

**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)
COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION (CDBG-MIT)**

**COMMUNITY ENERGY AND WATER RESILIENCE INSTALLATIONS HOUSEHOLDS (CEWRI-
HH) PROGRAM**

SINGLE-FAMILY MITIGATION (SF-MIT) PROGRAM

HOME BUYER ASSISTANCE MITIGATION (HBA-MIT) PROGRAM

HOME REPAIR, RECONSTRUCTION, OR RELOCATION (R3) PROGRAM

AMENDMENT A TO THE SUBRECIPIENT AGREEMENT

BETWEEN THE

PUERTO RICO DEPARTMENT OF HOUSING

AND

PONCE NEIGHBORHOOD HOUSING SERVICES, INC. (PNHS)

Contract No. 2023-DR0111

Amendment No. 2023-DR0111B



ER
Elizabeth Colon Rivera

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This **AMENDMENT B TO THE SUBRECIPIENT AGREEMENT (AMENDMENT B)** is entered into this 03 day of February, 2026, 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, Secretary, Hon. Ciary Y. Pérez Peña, of legal age, single, and resident of Las Piedras, Puerto Rico; and **PONCE NEIGHBORHOOD HOUSING SERVICES, INC. (PNHS) (Subrecipient)**, a not for profit entity, with principal offices at 57 Mendez Vigo St., Ponce, Puerto Rico, 00730, represented herein by its Executive Director, Elizabeth Colón Rivera, of legal age, married, and resident por Ponce, Puerto Rico, collectively the "**Parties**".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on May 23, 2023, the Parties executed a Subrecipient Agreement, Contract Number **2023-DR0111 (Agreement)**, for **TWO HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED SEVEN DOLLARS AND TWENTY CENTS (\$277,307.20)** for the Subrecipient to undertake its activities under the **Community Energy and Water Resilience Installations - Households (CEWRI-HH) Program** and the **Single-Family Mitigation (SF-MIT) Program**. The Parties agreed on a performance period of **twelve (12) months** from the date of the execution of the Agreement ending on **May 23, 2024**.

WHEREAS, on May 9, 2024, the Parties agreed to amend the Agreement through **Amendment A**, registered as Contract Number **2023-DR0111A (Amendment A)**, served the purpose of modifying and amending certain terms and conditions of the SRA and reallocating an additional **FOUR HUNDRED SIXTY-SEVEN THOUSAND NINE HUNDRED FIVE DOLLARS AND THIRTY-SIX CENTS (\$467,905.36)** funds, for a new total authorized

budget of **SEVEN HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED TWELVE DOLLARS AND FIFTY-SIX CENTS (\$745,212.56)**. Additionally, the performance period was extended by an additional term of **twenty-four (24) months**, resulting in a new performance period of **thirty-six (36) months** from the date of the execution of the Agreement, ending on **May 23, 2026**. Furthermore, updated versions of **Exhibit C** (Key Personnel), **Exhibit D** (Budget), and **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements) were incorporated by reference into the Agreement; while **Exhibit E-I** (Funds Certification) was added to the Agreement. Modifications to the **GENERAL AWARD INFORMATION** table in **Section I, Section II. ATTACHMENTS** and **Section V. EFFECTIVE DATE AND TERM** were incorporated to accommodate the aforementioned term extension and budget increase. Updated versions of **Section XII. CDBG-DR/MIT POLICIES AND PROCEDURES** and **Section XIX. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS** were incorporated to the agreement as well.

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 B** 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 and CDBG-MIT Programs, and the current Action Plans, to enter into this **AMENDMENT B**.

WHEREAS, the Subrecipient has duly adopted a Resolution, dated October 13, 2023, authorizing Elizabeth Colón Rivera to enter into activities such as this **AMENDMENT B** on behalf of the Subrecipient; and by signing this **AMENDMENT B**, 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 B** subject to the following:

II. TERMS AND CONDITIONS

A. SAVINGS CLAUSE

The information included in this **AMENDMENT B** serves the purpose of modifying and amending certain terms and conditions under the Agreement, as established in the


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following sections B and C of this **AMENDMENT B**. 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 purpose of this amendment is for the Subrecipient to support the Homebuyer Assistance Mitigation (**HBA-MIT**) Program and assist HBA-MIT eligible applicants by offering a housing counseling course provided by a HUD-certified Housing Counseling Agency (**HCA**), which focuses on the responsibilities of homebuying. Additionally, expand and strengthen the scope and resources of the Home Repair, Reconstruction, or Relocation (**R3**) Program by incorporating additional services in support of participant relocation activities.



In order to achieve the Program goals, the Parties agreed that it is necessary to increase the budget by **ONE HUNDRED FIFTY-NINE THOUSAND NINE HUNDRED EIGHTY-SEVEN DOLLARS AND NINETY-ONE CENTS (\$159,987.91)**, for a new authorized total budget of **NINE HUNDRED FIVE THOUSAND TWO HUNDRED DOLLARS AND FORTY-SEVEN CENTS (\$905,200.47)**, and to extend the **END TERM** of the Agreement by an additional **twenty-four (24) months**, ending on **May 22, 2028**. The Subrecipient's performance period for providing services to the HBA-MIT program is for the initial **twelve (12) months** of the SRA term. For the remaining programs the performance period will be equal to the total SRA term. Modifications to the **GENERAL AWARD INFORMATION** table in **Section I.**, **Section V. EFFECTIVE DATE AND TERM** and **Section VIII. NOTICES** of the Agreement are being incorporated to address the aforementioned term extension. 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 and budget increase. Also, updated versions of **Section VIII. NOTICES** and **Section XXIX. RECAPTURE OF FUNDS** of the Agreement are being incorporated by reference into the Agreement.

Moreover, updated versions of **Exhibit A** (Scope of Work), **Exhibit B** (Timeline and Performance Goals), **Exhibit C** (Key Personnel), **Exhibit D** (Budget), **Exhibit E-II** (*Certification of Funds*). Additionally, the updated version of the **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements) is being incorporated by reference into the Agreement.

C. AMENDMENTS

- a. The Parties wish to amend the **GENERAL AWARD INFORMATION** table in **Section I** of the Agreement as follows:

CDBG-MIT Grantee Federal Award Identification Number (FAIN):	B-18-DP-72-0002
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a. **Section II. ATTACHMENTS** of the Agreement is being amended to incorporate **Exhibit E-2** (Funds Certification) in the list of exhibits that are attached to the Agreement:

The following attachments are incorporated into this Agreement by reference and are hereby made part of this Agreement:

Exhibit A	Scope of Work
Exhibit B	Timelines and Performance Goals
Exhibit C	Key Personnel
Exhibit D	Budget
Exhibit E	Funds Certification
Exhibit E-I	Funds Certification
<i>Exhibit E-II</i>	<i>Funds Certification</i>
Exhibit F	HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements
Exhibit G	Special Conditions
Exhibit H	Subrogation and Assignment Provisions
Exhibit I	Non-Conflict of Interest Certification
Exhibit J	Insurance Requirements

[...]

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 in **May 22, 2028**.*

*The End of Term shall be the later of: (i) **May 22, 2028** (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*

¹“Close-Out Requirements” means all requirements to be satisfied by each party in order to close-out this Agreement and the CDBG-DR funds provided herein in accordance with applicable Requirements of Law, including the execution and delivery by one (1) 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.

applicable hereto; or (iii) such later date as the Parties may agree to in a signed amendment to this SRA.

[...]

- 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 XXIX. 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 which may be found at <https://recuperacion.pr.gov/en/download/recapture-of-funds-policy/> for the English version; or <https://recuperacion.pr.gov/download/politica-de-recaptura-de-fondos/> for the Spanish version.

- e. **Exhibit A** (Scope of Work) To be substituted with a new Exhibit A, which outlines the additional program services and ensures alignment with the updated objectives and support activities described herein. (**Attachment I**).
- f. **Exhibit B** (Timeline and Performance Goals) To be replaced by a new Exhibit B that accurately reflects the current operational requirements of the Programs and is consistent with the expanded scope and objectives. (**Attachment II**).
- g. **Exhibit C** (Key Personnel) To be superseded by a revised Exhibit C, ensuring that staffing levels meet the actual operational demands of the Programs. (**Attachment III**).

h. **Exhibit D** (Budget) To be replaced with a new Exhibit D, which incorporates the increased budget necessary to support the Programs' expanded activities and operational needs. The new budget will include an R3 allocation of **\$59,987.91** and an HBA-MIT allocation of **\$100,000.00**. (**Attachment IV**). The updated exhibit includes the following modifications:

• **I. Total Allocation and Authorized Budget:**

a. The Puerto Rico Department of Housing (**PRDOH**) designated to the Subrecipient a total amount of nine hundred five thousand two hundred dollars and forty-seven cents (**\$905,200.47**) for the Community Energy and Water Resilience Installations – Households (**CEWRI-HH**), Home Repair, Reconstruction, or Relocation (**R3**), Single-Family Mitigation (**SF-MIT**), and Homebuyer Assistance Mitigation (**HBA-MIT**) Programs.

i. **Exhibit E-2** (Funds Certification) of the Agreement is being incorporated by reference into the Agreement. (**Attachment V**).

j. **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements) of the Agreement is being modified by an updated version hereto incorporated by reference into the Agreement (**Attachment VI**).

