expenses incurred up to the termination date.

16. SECTION 503 OF THE REHABILITATION ACT OF 1973

(Applicable to contracts exceeding \$10,000)

The SUBRECIPIENT shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities:

- 1) The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The SUBRECIPIENT agrees to take affirmative action to employ, advance in employment and

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otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the SUBRECIPIENT;
 - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the SUBRECIPIENT including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- 2) The SUBRECIPIENT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - 3) In the event of the SUBRECIPIENT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - 4) The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the SUBRECIPIENT's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The SUBRECIPIENT must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the SUBRECIPIENT may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
 - 5) The SUBRECIPIENT will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the SUBRECIPIENT is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
 - 6) The SUBRECIPIENT will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Rehabilitation Act of 1973, as amended, as amended, so that such provisions will be binding upon each subcontractor or vendor. The SUBRECIPIENT will take such action with respect to

any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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17. EQUAL EMPLOYMENT OPPORTUNITY

(Applicable to construction contracts and subcontracts exceeding \$10,000)

The SUBRECIPIENT shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Subpt. B, Ch. 60).

During the performance of this Agreement, the SUBRECIPIENT agrees as follows:

- 1) The SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBRECIPIENT shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2) The SUBRECIPIENT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The SUBRECIPIENT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4) The SUBRECIPIENT will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the SUBRECIPIENT's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The SUBRECIPIENT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The SUBRECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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- 7) In the event of the SUBRECIPIENT's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the SUBRECIPIENT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 8) SUBRECIPIENT shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The SUBRECIPIENT will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

**18. CERTIFICATION OF NONSEGREGATED FACILITIES
(Applicable to construction contracts exceeding \$10,000)**

The SUBRECIPIENT certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The SUBRECIPIENT agrees that a breach of this certification is a violation of the equal opportunity clause of this Agreement.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The SUBRECIPIENT further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

**19. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS
(Applicable to contracts exceeding \$100,000)**

The SUBRECIPIENT and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Ch. I, Subch. C, Pt. 60, Subpt. B and Ch. I, Subch. C, Pt. 93, Subpt. B, as amended, Section 508 of the

Federal Water Pollution Control Act (33 U.S.C. § 1368) and Executive Order 11738 of September 10, 1973.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- 1) A stipulation by the SUBRECIPIENT or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to Ch. I, Subch. C, Pt. 93, Subpt. B or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Ch. I, Subch. C, Pt. 60, Subpt. B, as amended.
- 2) Agreement by the SUBRECIPIENT to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- 4) Agreement by the SUBRECIPIENT that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the SUBRECIPIENT will take such action as the government may direct as a means of enforcing such provisions.

20. ANTI-LOBBYING

(Applicable to contracts exceeding \$100,000)

By the execution of this SRA, the SUBRECIPIENT certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3) The SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts,

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subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

21. BONDING REQUIREMENTS

(Applicable to construction and facility improvement contracts exceeding \$100,000)

The SUBRECIPIENT shall comply with 2 C.F.R. § 200.326 minimum bonding requirements:

- 1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.
- 2) A performance bond on the part of the SUBRECIPIENT for one hundred percent (100%) of the Agreement price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the SUBRECIPIENT's obligations under such contract.
- 3) A payment bond on the part of the SUBRECIPIENT for one hundred percent (100%) of the Agreement price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

22. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

- A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the in 24 C.F.R. Part 75 regulations.
- C. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the SUBRECIPIENT has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the SUBRECIPIENT's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training

positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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- D. The SUBRECIPIENT agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The SUBRECIPIENT will not subcontract with any subcontractor where the SUBRECIPIENT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.
- E. The SUBRECIPIENT acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contracting requirements of 24 C.F.R. 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts signed after this SRA.
- F. The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled: (1) after the SUBRECIPIENT is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT's obligations under 24 C.F.R. Part 75.
- G. Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- H. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (46 U.S.C. § 5307) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- I. The SUBRECIPIENT agrees to submit, and shall require its subcontractors to submit to them, quarterly reports to the PRDOH detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.

23. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT (URA)

Every project funded in part or in full by Community Development Block Grant – Disaster Recovery (CDBG-DR/MIT) funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 *et seq.*, and

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section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by the U.S. Department of Housing and Urban Development (HUD).

