

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

**AMENDMENT F TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND THE
HOGAR DE AYUDA EL REFUGIO INC.
Contract No. 2021-DR0195
Amendment No. 2021-DR0195F**



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This **AMENDMENT F TO THE SUBRECIPIENT AGREEMENT (AMENDMENT F)** is entered into this 30 day of June, 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 **HOGAR DE AYUDA EL REFUGIO INC. (Subrecipient)**, a domestic non-profit corporation with principal offices at Guaynabo, Puerto Rico, represented herein by its Executive Director, María Ramos Andino, of legal age, single, and resident of Bayamón, 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-DR0195 (Agreement)**, for **TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00)** for the Subrecipient to undertake its activities under the **Social Interest Housing (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 July 21, 2022, the Parties executed an **Amendment A** to the Agreement, Contract Number **2021-DR0195A (Amendment A)**. Via **Amendment A**, the Parties agreed to extend the **END DATE** of the Agreement to **November 4, 2023**. Modifications to **Section V. EFFECTIVE DATE AND TERM** of the Agreement were incorporated to accommodate the aforementioned term extension. Also, updated versions of **Exhibit B** (Timelines and Performance Goals), **Exhibit F** (HUD General Provisions) and **Exhibit H** (Subrogation and Assignment Provisions) were hereto incorporated by reference into the Agreement. Moreover, the parties agreed to include their Unique Entity ID (UEID) via **Amendment A**. All other provisions of the Agreement, including the total budget amount, remained unaltered.

WHEREAS, on July 14, 2023, the Parties executed **Amendment B** to the Agreement, Contract Number **2021-DR0195B (Amendment B)**. Via **Amendment B**, the Parties

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agreed to extend the **END DATE** of the Agreement to **May 4, 2024**. The **GENERAL AWARD INFORMATION** table in **Section I.** was added, and modifications to **Section V. EFFECTIVE DATE AND TERM** of the Agreement were incorporated to accommodate the aforementioned term extension. Also, updated versions of **Section II. ATTACHMENTS**, **Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS**, **Section XI. CDBG-DR POLICIES AND PROCEDURES**, and **Section XII. FORCE MAJEURE**, were incorporated by reference into the Agreement. Moreover, **Section XXXI. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION** and **Section XXXII. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE**, were added. In addition, updated versions of **Exhibit B** (Timelines and Performance Goals) and **Exhibit F** (HUD General Provisions), were incorporated via **Amendment B**. Furthermore, new **Exhibit J** (Non-Conflict of Interest Certification) was added via **Amendment B**. All other provisions of the Agreement, including the total budget amount, remained unaltered.

WHEREAS, on October 12, 2023, the Parties executed **Amendment C** to the Agreement, Contract Number **2021-DR0195C (Amendment C)**. Via **Amendment C**, updated versions of **Exhibit C** (Key Personnel) and **Exhibit D** (Budget) were hereto incorporated by reference into the Agreement. All other provisions of the Agreement, including the total budget amount, remained unaltered.

WHEREAS, on April 30, 2024, the Parties executed **Amendment D** to the Agreement, Contract Number **2021-DR0195D (Amendment D)**. Via **Amendment D**, the Parties agreed to extend the **END DATE** of the Agreement to **December 4, 2024**. Modifications to the **GENERAL AWARD INFORMATION** table in **Section I.**, and **Section V. EFFECTIVE DATE AND TERM** of the Agreement were incorporated to accommodate the aforementioned term extension. Also, updated versions of **Section XI. CDBG-DR POLICIES AND PROCEDURES** and **Section XVII. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTION** were incorporated by reference into the Agreement. Moreover, an updated version of **Exhibit B** (Timelines and Performance Goals) was hereto incorporated via **Amendment D**. All other provisions of the Agreement, including the total budget amount, remained unaltered.

WHEREAS, on November 21, 2024, the Parties executed **Amendment E** to the Agreement, Contract Number **2021-DR0195E (Amendment E)**. Via **Amendment E**, the Parties agreed to extend the **END DATE** of the Agreement to **June 30, 2025**. Modifications to the **GENERAL AWARD INFORMATION** table in **Section I.**, and **Section V. EFFECTIVE DATE AND TERM** of the Agreement were incorporated to accommodate the aforementioned term extension. Moreover, updated versions of **Exhibit A** (Scope of Work), **Exhibit B** (Timelines and Performance Goals), **Exhibit D** (Budget) and **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements) were hereto incorporated via **Amendment E**. All other provisions of the Agreement, including the total budget amount, 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 F** 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 F**.