III. SEVERABILITY

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

IV. SECTION HEADINGS AND SUBHEADINGS

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

V. COMPTROLLER REGISTRY

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


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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/MIT 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 B. (Attachment VII)**.

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.

[SIGNATURES ON THE FOLLOWING PAGE]

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


Elizabeth Colon Rivera



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

By:  _____

Name: **Ciary Y. Pérez Peña**

Title: Secretary

**PONCE NEIGHBORHOOD HOUSING SERVICES, INC. (PNHS)
Subrecipient**

By:  _____
Elizabeth Colon Rivera (Feb 3, 2026 15:29:50 AST)

Name: **Elizabeth Colón Rivera**

Title: Executive Director



EXHIBIT A

SCOPE OF WORK

COMMUNITY ENERGY AND WATER RESILIENCE INSTALLATIONS – HOUSEHOLDS (CEWRI-HH) PROGRAM

SINGLE-FAMILY MITIGATION (SF-MIT) PROGRAM

HOME REPAIR, RECONSTRUCTION, OR RELOCATION (R3) PROGRAM

HOMEBUYER ASSISTANCE MITIGATION (HBA-MIT) PROGRAM

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PONCE NEIGHBORHOOD SERVICES (PONCE NHS)

This document defines the tasks that the Subrecipient must perform to support the Puerto Rico Department of Housing (**PRDOH**) with the implementation of the Community Energy and Water Resilience Installations – Households (**CEWRI-HH**) Program, the Home Repair, Reconstruction, or Relocation (**R3**) Program, the Single-Family Mitigation (**SF-MIT**) Program, and the Homebuyer Assistance Mitigation Program (**HBA-MIT**) (jointly, the **Programs**) under the Community Development Block Grant – Disaster Recovery (**CDBG-DR**)¹ and the Community Development Block Grant – Mitigation (**CDBG-MIT**).

Descriptions of the Programs are included in the CDBG-DR and CDBG-MIT Action Plan approved by the US Department of Housing and Urban Development (**HUD**). A complete action plan copy is available at the [CDBG-DR/MIT website](#).

1. Programs Background and Description

Community Energy and Water Resilience Installations - Households Program

The CEWRI-HH Program is designed to help households with a need for alternative, renewable energy installations to mitigate the effects of Energy Lifeline failure or disruption. The CEWRI-HH Program administers two (2) Subprograms of the Community Energy and Water Resilience Installations Program (**CEWRI**) under one (1) collective effort:

- a)** The **Home Energy Resilience Improvements Program (CEWRI-HERI Subprogram)** is designed to fund the installation of Photovoltaic Systems (**PVS**) and Battery Storage Systems (**BSS**) with load capacities to satisfy Low- to Moderate-Income (**LMI**) household needs. LMI households that own or have a proprietary interest in a single-family structure, that is their primary residence, are eligible to receive an award for installation of PVS with a BSS. Assistance shall be provided for up to one hundred percent (100%) of the cost or thirty thousand dollars (\$30,000.00), whichever is lowest.
- b)** The **Incentive Program (CEWRI-IP Subprogram)** is designed to fund the installation of PVS with BSS for urgent need households who own or have a proprietary interest in

¹ CDBG-DR includes CDBG-DR Earthquakes and Storm Isaiás, and CDBG-DR Hurricane Fiona.

a single-family structure that is their primary residence. These households are eligible to receive an award for installation of PVS with a BSS for up to twenty thousand dollars (\$20,000.00) or a designated percentage of the cost, whichever is lowest.

Home Repair, Reconstruction, or Relocation (R3) Program

The R3 Program's national objective is to benefit LMI persons whose income is below the 80% Area Median Family Income (**AMFI**) according to the U.S. Department of Housing and Urban Development's (**HUD**) Modified Income Limits for Puerto Rico under the Community Development Block Grant- Disaster Recovery (**CDBG-DR**) Program.

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The following objectives are provided for the implementation and administration of a successful CDBG-DR R3 Program, in keeping with HUD guidelines:

- a) The **primary objective** of the R3 Program is to provide decent, safe, and sanitary/housing in the disaster impacted areas through the provision of activities designed to resolve unmet housing needs from hurricane impacts.
- b) A **second objective** is to ensure that the housing needs of very low, low-, and moderate-income households are assisted with housing recovery support within the communities being served.
- c) A **third objective** is to achieve complimentary benefits of community and neighborhood revitalization, promote resiliency, and nurture in-fill opportunities.

Rehabilitation, reconstruction, or relocation assistance may be offered to eligible applicants, based on the extent of damage and the location of the home. Under the relocation program, homeowners may be offered a relocation voucher for the purchase (and rehabilitation, if needed) of an existing replacement home, or new construction assistance (only as a last resort) if a suitable replacement option cannot be identified.

Single-Family Mitigation Program

The SF-MIT Program has been designed to prioritize mitigation solutions according to the housing structure conditions, location and risk level for homeowners interested in repairs, rehabilitation, voluntary relocation, or elevation as means to reduce the risk of loss of life and property. This Program offers individual flood and landslide-threatened homeowners with the option to investigate the feasibility of elevation of their home, the feasibility of reinforcing the property foundation, or the alternative option for voluntary relocation. The SF-MIT Program also includes the installation of solar and water resilience systems as part of mitigation activities. The Program may offer assistance through:

- a) **Repair and Hardening:** Rehabilitation, reconstruction, or new construction activities may be considered as the first mitigation option to be conducted to support resilient housing by including, but not being limited to, activities such as: flood proofing, wind proofing, earthquake retrofitting, and landslide proofing.
- b) **Elevation:** PRDOH will apply elevation standards for single family housing structures located in the advisory 100-year (or one percent (1%) annual chance) floodplain. Therefore, homes reconstructed in a floodplain will have their lowest floor elevated to at least two (2) feet above the base flood elevation (**BFE**). Elevation assistance will be

contingent upon a feasibility analysis to consider evaluation routes, costs, feasibility of elevation to two (2) feet over BFE, and space constraints.

- c) Relocation:** PRDOH will acquire the damaged property, coupled with relocation options for the household in the form of a housing voucher which allows the applicant beneficiary to select a home outside of a high-risk area. Relocation options may include existing housing units. Units may also be bank-foreclosed properties, a market-listed unit, or a home in a condominium or coop. Existing homes must be located in Puerto Rico and pass applicable environmental clearance and permit requirements. Another relocation option may include a new housing development built by PRDOH in low-risk areas and with best practices for mixed-income residential developments.


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Homebuyer Assistance Mitigation Program

The Homebuyer Assistance Mitigation (**HBA-MIT**) by addressing mitigation-specific risks, ensuring access to safe, resilient housing outside high-risk areas, for LMI households and members of the Critical Recovery Workforce (**CRW**). In doing so, the Program seeks to strengthen family stability and community cohesion.

The HBA-MIT Program supports the *Food, Water, and Sheltering* lifeline and the *Safety and Security* secondary lifeline by providing housing assistance to address the unmet mitigation needs of LMI and Urgent Need (**UN**) households, as well as CRW individuals seeking to purchase a safe, secure, and sanitary primary residence outside of high-risk areas.

Through this Program, financial assistance is made available to eligible families to mitigate risks from flooding events and hurricane wind forces, thereby providing access to resilient housing options for LMI and CRW populations in safe and resilient locations outside high-risk areas. By targeting mitigation resources where they are most needed, through this Program, PRDOH is strengthening the long-term resilience of the island's most vulnerable sectors.

Applicants who accept a CDBG-MIT award under the HBA-MIT Program must commit to owning and occupying the Program-assisted home as their primary residence for a minimum of **five (5) years**. This obligation will be secured through a lien on the property and a Second Direct Mortgage and Imposition of Restrictive Conditions, reflecting the amount of CDBG-MIT funds awarded, ensuring compliance with the Program's affordability requirements during the **five (5) year** affordability period.²

2. National Objective

The services under this Scope of Work are classified under the LMI Housing (**LMH**), LMI Housing Incentives (**LMHI**), UN, and Urgent Need Mitigation (**UNM**) National Objective. The R3, SF-MIT and CEWRI-HH Programs³ will benefit low- to moderate-income households with AMFI below eighty percent (80%) according to HUD income limits for Puerto Rico. The HBA-MIT Program will benefit low- to moderate-income households with AMFI below eighty percent (80%) and

² For consistency between CDBG-DR and CDBG-MIT grant allocations, PRDOH adopts the CDBG-DR affordability period requirements at Federal Register Vol. 83, No. 157 (August 14, 2018), 83 FR 40314.

³ The CEWRI-HH Program is able to issue awards to households with AMFI above eighty percent (80%). This would be an award under the Incentive Program. PRDOH is prioritizing the very low-income through the CEWRI-HH Programs Rounds.

incomes at the one-hundred and twenty percent (120%), according to HUD income limits for Puerto Rico.

