



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

**AMENDMENT D TO THE SUBRECIPIENT AGREEMENT  
BETWEEN THE**

**PUERTO RICO DEPARTMENT OF HOUSING  
AND**

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

Contract No. 2021-DR0194

Amendment No. 2021-DR0194D



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This **AMENDMENT D TO THE SUBRECIPIENT AGREEMENT** ("**AMENDMENT D**") is entered into this 4 day of December, 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 LPRÁ § 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 **FUNDACION MODESTO GOTAY PRO PERSONAS CON DISCAPACIDAD INTELLECTUAL Y DEL DESARROLLO INC.** ("**Subrecipient**"), a nonprofit corporation with principal offices at 876 Street Km 4.6, Las Cuevas, Trujillo Alto, Puerto Rico, represented herein by its President of the Board of Directors, Héctor M. Boussón García, of legal age, married and resident of Trujillo Alto, Puerto Rico; collectively the "**Parties**".

**I. RECITALS AND GENERAL AWARD INFORMATION**

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

**WHEREAS**, on May 4, 2023, the Parties executed **Amendment A**, registered as Contract Number **2021-DR0194A** ("**Amendment A**"), to modify **Exhibit B** (Timeline and Performance Goals) and include updated versions of **Exhibit F** (HUD General Provisions) and **Exhibit H** (Subrogation and Assignment Provisions). **Section II. ATTACHMENTS** and **Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS** were modified to add **Exhibit J** (Non- Conflict of Interest Certification). **Section V. EFFECTIVE DATE AND TERM** was amended to incorporate a twelve (12) months term extension that resulted in a new performance period of thirty-six (36) months from the date of the execution of the Agreement, ending on **May 4, 2024**. Also, **Section XI. CDBG-DR POLICIES AND PROCEDURES** and **Section XII. FORCE MAJEURE** were modified via **Amendment A**. Moreover, **Section XXXI. SYSTEM AWARD FOR MANAGEMENT (SAM) REGISTRATION** and **Section XXXII. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE** were added to the Agreement. Nevertheless, the Total Authorized Budget of the Agreement remained unchanged.

**WHEREAS**, on September 27, 2023, the Parties executed an **Amendment B** to the Agreement, Contract Number **2021-DR0194B** ("**Amendment B**"). Via **Amendment B**, the Parties agreed to modify **Exhibit C** (Key Personnel), removing Section I. Personnel Breakdown, renumbering Section II. Roles Description as Section I, and incorporating a new role and description for Project Manager. Also, **Exhibit D** (Budget) was modified to

include the amended Personnel Breakdown, including the new Project Manager position and the budget redistribution. **Amendment B** did not affect the overall budget amount of the Agreement.

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**WHEREAS**, on April 25, 2024, the Parties executed an **Amendment C** to the Agreement, Contract Number **2021-DR0194C** ("**Amendment C**"). Via **Amendment C**, the Parties agreed to extend the **END DATE** of the Agreement to **December 4, 2024**. In addition, the **GENERAL AWARD INFORMATION** table in **Section I.** of the Agreement and **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 were amended. Also, updated versions of **Exhibit B** (Timelines and Performance Goals) and **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements) were incorporated. All other provisions of the original Agreement, including the total authorized budget, remained unaltered.

**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**, as stated via Corporate Resolution dated November 18, 2024, Héctor M. Boussón García is authorized to sign and enter into this **AMENDMENT D** with the PRDOH in behalf of the Subrecipient, and by signing this **AMENDMENT D**, 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

The goal of the Program is to create high-quality, modern, resilient housing solutions for highly vulnerable populations such as, but not limited to: homeless, senior citizens, domestic violence victims, persons with intellectual disability, persons with developmental and/or physical disability, persons living with HIV/AIDS, individuals recovering from addiction and individuals with other functional or access needs. To

achieve the Program goals, the Parties acknowledge and agree that it is necessary to amend and extend the **END TERM** of the Agreement to **January 31, 2026**.

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In addition, modifications to the **GENERAL AWARD INFORMATION** table in **Section I.** of the Agreement and **Section V. EFFECTIVE DATE AND TERM** are being incorporated to accommodate the aforementioned term extension.

Also, updated versions of **Exhibit A** (Scope of Work), **Exhibit B** (Timelines and Performance Goals), **Exhibit C** (Key Personnel), and **Exhibit D** (Budget) are being incorporated by reference into the Agreement.

As stated before, all other provisions of the original Agreement, including the total authorized budget, 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-17-DM-72-0001
CDBG-DR Grantee Federal Award Date:	September 20, 2018
CDBG-DR Grantee Unique Entity Identifier:	Unique Entity ID: FFMUBT6WCM1
Federal Award project description:	See <b>Exhibit A</b> ("Scope of Work")
Subrecipient Contact Information:	Héctor M. Boussón García President of the Board of Directors Fundación Modesto Gotay Pro Personas con Discapacidad Intelectual y del Desarrollo Inc. P.O. Box 665 Trujillo Alto, PR 00976 Tel. (787) 423-9799 Email: fmgotay@gmail.com
Subrecipient Unique Identifier:	Unique Entity ID #: NKP2KGF7MZU6
Subaward Period of Performance:	Start Date: Effective Date, as defined in <b>Section V</b> of the Agreement, as amended. End Date: <b>January 31, 2026</b>
Funds Certification:	Dated: April 26, 2021 Authorized Amount: <b>\$2,500,000.00</b> Funds Allocation: CDBG-DR "R01HI1SIH-DOH-LM" Account Number: 6090-01-000 See <b>Exhibit E</b> ("Funds Certification")

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- b. **Section V. EFFECTIVE DATE AND TERM** of the Agreement is being amended as follows:

*This Agreement shall be in effect and enforceable between the parties from the date of its execution. The performance period of this Agreement extends from the date of its execution, ending on **January 31, 2026.***

*The End of Term shall be the later of (i) **January 31, 2026**; (ii) the date as of which the Parties agree in writing that all Close-Out Requirements<sup>1</sup> have been satisfied or, where no Close-Out Requirements apply 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.*

[...]