WHEREAS, the Subrecipient has a duly adopted Resolution dated June 11, 2025, authorizing its authorized representative, María Ramos Andino, to enter into this **AMENDMENT F** with the PRDOH, and by signing this **AMENDMENT F**, 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 F** subject to the following:

II. TERMS AND CONDITIONS

A. SAVINGS CLAUSE

The information included in this **AMENDMENT F** 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 F**. 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 **eighteen (18) months**, ending on **December 30, 2026**. Modifications to the **GENERAL AWARD INFORMATION** table in **Section I.** and **Section V. EFFECTIVE DATE AND TERM** of the Agreement are being incorporated to accommodate the aforementioned term extension.

Also, updated versions of **Section VIII. NOTICES** and **Section XXVII. RECAPTURE OF FUNDS** of the Agreement are being incorporated by reference into the Agreement via this **AMENDMENT F**. Moreover, updated versions of **Exhibit C** (Key Personnel) and **Exhibit D** (Budget) 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:

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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 Exhibit A (Scope of Work)
Subrecipient Contact Information:	María Ramos Andino Executive Director Hogar de Ayuda El Refugio, Inc. P.O. BOX 3118 Amelia Station Cataño, PR 00963
Subrecipient Unique Identifier:	Unique Entity ID #: NT4WYNK47NNI
Subaward Period of Performance:	Start Date: Effective Date, as defined in Section V of the Agreement, as amended. End Date: December 30, 2026
Funds Certification:	Date: April 23, 2021 Authorized Amount: \$2,500,000.00 Funds Allocation: CDBG-DR "R01H11SIH-DOH-LM" Account Number: 6090-01-000 See Exhibit E (Funds Certification)

- 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 **December 30, 2026**.*

*The End of Term shall be the later of (i) **December 30, 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 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, PR 00918

[...]

d. The Parties agree to modified **Section XXVII. RECAPTURE OF FUNDS** as follows:

PRDOH may recapture payments it makes to Subrecipient that: (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this Agreement, including any unapproved expenditures. Subrecipient must refund such recaptured payments within the term specified by PRDOH via notification, as per CDBG-DR/MIT Program Recapture of Funds Policy. ([Recapture of Funds Policy - CDBG-DR/MIT Recovery Funds](#)).

- e. **Exhibit C** (Key Personnel) 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.
- f. **Exhibit D** (Budget) 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 F** is held invalid, the remainder of **AMENDMENT F** shall not be affected thereby, and all other parts of this **AMENDMENT F** shall nevertheless be in full force and effect.

IV. SECTION HEADINGS AND SUBHEADINGS

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

V. COMPTROLLER REGISTRY

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

IX. COMPLIANCE WITH ADMINISTRATIVE ORDER NO. OA-HD-25-03 OF PRDOH

On April 28, 2025, PRDOH issued an Administrative Order No. OA-HD-25-03, to establish public policy regarding the use and management of electronic and digital signatures

within PRDOH. Additionally, to recognize electronic and digital signatures in the course of PRDOH’s operations.

In compliance with OA-HD-25-03, PRDOH validates the consent of the electronic signatories through the incorporation of the following clause:


The Parties agree that this document may be signed by electronic means. They further acknowledge that, if signed in this manner, the document shall retain its legal validity and effect with respect to enforceability, consent, applicability, and admissibility.

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

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PUERTO RICO DEPARTMENT OF HOUSING
CDBG-DR Grantee

By: 
Name: **Ciary Y. Pérez Peña**
Title: Secretary

HOGAR DE AYUDA EL REFUGIO INC.
Subrecipient

By: 
Name: **María Ramos Andino**
Title: Executive Director



EXHIBIT C

KEY PERSONNEL

SOCIAL INTEREST HOUSING PROGRAM

HOGAR DE AYUDA EL REFUGIO, INC.

Below is the Staffing Plan for the **CDBG-DR SOCIAL INTEREST HOUSING (SIH) PROGRAM**, which reflects a combination of existing employees or newly hired employees dedicated to the CDBG-DR SIH Program.

