

# Amendment B

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

**AMENDMENT B TO THE AGREEMENT FOR  
PROGRAM MANAGEMENT SERVICES FOR THE  
CEWRI-HH AND CEWRI-DR PROGRAMS  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
ICF INCORPORATED, L.L.C.  
Contract No. 2023-DR0094  
Amendment No. 2023-DR0094B**



This **AMENDMENT B TO AGREEMENT FOR PROGRAM MANAGEMENT SERVICES FOR THE CEWRI HH AND CEWRI DR PROGRAM (Amendment B)** is entered into in San Juan, Puerto Rico, this 3 of march, 2026, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPRA § 441, *et seq.*, known as the "Organic Act of Department of Housing" with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Ciary Y. Pérez Peña, of legal age, single, and resident of Las Piedras, Puerto Rico, in her capacity as Secretary; and **ICF INCORPORATED, L.L.C. (CONTRACTOR)**, with principal offices in 1902 Reston Metro Plaza, Reston, VA, United States, herein represented by Cara Small, in her capacity as Senior Manager, Contracts, of legal age, single, and resident of Fairfax, Virginia, United States, duly authorized by Corporate Resolution dated February 25, 2026, by the CONTRACTOR; collectively referred to as the "**Parties**".

### I. RECITALS AND GENERAL AWARD INFORMATION

**WHEREAS**, on March 3, 2023, the PRDOH and the CONTRACTOR entered into an Agreement for Program Management Services for the CEWRI-HH and CEWRI-DR programs under the CBDG-DR/MIT Program, registered under Contract No. **2023-DR0094**, for a maximum amount not to exceed **TWENTY-FIVE MILLION NINE HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED TWENTY-SIX DOLLARS AND EIGHTY-FIVE CENTS (\$25,987,526.85)**; Account Number: mitm1lcew-doh-hilm-6090-01-000, ending on **March 3, 2026 (Agreement or Contract)**.

**WHEREAS**, on October 21, 2024, the Parties executed an **Amendment A** to the Agreement, Contract Number **2023-DR0094A ("Amendment A")**. Via **Amendment A**, modifications to amend certain sections of **Attachment D (Performance Requirements)** were included. Also, updated versions of **Section XIII. PENALTIES AND LIQUIDATED DAMAGES, Section XVII. FORCE MAJEURE, and Section XLVIII. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS** of the Agreement

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were incorporated via **Amendment A**. Furthermore, updated versions of **Attachment F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements), **Attachment G** (Contractor Certification Requirement), and **Attachment H** (Non-Conflict of Interest Certification), were incorporated by reference into the Agreement. All other provisions of the original Agreement including the **Total Authorized Budget** and **End Date**, remained unaltered.

**WHEREAS**, it is the intention of the Parties that this Amendment is not intended to affect nor does it constitute an extinctive novation of the obligations of the Parties under the Agreement but is rather a modification and amendment of certain terms and conditions under the Agreement.

**WHEREAS**, each party represents that the person executing this Amendment has the necessary legal authority to do so on behalf of the respective party.

**NOW THEREFORE**, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the CONTRACTOR agree as follows:

## II. 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 following Sections III and IV of this **Amendment B**. All other provisions of the original Agreement, including its attachments, shall continue to be in full force and effect.

## III. SCOPE OF AMENDMENT

The goal of the Community Energy and Water Resilience Installations – Household (CEWRI-HH) Program is to provide households the possibility of acquiring a renewable solar energy equipment, which consists of a Photovoltaic System (PVS) and a Battery Storage System (BSS) under the New Energy and the Solar Incentive Programs. This represents a direct investment in a self-sustaining, regenerative installation that could persist and thrive through physical, economic, and social challenges after a hazard event. The Community Energy and Water Resilience Installations (CEWRI-DR) is focused on providing single-family homeowners energy and water efficiency improvements to promote resilience by installing PV systems with battery backup for critical loads and water storage systems. The CEWRI Program intends to work with and complement existing CDBG-DR R3 Program for homeowners who received assistance for Repair, Reconstruction, or New Construction.

In order to achieve the Program goals, the Parties acknowledge and agree that modifications are needed to amend **Section II. TERM OF THE AGREEMENT**. The duration of the Agreement will be extended to **June 30, 2026**.

The Contractor will be transitioning into the closeout phase and is expected to complete only the installations already assigned. For this reason, an extension of the term of the Agreement, **until June 30, 2026** is requested to complete the installations already assigned to the Contractor. It is essential to mention that no new work orders will be assigned or dispatched during the requested term extension.