3. Tasks

PRDOH will provide funding to the Subrecipient to complete the following tasks:

R3, SF-MIT & CEWRI HH PROGRAMS

Task 01: Customer Service Support

Activity. The Subrecipient shall provide support to CEWRI-HH, R3, and SF-MIT applicants – before, during, and after the Programs’ assistance – to help provide, to the extent possible, an easy and enjoyable experience with the Programs. Support will be provided at all stages of the Programs’ application process (e.g. outreach, intake, eligibility review, assessment, installation/construction, inspection, relocation, etc.). PRDOH will provide access to the Programs’ and applications’ files for the Subrecipient to provide the required support.

As part of the customer service support activities the Subrecipient shall:

- Provide staff that are trained and knowledgeable of the Programs’ policies, procedures, eligibility criteria, awards/benefits, and conditions for assistance. Staff must be good listeners, clear communicators, be able to empathize with applicants, and use positive language. Staff must have the capacity to provide the services under this SRA in the manner and quality prescribed herein.
- Orient citizens/applicants on Programs’ eligibility criteria, benefits, and conditions for assistance. Provide information on the Programs’ intent, participation requirements, and timing of application processes. Answer general and specific questions from citizens/applicants about the Programs.
- Develop and maintain open communication channels (via chat, phone, email, etc.) with citizens/applicants. Engage in conversation with citizens/applicants. Serve as liaison between citizens/applicants and Programs. Provide technical assistance and facilitate communication between citizens/applicants and Programs. Aid the applicant in getting assistance from Programs’ staff if needed.
- Coordinate and provide support that is timely, effective, efficient, equitable, and applicant-centered. Help citizens/applicants be successful in the application and award implementation processes. Help citizens/applicants make informed decisions by acting as their advocate in the application and award implementation processes. Go the extra mile and interact with citizens/applicants to keep track of their status in the application or award implementation processes. Provide aid to citizens at their homes.
- Hear complaints from citizens/applicants, assist in the mitigation of complaints, and refer complaints to the Programs for handling and resolution.
- Develop effective working relationships and cooperate with Programs’ teams throughout the application and award implementation processes.
- Collect and analyze citizen/applicant feedback and report on it to the Programs to ensure a satisfactory customer service experience.

For **R3** and **SF-MIT Programs**, the Subrecipient shall also:


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- Deliver HUD-approved services to the Program applicants that request assistance from the Subrecipient. Counselors will explain the options available for applicants receiving housing counseling services and determine individual housing needs. This task shall include the following:
 - Schedule initial consultation with applicants upon successful completion of intake for counseling services.
 - Identify the needs of applicants and recommend housing counseling services in initial meetings.
 - Assist applicants in scheduling housing counseling services.
 - Maintain contact with applicants throughout participation in the program.
 - Track number of applicants that receive housing counseling services, the number of times each course was provided and the total number of applicants that completed housing counseling services.
- Provide tools and serve as liaison between participant and PRDOH to streamline processes and achieve program goals.
- Receive referrals from Program Managers (**PMs**) and provide housing and financial counseling services to referred participants.
- Assist participants in the relocation process, with tasks such as: Support in the search for eligible and available properties for relocation; Coordinate with PMs processes related to identifying relocation properties; Referrals to real estate agents to facilitate the property identification process; among other tasks.
- Support and assistance for participant referrals to other agencies and/or organizations as needed.
- Establish effective communication channels with PMs, and other program-related decision makers, to channel complaints, concerns or other participant requests to the appropriate PMs.
- Offer workshops on post-purchase, home maintenance, healthy home finances, disaster preparedness, and home search processes to participants.
- Assist in finding temporary housing for participants who are undergoing reconstruction and/or rehabilitation.
- Facilitate follow-up methods for cases with claims, reconsiderations and/or requests to PRDOH Legal Division.

The CEWRI-HH Program will include an educational campaign for applicants and the general population on the benefits, shortfalls, operations, and maintenance of the photovoltaic and battery storage systems. The Subrecipient shall provide support to PRDOH in the dissemination of the CEWRI-HH Program's educational campaign.

Task 02: Training

Activity. The Subrecipient will be responsible for participating in mandatory training sessions as directed by the Program. The Program will determine which specific training topics, from the list below, are applicable based on program requirements, compliance obligations, and operational needs. The Program reserves the right to add, modify, or remove training requirements at its discretion.

- **For the CEWRI-HH Program:**
 - Program Overview & Design
 - Intake Process


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- Eligibility and Award Reservation Process
- Reservation Period and System Installation Requirements
- Award Disbursement Claim and System Validation Processes
- Others, as requested by PRDOH

▪ **For the R3 and SF-MIT Program:**

- Program Overview & Design
- Outreach and Intake Process
- Eligibility Review Process
- Property Risk Assessment and Initial Project Intent Process
- Pre-Construction, Award, and Moveout Process
- Construction Process
- Move-in Process
- Relocation Voucher and Property Search Process
- Relocation Closing Process
- Others, as requested by PRDOH


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Task 03: Reporting

Activity. The Subrecipient will be responsible to submit monthly reports to the PRDOH to inform status of tasks and work progress, of the Agreement between the parties. Each report must be prepared in compliance with PRDOH's reporting requirements.

Task 04: Invoicing

Activity. The Subrecipient will be responsible for submitting invoices for reimbursement of costs regarding internal staff or contracted services. Each invoice must be prepared in compliance with PRDOH's invoicing requirements. The PRDOH will not reimburse the Subrecipient for work performed by employees without an authorization before performing work.

HBA-MIT PROGRAM

Task 01: Deliver services in the assigned area

Activity. The Subrecipient shall be responsible for offering HUD-approved homebuyer education at no cost to HBA-MIT eligible applicants. This task shall include the following:

- Serve the municipalities of Adjuntas, Aibonito, Arroyo, Cayey, Coamo, Guayama, Guayanilla, Juana Díaz, Peñuelas, Ponce, Salinas, Santa Isabel, Villalba⁴.

Task 02: Document metrics and standards

Activity. The Subrecipient shall implement the services to achieve anticipated outcomes via appropriate staffing and client communication. This task shall include the following:

- Establish and maintain staff to implement the services.
- Maintain accessible facilities for applicants that are clearly labeled, provide privacy, confidentiality, and are open during normal business hours, offering weekend services when needed.
- Provide vital documents and information in alternative formats, as well as provide accessibility features or make alternate accommodations for persons with disabilities.

⁴ PRDOH reserves the right to update municipalities without the need to amend this SRA. Also, in the event, a participant request services in another municipality, the HBA-MIT Program will allow participants to select their preferred agency.

- Ensure housing counselors are fluent in the language of the applicant served.
- Ensure all documents provided to clients must be available in both English and Spanish.

Task 03: Provide Homebuyer Education Course⁵

Activity. The Subrecipient shall deliver HUD-approved services to eligible HBA-MIT applicants. These applicants must attend a Homebuyer Education Course, covering the responsibilities of homebuying. This task shall include the following:

- Establish initial consultation with assigned applicants.
- Schedule in collaboration with the applicant, the date, time and setting to provide the Homebuyer Education Course.
- Facilitate the Homebuyer Education Course to the applicant and upon completion of the course, the counseling agency will issue the applicant a Certificate of Completion.

Task 04: Timely Performance

Activity. The Subrecipient shall execute tasks in a timely manner complying with the appropriate guidelines. Once an applicant is deemed eligible to the HBA-MIT Program⁶, the HCA will receive the case assignment through the grant management system to:

- Establish initial contact with the Applicant within no more than **two (2) business days** after receiving the case assignment.
 - HCAs are responsible for **two (2) follow-up contacts** with the Applicant to maintain the application status as current. Follow-up contacts must be documented in the grant management system.
- If the Applicant fails to attend **two (2) scheduled consultations** without notifying the HCA, then their referral may be put on hold. HCAs must document the meetings not attended without notice in the grant management system. Schedule the course within no more than **twelve (12) business days** after the case is assigned.
- Provide the course and issue the applicant the Certificate of Completion within no more than **twenty-one (21) business days** from the case assignment.

In those cases where, for reasons beyond the control of the HCA, it is not possible to meet the established deadlines, the HCA must adequately document the circumstances that prevented compliance.

Applicant Closeout

Termination occurs or may occur under any of these conditions:

- The applicant meets their housing need or resolves the housing problem;
- The agency determines that further engagement will not meet the applicant's housing need or resolve the applicant's housing problem;
- The agency attempts to but is unable to, locate the applicant;
- The applicant does not follow the agreed-upon action plan;
- The applicant otherwise terminates HCA services; or

⁵ Provide services in formal classes, with established curriculum and instructional goals; in a group or classroom setting, or other formats approved by PRDOH. Provide alternative settings or formats for the services for cases in which the agency and the client mutually agree on the need for an alternative setting or alternative format and cases in which the agency's facilities are not accessible.

⁶ PRHFA or its authorized representative will determine eligibility for each submitted Program application. Eligibility determinations will be based upon the documentation submitted by the Applicant, verification of information by third-party sources, including federal databases, and applicable statutes, Codes of Federal Regulations, state and local codes, and Program Guidelines.

- The applicant fails to appear for HCA appointments.

HCA's must document termination of services within **ten (10) business days**.