The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. PRDOH has also established the Uniform Relocation Assistance Guide & Residential AntiDisplacement and Relocation Assistance Plan (URA & ADP Guide) which provides guidance and requirements regarding URA compliance and minimizing displacement that are applicable to all CDBG-DR/MIT programs. The primary purpose of these laws and regulations is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

When CDBG-DR/MIT funds are planned, intended, or used for any activity or phase of a project and the phases are interdependent, URA applies to that activity or project. This includes any property acquisition, even if CDBG-DR/MIT funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-DR/MIT funds to complete the project or an interdependent phase of the project. Subrecipients are responsible for ensuring URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

24. FAIR HOUSING ACT

SUBRECIPIENT shall comply with the provisions of the Fair Housing Act of 1968, as amended. The Act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, disability, or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

25. ENERGY POLICY AND CONSERVATION ACT

SUBRECIPIENT shall comply with mandatory standards and policies relating to energy efficiency as contained in the Government of Puerto Rico's energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

26. POLITICAL ACTIVITY

The SUBRECIPIENT agrees to comply with mandatory standards and policies relating to Hatch Political Activity Act (Hatch Act), 5 U.S.C. §§ 1501–1508, which limits the political activity of employees.

The SUBRECIPIENT shall comply with the Hatch Act and shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. §§ 1501–1508.

The Hatch Act applies to political activities of certain state and local employees. As a PRDOH's SUBRECIPIENT, you may participate in any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The SUBRECIPIENT may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions

from subordinates in support of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

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27. HEALTH AND SAFETY STANDARDS

All parties participating in this project agree to comply with Sections 3702 and 3704 (a) of the Contract Work Hours and Safety Standards Act (CWHSSA), 40 U.S.C. §§ 3702 and 3704. Section 3704 (a) of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to a contract to acquire a commercial product (as defined in 41 U.S.C. § 103) or a commercial service (as defined in 41 U.S.C. § 103a).

28. PERSONNEL

The SUBRECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services required hereunder will be performed by the SUBRECIPIENT or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this SRA.

29. WITHHOLDING OF WAGES

If in the performance of this Agreement, there is any underpayment of wages by the SUBRECIPIENT or by any subcontractor thereunder, the PRDOH may withhold from the SUBRECIPIENT out of payment due to him or her an amount sufficient to pay to employees underpaid the difference between the wages required thereby to be paid and the wages actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the PRDOH for and on account of the SUBRECIPIENT or subcontractor to the respective employees to whom they are due.

30. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of professional staff or technicians performing work under this SRA shall be promptly reported in writing by the SUBRECIPIENT to the PRDOH for the latter's decision, which shall be final with respect thereto.

31. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

No person employed on the services covered by this Agreement shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer.

32. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

The SUBRECIPIENT agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The SUBRECIPIENT will be aware of and avoid any violation of the laws of this State which prohibit municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for

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the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The SUBRECIPIENT will also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public officer who has an interest in any contract passed by the board of which he or she is a member during the time he or she was a member and for one year thereafter.

33. INTEREST OF CERTAIN FEDERAL OFFICERS

No member of, or delegate to, the Congress of the United States and no Resident Commissioner shall be admitted any share or part of this Agreement or to any benefit to arise therefrom.

34. INTEREST OF SUBRECIPIENT

The SUBRECIPIENT agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the Work hereunder. The SUBRECIPIENT further agrees that no person having any such interest shall be employed in the performance of this Agreement.

35. RELIGIOUS ACTIVITY

The SUBRECIPIENT, in compliance with 24 C.F.R. 570.200(j) and 24 C.F.R. § 5.109 (c), agrees to provide equal participation to faith-based organizations in HUD programs and activities and to abstain from disfavoring any faith-based organization, including by failing to select a faith-based organization, disqualifying a faith-based organization, or imposing any condition or selection criterion that otherwise disfavors or penalizes a faith-based organization in the selection process using any funds related to this Agreement.

36. FLOOD DISASTER PROTECTION ACT OF 1973

The SUBRECIPIENT will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found Section 202(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4106, and the regulations in 44 C.F.R. Parts 59 through 79 and 24 C.F.R. § 570.605.