- c. **Exhibit A** (Scope of Work) of the Agreement is being modified by an updated version hereto incorporated by reference into the Agreement (**Attachment I**), to revise the language to be consistent with the changes implemented in Exhibit B.
- i. Language that is inconsistent with the expected deliverables is being either revised for clarity or removed entirely. This will ensure alignment between the project's scope and the deliverables outlined in **Exhibit B** (Timelines and Performance Goals), improving accuracy and facilitating better performance tracking throughout the project phases.
- d. **Exhibit B** (Timelines and Performance Goals) of the Agreement is being modified by an updated version hereto incorporated by reference into the Agreement (**Attachment II**), to align with Program activities and closeout.
- i. Key Activities, Timelines & Performance are being modified to better align subrecipient deliverables and timelines to achieve the Program's objectives. This adjustment will enable the Program to more effectively measure and monitor the subrecipient's performance across the various phases of the proposed project, such as planning, design, construction, and closeout.
- e. **Exhibit C** (Key Personnel) of the Agreement is being modified by an updated version hereto incorporated by reference into the Agreement (**Attachment III**), to eliminate the position of Project Manager.
- f. **Exhibit D** (Budget) of the Agreement is being modified by an updated version hereto incorporated by reference into the Agreement (**Attachment IV**), to align the Exhibit with the changes implemented in **Exhibit C** (Key Personnel). The distribution of Self-Performed Services (personnel breakdown) is being modified as follows:
- i. The Project Manager position is being removed.
  - ii. The Executive Director and Financial Oversight positions' Unit Price and Estimated Monthly Cost, respectively, are being updated.

- iii. Unit Price for the Executive Director is modified from \$0 to \$33.85.
- iv. FTE column is being removed. Estimated Monthly Cost calculated based on .20 FTE (32 hrs.); however, staff positions may incur in additional hours based on program needs.

### 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 V**).

[SIGNATURES ON THE FOLLOWING PAGE.]

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

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

By: William O. Rodríguez Rodríguez  
William O. Rodríguez Rodríguez (Dec 4, 2024 17:04 AST)  
Name: William O. Rodríguez Rodríguez  
Title: Secretary

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

By: Héctor M. Boussón García  
Héctor M. Boussón García (Dec 4, 2024 16:12 AST)  
Name: Héctor M. Boussón García  
Title: President of the Board of Directors



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## EXHIBIT A

### SCOPE OF WORK

#### SOCIAL INTEREST HOUSING PROGRAM

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

##### 1. Program Overview/Background

This Scope of Work defines the Subrecipient tasks, that must be performed in order to support the Puerto Rico Department of Housing (PRDOH) in the implementation of the **Social Interest Housing (SIH) Program**; as part of Puerto Rico's recovery efforts, in accordance to Federal, State, and Local regulations, and in connection with appropriated disaster assistance funding under the Community Development Block Grant for Disaster Recovery (CDBG-DR) Program.

The Program's goal is to expand existing housing solutions to increase the number of vulnerable populations served, and/or bring existing housing to decent, safe, and sanitary conditions, in compliance with applicable provisions of federal, state and local laws, building codes, ordinances, rules and regulations, accessibility, health and safety standards.

The activities under this Program will be managed and implemented by the Subrecipient, and overseen by PRDOH, which may in its discretion procure Consultant[s] to implement any aspect of such eligible Program Activities. With the intent of being consistent with the requirements of this Subrecipient Agreement (SRA), the Subrecipient shall be reimbursed for any Eligible Costs incurred in carrying out Program Activities within eligible budget amounts.

The PRDOH reserves the right to modify or delete the task listed and, if appropriate, add additional tasks before and during the agreement's term.

##### 2. National Objective

Given that the Program will provide funding to a wide range of activities, PRDOH anticipates that the National Objective shown below will be applicable.

The National Objective of this Program is to benefit Low- and Moderate-Income (LMI) persons<sup>1</sup> (below eighty percent (80%) Area Median Family Income (AMFI) according to the HUD Modified Income Limits for CDBG-DR Puerto Rico<sup>2</sup>), through the Limited Clientele (LC) LMI sub-category. To qualify under the LC subcategory, activities funded under this Program must meet one (1) or more of the criteria listed in the SIH Program Guidelines.

##### 3. Program Description

The Program will be overseen by the Puerto Rico Department of Housing (PRDOH) and implemented by eligible Non-Profit, Non-Governmental Organizations

<sup>1</sup> 24 C.F.R. § 570.483 (b)

<sup>2</sup> These limits change annually.

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(NGOs) – as Subrecipients – who respond, with a viable Project proposal, to a Notice of Funding Availability (NOFA).

The objectives of the Program are the following:

- Provide funding to Applicants who are committed to providing social interest housing and working with diverse populations to ensure accessibility of individuals having a wide-range of socioeconomic, physical, emotional, and other impairments.
- Provide funding to Applicants to expand existing housing to increase the number of vulnerable persons served and/or bring existing housing to decent, safe, and sanitary conditions, in compliance with applicable State and Local government construction codes, and health and safety standards in disaster impacted areas.

Program funding will be based on organizational qualifications and identification of highly vulnerable populations.

#### 4. General Tasks

The Subrecipient must work closely with the PRDOH to accomplish the identified tasks. The Subrecipient may be required to implement these general tasks throughout the life of the Program until its closeout.

PRDOH will provide funding and technical assistance to the Subrecipient to complete the following tasks:

##### Task 1. Acquisition of Property (if applicable)

**Activity:** Acquisition of real property by PRDOH, including acquisition of property under the SIH Program, is subject to the real property acquisition requirements established in Puerto Rico Executive Order No. 4 of January 20, 2004 (OE-2004-04). Prior to completing the acquisition of real property, PRDOH must obtain the following documents:

- a) Survey Plans and/or project plans, such as construction or demolition plans, schematic drawings, engineering drawings, among others;
- b) Property registry certification of the property to be acquired, issued no more than **six (6) months** prior to the acquisition;
- c) A debt certification from the property owner issued by the Puerto Rico Department of Treasury, issued within **six (6) months** of submission to PRDOH;
- d) Letter from PRDOH authorizing the acquisition of the property.

The Subrecipient shall sign all the required documentation and any other requirements given by PRDOH.

##### Task 2. Temporary Relocation (if applicable)

**Activity:** Subrecipient may use CDBG-DR funds for temporary relocation payments and assistance to persons displaced by an activity that is not subject to the requirements described above. This may include payments and other assistance for temporary relocation (when persons are not permanently displaced).

Applicants to the SIH Program qualify for temporary relocation assistance, only if they must vacate the storm-impacted property during program-sponsored construction. Applicants who are not residing in the storm-impacted property for any reason other than program-sponsored construction are not eligible for temporary relocation assistance. The SIH Program may provide temporary relocation assistance only on an extremely limited basis and as a last resort for applicants to secure temporary housing during program-sponsored construction.