Task 05: Maintain compliance

Activity. The Subrecipient shall track and monitor service progress, ensure appropriate structure and maintain federal compliance. This task shall include the following:

- Utilize the grant management system for the collection and reporting of applicant information including, but not limited to, financial and demographic data, counseling service provided and outcomes.
- Provide information on how to ensure that participants seeking CDBG funded services will not be charged services, these must be free of charge to participants.
- Ensure compliance with the federal policy and procedural requirements.
- Recurrent failure to meet the timeframes described may result in penalties, ranging from the suspension of new case assignments to the termination of the agreement between PRDOH and the Housing Counseling Agency.


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Task 06: Training

Activity. The Subrecipient will be responsible for participating in mandatory sessions of training as required by PRDOH.

Task 07: Reporting

Activity. The Subrecipient will be responsible to submit monthly reports to the PRDOH to inform status of tasks and work progress, of the Agreement between the parties. Each report must be prepared in compliance with PRDOH's reporting requirements.

Task 08: Invoicing

Activity. The Subrecipient will be responsible for submitting invoices for reimbursement of costs regarding internal staff or contracted services. Each invoice must be prepared in compliance with PRDOH's invoice requirements. The PRDOH will not reimburse the Subrecipient for work performed by employees without authorization before performing work.

END OF DOCUMENT

EXHIBIT B

TIMELINES AND PERFORMANCE GOALS

**COMMUNITY ENERGY AND WATER RESILIENCE INSTALLATIONS –
HOUSEHOLDS (CEWRI-HH) PROGRAM**

SINGLE-FAMILY MITIGATION (SF-MIT) PROGRAM

HOMEBUYER ASSISTANCE MITIGATION (HBA-MIT) PROGRAM

HOME REPAIR, RECONSTRUCTION, OR RELOCATION (R3) PROGRAM

PONCE NEIGHBORHOOD SERVICES (PONCE NHS)

PROJECT OBJECTIVE:

The objective of the project is to improve PRDOH's customer service in the Single-Family Mitigation (**SF-MIT**) and Community Energy and Water Resilience Installations - Households (**CEWRI-HH**), Homebuyer Assistance Mitigation (**HBA-MIT**), and Home Repair, Reconstruction, or Relocation (**R3**) Programs. Subrecipient will provide support to applicants - before, during, and after the Program's assistance - to help provide, to the extent possible, an easy and enjoyable experience.

Subrecipient must perform activities in compliance with Program Guidelines and Standard Operating Procedures (**SOPs**). Subrecipient must also maintain a record of detailed documentation of evaluations, findings, and decisions.

TERMS:

- **Deliverable** – The major objectives the Program wants to achieve.
- **Key Activity** – The activities necessary to carry out the Key Deliverables.

- **Indicator** – The quantitative method used to demonstrate that the Key Activities have been performed.
- **Source of Verification** – Documentation used to verify that the indicators have been met, and thus the key activities or tasks are in progress or completed. All sources of verification should be submitted to PRDOH for review and approval.
- **Target** – The minimum goal for each of the indicators.
- **Timeline** – The expected completion date or timeframe.


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Key activities must be completed to PRDOH’s satisfaction. If required by PRDOH, Subrecipient must correct any deficiencies in the performance or delivery of the key activities.

PERFORMANCE INDICATORS & GOALS

A. R3, SF-MIT and CEWRI-HH

Key Activity	Indicator	Source of Verification	Target	Timeline
1.1 Submission of staff information Subrecipient must submit the information of staff to be assigned to work under the SRA.	% of assigned staff submitted	List of personnel, with credentials, to be assigned to work under the SRA.	100% of assigned staff submitted	Within 20 days of SRA execution.
1.2 Development of Training Plan/ Strategy	# of Training Plan/ Strategy	Approved Training Plan/ Strategy	1 Training Plan/ Strategy	Within 45 days of SRA execution
1.3 Facilitation of Program related trainings	% of staff trained # of staff trained	Evidence of training to new staff included in monthly report	98% of staff trained	Monthly
1.3 Facilitation of Program related trainings	# of monthly activity reports	Submitted reports	1 activity report	Monthly, starting on month 2 and throughout the duration of the SRA

Subrecipient shall develop workplans, schedules, reports and/or any other document as may be requested by PRDOH or its Representative in connection with the above timelines and performance goals. The Subrecipient shall submit any of such documents for review and approval as requested by PRDOH within the specified timeframe provided for such request. PRDOH reserves the right to request any information to the Subrecipient as part of the Grantee's responsibilities.

KEY ACTIVITY 1.1: SUBMISSION OF STAFF INFORMATION

Subrecipient must submit the information of staff to be assigned to work under the SRA. Submission of required information will be done through the GCP and shall include the following information:

- Name of assigned Staff
- Position

KEY ACTIVITY 1.2: DEVELOPMENT OF TRAINING STRATEGY

Subrecipient will participate in training sessions on the R3, CEWRI-HH and SF-MIT regarding Programs policies and procedures PRDOH within fifteen (15) days after signing the SRA or upon availability of the PRDOH, whichever is later. After PRDOH's initial training to the Subrecipient Staff, the Subrecipient will be responsible for developing and submitting a Training Plan that the Subrecipient will use for the provision of training to new staff. The plan must include:

- Content development approach
- Identified facilitators
- Frequency for the training's facilitation
- Impact evaluation

KEY ACTIVITY 1.3: FACILITATION OF PROGRAM RELATED TRAININGS

The subrecipient will ensure its Program staff participates in the training and will work with PRDOH to ensure content is kept up to date and aligned with PRDOH Program

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policies and priorities. The Subrecipient will provide training on the Program's policies and procedures to new staff on a recurring basis and will maintain ninety-eight percent (98%) of its workforce trained on the established content.

KEY ACTIVITY 1.4: PROGRAMS' CUSTOMER SERVICE SUPPORT ACTIVITIES

After signing the SRA, the Subrecipient will provide customer service support to Programs as described in the SRA's Exhibit A (Scope of Work). The Subrecipient will perform the Customer Service Support activities described in the SRA's Exhibit A for so long as the SRA is in full force and effect.

As part of the support activities, the subrecipient will maintain track of the following metrics:

- # of citizens/ applicants oriented on Programs' eligibility criteria, benefits, and conditions for assistance.
- # of complaints from citizens/applicants,
 - # of complaints referred to the Programs for handling and resolution

In addition, the subrecipient must develop and maintain open communication channels (via chat, phone, email, etc.) with citizens/applicants. As well as collect and analyze citizen/applicant feedback and report on it to the Programs team. The monthly activity report should be submitted through the GCP alongside with data files that will allow PRDOH to conduct data analysis if needed.


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B. HBA-MIT

Deliverable I: Offer Homebuyer Education Course to LMI and UN Families

Deliverable 1	Key Activity	Indicator	Source of Verification	Target	Timeline
Deliver homebuyer education courses to eligible LMI and UN households of the HBA-MIT Program	Homebuyer Education Course	# of referrals received	Grant Management System data - Eligibility Status (Eligible) and Eligibility Status Date	X applications	Monthly - until funds exhaustion or end of HBA-MIT Program
		# of courses provided	Certificate of Completion	X applications	

Deliverable Description: Deliver homebuyer education course to eligible LMI and UN households within the designated service area. These services aim to increase awareness of key housing issues, including predatory lending, fair lending practices, fair housing rights, and other essential homebuyer topics. All related data and documentation must be maintained in the Grant Management System and reported through the Grant Compliance Portal (**GCP**) in accordance with PRDOH requirements.

Key Activity 1.1: Homebuyer Education Course

Activity Description: The objective of this key activity is to offer HUD-approved homebuyer education services at no cost to HBA-MIT eligible applicants. These applicants must attend a Homebuyer Education Course, provided by a HUD-certified Housing Counseling Agency, covering the responsibilities of homebuying. Upon completion of the course, the counseling agency will issue the applicant a Certificate of Completion.

END OF DOCUMENT



EXHIBIT C

KEY PERSONNEL

COMMUNITY ENERGY AND WATER RESILIENCE INSTALLATIONS – HOUSEHOLDS (CEWRI-HH) PROGRAM HOME REPAIR, RECONSTRUCTION, OR RELOCATION (R3) PROGRAM SINGLE-FAMILY MITIGATION (SF-MIT) PROGRAM HOMEBUYER ASSISTANCE MITIGATION (HBA-MIT) PROGRAM

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PONCE NEIGHBORHOOD SERVICES (PONCE NHS)

The following table shows the Key Personnel staffing plan for the Subrecipient that will be providing customer service support to the Community Energy and Water Resilience Installations – Households (CEWRI-HH), Home Repair, Reconstruction, or Relocation (R3) Program, Single-Family Mitigation (SF-MIT) Program, and the Homebuyer Assistance Mitigation Program (HBA-MIT) (jointly, the Programs) of the Community Development Block Grant – Disaster Recovery (CDBG-DR) and Community Development Block Grant – Mitigation (CDBG-MIT). This information represents a combination of existing employees or newly hired employees who will be working under the SRA.