I. Roles Description:

Role	Description
Accountant	Subrecipient’s key members oversee 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 regulator/and statutory compliance requirements for CDBG-DR, SIH Program and PRDOH. These compliance requirements are mandatory training and building sessions such as modules to develop internal controls and implementation and monitoring procedures to ensure the effectiveness of internal protocols. Additional modules introduce the roles and responsibilities of subrecipients, applicable systems to manager CDBG-DR Program data, management and reporting of citizen complaints, and Protection of Personally Identifiable Information. Other responsibilities are 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.
Executive Director	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 delegate, unless otherwise stated. Position is expected to provide strategic planning, work with the board of directors, steer the organization, and manage its operations within budget. Should have the ability to

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	build an effective team of leaders, manage, provide guidance and coaching to other key personnel. Must ensure adherence to the organization’s 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.
Project Coordinator	Key member acts as the primary point of contact between project implementation teams, management, the project management team, Grant Manager, and other stakeholders. Continuously monitors project progress, identifies risks, and ensures timely resolutions while keeping stakeholders informed on project status, risks, and key decisions. Coordinates alignment of project requirements with organizational goals and objectives, ensuring adherence to project targets, regulatory compliance, and quality standards. Coordinates project plans, schedules, and milestones with implementation teams to meet deadlines, scope and budget constraints. Organizes meetings with project implementation teams, contractors, and government and non-government stakeholders, and facilitates public presentations. Maintains effective communication with contractors, collaborators, municipalities, and other project stakeholders to ensure accurate interpretation and execution of the projects. Manages and ensures record keeping of all project documents and records, including communications, plans, permits, certifications, and other related documents. Tracks project progress, reports issues or delays, and ensures these are addressed promptly. Supports the projects under the SIH Program’s objectives through all project stages, including planning, design, construction, and closure, and requires a comprehensive understanding of relevant laws, codes, regulations, and SIH Program Guidelines. This position also coordinates project monitoring and audits to ensure timely

	responses and compliance, along with other responsibilities associated with the SIH and CDBG-DR Programs
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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 may use one (1) or more of its employees for each of the approved staff positions, therefore the maximum budget shall consider the summary of payroll cost for employees authorized for the position, which in summary is a full-time equivalent expectation.
3. 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.
4. Personnel Breakdown, shown in section two (2) in columns of Exhibit D – Budget, Unit Price, and Max. Monthly Cost represents the total budget authorized for the Subrecipient’s personnel working as a staff position for the CDBG-DR Program.
5. The Staff Position Maximum Budget shall be considered as the total authorized budget for the term of the agreement for each Subrecipient’s staff position.
6. 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.
7. The total authorized available budget for all subrecipients’ staff positions will be established in **Exhibit D – Budget** of this agreement. The specific amount will be indicated in the item described as “Subrecipient Self-Performed Services”.

END OF DOCUMENT

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EXHIBIT D

BUDGET

SOCIAL INTEREST HOUSING PROGRAM

HOGAR DE AYUDA EL REFUGIO, INC.

1. Total Allocation and Authorized Budget
- a) The Puerto Rico Department of Housing (**PRDOH**) designated to Hogar de Ayuda El Refugio, Inc. ("**the Subrecipient**") a total allocation amount of **two million five hundred thousand dollars and cero cents (\$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	FTE	Max. Unit Price	Max. Monthly Cost
Accountant	1	\$55.00	\$1,924.74
Executive Director	1	\$55.00	\$1,924.74
Project Coordinator	1	\$55.00	\$3,299.72
Total Max. Monthly Cost [1]			\$7,149.20

**Estimated hours. Actual hours subject to change based on Program volume not to exceed 148 hrs. per month.*

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 | \$174,842.00 |
| 2 | Professional Services | \$271,648.00 |
| 3 | Construction Services | \$2,053,510.00 |
| Total Authorized Budget: | | \$2,500,000.00 |

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.
- d) For a reasonable cost that includes all partitions for key staff personnel the financial department in their analysis included in the **Max. Monthly Cost Column** the cost of Social Security input & insurance cost of CFSE.

END OF DOCUMENT

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NON-CONFLICT OF INTEREST CERTIFICATION
HOGAR DE AYUDA EL REFUGIO, INC.

The Subrecipient certifies that to the best of its knowledge:

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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."

	6/30/2025
Signature	Date
María Ramos Andino	Executive Director
Printed Name	Position