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In order to qualify for temporary relocation assistance, the Applicant must:

Be determined to be eligible to receive assistance that requires the Applicant vacate the damaged property during construction:

- a) Have an income of less than fifty percent (50%) of HUD-approved income limits for Puerto Rico;
- b) Have no Duplication of Benefits (DOB) issues that could prevent the Program from providing services.
- c) Have exhausted all possible options to temporarily reside with friends, family, in self-funded housing or any other options available; and
- d) Have no other options for temporary housing.

The Subrecipient will provide and submit documentation to PRDOH that supports the temporary relocation qualifications.

**Task 3. Document Control and Information Technology**

**Activity:** Subrecipient shall engage in the use of the latest technologies for the document controls and information technologies as an ancillary requirement to operate and interact with the SIH Program as mentioned in the section 5.1 *Eligible Activities* of the SIH Program Guidelines. No additional compensation for the implementation, maintenance, or licenses of these technologies will be provided to the Subrecipient.

The Subrecipient is expected to use and implement commercial technologies for communication(s) purposes, that are deemed necessary to coordinate and complete the project.

The Subrecipient shall provide general contact information regarding the designated Point of Contact (POC) to establish initial and regular communication with PRDOH. The Subrecipient shall also be granted access to the Grant Management System Grant Compliance Portal and will be responsible for submitting all the required documentation throughout the Program/Project's life.

**Task 4. Training**

**Activity:** The Subrecipient must attend and complete the courses required by PRDOH. The Subrecipient will be responsible to participate in mandatory sessions of training, but not limited to the following:

Module Series Name	Module Description
CDBG-DR 101	Participants will learn the basic requirements for the CDBG-DR, eligible disaster activities, national objectives requirements and the waiver process.
Fair Housing & Equal Opportunity 101	This module introduces the federal compliance statutes and federal guidance on Fair Housing, Equal Opportunity and related requirements, their applicability, and what triggers the need to comply for different program areas.
Davis-Bacon 101	This module introduces the federal compliance statutes and other federal guidance on Davis-Bacon, its applicability, and what triggers the need to comply.

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<b>Section 3 &amp; M/WBE 101</b>	This module introduces the federal compliance statutes and other federal guidance on Section 3 and M/WBE, its applicability, and what triggers the need to comply.
<b>Environmental 101</b>	This module introduces Environmental Review requirements typically associated with CDBG-DR activities, timing, and planning considerations for compliance, and tips and resources available to grantees.
<b>Procurements 101</b>	This module introduces Procurements terminology and processes. The module will also approach Conflict of Interest concepts relevant to Procurement Processes.
<b>Finance 101-104</b>	These modules introduce Finance terminology and processes. The modules will also include the development of internal controls and implementation of such, as well as monitoring procedures to ensure the effectiveness of internal protocols.
<b>Recordkeeping 101</b>	This module introduces the Recordkeeping requirements and processes.
<b>Anti-fraud, Waste, Abuse, &amp; Mismanagement 101</b>	This module introduces Anti-Fraud, Waste, Abuse and Mismanagement requirements and processes. The session will also approach Conflict of Interest concepts.
<b>Grant Management/Administration Principles 101-107</b>	These modules introduce the roles and responsibilities of subrecipients, applicable systems to manage CDBG-DR program data, management

**Task 5. Reporting**

**Activity:** The Subrecipient will be responsible for submitting progress reports to the PRDOH to inform the status of tasks, work progress, construction schedule analysis, and financial status by the project(s). Each report must be prepared in compliance with PRDOH's reporting requirements.

As requested, the Subrecipient shall meet with the PRDOH to discuss the status of the project(s), applicant concerns, and any other issues that may have arisen during the administration of the assigned SIH Program.

The Subrecipient will provide the PRDOH with milestone reports on established schedule, as well as required documents to the Grant Compliance Portal for PRDOH to monitor the project(s). This system will serve as the Subrecipient digital platform to upload all required information permitting the review and approval by designated personnel. Access will be provided by PRDOH.

The Subrecipient will compile and review the necessary information to also prepare reports required by HUD and will comply with HUD regulations.

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Additionally, the Subrecipient will present to the PRDOH, on an established periodic basis, a complete inventory of assets with an acquisition price of five hundred dollars (\$500.00) 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.

Finally, the Subrecipient will complete any other task necessary to ensure proper accounting and reporting as required by the Program.

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.

#### **Task 6. Invoicing**

**Activity:** The Subrecipient will be responsible for submitting invoices for the reimbursement of costs, regarding internal staff or contracted services. This will occur through PRDOH's Financial Management System, to ensure that submittals are completed within compliance of regulations and standards. Upon the execution of the SRA, the Subrecipient will receive training on how to properly use this Financial Management System. Reimbursement is contingent upon provision and acceptance of adequate invoicing materials. Those required materials include proof of payment, daily time sheets with description of tasks and activities performed, and others as described in the PRDOH Finance Manual. Staff time will be reviewed for cost allowability, reasonableness, and allocability prior to reimbursement, and may be returned if described tasks and activities are not relevant to the SIH Program, or if documentation is insufficient or for any other reason deemed necessary by PRDOH Finance.

The Requests for Reimbursements Form must be submitted with all supporting invoices, bills, time sheets, the Monthly Report, and any other document necessary to justify the payment or any other supporting document requested by PRDOH. The Request for Reimbursement must be accompanied by supporting documentation from the Subrecipient demonstrating that all procurements for goods and services have been made, are in accordance with this Agreement.

#### **5. Specific Tasks: Project development tasks**

The Subrecipient will prepare and submit all necessary documentation related to proposed projects for development under this Program. Proposed projects documentation shall demonstrate compliance with all eligibility requirements established in the SIH Program Guidelines and must be submitted via the Grant Management System. Submitted documentation must comply with the CDBG-DR funds requirement which can only be used on costs that are defined within the Program Guidelines and within the SIH NOFA. In this role, the Subrecipient will manage all major aspects of the Program. The Subrecipient must work closely and regularly with the PRDOH to identify and accomplish the tasks at hand. The Subrecipient may be required to coordinate with other firm(s), contracted by the PRDOH, that will be providing services for other CDBG-DR Programs.

PRDOH will provide funding and technical assistance to the Subrecipient to complete the following tasks:

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### Task 7.1. Subrecipient Staff

**Activity:** The Subrecipient shall submit to PRDOH a revised Organizational Structure Chart presenting each position, necessary to perform all tasks of this Agreement. The Organizational Structure Chart shall identify which positions will be provided by Subrecipient's employees and which positions will be provided through subcontracted professional services. The Organizational Chart must be submitted within **ten (10) business days** after the signing of the Agreement.