I. Staff Positions Roles and Responsibilities

a. SF-MIT & CEWRI HH

Table with 3 columns: Position [A], Full Time Equivalent [B], Roles and Responsibilities [C]. Row 1: Customer Service Coordinator, [1], list of responsibilities including training, coordination, and oversight.

Position [A]	Full Time Equivalent [B]	Roles and Responsibilities [C]
Customer Service Representative	[3]	<ul style="list-style-type: none"> ▪ Collects and analyzes participant feedback and reports on it to the Programs. ▪ Prepares monthly status and progress report for the SRA. ▪ Other necessary tasks for the customer service support activities. <hr/> <ul style="list-style-type: none"> ▪ Takes training on Programs’ eligibility criteria, benefits, procedures, and conditions for assistance. ▪ Orients participants on Programs’ eligibility criteria, benefits, procedures, and conditions for assistance. ▪ Answers general and specific questions from participants about the Programs. ▪ Communicates with participants and engages in conversation with them on Programs’ related topics. ▪ Aids and facilitates communication between participants and Programs’ staff. ▪ Keeps track of the status of applications assigned and keeps the participants informed of the status as well. ▪ Hears complaints from participants, assists with mitigating them, and refers them to the Program. ▪ Drives to properties to aid participants with their application and award implementation processes. ▪ Provide housing counseling services to CEWRI-HH Program participants.
Certified Housing Counselor	[1]	<ul style="list-style-type: none"> ▪ Provides HUD Certified Housing Counseling Services to CDBG-MIT Program participants and clients. ▪ Prepares and provides Financial Capability, Post Purchase and other Housing Counseling workshops to referred participants, if applicable. ▪ Verifies and evaluate participant’s documentation to bring support in the counseling process. ▪ Provides Counselor-to-client counseling services that address unique financial circumstances and housing issues, and focus on overcoming specific obstacles to achieving a housing goal such as repairing credit, purchasing a home, locating cash for a down payment, raising awareness about critical housing topics such as predatory lending practices, fair lending and fair housing requirements, finding units accessible to persons with disabilities, resources to help in the housing and financial goal achievement, avoiding foreclosure, improving or creating a sustainable budget and emergency fund, disaster preparedness or recovery counseling and/or resolving a financial crisis. All counseling services will involve the creation of an action plan and budget.
Housing Counseling Program Supervisor	[1]	<ul style="list-style-type: none"> ▪ Coordinates and supervises team efforts to ensure the Program goals are met. ▪ Enforces the policies, standards, and regulations of the Program and regulatory agencies


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Position [A]	Full Time Equivalent [B]	Roles and Responsibilities [C]
		<ul style="list-style-type: none"> ▪ Maintains constant communication with upper management and Customer Support Coordinator for CDBG-MIT Programs. ▪ Monitors coordination and results of workshops, counseling services, courses, and customer service programs. ▪ Periodically, the incumbent is responsible for: <ul style="list-style-type: none"> ○ Coordinating necessary efforts to achieve goals and give advice to the Customer Service Coordinator with an Action Plan to achieve goals. ○ Verifying performance reports as requested by CDBG-MIT Programs. ○ Conducting performance evaluations for supervised employees. ○ Evaluating workshop content to ensure they meet program objectives. ○ Attending meetings with collaborators of the CDBG-MIT Programs. Attending meetings with the Executive Director and/or Board of Directors. ○ Reviewing and updating departmental procedures to maximize time and resource usage. ○ Attending Housing counseling education training and CDBG-MIT Programs training. ○ Verifying work schedule to assure effective distribution of cases and participants served in a timely manner. Handle time off requests and others as needed. ○ Oversee the customer service coordinator activities and receives feedback within the Subrecipient’s team. ▪ Other tasks as needed for the CDBG-MIT Program as a Housing Counselor Program Supervisor.

b. R3 Program

Position [A]	Full Time Equivalent [B]	Roles and Responsibilities [C]
Customer Service Coordinator	[1]	<ul style="list-style-type: none"> ▪ Takes training on Programs’ eligibility criteria, benefits, procedures, and conditions for assistance from PRDOH. ▪ Coordinates and provides training to Customer Service Representatives on Programs policies and procedures. ▪ Plans and assigns applications to Customer Service Representatives within the Subrecipient’s team. ▪ Serves as technical assistant to Customer Service Representatives in Programs’ policies and procedures. ▪ Oversees and monitors the customer service support activities of Customer Service Representatives within the Subrecipient’s team. ▪ Participates in meetings with Programs’ staff to coordinate and report on customer services support activities provided under the SRA.

Position [A]	Full Time Equivalent [B]	Roles and Responsibilities [C]
Customer Service Representative	[3]	<ul style="list-style-type: none"> ▪ Collects and analyzes participants feedback and reports on it to the Program. ▪ Prepares monthly status and progress report for the SRA. ▪ Attends weekly and monthly meetings from R3 Program. ▪ Handle participants referred by the Project Manager (PM) or PRDOH in a timely manner. ▪ Make professional approaches with partners, organizations, PMs, and other resources to maximize participant referrals. ▪ Works with monthly schedules and agendas for Customer Services Support and Subrecipient R3 Program. ▪ Coordinates activities with other entities to establish collaborative links. ▪ Reviews and manage client data from the R3 Program cases in the Canopy system. ▪ Maintain open communication with PMs to follow up with cases and changes in the R3 Program. ▪ Monitoring participants' follow-up in a timely manner. ▪ Other necessary tasks for the customer service support activities. <hr/> <ul style="list-style-type: none"> ▪ Takes training on Programs' eligibility criteria, benefits, procedures, and conditions for assistance. ▪ Answers general and specific questions from participants about the R3 Program. ▪ Communicates with participants and engages in conversation with them on Programs' related topics. ▪ Aids and facilitates communication between participants and Programs' staff. ▪ Keeps track of the status of applications assigned and keeps the participant informed of the status as well. ▪ Hears complaints from participant, assists with mitigating them, and refers them to the Program. ▪ Drives to properties to aid participants with their application and award implementation processes. ▪ Makes and receives phone calls from applicants regarding status, documentation, and support with R3 Program. ▪ Gather and review documentation from the participant from the R3 Program. ▪ Verify and support in the verification of emails and communication related to R3 Programs. ▪ Review and manage client data from the CDBG-DR Programs cases in the Canopy system. ▪ Complete notes from participants' communications in the Canopy system. ▪ Verify and follow procedures to call referral clients from PMs in a timely manner. ▪ Attend weekly and monthly meetings from R3 Program. ▪ Coordinate appointments for Housing Counseling Services as requested


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Position [A]	Full Time Equivalent [B]	Roles and Responsibilities [C]
Certified Housing Counselor	[1]	<ul style="list-style-type: none"> ▪ Other necessary support as required by the Customer Service Coordinator or other CDBG-DR Program Subrecipient Staff. <hr/> <ul style="list-style-type: none"> ▪ Provides HUD Certified Housing Counseling Services to R3 Program participants and clients. ▪ Prepares and provides Financial Capability, Post Purchase and other Housing Counseling workshops to referred participants, if applicable. ▪ Verifies and evaluate participant’s documentation to bring support in the counseling process. ▪ Provides Counselor-to-client counseling services that address unique financial circumstances and housing issues, and focus on overcoming specific obstacles to achieving a housing goal such as repairing credit, purchasing a home, locating cash for a down payment, raising awareness about critical housing topics such as predatory lending practices, fair lending and fair housing requirements, finding units accessible to persons with disabilities, resources to help in the housing and financial goal achievement, avoiding foreclosure, improving or creating a sustainable budget and emergency fund, disaster preparedness or recovery counseling and/or resolving a financial crisis. All counseling services will involve the creation of an action plan and budget.

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c. HBA-MIT Program

Position [A]	Full Time Equivalent [B]	Roles and Responsibilities [C]
Program Housing Counseling Supervisor	[1]	<ul style="list-style-type: none"> ▪ Overviews and verification of timesheets accuracy and completeness and any additional corrections. ▪ Supervises Housing Program Operations and compliance. ▪ Ensures all program activities comply with federal and state regulations under the CDBG-MIT fund, as well as internal policies. ▪ Establishes and facilitates open communications with collaborators, contractors, municipalities, and state/federal agencies to support effective program implementation. ▪ Leads and oversees staff assigned to the HBA-MIT program, ensuring goals and timelines are met. ▪ Supervises the eligibility, intake, and case management processes for applicants, ensuring fair and transparent practices. ▪ Reviews files, documentation, and reports to verify accuracy and compliance with program requirements. ▪ Prepares periodic progress reports, performance indicators, and mitigation outcomes for submission to management and funding authorities. ▪ Identifies potential delays, conflicts, or compliance issues and proposes timely solutions. ▪ Monitors performance metrics (number of requests, completed counseling sessions).