37. LEAD BASED PAINT

The SUBRECIPIENT must comply with the regulations regarding lead-based paint found at 24 C.F.R. Part 35, Subpt. A on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBGDR/MIT funds.

38. VALUE ENGINEERING

(Applicable to construction contracts exceeding \$2,000 when required by Federal Program legislation.)

The SUBRECIPIENT must comply with the regulations regarding systematic and organized approach to analyze functions of systems, equipment, facilities, services, and materials to ensure they achieve their essential functions at the lowest cost consistent to life cycle in execution, reliability, quality, and safety, in accordance with 2 C.F.R. § 200.318(g).

39. GENERAL COMPLIANCE

The SUBRECIPIENT shall comply with all applicable provisions of the Housing and

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Community Development Act of 1974, as amended, and the regulations at 24 C.F.R. § 570, as modified by the Federal Register notices that govern the use of CDBGDR/MIT funds available under this Agreement. See Federal Register Notice 83 FR 5844 (February 9, 2018). Notwithstanding the foregoing, (1) the SUBRECIPIENT does not assume any applicable of the PRDOH's responsibilities for environmental review, decision making, and action, described in 24 C.F.R. Part 58 and (2) the SUBRECIPIENT does not assume any applicable of the PRDOH's responsibilities for initiating the review process under the provisions of 24 C.F.R. Part 52.

The SUBRECIPIENT shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR/MIT funds in complying with its obligations under this Agreement, regardless of whether CDBGDR/MIT funds are made available to the SUBRECIPIENT on an advance or reimbursement basis. This includes without limitation, applicable Federal Registers; 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Community Development Act of 1974; 24 C.F.R. Part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. Part 35, Subpt. A; 24 C.F.R. Part 58; 24 C.F.R. Part 75; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards and the environment; and Action Plan amendments and HUD's guidance on the funds.

Where waivers or alternative requirements are provided for in the applicable Federal Register Notice dated February 9, 2018, at 83 FR 5844 or any future Federal Register Notice published by HUD ("HUD Notices"), such requirements, including any regulations referenced therein, shall apply.

The SUBRECIPIENT also agrees to comply with all other applicable Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines, whether existing or to be established, provided the same are applied to activities occurring after the date the policy or guideline was established, governing the Grant Funds provided under this Agreement. In the event a conflict arises between the provisions of this Agreement and any of the foregoing, the Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines shall control and this Agreement shall be interpreted in a manner so as to allow for the terms contained herein to remain valid and consistent with such Federal, State, and local laws, regulations, HUD Notices, policies and guidelines.

The SUBRECIPIENT shall also comply with applicable PRDOH's policies and guidelines as established in Program Guidelines and their amendments, if any, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov) which are herein included and made integral part of this Agreement, as it may be updated from time to time.

40. DUPLICATION OF BENEFITS

The SUBRECIPIENT shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155) and described in Appropriations Act. The SUBRECIPIENT must comply with HUD's requirements for duplication of benefits, imposed by Federal Register notice on the PRDOH, which are published in a separate notices entitled: "Clarification to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees" (November 16, 2011, 76 FR 71060); "Updates to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees" (June 20, 2019, 84 FR 28836); and "Applicability of Updates to Duplication of Benefits

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Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees," (June 20, 2019, 84 FR 28848). The SUBRECIPIENT shall carry out the activities under this Agreement in compliance with PRDOH's procedures to prevent duplication of benefits.

41. DRUG-FREE WORKPLACE

The SUBRECIPIENT must comply with drug-free workplace requirements in 2 C.F.R. §§ 182.200 through 182.230 of the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 81018106.

42. HOLD HARMLESS

The SUBRECIPIENT shall and hereby agrees to hold harmless, defend (with counsel acceptable to the PRDOH) and indemnify the Government of Puerto Rico, PRDOH, HUD and each and all of its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses of any form or nature arising from or related to the conduct of the SUBRECIPIENT in the performance of the efforts called for in this Agreement. This indemnity shall expressly include, but is not limited to, the obligation of the SUBRECIPIENT to indemnify and reimburse the PRDOH for any and all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in the PRDOH's enforcement of this Agreement or any portion thereof against the SUBRECIPIENT or otherwise arising in connection with the SUBRECIPIENT's breach, violation, or other noncompliance with this Agreement. This clause shall survive indefinitely the termination of this Agreement for any reason.