For each professional service to be contracted, the Subrecipient shall submit a plan for procurement of services including the following information: service description, schedule of request announcement and estimated cost of service. All procurement shall be fulfilled in the Grant Compliance Portal for record keeping purposes.

The Subrecipient shall submit to the PRDOH the request for authorization of key personnel that will perform services for the positions established in **Exhibit C** (Key Personnel) of this Agreement. The PRDOH will provide necessary forms to Subrecipient for authorization requests of employees. The PRDOH will not reimburse the Subrecipient for work performed by employees without an authorization before performing work.

After the signing of the Agreement, the Subrecipient shall submit an Organizational Structure Chart to the Grant Compliance Portal, for record keeping purposes. Additionally, the Subrecipient will submit a plan for procurement for each contracted service, **Exhibit C**.

### Task 7.2. Project(s) Work Plan Submission

**Activity:** After receiving Pre-Application approval from PRDOH, the Subrecipient will prepare and submit all required forms and documentation for the completion of the Project Application in compliance with the Program Guidelines and procedures, utilizing internal staff and/or contracted professional services. The Subrecipient shall submit a Project Workplan for each project Application. The submission of each Project Workplan documentation shall be made via the Grant Compliance Portal. At minimum, the Workplan shall contain, but not limited to:

- Project Detail Description - Project location and Site Plan identifying the project limits, proposed buildings footprint, parking, vehicular and pedestrian access, zoning setbacks, easements, open spaces, and landscape-communal areas.
- Requirements - Meet the CDBG-DR Program Guidelines and Specify any local and federal code that is required and must comply for the project.
- Land and Topography - Provide the Land and Topography Survey Map including utilities, easements, and existing trees.
- Zoning and Code Compliance - Provide the corresponding zoning map and identify the parcels where the Project is located. The zone district of the parcels shall be also identified.
- Implementation Schedule - Specify the corresponding duration in weeks for each task (activity).
- Cost Estimate - In accordance with the Puerto Rico Disaster Recovery Action Plan, as amended, to ensure the cost reasonableness of the goods and services under the CDBG-DR program, the Subrecipient for the SIH Program may perform the following analysis to assess cost reasonableness:
  - o **Comparison of Proposed Prices and Historical Contracts:** Historical data can be used to compare the cost of materials and activity of similar projects. Depending on the timing of the prices being

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compared, adjustments for inflation may be required to compare data in a fair manner.

- o **Comparison of Proposed Prices with Prices Obtained through Market Research:** When a good or service has an established market price, whether locally or in another jurisdiction, the verification of an equal or lower price may be used to establish cost reasonableness. Also, when the market value of a specific good or service is not found, a comparison with a substantially similar good or service may also be performed to establish cost reasonableness.

The Subrecipient may acquire professional services to prepare and submit the Application documentation for the project(s). To acquire professional services, the Subrecipient shall comply with procurement processes in compliance with the federal procurement rules and regulations found in 2 CFR § 200.318 through §200.327.CDBG-DR Program.

All new construction, rehabilitation and renovation works for the SIH Program are required to follow federal, state, and local codes, rules and regulations. Works must also be performed after obtaining all required endorsement and permits. The Subrecipient shall ensure compliance with all applicable provisions of federal, state and local laws, building codes, ordinances, rules and regulations, and accessibility, health and safety standards, and any other requirement for the works to be undertaken by the SIH Program.

The Subrecipient will be responsible to provide all professional services including but not limited to, project management services, inspection services, and design/build services. Figure 1 provides an example of an organizational structure to be implemented by the Subrecipient.

**Procured Design / Build Workflow:**

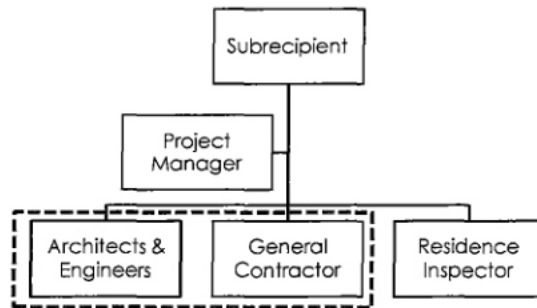


Figure 1. Subrecipient Organizational Chart for Design Build. (Architects, Engineers, & Contractors are a joint-venture and require a single contract).

The Subrecipient will fulfill the professional services in compliance with the following roles and responsibilities (see Tasks 1). One of the above workflow methods will be selected and approved by PRDOH for the given Project.

Through the Grant Compliance Portal, the subrecipient will submit all outstanding forms and documentation for the Project Application. The Subrecipient will also present a Workplan for each project application.

**Task 7.2.1. Project Management Services**

**Activity:** Utilizing internal staff and/or contracted professional services, the Subrecipient shall fulfill all the required Project Management Services to incorporate the best construction management and administrative practices possible, for the SIH Program. These practices may include but are not limited to the following examples of roles and responsibilities listed below.

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In order to acquire and proceed with these professional services, the Subrecipient shall abide by the applicable procurement process for CDBG-DR. The Subrecipient will submit the Project Management Services Procurement Package to PRDOH for record keeping purposes.

- a) Act as Point of Contact between the project's implementation and Executive Manager.
- b) Lead coordination and control over execution of approved project(s) activities.
- c) Assist coordination and report overall and specific project(s) activities.
- d) Monitor project status and control team performance (including all staff and vendors under the subrecipient's direct and indirect supervision) in accordance with established performance goals, regulatory compliance, and quality standards and recommend corrective action and/or performance plan for underperforming team members, subcontractors, vendors, or other staff.
- e) Lead and coordinate the implementation of change management, risk management, and quality assurance.
- f) Lead and approve project(s) monitoring activities to prepare and present reports as required by the PRDOH.
- g) Lead, coordinate, and facilitate all necessary high profile, program-wide public presentations, and meetings, subrecipient meetings, and government or non-government stakeholders' meetings.
- h) Organize the selected personnel and subcontractors. Coordinate, support, and analyze performance measurement of subrecipients and contractors, and report results in coordination with PRDOH or representative.
- i) Maintain a complete understanding of all applicable CDBG-DR Program's policies, requirements, procedures, and guidelines; and identify/promote all necessary corrective actions.
- j) Coordinate documentation submissions for approved project(s).
- k) Track and report status and performance of approved project(s).
- l) Provide, coordinate, or manage technical assistance to technical team (e.g., consultants and employees performing technical work to develop project).
- m) Review and recommend for payment, the invoices related to professional services certifications for payment and construction change orders.
  - o Provide solutions to the unforeseen conditions and reduce contract modifications.
- n) Monitor and prepare progress reports to communicate the status of work, pending matters, and the budgetary situation of the project(s).
- o) Identify, communicate, and resolve delays or situations that affect the scope, budget, or schedule of the project(s).
  - o Establish, prioritize, and enforce production and performance goals in alignment with Program priorities and objectives. Lead coordination and control over execution of all Program activities.
- p) Lead the management of project development from each Project Application through necessary planning, design, construction, and closure of the project.
- q) Monitor compliance with applicable regulations, laws, safety codes, standards, policies, management of program resources, including permit(s), environmental laws, and current procedures applicable to the development of construction project as mentioned in the SIH Program Guidelines.
- r) Deliver staff listed in **Exhibit C** promptly to support Program demands, which may increase or decrease as needed and can change throughout the Program life cycle. Always ensure enough staff to support timely and efficient Program operations.
- s) Establish, communicate, and enforce standard, efficient, and streamlined processes and strategies to support delivery of Program goals, risk management, quality assurance, and change management; engage in total quality management practices to regularly evaluate effectiveness of

