

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)  
SOCIAL INTEREST HOUSING (SIH) PROGRAM  
AMENDMENT D TO THE SUBRECIPIENT AGREEMENT

BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND THE  
ESTANCIA CORAZON, INC.  
Contract No. 2021-DR0193  
Amendment No. 2021-DR0193D



This AMENDMENT D TO THE SUBRECIPIENT AGREEMENT (AMENDMENT D) is entered into this 28 day of april, 2025, by and between the PUERTO RICO DEPARTMENT OF HOUSING (PRDOH), a public agency of the Government of Puerto Rico created under Act No. 97, of June 10, 1972, as amended, 3 LPRA § 441 et seq., known as the “Department of Housing Organic Act” (Organic Act), with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented herein by its Secretary, Ciary Y. Pérez Peñá, of legal age, single, and resident of Las Piedras, Puerto Rico; and the ESTANCIA CORAZON, INC. (Subrecipient), with principal offices at Carr 2 Centro Médico de Mayagüez Casa de la Salud FL4 Mayagüez, Puerto Rico, represented herein by its Executive Director, Ivonne Santiago Nieves, of legal age, single, and resident of Ponce, 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-DR0193 (Agreement), for ONE MILLION TWO HUNDRED FIFTY-EIGHT THOUSAND FOUR HUNDRED FIFTY-EIGHT DOLLARS (\$1,258,458.00) for the Subrecipient to undertake its activities under the Social Interest Housing (SIH) 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 September 9, 2022, the Parties executed Amendment A to the Agreement, Contract Number 2021-DR0193A (Amendment A). Via Amendment A, the Parties agreed to extend the END DATE of the Agreement for an additional term of six (6) months, ending on November 4, 2023. In addition, the GENERAL AWARD INFORMATION table in Section I of the Agreement, Section V. EFFECTIVE DATE AND TERM, and Section XI. CDBG-DR POLICIES AND PROCEDURES were amended, while Section XXXI. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION was added. Also, updated versions of Exhibit B (Timeline and Performance Goals), Exhibit C (Key Personnel), Exhibit D (Budget), Exhibit F (HUD General Provisions), and Exhibit H (Subrogation and Assignment Provisions) were incorporated by reference into the Agreement. Amendment A did not affect the agreement's overall budget.

WHEREAS, on March 8, 2023, the Parties executed an Amendment B to the Agreement, Contract Number 2021-DR0193B (Amendment B). Via Amendment B, the Parties agreed to extend the END DATE of the Agreement for an additional term of six (6) months, ending on May 4, 2024. In addition, modifications to the GENERAL AWARD INFORMATION table in Section I., Section II. ATTACHMENTS, Section V. EFFECTIVE DATE AND TERM, Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, and Section XXXII. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE, of the Agreement were incorporated via Amendment B. Also, updated versions of Exhibit B (Timeline and Performance Goals), and Exhibit F (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements) were incorporated by reference into the Agreement. Moreover, a new Exhibit J (Non-Conflict of Interest Certification) was included. Amendment B did not affect the agreement's overall budget.

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WHEREAS, on March 19, 2024, the Parties executed an Amendment C to the Agreement, Contract Number 2021-DR0193C (Amendment C). Via Amendment C, the Parties agreed to extend the END DATE of the Agreement for an additional term of twelve (12) months, ending on May 4, 2025. Also, the total Authorized Budget of the Agreement was increased by ONE MILLION FOUR HUNDRED NINETY-THREE THOUSAND THIRTY-TWO DOLLARS AND SIXTY-ONE CENTS (\$1,493,032.61), for a new grand total of TWO MILLION SEVEN HUNDRED FIFTY-ONE THOUSAND FOUR HUNDRED NINETY DOLLARS AND SIXTY-ONE CENTS (\$2,751,490.61). In addition, modifications to the GENERAL AWARD INFORMATION table in Section I., Section II. ATTACHMENTS, Section V. EFFECTIVE DATE AND TERM, Section XI. CDBG-DR/MIT POLICIES AND PROCEDURES, and Section XVII. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS of the Agreement were incorporated via Amendment C. Also, updated versions of Exhibit B (Timeline and Performance Goals), Exhibit D (Budget), and Exhibit F (HUD General Provisions and Other Federal Statutes) were incorporated by reference into the Agreement. Moreover, a new Exhibit E-1 (Funds Certification) was included to accommodate the budget increase.

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 a duly adopted Resolution dated February 7, 2024, authorizing its authorized representative, Ivonne Santiago Nieves, to enter into this AMENDMENT D with the PRDOH, and by signing this AMENDMENT D, the Subrecipient shall comply with all the requirements described herein.

NOW, THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the Subrecipient agree to execute this AMENDMENT 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

In order to achieve the Program goals, the SIH Program has identified the need to amend the Agreement to extend the performance period for an additional twelve (12) months, ending on May 4, 2026. This amendment is necessary to allow the Subrecipient the time to continue the development of its project, as the current agreement is set to expire on May 4, 2025. This time extension will allow the Subrecipient to complete the required phases to ensure the project's effectiveness and avoid the risk of previously invested funds failing to achieve their intended social impact.

