

**COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION (CDBG-MIT)
INFRASTRUCTURE MITIGATION PROGRAM – HEALTHCARE STRENGTHENING SET-ASIDE**

AMENDMENT A TO THE SUBRECIPIENT AGREEMENT

**BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND THE
HOSPITAL MENONITA PONCE, INC.**

Contract No. 2025-DR0078
Amendment No. 2025-DR0078A



ARM
ARM

This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT (AMENDMENT A)** is entered into this 12 day of May, 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 Peña, of legal age, single, and resident of Las Piedras, Puerto Rico; and the **HOSPITAL MENONITA PONCE, INC. (Subrecipient)**, with principal offices at Carr. PR-506 Km 1.0 Coto Laurel, Ponce, Puerto Rico, 00780, represented herein by its Hospital Administrator, Alexander Reyes Meléndez, of legal age, single, and resident of Cayey, Puerto Rico; collectively the “**Parties**”.

CYPP
CYPP

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on December 20, 2024, the Parties executed a Subrecipient Agreement, Contract Number **2025-DR0078 (Agreement)**, for **EIGHT MILLION NINETEEN THOUSAND FIVE HUNDRED FORTY-TWO DOLLARS (\$8,019,542.00)** for the Subrecipient to undertake its activities under the **Infrastructure Mitigation Program-Healthcare Strengthening Set-Aside (Program)**. The Parties agreed on a performance period of **forty-eight (48) months** from the date of the execution of the Agreement.

WHEREAS, this **AMENDMENT A** does not constitute an extinctive novation of the obligations of the Parties under the Agreement.

WHEREAS, the PRDOH has the legal power and authority, in accordance with its enabling statute, the Organic Act, the Federal laws and regulations creating and allocating funds to the CDBG-MIT Program, and the current Action Plan, to enter into this **AMENDMENT A**.

WHEREAS, the Subrecipient has duly adopted a Resolution dated September 26, 2024, authorizing the Subrecipient, via its Authorized Representative, Alexander Reyes Meléndez, to enter into this **AMENDMENT A**; and by signing this **AMENDMENT A**, the Subrecipient assures the 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 A** subject to the following:

II. TERMS AND CONDITIONS

A. SAVINGS CLAUSE

The information included in this **AMENDMENT A** serves the purpose of modifying and amending certain terms and conditions under the Agreement, as established in the following sections B and C of this **AMENDMENT A**. All other provisions of the original Agreement, including its exhibits, shall continue to be in full force and effect.

B. SCOPE OF THE AMENDMENT

On April 2, 2025, the PRDOH’s Legal Division informed the Program about a notice issued by the Puerto Rico Comptroller’s Office on March 25, 2025, regarding the expiration date that was placed on the Agreement. The Agreement was executed on December 20, 2024, and was supposed to end forty-eight (**48**) months from the signature date; however, the end date was set to December 19, 2029, which corresponds to sixty (**60**) months instead of forty-eight (**48**).

Recently, the Program has identified the need to amend the Agreement to modify the performance period to sixty (**60**) months. This modification is intended to benefit the entity and to align with the projections established by the Program. The Parties acknowledge and agree that it is necessary to amend the **GENERAL AWARD INFORMATION** table, **Section V. EFFECTIVE DATE AND TERM** to address the aforementioned correction.

Also, updated versions of **Section VIII. NOTICES** of the Agreement are being incorporated via **AMENDMENT A**. All other provisions of the original Agreement, including the total authorized budget, remain unaltered.

C. AMENDMENTS

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

CDBG-MIT Grantee Federal Award Identification Number (FAIN):	B-18-DP-72-0002
---	-----------------

CDBG-MIT Grantee Federal Award Date:	May 12, 2021
CDBG-MIT Grantee Unique Identifier:	Unique Entity ID: FFMUBT6WCM1
Federal Award project description:	See Exhibit A for <u>Scope of Work</u>
Subrecipient Contact Information:	Alexander Reyes Meléndez Hospital Administrator Hospital Menonita Ponce, Inc. PO Box 800501 Coto Laurel, Ponce, P.R. 00780 cdbg.ponce@mghpr.org 787-848-2100
Subrecipient Unique Identifier:	Unique Entity ID: CCH2VFBF39B3
Subaward Period of Performance:	Start Date: Effective Date, as defined in Section V of this SRA. End Date: sixty (60) months from Start Date.
Funds Certification:	Date: August 26, 2024 Authorized Amount: \$8,019,542.00 Funds Allocation: CDBG-MIT "miti06hfs-doh-lm" CDBG-MIT "miti06hfs-doh-un" Account Number: 6090-01-000 See Exhibit E for <u>Funds Certification</u>

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

*This SRA shall be in effect and enforceable between the Parties from the date of its execution. The performance period of this SRA is **sixty (60) months** from the date of its execution, ending on **December 20, 2029**.*

*The End of Term shall be the later of: (i) **December 20, 2029**; (ii) the date as of which the Parties agree in writing that all Close-Out Requirements¹ have been satisfied or, where no Close-Out Requirements are applicable to this SRA, 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 SRA.*

¹ "Close-Out Requirements" means all requirements to be satisfied by each party in order to close-out this SRA and the CDBG-MIT funds provided herein in accordance with applicable Requirements of Law, including the execution and delivery by one or more of the Parties of all close-out agreements or other legal instruments and the taking of any actions by one or more of the Parties in connection with such close-out, in any case as required under applicable Requirements of Law.

[...]

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, PR 00918

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

III. SEVERABILITY

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

IV. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this **AMENDMENT A** are included for convenience only and shall not limit or otherwise affect the terms of the Agreement, and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this **AMENDMENT A**.

V. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this **AMENDMENT A** to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this **AMENDMENT A** and any subsequent amendment thereto. The services object of this **AMENDMENT A** may not be invoiced or paid until this **AMENDMENT A** has been registered by the PRDOH at the Comptroller's Office, under Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

VI. ENTIRE AGREEMENT

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

VII. FEDERAL FUNDING

The fulfillment of the Agreement, as amended, is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All

ARM
ARM

CYPP
CYPP

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 A. (Attachment I)**.

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

PUERTO RICO DEPARTMENT OF HOUSING
CDBG-DR Grantee

Ciary y. Pérez Peña
By: Ciary y. Pérez Peña (May 12, 2025 14:56 EDT)
Name: Ciary Y. Pérez Peña
Title: Secretary

HOSPITAL MENONITA PONCE, INC.
Subrecipient

Alexander Reyes Melendez
By: Alexander Reyes Melendez (May 4, 2025 12:17 EDT)
Name: Alexander Reyes Meléndez
Title: Hospital Administrator



DEPARTMENT OF

HOUSING

GOVERNMENT OF PUERTO RICO

ATTACHMENT I

EXHIBIT I
NON-CONFLICT OF INTEREST
CERTIFICATION
INFRASTRUCTURE MITIGATION PROGRAM
HEALTHCARE STRENGTHENING SET-ASIDE
HOSPITAL MENONITA PONCE, 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."

Alexander Reyes Melendez
Alexander Reyes Melendez (May 4, 2025 12:17 EDT)
Signature

Date

Alexander Reyes Meléndez
Printed Name

Hospital Administrator
Position

ARM
ARM

CYPP
CYPP