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established processes and implement change when needed. Processes may be subject to PRDOH review and approval.

To acquire professional services for the construction and management of the Project, the Subrecipient will complete and submit the Project Management Services Procurement Package to PRDOH for record keeping purposes.

#### **Task 7.2.2. Design-Build Services**

**Activity:** Mainly, Design and Construction services will be required for projects of new construction, rehabilitation, and renovation. They may resemble single family housing units, (detached or otherwise), two-unit structures, multi-unit properties, group homes, or other property types that abide by the standards within Special Interest Housing that benefit the targeted population being served.

Utilizing internal staff and/or contracted professional services, the Subrecipient shall perform all required Construction Services. To acquire professional services, the Subrecipient shall comply with the applicable procurement processes. The Subrecipient will submit the procurement package, Design-Build Services to PRDOH for record keeping purposes.

PRDOH reserves the right to require revision(s) and resubmission(s) of draft award documentation.

To acquire Design-Build services, the Subrecipient may submit the Procurement Package and corresponding documentation, and further await PRDOH revision.

**Task 7.3. Project Design Development Activity:** By means of internal staff and/or contracted professional services, the Subrecipient shall prepare all necessary construction documents for project development and implementation for the project approved by the PRDOH. This Task includes preparation of all required construction documentation including, but not limited to, the following examples: construction drawings and technical specifications, property acquisition drawings and documentation, technical studies, and analyses, required permits and endorsements, cost estimates, construction schedule (CPM), and all necessary construction bid documentation. During the preparation of the above-mentioned documents, the subrecipient can choose to incorporate resilient materials, concrete, as well as resilient characteristics, seismic restraints for equipment and if applicable windstorm resistant for exterior windows following up to date building codes.

During the performance of this Task, the Subrecipient shall conduct and complete the required deliveries for PRDOH. The submissions of construction documentation will be delivered in compliance with established benchmarks. They will be subject to revision and must demonstrate the progress of work in compliance with the roles and responsibilities specified in the procurement process. Delivery timelines and deadlines shall be coordinated with the PRDOH before commencing the design development of project.

After the revision of each delivery, the Subrecipient should expect comments from PRDOH that might require further revisions of the documentation. PRDOH expects to receive a Compliance Certification with each required progress delivery, to ensure that applicable codes and regulations are met and that the progress accomplished was prepared by the designated Registered Architect (RA)/Professional Engineer (PE) in charge of each project. The Subrecipient may request technical assistance from the PRDOH to prepare required documentation.

*"I, [Name of the Architect or Engineer, license number #####], certify that I am the Professional who designed these plans and the complementary specifications. I also certify that I understand that such plans and specifications comply with the applicable provisions of the latest version of the Puerto Rico*

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*Building Code, Regulations of Agencies, Regulatory Boards or Public Corporations with jurisdiction.*

*I acknowledge that any false statement or falsification of the facts that has occurred without knowledge or through negligence, whether by me, my agents, or employees or by other persons with my knowledge, hold me liable for any judicial and disciplinary action before any competent authority.*

*I further certify that all forms, specifically those that are completed online, have been reviewed or prepared by me, which I understand are safe for the environment, health, and wellness in accordance with accepted standards, and that the information submitted is true. I further acknowledge that the falsification of any statement or the omission of relevant information will entail the corresponding legal and disciplinary actions, including, but not limited to, the file without prejudice to the case."*

#### **Task 7.4. Environmental Review and Clearance**

**Activity:** The Subrecipient will be required to submit all necessary information/documentation to the PRDOH Environmental Consultant that are contracted to prepare and process the required documentation. The Subrecipient will receive from the PRDOH Environmental Consultant the final Environmental Review. The Environmental clearance must be obtained for the Project to obtain the commitment of federal or non-federal funds for construction purposes. No construction can start until the Environmental Clearance is approved by PRDOH. Any violation of this requirement may jeopardize federal funding for the Program and may disallow all costs that were incurred before the completion of the Environmental Review.

#### **Task 7.5. Construction Phase**

Within the Construction Phase, the Subrecipient will monitor the performance of the Contractor by using the Timelines and Performance Goals as stated in **Exhibit B**. While PRDOH may consider additional costs as they arise, the Contractor must be prepared to perform (and document) the Designated Project's requirements in compliance with the Project Application process subject to PRDOH's approval thereof. In the event PRDOH's funds do not cover one hundred percent (100%) of the agreed upon budget, the Subrecipient must present a showing of committed supplemental funding.

The Subrecipient shall initiate the Construction Phase while keeping record and submitting the construction documentation as follows:

- a) Coordinate and facilitate pre-construction meeting(s) for the project(s);
- b) Prepare monthly inspection reports and certify the drawing request submitted by the General Contractor or Project Resident Inspector, in a timely manner.
- c) Conduct pre-intervention process and make determinations regarding monthly draw requests which are submitted by the General Contractor, including monthly site and hard construction payments and approval of construction retainage payment (as part of this review, the subrecipient shall ensure that the General Contractor has met all of the prerequisites outlined in the CDBG-DR Program Guidelines and the Executed Agreement);
- d) Ensure execution of monthly inspection(s);
- e) Disburse CDBG-DR funding for approved drawing requests;
- f) General Contractor must submit requests for Change Order(s) to the Resident Inspector, then he must evaluate and validate the Change Order(s) is a reasonable cost and then recommend proceeding to the Project Manager, the Subrecipient, and the Project Point of Contact. Finally, the Change Order shall be submitted to PRDOH via the Grant Management System.
- g) Coordinate the compliance monitoring of the Davis-Bacon Act and all applicable CDBG-DR, federal and state regulations, and rules;
- h) Monitor compliance with the Uniform Relocation Act;

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- i) Work with PRDOH to ensure environmental monitoring, as necessary;
- j) Complete Punch List Inspection.