43. PRDOH RECOGNITION

Unless otherwise directed by the PRDOH, the SUBRECIPIENT shall ensure recognition of the role of HUD and the PRDOH in providing funding, services, and efforts through this Agreement. Unless otherwise directed by the PRDOH, all activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to role of HUD and of the PRDOH. In addition, the SUBRECIPIENT shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. The PRDOH reserves the right to direct specific reasonable recognition requirements on a case-by-case basis, including but not limited, to the size and content, waiver, removal or addition of such recognition.

44. LOGOS CLAUSE

The Parties hereto will not use the name of the other party, seals, logos, emblems or any distinctive trademark/ trade name, without the prior written express authorization of the other party.

45. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

The SUBRECIPIENT shall comply with the applicable provisions in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200.

46. FINANCIAL & PROGRAM MANAGEMENT

The SUBRECIPIENT shall expend and account for all CDBG-DR/MIT funds received under this Agreement in accordance with 2 C.F.R. § 200.302 and 2 C.F.R. § 200.303

and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

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The SUBRECIPIENT shall administer its program in conformance with Cost Principles as outlined in 2 C.F.R. § 200.400 through 2 C.F.R. § 200.476, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

47. DOCUMENTATION AND RECORD KEEPING

The SUBRECIPIENT shall maintain all records required by applicable law to be maintained, including but not limited to the Federal regulations specified in (1) 2 C.F.R. Part 200; (2) 24 C.F.R. § 570.506; and (3) the applicable HUD Notices that are pertinent to the activities to be funded under this Agreement, as well as any additional records required by the PRDOH. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR/MIT programs, as modified by the HUD Notices;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG-DR/MIT funds;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR/MIT program;
- f. Financial records as required by (1) 24 C.F.R. § 570.502; and (2) 2 C.F.R. Part 200;
- g. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

48. ACCESS TO RECORDS

The Government of Puerto Rico, the PRDOH, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the SUBRECIPIENT which are related to this SRA, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

49. RECORD RETENTION AND TRANSMISSION OF RECORDS TO THE PRDOH

The SUBRECIPIENT shall retain all official records on programs and individual activities shall be retained for the greater of **five (5) years**, starting from the closeout of the grant between PRDOH and HUD, or the end of the affordability period for each housing activity, whichever is longer. If any other laws and regulations as described in 24 C.F.R. § 570.490 applies to a project, the record retention period may be extended. All records involved in litigation, claims, audits, negotiations, or other actions, which have started before the expiration date of their retention, will be kept until completion of the action and resolution of all issues or the end of the regular **five (5) years period**, whichever is longer. (See 2 C.F.R. § 200.334 and 24 C.F.R. § 570.490(d).)

Records shall be made available to PRDOH upon request.

50. CLIENT DATA AND OTHER SENSITIVE INFORMATION

In the event that the SUBRECIPIENT comes to possess client data and other sensitive information as a result of this Agreement, then the SUBRECIPIENT shall maintain client

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data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to PRDOH monitors or their designees for review upon request.

The SUBRECIPIENT must comply with 2 C.F.R. § 200.303 and shall take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. § 200.82, and other information HUD or the PRDOH designates as sensitive or the SUBRECIPIENT considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality. Additionally, the Subrecipient must comply with the PRDOH CDBG-DR *Personally Identifiable Information, Confidentiality, and Nondisclosure Policy*, as found in the CDBG-DR Website (<https://cdbg-dr.pr.gov/en/download/personally-identifiable-informationconfidentiality-and-nondisclosure-policy/>), which is herein included and made integral part of this Agreement, as it may be updated from time to time

The SUBRECIPIENT shall comply with all State or local requirements concerning the privacy of personal records, consistent with 24 C.F.R. § 570.508 (local governments) and § 570.490(c) (States).