Also, modifications to the GENERAL AWARD INFORMATION table in Section I., and Section V. EFFECTIVE DATE AND TERM, and Section VIII. NOTICES are being incorporated via this AMENDMENT D. Moreover, updated versions of Exhibit B (Timeline and Performance Goals) and Exhibit J (Non-Conflict of Interest Certification) are being incorporated into the Agreement. All other provisions of the original Agreement, including the total 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-18-DM-72-0001
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CDBG-DR Grantee Federal Award Date:	February 21, 2020
CDBG-DR Grantee Unique Entity Identifier:	Unique Entity ID: FFMUBT6WCM1
Federal Award project description:	See Exhibit A ("Scope of Work")
Subrecipient Contact Information:	Ivonne Santiago Nieves Executive Director Estancia Corazón, Inc. P.O. BOX 3309 Mayagüez, PR00681 787-831-5995 <a href="mailto:ecorazonpr@gmail.com">ecorazonpr@gmail.com</a>
Subrecipient Unique Identifier:	Unique Entity ID#: US5UQ8JY5HK3
Subaward Period of Performance:	Start Date: Effective Date, as defined in Section V of the Agreement, as amended. End Date: May 4, 2026
Funds Certification:	Date: April 26, 2021 Authorized Amount: \$1,258,458.00 Funds Allocation: CDBG-DR "R02H11SIH-DOH-LM" Account Number: 6090-01-000 See Exhibit E ("Funds Certification") ----- Date: November 29, 2023 Authorized Amount: \$1,493,032.61 Funds Allocation: CDBG-DR "r02hsihecilm3201" Account Number: 6090-01-000 See Exhibit E-1 ("Funds Certification")  Total Authorized Amount: \$2,751,490.61

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 May 4, 2026.

The End of Term shall be the later of (i) May 4, 2026; (ii) the date as of which the Parties agree in writing that all Close-Out Requirements have been satisfied or, where no Close-Out Requirements apply to this Agreement, the date as of which the

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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. Section VIII. NOTICES of the Agreement is being amended as follows:

To: PRDOH

Ciary Y. Pérez Peña  
Secretary  
Puerto Rico Department of Housing  
606 Barbosa Ave.  
Juan C. Cordero Dávila Bldg.  
San Juan, PR00918

d. Exhibit B (Timeline and Performance Goals) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement (Attachment I). The aforementioned Exhibit is being modified to align with Program activities and closeout.

e. Exhibit J (Non-Conflict of Interest Certification) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement (Attachment II).

### 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.

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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. (Attachment II).

[SIGNATURES ON THE FOLLOWING PAGE]

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

PUERTORICO DEPARTMENT OF HOUSING  
CDBG-DR Grantee

Ciary Y. Pérez Peña  
By: Ciary Y. Pérez Peña (Apr 28, 2025 19:11 EDT)  
Name: Ciary Y. Pérez Peña  
Title: Secretary  
Employer Social Security Number:  
UEID: FFMUBT6WCM1

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ESTANCIA CORAZON, INC.  
Subrecipient

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Ivonne Santiago  
By: Ivonne Santiago (Apr 28, 2025 11:28 EDT)  
Name: Ivonne Santiago Nieves  
Title: Executive Director  
Employer Social Security Number:  
UEID: US5UQ8JY5HK3



DEPARTMENT OF

# HOUSING

GOVERNMENT OF PUERTO RICO

## ATTACHMENT I

### EXHIBIT B

#### TIMELINESS AND PERFORMANCE GOALS

#### SOCIAL INTEREST HOUSING PROGRAM

#### ESTANCIA CORAZÓN, INC.

##### 1. PROGRAM OBJECTIVE:

The Program aims to provide funding to applicants who are 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.

##### 2. TERMS:

- Design Build – A method of project delivery in which architects, engineers, and contractors are a single business entity and provide their services, (from initial design concept through construction completion). The Design Build firm will enter into a single contract, offering their combined services as one business entity. (Note: NGO may choose to perform separate procurement processes which may include but is not limited to equipment, additional purchases of goods or services to achieve SRAGoals, as long the processes comply with the regulation of the 2 C.F.R. §200.318- 2 C.F.R. §200.327.)
- Key Objective – The major objective the Program wants to achieve.
- Key Activity – The activities necessary to carry out the Objective.

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- 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.
- Target – The goal for each of the Indicators.