- Prepare statistical reports for the PRDOH.
- Generates monthly progress indicators according to Exhibit B.
- Manages access and permissions, including documenting all interactions in the client management system and database.
- Completes timesheets for the HBA-MIT Housing Counseling Program.
- Participates in workshops/trainings and meetings related to HBA-MIT program.
- Documents case closures when the client complies or abandons the process.
- Conducts individual counseling with HBA-MIT applicants.
- Identifies each client's needs and recommends specific courses or workshops.
- Explains homebuying responsibilities and mortgage obligations.
- Offers educational workshops
- Guides on the risks of predatory lending and safe and resilient housing.
- Maintains contact with applicants throughout the counseling process.
- Monitors completion of required courses prior to certification.
- Issues counseling completion certificates to applicants who meet the requirements.
- Supports families in the homebuying process outside of high-risk areas.
- Coordinates sessions in different formats (group, individual, virtual, in-person).
- Make referrals in the counseling process to better access participant needs.

-
- Prepares weekly summaries of counseling progress for the Supervisor.
 - Documents case closures when the client complies or abandons the process.
 - Conducts individual counseling with HBA-MIT applicants.
 - Identifies each client's needs and recommends specific courses or workshops.
 - Explains homebuying responsibilities and mortgage obligations.
 - Offers pre-purchase educational workshops. Provide guidance on the risks of predatory lending and safe and resilient housing.
 - Maintains contact with applicants throughout the counseling process.
 - Monitors completion of required courses prior to certification.
 - Documents all interactions in the client management system.
 - Issues counseling completion certificates to applicants who meet the requirements.
 - Supports families in the homebuying process outside of high-risk areas.
 - Coordinates sessions in different formats (group, individual, virtual, in-person).
 - Make referrals in the counseling process to better access participant needs.
 - Completes timesheets for the HBA-MIT Housing Counseling Program.
 - Participates in workshops/training and meetings related to HBA-MIT program.
 - Among other tasks related to HBA-MIT program.

**Housing
 Counseling
 Certified Counselor
 I**

[1]

**Housing Program
 Data & Invoice
 Officer**

[1]

- Monitors the client management system.


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- Prepare administrative monthly reports to the CDBG-MIT Program.
 - In charge of gathering data and information for the CDBG-MIT Program Performance Report.
 - Ensures data is kept up-to-date and error-free.
 - Provides support for audit and verification processes.
 - Verify CDBG-MIT reports
 - Implements and helps with privacy and data protection controls.
 - Coordinates with counselors and specialists to correct inconsistencies in records.
 - Receive and audit work hours from CDBG-MIT Program employees.
 - Participate in weekly and monthly reunions, conference calls and meetings with the HBA Program, DBO, PRDOH and other entities related with the program.
 - Responsible for maintaining program compliance, ensuring all required and requested documentation for the HBA-MIT program are current and up to date.
 - Assist with walk-in visits when necessary.
 - Completes timesheets for the HBA-MIT Housing Counseling Program.
 - Participates in workshops/training and meetings related to the HBA-MIT program.
 - Submits invoices for reimbursement of internal staff costs.
 - Submits invoices for reimbursement of contracted service costs.
 - Prepares each invoice in full compliance with PRDOH invoice requirements.
 - Reviews timesheets to verify accuracy, completeness & discrepancy corrections.
 - Among other tasks related to the HBA-MIT program.
-
- Manage the client management system.
 - Enter counseling, workshop, and case outcome data.
 - Assist the certified counselor in workshops and counseling sessions.
 - Ensure data is kept up-to-date and error-free.
 - Provide support for audit and verification processes.
 - Implement privacy and data protection controls.
 - Coordinate with counselors and specialists to correct inconsistencies in records.
 - Distribute educational and guidance materials in communities.
 - Coordinate follow-up calls (minimum two contact attempts per SOP).
 - Assist in the collection of satisfaction surveys.
 - Maintain records of cancellations and rescheduling.
 - Coordinate the logistics of educational workshops (space, materials, attendance).
 - Remind clients about appointments and submit documents.
 - Document client attendance and participation in workshops.
 - Respond to initial inquiries before referral to the certified counselor.
 - Provide assistance during walk-in visits when necessary.
 - Completes timesheets for the HBA-MIT Housing Counseling Program.
 - Participates in workshops/trainings and meetings related to HBA-MIT program.
 - Among other tasks related to HBA-MIT program

**Housing Program
Data Officer**

(1)

**Housing Program
and Client Support
Officer**

(1)

- Responds to citizen inquiries via phone, chat, or email.
- Guides program benefits and application processes.
- Serves as a liaison between applicants and intake or counseling staff.
- Supports clients in completing online forms and applications.
- Listen to citizen complaints and forward them to the responsible party.
- Maintains ongoing communication with applicants until the case is closed.
- Completes timesheets for the HBA-MIT Housing Counseling Program.
- Participates in workshops/trainings and meetings related to HBA-MIT program.
- Among other tasks related to HBA-MIT program.

II. Notes:

1. Staff position names in Column [A] are generic names assumed to designate roles to Subrecipient's staff. Therefore, the position names may not necessarily coincide with current positions within Subrecipient's roster of employees.
2. Subrecipient may use one (1) or more of its employees for each of the approved staff positions. Therefore, the maximum budget shall consider the summary of payroll costs for employees authorized for the position.
3. Subrecipient may recruit new employees to fill-in staff positions included in Column [A] that are not occupied at the start date of the SRA.
4. The Subrecipient shall require from each staff position daily-time entry reports with a description of the work performed during the report period.
5. The Staff Position Full Time Equivalent in Column [B] shall be considered as the maximum quantity of FTEs (at 180 hours per month) that the Subrecipient may employ for the term of the SRA for each Subrecipient's staff position.
6. After the SRA is executed, the Subrecipient may request in writing an amendment to modify the maximum quantity of FTEs of staff for any of the positions.
7. The total authorized available budget for all Subrecipient's staff positions will be established in the Budget Exhibit of this SRA.

END OF DOCUMENT



EXHIBIT D

BUDGET

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COMMUNITY ENERGY AND WATER RESILIENCE INSTALLATIONS –

HOUSEHOLDS (CEWRI-HH) PROGRAM

HOME REPAIR, RECONSTRUCTION, OR RELOCATION (R3) PROGRAM

SINGLE-FAMILY MITIGATION (SF-MIT) PROGRAM

HOMEBUYER ASSISTANCE MITIGATION (HBA-MIT) PROGRAM

PONCE NEIGHBORHOOD HOUSING SERVICES, INC. (PONCE NHS)

1. Total Allocation and Authorized Budget

a. The Puerto Rico Department of Housing (**PRDOH**) designated to the Subrecipient a total amount of nine hundred five thousand two hundred dollars and forty-seven cents (**\$905,200.47**) for the Community Energy and Water Resilience Installations – Households (**CEWRI-HH**), Home Repair, Reconstruction, or Relocation (**R3**), Single-Family Mitigation (**SF-MIT**), and Homebuyer Assistance Mitigation (**HBA-MIT**) Programs.

2. Distribution of Authorized Maximum Budget

a. The maximum budget amount shall be distributed as follows:

▪ SF-MIT & CEWRI-HH Programs

Item Id.	Item Name	SF-MIT Budget Allocation Estimate	CEWRI-HH Budget Allocation Estimate	Max. Authorized Budget
1	Staffing	\$224,520.96	\$413,334.09	\$637,855.05
2	Equipment	\$1,500.00	\$3,442.00	\$4,942.00
3	Travel Expenses	\$3,500.00	\$1,000.00	\$4,500.00
4	Insurance	\$8,000.00	\$9,000.00	\$17,000.00
5	Software Expenses	\$1,550.00	\$1,550.00	\$3,100.00
6	Communication Expenses	\$2,000.00	\$2,200.00	\$4,200.00
7	Other direct cost (credit report, materials, Supplies, file cabinet, photocopies lease)	\$2,500.00	\$4,200.00	\$6,700.00
8	Indirect Cost per de minimis rate	\$24,007.10	\$42,908.41	\$66,915.51
Total Authorized Budget		\$267,578.06	\$477,634.50	\$745,212.56

▪ **R3 PROGRAM**

PROJECT ACTIVITY DELIVERY COSTS

PROJECT ACTIVITY DELIVERY COSTS		
Staffing	Charges for salaries and wages, including a compensation fringe benefit for personnel required to administer the services.	\$54,470.40
Other Operating	Operational costs will include travel and indirect cost of the program through De Minimis Rate (10%).	\$5,517.51
GRAND TOTAL		\$59,987.91

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STAFFING

Position	Qty. of Resources [A]	Estimated Hours per month per Resource [B]	Estimated Hourly Rate [C]	Estimated Monthly Cost [D=AxBxC]
Customer Services Coordinator	1	20	\$26.91	\$538.20
Customer Service Representative	3	22	\$16.15	\$1,065.90
Certified Housing Counselor	1	22	\$30.25	\$665.50
Subtotal Cost for 2 Years (24 Months):				\$54,470.40

OTHER OPERATING

Item Name	Item Description	Budget
Travel	Transportation, lodging and subsistence charged on per diem and/or mileage basis.	\$63.51
Overhead	Indirect cost of the services through De Minimis Rate (10%)	\$5,454.00
Total Expenses Budget:		\$5,517.51

▪ **HBA-MIT PROGRAM**

PROJECT ACTIVITY DELIVERY COSTS

PROJECT ACTIVITY DELIVERY COSTS		
Staffing	Charges for salaries and wages, including a compensation fringe benefit for personnel required to administer the services.	\$99,922.08
Other Operating	Operational costs associated with the services being provided.	\$77.92
GRAND TOTAL		\$100,000.00