For the construction phase, the Subrecipient or designees will be responsible of guaranteeing adequate construction practices have been conducted and that the practices are following industry standards. They shall ensure that all contracted construction services have been completed before proceeding with project closeout.

Under this task, projects of new construction, rehabilitation and renovation will be considered completed only when the following conditions are met:

- a) All the change order(s) requests have either been closed, eliminated, or executed
- b) All punch lists have been corrected;
- c) All non-conformance reports have been signed and approved by the Subrecipient.
- d) Delivery of the Final Report and its corresponding Certification of Works has been completed.
- e) The project has passed final inspection, as evidenced by the Written Inspection Report(s) from the Residence Inspector and Project Manager.
- f) Final punch list has been executed and the Certificate of Occupancy ("Permiso de Uso") has been awarded to complete project closeout

#### **Task 7.6. Construction Inspection Services**

**Activity:** Utilizing internal staff and/or contracted professional services, the Subrecipient shall provide appropriate construction inspection services for the approved project(s). To acquire these professional services, the Subrecipient shall comply with the applicable procurement processes. The Construction Inspection Services Procurement Package must be submitted to PRDOH for record keeping purposes.

At a minimum, the Subrecipient shall comply with the following roles and responsibilities for construction inspection services:

- a) Attend preconstruction meeting and participate in weekly construction meetings;
- b) Serve as the field/construction Point of Contact;
- c) Provide daily and regular correspondence with the General Contractor;
- d) Coordinate the project schedule with the General Contractor, and other required participants;
- e) Maintain necessary written communications with the Project Manager and Subrecipient;
- f) Inspect and monitor the Project's progress and construction methods to ensure that construction work meets contract requirements;
- g) Communicate and resolve field problems with the General Contractor, Project Manager, and any other affected parties;
- h) Coordinate the necessary activities to perform required materials testing;
- i) Coordinate the evaluation of testing results with Architect and/or Engineer to ensure compliance with project requirements;
- j) Assist the General Contractor with the coordination of any required utility relocation;
- k) Coordinate inspection activities with required Public or Private Utility Entity, as required by permits or endorsements;
- l) Prepare and submit necessary digital monthly reports, which at a minimum, document weather conditions, on-site construction personnel, hours worked, construction equipment used, detailed description of construction activities observed, photos, and documentation of any field decisions;
- m) Ensure compliance with all permits and endorsements of construction project;
- n) Measure and document project quantities, maintain digital records and logs of all quantities;

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- o) If necessary, prepare cost estimates and to submit to Project Manager/Architect/Engineer, for review and approval;
- p) Review General Contractor quality control documentation;
- q) Coordinate survey and staking needs for the project;
- r) Conduct wage interviews with individual employees to complete report documentation to provide to the Project Manager;
- s) Prepare and finalize necessary project closeout documentation;
- t) Prepare punch list items among other necessary lists of items and deficiencies that need to be corrected;
- u) Monitor work zone traffic control;
- v) Evaluate the overall progress of construction works;
- w) Confirm that all contract requirements have been met by the contractors performing services and implementing the construction works;
- x) Monitor project safety in compliance with the Occupational Safety and Health Administration (OSHA) regulations.

If necessary, the Subrecipient shall perform the Procurement for Construction Inspection services of the Project(s) in compliance with the scope established. The Subrecipient is responsible for coordinating construction inspection services to ensure that these services are contracted prior to the start of construction. Construction inspection services shall be provided throughout the entire construction phase and will abide by federal and state laws as well as the applicable local laws and regulations.

The Subrecipient shall submit Inspection Reports through the Grant Compliance Portal.

#### **Task 7.7. Program Closeout**

**Activity:** The Subrecipient will be responsible for the closeout process of the housing solution project. The closeout procedures and record documentation will be defined and coordinated with PRDOH, or its representatives. Following the Record Retention and Transmission of Records to the PRDOH Subrecipient. Subrecipient should:

- a) Ensure Project related documents and deliverables have been submitted to PRDOH through the Grant Compliance Portal;
- b) Maintain and preserve the Project's records until the time period required by the federal and state laws and regulations;
- c) Assist with any audits perform by the Owner or its representatives;
- d) Ensure that all Program funding has been expended in accordance to the Subrecipient Agreement and that suppliers/subcontractors have completed all tasks required.

**Note:** All records shall be retained and maintained for a period of at least **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. Furthermore, they must be made available to PRDOH upon request. Any other task necessary to ensure proper closeout of the SIH Program.

The Subrecipient shall ensure that the procured construction-related services submit a Construction Project Closeout Binder, which may include the following, as applicable to the Project:

- a) Binder cover, dividers, and checklist;
- b) Copy of the Agreement and its amendments;
- c) Waterproofing system warranties;
- d) Transfers of all warranties and equipment;
- e) Operation and Maintenance Manuals;
- f) List of vendors, supplier or manufacturer used;
- g) Record drawings, signed and sealed;
- h) Record specification, signed and sealed;

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- i) Master plumber certifications:
- j) Professional electrician certifications (interior and exterior):
- k) Submittal log and its digital copies in pdf format:
- l) Copy of closing government permits; and
- m) Any other documents required by the SIH Program.

**END OF DOCUMENT**



## EXHIBIT B

### TIMELINES AND PERFORMANCE GOALS

### SOCIAL INTEREST HOUSING PROGRAM

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

#### PROGRAM OBJECTIVE:

The Program aims to provide funding to applicants committed to providing Social Interest Housing and to expand existing housing to increase the number of vulnerable persons served and/or bring existing housing to decent, safe, and sanitary conditions and meet compliance with construction codes. The Program provides funding to NGOs that aim to increase housing opportunities for vulnerable individuals while also improving existing housing conditions to meet decent, safe, resilient, and sanitary standards in disaster-impacted areas.

The National Objective of this Program is to benefit Low- and Moderate-Income (**LMI**) persons (below eighty percent (80%) Area Median Family Income (AMFI) according to the HUD Modified Income Limits for CDBG-DR Puerto Rico) through the Limited Clientele (**LC**) LMI sub-category.