51. CLOSE-OUT

The SUBRECIPIENT's obligation to PRDOH shall not end until all close-out requirements are completed. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the PRDOH), properly addressing Program Income (as that term is defined in Section VI (A)(19) of the HUD Notice 83 FR 5844, 5856 (February 9, 2018, as may be amended by HUD)), balances, and accounts receivable to the PRDOH), determining the custodianship of records, and the SUBRECIPIENT certification of compliance with the terms of this Agreement. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG-DR/MIT funds, including Program Income.

Notwithstanding the terms of 2 C.F.R. § 200.343, upon the expiration of this Agreement, the SUBRECIPIENT shall transfer to the recipient any CDBG-DR/MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBGDR/MIT funds, further, any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG-DR/MIT funds (including CDBGDR/MIT funds provided to the SUBRECIPIENT in the form of a loan) shall be treated in accordance with 24 C.F.R. § 570.503(b)(7).

52. AUDITS AND INSPECTIONS

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the PRDOH, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within **thirty (30) days** after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments and/or termination.

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53. SINGLE AUDIT

The SUBRECIPIENT must be audited as required by 2 C.F.R. Part 200, Subpt. F, when the SUBRECIPIENT's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. § 200.501 (Audit requirements). Once said threshold is reached or exceeded, the SUBRECIPIENT shall notify the PRDOH and shall report that event in the corresponding monthly progress report, as provided in Part VI - Performance, Monitoring, and Reporting, Subpart B (Reporting) of this Agreement.

The SUBRECIPIENT shall procure or otherwise arrange for the audit to be conducted for that year, as required in 2 C.F.R. § 200.501(a)-(b); moreover, that it is properly performed and submitted when due in accordance with provisions that include but are not limited to those set forth in 2 C.F.R. § 200.512 (Report submission), as stated in 2 C.F.R. § 200.508(a) (Auditee responsibilities).

Among other relevant provisions, the SUBRECIPIENT shall comply with: (a) the Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 C.F.R. § 200.512(d)) and; (b) ensuring that reports do not include protected personally identifiable information as set forth in 2 C.F.R. § 200.512(a)(2)).

54. INSPECTIONS AND MONITORING

The SUBRECIPIENT shall permit the PRDOH and auditors to have access to the SUBRECIPIENT's records and financial statements as necessary for the PRDOH to meet the requirements of 2 C.F.R. Part 200.

55. CORRECTIVE ACTIONS

The PRDOH may issue management decisions and may consider taking enforcement actions including but not limited to corrective actions in 24 C.F.R. § 570.910 if noncompliance is detected during monitoring and audits. The PRDOH may require the SUBRECIPIENT to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the SUBRECIPIENT from the pass-through entity detected through audits, on-site reviews, and other means. A timely and appropriate action shall be predicated on reasonable standard wherein the SUBRECIPIENT utilizes all available resources to correct the noted issue or issues. In response to audit deficiencies or other findings of noncompliance with this Agreement, the PRDOH may impose additional conditions on the use of the CDBG-DR/MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

56. NONDISCRIMINATION

The SUBRECIPIENT shall comply with 24 C.F.R. Part 6, which implements the provisions of Section 109 of Title I of the Housing and Community Development Act of 1974, 42 U.S.C. § 5309. Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The SUBRECIPIENT shall adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (**Age Discrimination Act**) and the prohibitions against discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 (Section 504). Section 109 of the Housing and Community Development Act of 1974 makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR/MIT funds. Thus, the SUBRECIPIENT shall comply with regulations of 24 C.F.R.

Part 8, which implement Section 504 for HUD programs, and the regulations of 24 C.F.R. Part 146, which implement the Age Discrimination Act for HUD programs.

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The SUBRECIPIENT shall ensure that all CDBG-DR/MIT activities conducted by itself or its contractors are consistent with the applicable federal and local legal provisions, regulations, and policies that prohibit discrimination on the basis of race, creed, color, national origin, religion, sex, disability, familial status, actual or perceived sexual orientation or gender identity, marital status, or age, as established in the CDBG-DR Fair Housing and Equal Opportunity (FHEO) Policy for CDBG-DR Programs.¹

57. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT

The SUBRECIPIENT shall ensure that its Activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act.

The Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151-4156, requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 C.F.R. § 40.2 or the description of "facilities" in 41 C.F.R. § 102-76.60 are subject to the requirements of the Architectural Barriers Act of 1968 and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 C.F.R. Part 40 for residential structures, and 41 C.F.R. Subt. C, Ch. 102, for general type buildings).

The Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. § 12101 *et seq.* (ADA), provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

58. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (24 C.F.R. PART 1)

1) General Compliance:

The SUBRECIPIENT shall comply with the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*, and 24 C.F.R. § 570.601 and § 570.602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement. The specific nondiscrimination provisions at 24 C.F.R. § 1.4 apply to the use of these funds. The SUBRECIPIENT shall not intimidate, threaten, coerce, or discriminate against any person

¹ Follow the link for document access at the CDBG-DR Website: <https://cdbg-dr.pr.gov/en/download/fair-housingandequalopportunity-fheo-policy-for-cdbg-dr-programs/>.

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for the purpose of interfering with any right or privilege secured by Title VI of the Civil Rights Act of 1964 or 24 C.F.R. Part 1, or because he or she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 C.F.R. Part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 C.F.R. Part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

2) Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the SUBRECIPIENT assures that the program or activities described in this Agreement shall be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided shall be operated and administered in compliance with all requirements imposed by or pursuant to this 2 C.F.R. Part 1.

If the Federal financial assistance under this Agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the SUBRECIPIENT's assurance herein shall obligate the SUBRECIPIENT or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the SUBRECIPIENT for the period during which Federal financial assistance is extended pursuant to the contract or application.

This assurance gives the PRDOH and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR/MIT funds and provided to the SUBRECIPIENT under this Agreement, the instrument effecting any disposition by the SUBRECIPIENT of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If the SUBRECIPIENT receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

3) Women- and Minority-Owned Businesses (W/MBE)

The SUBRECIPIENT shall take the affirmative steps listed in 2 C.F.R. § 200.321(b)(1) through (6) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the SUBRECIPIENT procures property or services under this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended, 15 U.S.C. § 632 (a), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish

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heritage Americans, Asian- Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

In compliance with the CDBG-DR/MIT Minority and Women-Owned Business Enterprise Policy (M/WBE Policy), the SUBRECIPIENT shall complete a utilization plan to identify how they plan on successfully achieving the contracting goals for MBE and WBE's. SUBRECIPIENT shall also complete quarterly reporting to provide information on contracting opportunities and payouts provided to WBE or MBE contractors or subcontractors. SUBRECIPIENT shall also document their efforts and submit those to PRDOH on a quarterly basis. See the M/WBE Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov) which is herein included and made integral part of this Agreement, as it may be updated from time to time.

4) Notifications

The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

59. LABOR STANDARDS

The SUBRECIPIENT shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, 42 U.S.C. § 5310, and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act, as amended (40 U.S.C. § 3141, et seq.), and 29 C.F.R. Parts 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than eight (8) units.

The SUBRECIPIENT agrees to comply with 18 U.S.C. § 874 and it's implementing regulations of the U.S. Department of Labor at 29 C.F.R. Part 3 and Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the PRDOH for review upon request.

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; or nepotism activities.

60. CONDUCT

1) Contracts

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- a. Monitoring: As applicable, the SUBRECIPIENT will monitor all contracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- b. Content: The SUBRECIPIENT shall cause all of the provisions of this contract in its entirety to be included in and made a part of any contract executed in the performance of this Agreement, as applicable.
- c. Selection Process: The SUBRECIPIENT shall ensure that all contracts awarded after the execution of this Agreement and in the performance of such, follow the procurement policies and procedures described in this Agreement.
- d. Notification: The SUBRECIPIENT shall notify and provide a copy of any and all contracts related to this Agreement and CDBG-DR/MIT funds to the Contract Administration Area of the PRDOH CDBG-DR/MIT Legal Division within **three (3) days** of its execution.

2) Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 2 C.F.R. Part 200, as applicable, and 24 C.F.R. § 570.611, which include (but are not limited to) the following:

- a. It is presumed that the SUBRECIPIENT is subject to state and local ethic laws and regulations related to the conduct of its officers, employees or agents engaged in the award and administration of this Agreement.
- b. In the event the SUBRECIPIENT is not, the SUBRECIPIENT shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of this Agreement. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would rise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or Parties to sub Agreements. However, recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-DR/MIT assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the CDBG-DR/MIT assisted activity, or with respect to the proceeds from the CDBG-DR/MIT assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of **one (1) year** thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the PRDOH, the SUBRECIPIENT, or any designated public agency.
- d. Clause of Governmental Ethics Certification of Absence of Conflict of Interests - The SUBRECIPIENT certifies that: (1) No public servant of the PRDOH

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has pecuniary interest in this contract. (2) No public servant of the PRDOH has solicited or accepted, directly or indirectly, for him (her), for any member of his family unit or for any other person, gifts, allowances, favors, services, donations loans or any other thing of monetary value. (3) No public servant of the PRDOH related to this transaction, asked for or accepted any good of economic value, from any person or organization as payment for the duties and responsibilities of his employment. (4) No public servant of the PRDOH has solicited, directly or indirectly, for him (her), any member of his family unit, neither for any other person, business or organization, any good of economic value, including gifts, loans, promises, favors or services in exchange for his(her) obligations and performance of said public employment, to influence or favor any organization. (5) No public servant of the PRDOH has kinship relationship, within the fourth degree of consanguinity and second by affinity, with nobody in public employment that has faculty to influence and to participate in the institutional decisions of this Agreement.

61. CITIZEN GRIEVANCES

If the SUBRECIPIENT receives any complaint or grievance, it shall refer said complaint or grievance immediately to the PRDOH CDBG-DR/MIT Program so that PRDOH may respond appropriately.

62. TECHNICAL ASSISTANCE AND TRAININGS

The SUBRECIPIENT shall attend any and all technical assistance and/or trainings that the PRDOH requires from time to time at its discretion. Failure to attend may be considered as cause for termination.

63. DISASTER RELIEF ACCOUNT

Pursuant to Federal Register Vol. 85, No. 17, 85 FR 4681 (January 27, 2020), PRDOH must comply with an additional requirement imposed by an Order of October 26, 2017, granted by the United States District Court for the District of Puerto Rico, as may be amended from time to time. As required by the Order, grant funds or disaster relief funds received by the Commonwealth of Puerto Rico or other Non-Federal Entities (as defined by 2 C.F.R. § 200.69) shall be deposited solely into a Disaster Relief Account.

As a result thereof, under the terms of the beforementioned Court order and under the conditions of this Agreement, any and all CDBG-DR/MIT funds subawarded by PRDOH to its SUBRECIPIENTS shall be deposited into a new, separate, non-co-mingled, unencumbered account held in the name of the SUBRECIPIENT. The funds shall be used solely for eligible activities. Further, the SUBRECIPIENT shall provide and make available to PRDOH any and all documentation related to such account.

64. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (OSH ACT)

The SUBRECIPIENT shall comply with the Occupational Safety and Health Act of 1970 (OSH Act) as supplemented by the Department of Labor regulations. This Act created the Occupational Safety and Health Administration (OSHA). OSHA sets and enforces protective standards of safety and health in the workplace. Under the OSH Act, employers have a responsibility to provide a safe workplace.

Employers must comply with the 29 CFR 1910 General Obligations Clause of the OSH Act. This clause requires employers to maintain their workplaces free from serious recognized hazards. This includes the adoption of safety and health guidelines and the subsequent training of the employer's workforce in these.

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Subrecipient whose Scope of Work includes construction activities must comply with the General Clauses, and also with provisions of 29 CFR 1926 "Construction Health and Safety Regulations". It shall be a condition of any contract for construction, alteration and/or repair, including painting and decorating, that no contractor or subcontractor for any part of the contract work shall require any worker or mechanic employed in the performance of the contract to work in an environment or in unhealthy, hazardous or dangerous working conditions to their health or safety.

END OF DOCUMENT



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NON-CONFLICT OF INTEREST CERTIFICATION FOR RE-GROW PR URBAN-RURAL AGRICULTURE, SMALL BUSINESS FINANCING & HOMEBUYER ASSISTANCE PROGRAMS PATHSTONE CORPORATION

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

Date

María G. Rodríguez Collazo

Printed Name

Director of Housing Programs

Position