STAFFING

Position	Qty. of Resources [A]	Estimated Hours per month per Resource [B]	Estimated Hourly Rate [C]	Estimated Monthly Cost [D=AxBxC]
Program Housing Supervisor	1	55	\$34.50	\$1,897.50
Housing Counseling Certified Counselor I	1	99	\$30.25	\$2,994.75
Housing Program Data & Invoice Officer	1	21	\$27.00	\$567.00

Position	Qty. of Resources [A]	Estimated Hours per month per Resource [B]	Estimated Hourly Rate [C]	Estimated Monthly Cost [D=AxBxC]
Housing Program Data Officer	1	99	\$14.41	\$1,426.59
Housing Program and Client Support Officer	1	100	\$14.41	\$1,441.00
Subtotal Cost for 1 Year (12 Months):				\$99,922.08


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OTHER OPERATING



Item Name	Item Description	Budget
Travel	Costs or expenses for transportation, and related items incurred by employees who are in travel status on official business for the HBA-MIT Program.	\$77.92
Total Expenses Budget:		\$77.92

3. NOTES

- a. Estimated amount in rate, hours, and monthly cost could vary based on actual need and work performed for the program.
- b. Budget Redistribution
 - i. 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.
 - ii. The PRDOH will evaluate the redistribution request to validate purpose and balance of funds, and if determined the redistribution is in benefit to 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.
 - iii. This redistribution of funds as described here shall be considered binding and will not require an amendment to the SRA.

END OF DOCUMENT



ATTACHMENT V

EXHIBIT E-II

Contract Code: 5465-b
Type: Change Order A_V2
Original Registered Code: 2023-DR0111

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Elizabeth Colon Rivera

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CERTIFICATION OF FUNDS

Requested on behalf: CDBG-DR Director

The Finance Division certifies the availability of the following funds:

Contracting Of: PONCE NEIGHBORHOOD HOUSING SERVICES INC
Source of Funds: 14.228 CDBG Funds
For: Single Family-MIT SF
Amendmente B to 2023-DR0111
New END DATE May 22, 2028
RRR & HBA-MIT
Amount: \$159,987.91

The breakdown and grant of the certified funds is as follows:

Grant	Area / Project	Activity Code	Category Description	Account	Amount
B-18-DP-72-0002	Housing - HH/SFH	mithhbaafvlmi	H - Program Subsidy	6090-01-000	\$55,000.00
B-18-DP-72-0002	Housing - HH/SFH	mithhbaafvun	H - Program Subsidy	6090-01-000	\$45,000.00
B-18-DP-72-0001	Housing - HH/SFH	r02h07rrr-doh-lm	H - Program Subsidy	6090-01-000	\$56,988.51
B-18-DP-72-0001	Housing - HH/SFH	r02h07rrr-doh-un	H - Program Subsidy	6090-01-000	\$2,999.40
					<u>\$159,987.91</u>

The above distribution of funds is subject to changes and will be allocated in accordance with the executed agreement within the parties. These funds do not affect the Puerto Rico Department of Housing (PRDOH) operational budget, and are available to be use.

If you have any questions, feel free to contact us at (787)274-2527.

Cesar Candelario Signed Date - 01/22/2026
Electronic Approval
Budget Manager

**This transaction does not represent an overcharge of the account herein.*

Nilda Baez Signed Date - 01/22/2026
Electronic Approval
Finance Director


Elizabeth Colon Rivera



**This transaction does not represent an overcharge of the account herein.*

Ave. Barbosa #606 Edificio Juan C. Cordero Dávila, Río Piedras, PR 00918 | P.O. Box 21365 San Juan, PR 00928-1365
[Tel:\(787\)274-2527](tel:(787)274-2527) | www.vivienda.pr.gov

EXHIBIT F

HUD GENERAL PROVISIONS AND OTHER FEDERAL STATUTES, REGULATIONS, AND PRDOH REQUIREMENTS

COMMUNITY ENERGY AND WATER RESILIENCE INSTALLATIONS – HOUSEHOLDS (CEWRI-HH) PROGRAM

SINGLE-FAMILY MITIGATION (SF-MIT) PROGRAM

HOME REPAIR, RECONSTRUCTION, OR RELOCATION (R3) PROGRAM

HOMEBUYER ASSISTANCE MITIGATION (HBA-MIT) PROGRAM

PONCE NEIGHBORHOOD SERVICES (PONCE NHS)

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

The SUBRECIPIENT (also referred to as the “Partner”) shall include these terms and conditions in all subcontracts or purchase orders directly servicing the SRA.

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

General Provisions:

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

2. STATUTORY AND REGULATORY COMPLIANCE

SUBRECIPIENT shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, including but

not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

3. BREACH OF SUBRECIPIENT AGREEMENT TERMS

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

4. REPORTING REQUIREMENTS

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

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

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

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

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

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

7. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

8. CONFLICTS OF INTEREST

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

9. SUBCONTRACTING

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

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


Elizabeth Colon Rivers



- (vii) Any arbitrary action in the procurement process.

The SUBRECIPIENT represents to the PRDOH that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this SRA. The SUBRECIPIENT will include these HUD General Provisions in every subcontract issued by it, so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

10. ASSIGNABILITY

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

11. COPELAND “ANTI-KICKBACK” ACT

(Applicable to all construction or repair contracts)

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

12. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

All laborers and mechanics employed by SUBRECIPIENTS or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the CWHSSA, and the SUBRECIPIENTS and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

13. DAVIS-BACON ACT

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

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

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

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

14. TERMINATION FOR CAUSE

(Applicable to contracts exceeding \$10,000)

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

15. TERMINATION FOR CONVENIENCE

(Applicable to contracts exceeding \$10,000)

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

16. SECTION 503 OF THE REHABILITATION ACT OF 1973

(Applicable to contracts exceeding \$10,000)

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

Equal Opportunity for Workers with Disabilities:

- 1) The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The SUBRECIPIENT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the SUBRECIPIENT;
 - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the SUBRECIPIENT including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- 2) The SUBRECIPIENT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 3) In the event of the SUBRECIPIENT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 4) The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the SUBRECIPIENT's obligation under the law to take


Elizabeth Colon-Rivers



affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The SUBRECIPIENT must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the SUBRECIPIENT may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

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Elizabeth Colon Rivers
C/APP
- 5) The SUBRECIPIENT will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the SUBRECIPIENT is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
 - 6) The SUBRECIPIENT will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Rehabilitation Act of 1973, as amended,, as amended, so that such provisions will be binding upon each subcontractor or vendor. The SUBRECIPIENT will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

17. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

- 1) The SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBRECIPIENT shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 2) The SUBRECIPIENT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The SUBRECIPIENT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4) The SUBRECIPIENT will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the SUBRECIPIENT's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The SUBRECIPIENT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The SUBRECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 7) In the event of the SUBRECIPIENT's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the SUBRECIPIENT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 8) SUBRECIPIENT shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such

subcontractor. The SUBRECIPIENT will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.


Elizabeth Colon-Rivera



18. CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

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


19. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to contracts exceeding \$100,000)

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

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

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

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

20. ANTI-LOBBYING

(Applicable to contracts exceeding \$100,000)

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making

of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3) The SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

21. BONDING REQUIREMENTS

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

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


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


Elizabeth Colon Rivers




- 3) A payment bond on the part of the SUBRECIPIENT for one hundred percent (100%) of the Agreement price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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

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A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Agreement agree to comply with HUD’s regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the in 24 C.F.R. Part 75 regulations.
- C. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the SUBRECIPIENT has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the SUBRECIPIENT’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The SUBRECIPIENT agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The SUBRECIPIENT will not subcontract with any subcontractor where the SUBRECIPIENT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.
- E. The SUBRECIPIENT acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contracting

requirements of 24 C.F.R. 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts signed after this SRA.

-  **F.** The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled: (1) after the SUBRECIPIENT is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT's obligations under 24 C.F.R. Part 75.
- G.** Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- H.** With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (46 U.S.C. § 5307) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- I.** The SUBRECIPIENT agrees to submit, and shall require its subcontractors to submit to them, quarterly reports to the PRDOH detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.

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

Every project funded in part or in full by Community Development Block Grant – Disaster Recovery (CDBG-DR/MIT) funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 *et seq.*, and section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative

requirements have been provided by the U.S. Department of Housing and Urban Development (HUD).

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

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

24. FAIR HOUSING ACT

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


25. ENERGY POLICY AND CONSERVATION ACT

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

26. POLITICAL ACTIVITY

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

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


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

The SUBRECIPIENT may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

27. HEALTH AND SAFETY STANDARDS

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

28. PERSONNEL

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

29. WITHHOLDING OF WAGES

If in the performance of this Agreement, there is any underpayment of wages by the SUBRECIPIENT or by any subcontractor thereunder, the PRDOH may withhold from

the SUBRECIPIENT out of payment due to him or her an amount sufficient to pay to employees underpaid the difference between the wages required thereby to be paid and the wages actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the PRDOH for and on account of the SUBRECIPIENT or subcontractor to the respective employees to whom they are due.