#### 1. TERMS:

- **Key Component** – The primary objective the Program wants to achieve.
- **Key Activity** – Tasks or activities necessary to carry out the Program's activities and objectives.
- **Indicator** – The quantitative method used to demonstrate that the Key Activities are in progress or completed.
- **Source of Verification**—The documentation used to verify that the indicators have been met and that the activities are in progress or completed. All sources of verification should be submitted to PRDOH.
- **Target** – The goal is to demonstrate that the Key Activity has been performed.
- **Work Plan Schedule** – Refers to a document with project schedule where the activities and timeframes of performance are established in detail. The document serves as an expansion of the Timelines and Performance Goals set forth in general terms under this Exhibit.
- **Project(s)** – Refers to the construction or rehabilitation of a housing solution as proposed by the NGO in the Notice of Funds Availability (**NOFA**) response.

## 2. TIMELINES & PERFORMANCE GOALS

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KEY COMPONENT	KEY ACTIVITY	INDICATORS	SOURCE OF VERIFICATION	TARGET	TIMELINE
1. Project Planning	1.1 Develop a Work Plan Schedule	(#) of work plan schedule approved by PRDOH	Document with one (1) schedule detailing project's activities and sub activities with their timeframe for completion	One (1) work plan schedule approved by PRDOH	Within <b>twenty (20) days</b> of the Subrecipient Amendment execution.
	1.2 Conduct procurement packages	(%) of procurement packages	Documents that evidence the procurements process conducted such as: <ul style="list-style-type: none"> <li>o SOW</li> <li>o Public Notice</li> <li>o Cost Estimates</li> <li>o Contract Executed</li> <li>o Communications</li> <li>o Among others</li> </ul>	100% procurement packages completed	As per the Work Plan Schedule
	1.3 Acquisition (if applicable), Evaluation and Management of Property for Project Development	(#) of properties under evaluation, (if applicable)	Document providing evidence of the following: <ul style="list-style-type: none"> <li>o Inspection documents, feasibility studies, project site studies, meetings, and reports, among others</li> <li>o Communication showing the property interest, negotiation process, evaluation, and</li> </ul>	One (1) viable property per project for Project Development approved by PRDOH	As per the Work Plan Schedule

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KEY COMPONENT	KEY ACTIVITY	INDICATORS	SOURCE OF VERIFICATION	TARGET	TIMELINE
			agreement, among others, as applicable. ○ Legal documents confirming the acquisition of property (if applicable)		
	1.4 Project Design Development	(%) of project design development approved by PRDOH	Document providing evidence of the following: ○ Inspection documents, feasibility studies, project site studies, meetings, and reports, among others  30% of project design development submitted for PRDOH review and approval  60% of project design development submitted for PRDOH review and approval  90% of project design development submitted for PRDOH review and approval  100% of project design development submitted for PRDOH approval	60% of project design development approved by PRDOH  90% of project design development approved by PRDOH  100% of project design approved by PRDOH	As per the Work Plan Schedule

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KEY COMPONENT	KEY ACTIVITY	INDICATORS	SOURCE OF VERIFICATION	TARGET	TIMELINE
	1.5 Conduct Project Permits, Endorsement and/or Certification Package; as applicable	(# of Permits and endorsements package approved by local and federal agencies	Documents and communications that demonstrate the efforts to obtain all project permits and endorsements (as applicable), such as: <ul style="list-style-type: none"> <li>o Project explanatory memoranda</li> <li>o Request for Permits and endorsements</li> <li>o Approved permits and endorsements</li> <li>o Official meetings and communications with local or federal agencies</li> <li>o Evidence of payments</li> <li>o Among other</li> </ul>	One (1) Project permits, endorsement and/or certifications approved	As per the Work Plan Schedule

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KEY COMPONENT	KEY ACTIVITY	INDICATORS	SOURCE OF VERIFICATION	TARGET	TIMELINE
2. Construction	2.1 Project Construction and Inspection Phase	(# of projects that completed construction	Documents and evidence of construction activities and their Inspection (if applicable), such as the following: <ul style="list-style-type: none"> <li>o Notice to Proceed</li> <li>o Construction meeting reports</li> <li>o Construction inspections and/or supervision reports</li> <li>o Commissioning report</li> <li>o Photos of construction</li> <li>o As-built drawing</li> <li>o Certificate of Occupancy — ("Permiso de uso") request; as applicable</li> <li>o Substantial Completion</li> <li>o Certificate of Occupancy — ("Permiso de uso") approved by local agency; as applicable</li> <li>o Project owner acceptance letter</li> <li>o Certifications such as green building standards, utilities, among other</li> </ul>	One (1) Project(s) Construction Completion	As per the Work Plan Schedule

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KEY COMPONENT	KEY ACTIVITY	INDICATORS	SOURCE OF VERIFICATION	TARGET	TIMELINE
<b>3. Closeout</b>	3.1 Project Closeout	(#) of Project Closeout approved by PRDOH	Document requesting Project Closeout to PRDOH  Project Closeout Approved by PRDOH	One (1) Project Closeout Approved by PRDOH	As per the Work Plan Schedule
	3.2 Conduct SRA Closeout	(#) of SRA Closeout Request approved by PRDOH	Document requesting SRA Closeout to PRDOH  SRA Closeout request approved by PRDOH	One (1) SRA Closeout Completed	As per the Work Plan Schedule

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### **KEY ACTIVITY 1.1: DEVELOP A WORK PLAN SCHEDULE**

The objective of this key activity is that the Subrecipient presents a schedule that includes key activities distributed across a defined timeline for compliance and project delivery. The document is to be presented by the Subrecipient and sent to the PRDOH for review and approval. An approved Work Plan Schedule is binding upon the parties for monitoring, measurement, and oversight of the SRA Key Activities' progress.

### **KEY ACTIVITY 1.2: CONDUCT PROCUREMENT PACKAGES**

The objective of this key activity is that the Subrecipient conducts all the necessary procurement of services for project development, establishing all requirements needed to perform the project/construction management services, construction inspection services, and the design and construction components required to complete the Project. These documents and the procurement processes to be performed shall comply with all applicable local and federal laws and regulations, including the provisions in 2 C.F.R. §§ 200.318-200.327.