  
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### 3. TIMELINES & PERFORMANCE GOALS

KEY OBJECTIVE # 1	KEY ACTIVITY	INDICATORS	SOURCE OF VERIFICATION	TARGET GOALS	TIMELINE
	1.1 Project Design Development is completed and delivered	# of Organizational Structure Charts approved	Approved Organizational Structure Charts	1 Organizational Chart submitted	Within ten (10) business days of the Subrecipient Agreement Execution
		(#) of procurement conducted	Procurement Package completed	1 procurement package completed for Inspection Services	Q1 2023
		(#) of projects that receive 30% design approval, Project Design Development	Submission of Project Design Development at 30% design	1 procurement package completed for Design Build Services	Q4 2023
				1 Project submitted for 30% of the Project Design Development and receive Environmental Review (ER); Preliminary	Q1 2024

		& environmental review & permits are initiated	threshold initiating Environmental Review & permits	drawings are submitted for permitting	
	(#) of projects that receive 60% approval of Project Design Development	Subm ission of Project Design Development and Inspector's report at 60% threshold	1 Projects submitted for 60% of the Project Design Development and complete all ER requirements and constructions has begun	Q3 2025	
	(#) of projects that receive 90% approval of Project Design Development	Subm ission of Project Design Development subm ission and Inspector's report at 90% threshold;	1 Projects submitted for 90% of the Project Design Development. 90% of Construction has been completed and final punch list items have been amended	Q4 2025	
	(#) of projects that submit the 100% Project Design Development to PRDO Hand to	Construction reached 100% completion and Permitting office approve final	1 Projects received approval for 100% of the Project Design Development approved by PRDOH	Q4 2025	



#1 outlines the requirements of this workflow specifically within a Design Build scenario; which deploys a single contract to procure both design and construction services simultaneously.

The Subrecipient must conduct procurement following the applicable federal procurement rules and regulations.

- Design- Build

After being awarded the RFP Bid, a Design Build firm will enter into a single contract, offering their combined services as one business entity. Since a Design Build firm would enter into a single contractual agreement with Estancia Corazón, Inc., the “design to construction” process is streamlined, allowing for a fast-track approach. This streamlined form of practice and communication is ideal for all project types especially ones that are using existing conditions, where oftentimes unforeseen construction circumstances may occur, (New Construction<sup>1</sup>, Rehabilitation<sup>2</sup>, and Renovation<sup>3</sup> projects). The design process is also streamlined, usually resulting in a shortened design development phase that is combined with construction documentation. Lastly, Design Build workflows eliminate the need to procure separate construction services. Instead, the design team (which is comprised of both licensed Architects and licensed Engineers) is part of the same team of licensed professionals that conduct construction services. (Note: NGO may choose to perform separate procurement processes, which may include but are not limited to equipment, and



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<sup>1</sup> New Construction refers to site preparation for, and construction of, entirely new structures and/or significant extensions or the way that something is put together. Homes or structures considered as new construction usually are built within the past year and a half.

<sup>2</sup> Rehabilitation refers to returning a structure exterior or interior to a useful state by means of repair, modification, or alteration and additions while preserving/retaining those portions or features which convey its historical, cultural, or architectural values

<sup>3</sup> Renovation refers to the process of returning existing old structures, typically damaged, defective, or out of code compliance, up to a modern, improved state, meeting new code requirements regulated by federal or local law. Typically, major elements of the structure are added, relocated, or reconfigured for functional, efficiency or marketability reasons.

additional purchases of goods or services to achieve SRA Goals, as long the processes comply with the regulation of the 2 C.F.R. § 200.318- 2 C.F.R. § 200.327.)

- Inspection Services

Prior to the execution of an Inspection Service contract, these services shall be procured. The services will be performed in parallel with the Design Build Services timeline. After being awarded the Small Purchase, the Inspection firm will enter into a single contract with Estancia Corazón, Inc. Since a Design-Build firm will be responsible for designing and building the approved CDBG-DR project, the Inspection company shall work in conjunction with the “fast-track” construction timeline. Since the design process is also streamlined, it will result in a shortened design development phase that occurs alongside the construction documentation and, consequently, the reporting phase. Ultimately, this will allow a third party, such as the Inspection Services, to advocate on behalf of the Subrecipient to ensure Quality Assurance/Quality Control (QA/QC) of performed construction services.

#### KEY ACTIVITY 1.2 PROJECT DELIVERY & CLOSEOUT

For the Project(s) to be considered “complete,” milestones must be delivered to ensure the safety of the Project’s user(s). The Project’s completion is not marked solely upon the completion of the Project’s Construction Phase but is also marked by the approval of the project closeout binder.

#### KEY ACTIVITY 1.3: AFFORDABILITY PERIOD

It is essential to provide continued satisfaction to the Project’s user and ensure that the Project(s) has a continued ability to provide shelter and community to its targeted population. A method to consider when maintaining the Project’s continued success is to evaluate the Project on an annual basis. This allows the

proper parties involved to be updated regularly on any developments and ensure that the cost of living does not rise.

Annual Reports can summarize changes in a timely manner, which can help the proper parties mitigate concerns more quickly and efficiently. In the long term, Post Construction Annual Reports for the established period of fifteen (15) years for rehabilitation or reconstruction of multi-family rental projects with eight or more units to ensure the last quality and resilience of the community.




**EXHIBIT J**  
**NON-CONFLICT OF INTEREST CERTIFICATION**  
**SOCIAL INTEREST HOUSING PROGRAM**  
**ESTANCIA CORAZON, 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."

  
Ivonne Santiago (Apr 28, 2025 11:28 EDT)  
Signature

04/28/2025  
Date

Ivonne Santiago Nieves  
Printed Name

Executive Director  
Position