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30. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

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

31. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

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

32. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

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

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

33. INTEREST OF CERTAIN FEDERAL OFFICERS

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

34. INTEREST OF SUBRECIPIENT

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

35. RELIGIOUS ACTIVITY

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

36. FLOOD DISASTER PROTECTION ACT OF 1973

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

37. LEAD BASED PAINT

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

38. VALUE ENGINEERING

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

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

39. GENERAL COMPLIANCE

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

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

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

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

The SUBRECIPIENT shall also comply with applicable PRDOH's policies and guidelines as established in Program Guidelines and their amendments, if any, as


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found in the CDBG-DR Website (www.cdbg-dr.pr.gov) which are herein included and made integral part of this Agreement, as it may be updated from time to time.

40. DUPLICATION OF BENEFITS

The SUBRECIPIENT shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155) and described in Appropriations Act. The SUBRECIPIENT must comply with HUD's requirements for duplication of benefits, imposed by Federal Register notice on the PRDOH, which are published in a separate notices entitled: "Clarification to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees" (November 16, 2011, 76 FR 71060); "Updates to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees" (June 20, 2019, 84 FR 28836); and "Applicability of Updates to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees," (June 20, 2019, 84 FR 28848). The SUBRECIPIENT shall carry out the activities under this Agreement in compliance with PRDOH's procedures to prevent duplication of benefits.

41. DRUG-FREE WORKPLACE

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

42. HOLD HARMLESS

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


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43. PRDOH RECOGNITION

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

44. LOGOS CLAUSE

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

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

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

46. FINANCIAL & PROGRAM MANAGEMENT

The SUBRECIPIENT shall expend and account for all CDBG-DR/MIT funds received under this Agreement in accordance with 2 C.F.R. § 200.302 and 2 C.F.R. § 200.303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

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

47. DOCUMENTATION AND RECORD KEEPING

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

- a. Records providing a full description of each activity undertaken;

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

48. ACCESS TO RECORDS

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

49. RECORD RETENTION AND TRANSMISSION OF RECORDS TO THE PRDOH

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

Records shall be made available to PRDOH upon request.

50. CLIENT DATA AND OTHER SENSITIVE INFORMATION

In the event that the SUBRECIPIENT comes to possess client data and other sensitive information as a result of this Agreement, then the SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for

determining eligibility, and description of service provided. Such information shall be made available to PRDOH monitors or their designees for review upon request.

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

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

51. CLOSE-OUT

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

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


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52. AUDITS AND INSPECTIONS

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

53. SINGLE AUDIT

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

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

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

54. INSPECTIONS AND MONITORING

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

55. CORRECTIVE ACTIONS

The PRDOH may issue management decisions and may consider taking enforcement actions including but not limited to corrective actions in 24 C.F.R. § 570.910 if noncompliance is detected during monitoring and audits. The PRDOH may require the SUBRECIPIENT to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the SUBRECIPIENT from the pass-

through entity detected through audits, on-site reviews, and other means. A timely and appropriate action shall be predicated on reasonable standard wherein the SUBRECIPIENT utilizes all available resources to correct the noted issue or issues. In response to audit deficiencies or other findings of noncompliance with this Agreement, the PRDOH may impose additional conditions on the use of the CDBG-DR/MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.


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56. NONDISCRIMINATION

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

The SUBRECIPIENT shall adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (**Age Discrimination Act**) and the prohibitions against discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 (Section 504). Section 109 of the Housing and Community Development Act of 1974 makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR/MIT funds. Thus, the SUBRECIPIENT shall comply with regulations of 24 C.F.R. Part 8, which implement Section 504 for HUD programs, and the regulations of 24 C.F.R. Part 146, which implement the Age Discrimination Act for HUD programs.

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

Fair Housing and Equal Opportunity (FHEO) Policy for CDBG-DR Programs.¹

57. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT

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

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

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

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

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

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

1) General Compliance:

The SUBRECIPIENT shall comply with the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*, and 24 C.F.R. § 570.601 and § 570.602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement. The specific nondiscrimination provisions at 24 C.F.R. § 1.4 apply to the use of these funds. The SUBRECIPIENT shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by Title VI of the Civil Rights Act of 1964 or 24 C.F.R. Part 1, or because he or she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 C.F.R. Part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out

the purposes of 2 C.F.R. Part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

2) Assurances and Real Property Covenants:

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

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

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

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

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


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

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

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

4) Notifications

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

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

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

59. LABOR STANDARDS

The SUBRECIPIENT shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, 42 U.S.C. § 5310, and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance

received under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act, as amended (40 U.S.C. § 3141, et seq.), and 29 C.F.R. Parts 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than eight (8) units.

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

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

60. CONDUCT

1) Contracts

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

2) Conflict of Interest

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

- a. It is presumed that the SUBRECIPIENT is subject to state and local ethic laws and regulations related to the conduct of its officers, employees or agents engaged in the award and administration of this Agreement.

- b. In the event the SUBRECIPIENT is not, the SUBRECIPIENT shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of this Agreement. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would rise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or Parties to sub Agreements. However, recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-DR/MIT assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the CDBG-DR/MIT assisted activity, or with respect to the proceeds from the CDBG-DR/MIT assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of **one (1) year** thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the PRDOH, the SUBRECIPIENT, or any designated public agency.
- d. Clause of Governmental Ethics Certification of Absence of Conflict of Interests - The SUBRECIPIENT certifies that: (1) No public servant of the PRDOH has pecuniary interest in this contract. (2) No public servant of the PRDOH has solicited or accepted, directly or indirectly, for him (her), for any member of his family unit or for any other person, gifts, allowances, favors, services, donations loans or any other thing of monetary value. (3) No public servant of the PRDOH related to this transaction, asked for or accepted any good of economic value, from any person or organization as payment for the duties and responsibilities of his employment. (4) No public servant of the PRDOH has solicited, directly or indirectly, for him (her), any member of his family unit, neither for any other person, business or organization, any good of economic value, including gifts, loans, promises, favors or services in exchange for his(her) obligations and

performance of said public employment, to influence or favor any organization. (5) No public servant of the PRDOH has kinship relationship, within the fourth degree of consanguinity and second by affinity, with nobody in public employment that has faculty to influence and to participate in the institutional decisions of this Agreement.


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61. CITIZEN GRIEVANCES

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

62. TECHNICAL ASSISTANCE AND TRAININGS

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

63. DISASTER RELIEF ACCOUNT

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

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

64. ADDITIONAL SPECIFIC CONDITIONS

Notwithstanding the special conditions established in this SRA and its exhibits, in accordance with 2 C.F.R. § 200.208, PRDOH reserves the right and authority to impose additional specific conditions under any of the following circumstances:

- a) At the PRDOH's sole discretion when PRDOH finds that SUBRECIPIENT has a history of failure to comply with the general or specific terms and conditions applicable to the CDBG-DR and/or CDBG-MIT funds allocated under this or previous SRAs.
- b) When SUBRECIPIENT fails to meet expected performance goals under this SRA.
- c) When SUBRECIPIENT poses an increased risk for noncompliance based on factors including, but not limited to, financial stability, quality of

management systems, history of performance under Federal awards, history of timeliness under Federal awards, history of conformance with terms and conditions of previous federal awards, and reports and findings from audits.

- d) When, in the PRDOH's sole discretion, such conditions are necessary to ensure timely and compliant performance under the CDBG-MIT Program.

Such additional specific conditions may include but are not limited to, withholding of authority to proceed to the next phase of an otherwise eligible Project, requiring additional detailed financial reports, requiring additional project monitoring, requiring the SUBRECIPIENT to obtain technical or management assistance, establishing additional prior approvals, or any other condition PRDOH deems reasonable and necessary to safeguard Federal funds or the PRDOH's interests.

Notice of additional specific conditions shall include, but not be limited to, the nature of the additional requirements, the reason why the additional requirements are being imposed, the nature of the action needed to remove the additional requirement (if applicable), and the time allowed for completion of the actions (if applicable).

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

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

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

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

END OF DOCUMENT


Elizabeth Colon Rivera





DEPARTMENT OF

HOUSING

GOVERNMENT OF PUERTO RICO

ATTACHMENT VII

EXHIBIT I

NON-CONFLICT OF INTEREST CERTIFICATION

COMMUNITY ENERGY AND WATER RESILIENCE INSTALLATIONS – HOUSEHOLDS (CEWRI-HH) PROGRAM HOME REPAIR, RECONSTRUCTION, OR RELOCATION (R3) PROGRAM SINGLE-FAMILY MITIGATION (SF-MIT) PROGRAM HOMEBUYER ASSISTANCE MITIGATION (HBA-MIT) PROGRAM PONCE NEIGHBORHOOD HOUSING SERVICES, INC. (PONCE NHS)

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Elizabeth Colon Rivera

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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."

Elizabeth Colon Rivera
Elizabeth Colon Rivera (Feb 3, 2026 15:29:50 AST)

Signature

02/03/2026

Date

Elizabeth Colón Rivera

Printed Name

Executive Director

Position