### **KEY ACTIVITY 1.3: ACQUISITION (IF APPLICABLE), EVALUATION AND MANAGEMENT OF PROPERTY FOR PROJECT DEVELOPMENT**

The objective of this key activity is to ensure that the Subrecipient effectively manages the acquisition (if applicable), evaluation, and negotiation processes for properties necessary for project development under the NOFA for the SIH Program. This involves conducting thorough evaluations and inspections to assess the feasibility of properties, engaging in negotiations (if applicable), and managing the acquisition process to secure properties that meet project requirements. The activity also includes documenting all relevant procedures, communications, meetings, and legal confirmations to ensure compliance with project goals and regulatory standards. Acquisition activities must be carried out in accordance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (more commonly known as URA) and section 104(d) of the Housing and Community Development Act of 1992, as amended (**Section 104(d)**).

### **KEY ACTIVITY 1.4: PROJECT DESIGN DEVELOPMENT**

This activity aims to develop the project design, ensuring it meets the requirements of the NOFA response for the SIH Program. This involves utilizing services contracted by the Subrecipients or a Design Firm provided by PRDOH. The design process will follow an iterative review process, where the project design will be submitted to PRDOH for evaluation and approval at key stages: 30%, 60%, 90%, and 100% completion. The iterative process ensures that feedback is incorporated at each stage, facilitating alignment with program goals and objectives, compliance with regulations, and

adherence to design standards. The activity concludes with the final approval of the project design by PRDOH.

**KEY ACTIVITY 1.5: CONDUCT PROJECT PERMITS, ENDORSEMENT AND/OR CERTIFICATION; AS APPLICABLE**

This activity aims to ensure that the Subrecipient undertakes all necessary actions to secure the required permits, endorsements, and certifications for the proposed project under the SIH Program. This includes preparing and submitting relevant documentation, such as project explanatory memoranda and requests for permits, engaging with local and federal agencies through official meetings and communications, and providing evidence of any payments made regarding obtaining permit approvals and securing approved permits and endorsements.

**KEY ACTIVITY 2.1: PROJECT CONSTRUCTION AND INSPECTION PHASE**

The objective of this activity is to manage and document the construction and inspection phases of the project, ensuring adherence to approved designs, permits, and local and federal regulations. To start the construction phase, the Subrecipient must issue a Notice to Proceed before conducting any construction activity. Relevant certifications to be obtained, as applicable, include green building standards, utilities, among others. This activity concludes with the issuing of the Certificate of Occupancy or project owner acceptance letter to verify successful completion.

**KEY ACTIVITY 3.1: PROJECT CLOSEOUT**

This activity aims to ensure that all project closeout procedures are completed. The Subrecipient is responsible for submitting all required documentation for PRDOH's review, demonstrating that the project has fulfilled its objectives and complied with all regulations and requirements. The activity is completed when PRDOH approves the closeout, confirming that all requirements have been met.

**KEY ACTIVITY 3.2: CONDUCT SRA CLOSEOUT**

This activity aims to complete the SRA closeout process by ensuring that PRDOH reviews all necessary documentation. The Subrecipient is responsible for preparing and submitting the SRA Closeout request to PRDOH, including all required documents. The activity concludes when PRDOH reviews and approves the SRA Closeout, confirming that all obligations under the agreement have been met.

**END OF DOCUMENT**

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# EXHIBIT C

## KEY PERSONNEL

### SOCIAL INTEREST HOUSING PROGRAM

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

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

#### I. Roles Description:

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

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Role	Description
	modules to develop internal controls and implementation and monitoring procedure to ensure the effectiveness of internal protocols. Additional modules introduce the roles and responsibilities of subrecipients, applicable systems to manage CDBG-DR Program data, management and reporting of citizen complaints, and Protection of Personally Identifiable Information. Other responsibilities are the development of the projects budget cost, oversee all invoices and must be willing to learn the PRDOH Financial Management System in order to upload all required documentation to achieve CDBG-DR funds disbursements.

**II. Notes:**

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

**END OF DOCUMENT**



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# EXHIBIT D BUDGET

## SOCIAL INTEREST HOUSING PROGRAM

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

1. Total Allocation and Authorized Budget

a) The Puerto Rico Department of Housing (PRDOH) designated to the Fundación Modesto Gotay, Inc. (the "Subrecipient") a total allocation amount of **two million five hundred thousand dollars (\$2,500,000.00)** for the Social Interest Housing (SIH) Program.

2. Distribution of Subrecipient Self-Performed Services

a) The maximum authorized budget for all Subrecipient's staff positions established in **Exhibit C – (Key Personnel)** and the specific amount will be distributed according to the following personnel breakdown:

Position Titles	Unit Price	Estimated Monthly Cost*
Executive Director	\$33.85	\$ 1,083.20
Financial Oversight	\$18.75	\$ 600.00
<b>Total Max. Monthly Cost</b>		<b>\$ 1,683.20</b>

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

3. Distribution of Authorized Maximum Budget

a) The maximum budget amount shall be distributed in the following **three (3)** items:

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

**Total Authorized Budget: \$ 2,500,000.00**

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

4. **Budget Re-Distribution**

- a) The Subrecipient may request in writing to the PRDOH a re-distribution of the Maximum Authorized Budgets shown below without exceeding the Total Authorized Budget in the award notice.
- b) The PRDOH will evaluate the re-distribution request to validate purpose and balance of funds, and if determined the re-distribution is in benefit for the Program and the balance of funds is validated, the PRDOH will provide written authorization to the Subrecipient. Until the written authorization is submitted by the PRDOH, the redistribution cannot be considered as authorized.
- c) This re-distribution of funds as described here shall be considered binding and will not require an amendment to this SRA.

**END OF DOCUMENT**

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

The Subrecipient certifies that to the best of its knowledge:

1. No public servant of this executive agency has a pecuniary interest in this agreement, contract, purchase, or commercial transaction.
2. No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value.
3. No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment.
4. No public servant has requested from me, directly or indirectly, for him (her), for any member of his or her family unit, or for any other person, business, or entity, something of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity.
5. I have no kinship relationship, within the fourth degree of consanguinity and second of affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

"I hereby certify under penalty of perjury that the foregoing is complete, true, and correct."

Hector M. Boussón  
Hector M. Boussón (Dec 4, 2024 16:12 AST)  
Signature

\_\_\_\_\_  
Date

Héctor M. Boussón García  
Printed Name

President of the Board of Directors  
Position











# SIH-FUNDACIÓN MODESTO GOTAY-AMENDMENT D

Final Audit Report

2024-12-04

Created:	2024-12-04
By:	Arleene Rodríguez (amrodriguez@vivienda.pr.gov)
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## "SIH-FUNDACIÓN MODESTO GOTAY-AMENDMENT D" History

-  Document created by Arleene Rodríguez (amrodriguez@vivienda.pr.gov)  
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