The Vendor has identified the need to redistribute funds from subtask services to Key Staff for the duration of the Agreement, which ends on **June 30, 2026**. Taking into consideration that the Vendor does not anticipate the need for future eligibility reviews and incentive award Determinations, PRDOH has determined that funds in the amount of **ONE HUNDRED THOUSAND FOUR HUNDRED NINETY DOLLARS AND TWO CENTS (\$100,490.02)** may be reallocated from **Task 03: Eligibility Review and Incentive Award Determination** to **Key Staff** to accommodate this adjustment.

Also, **Section XX. NOTICES** of the Agreement is being updated. Additionally, **Section LI. RECAPTURE OF FUNDS** is being amended.

In addition, **Attachment C** (Compensation Schedule) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement. The Compensation Schedule redistributes funds from the Tasks to Key Staff.

Furthermore, updated versions of **Attachment G** (Contractor Certification Requirements), and **Attachment H** (Non-Conflict of Interest Certification), are being incorporated by reference into the Agreement.

All other provisions of the original Agreement, including the **Total Authorized Budget**, remain unaltered.

#### IV. AMENDMENTS

- A. **Section II. TERM OF THE AGREEMENT, Paragraph A**, of the Agreement is being amended as follows:

*"This Agreement shall be in effect and enforceable between the parties from the date of its execution. The Term of this Agreement will be for a performance period ending on **June 30, 2026**."*

- B. **Section XX. NOTICES** of the Agreement is being updated as follows:

[...]

To: PRDOH

Hon. Ciary Y. Pérez Peña  
Secretary  
Puerto Rico Department of Housing

606 Barbosa Avenue  
 Juan C. Cordero Dávila Building  
 San Juan, Puerto Rico 00918

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To: CONTRACTOR      *Cara Small*  
                                  *Senior Manager, Contracts*  
                                  ICF Incorporated, L.L.C.  
                                  1902 Reston Metro Plaza  
                                  Reston, VA 20190

C. **Section LI. RECAPTURE OF FUNDS** of the Agreement is being amended as follows:

PRDOH may recapture payments it makes to CONTRACTOR 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. CONTRACTOR 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.

D. **Attachment C** (Compensation Schedule) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement (**Attachment I** of this Amendment B).

The aforementioned exhibit incorporates the following modifications:

- **Attachment C** (Compensation Schedule)

	Tasks	Qty.	Unit Price	Total Cost
<b>03</b>	Eligibility Review and Incentive Award Determination	7373	\$791.26	\$5,833,959.98

[...]

<b>Total Cost Per 39 Months - Key Staff</b>	\$3,125,807.62
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- Funds in the amount of **ONE HUNDRED THOUSAND FOUR HUNDRED NINTY DOLLARS AND TWO CENTS (\$100,490.02)** are reallocated from **Task 03: Eligibility Review and Incentive Award Determination** to **Key Staff**.

- **Task 03: Eligibility Review and Incentive Award Determination** decreases from **\$5,934,450.00** to **\$5,833,959.98**.
- **Total Cost Per 36 Months – Key Staff** is being modified to **Total Cost Per 39 Months – Key Staff** and increases from **\$3,025,317.60** to **\$3,125,807.62**.

- E. An updated version of **Attachment G** (Contractor Certification Requirement), is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment G** (Contractor Certification Requirement). (**Attachment II** of this Amendment B).
- F. An updated version of **Attachment H** (Non-Conflict of Interest Certification), is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment H** (Non-Conflict of Interest Certification). (**Attachment III** of this Amendment B).

#### **V. HEADING**

The titles of the paragraphs of this Amendment are solely for reference purposes and the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Amendment.

#### **VI. FEDERAL FUNDING**

The fulfillment of the Agreement, as amended, is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under the Agreement, as amended, must be made in accordance with the Agreement, as amended, the policies and procedures promulgated under the CDBG-DR Programs, and any other applicable laws. Further, the CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

#### **VII. COMPLIANCE WITH LAW**

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in the Agreement, as amended, should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then the Agreement, as amended, shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

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## VIII. SUBROGATION

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The CONTRACTOR acknowledges that funds provided through the Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by the Agreement, as amended, are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, the CONTRACTOR shall promptly return any and all funds to the PRDOH, that are found to be ineligible, unallowable, unreasonable, duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of the Agreement, as amended.

## IX. COMPTROLLER REGISTRY

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

## X. ENTIRE AGREEMENT

The Agreement and this Amendment constitute the entire agreement among the Parties for the use of funds received under the Agreement and the Amended Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to the execution of this agreement.

## XI. SEVERABILITY

If any provision of this Amendment is held or made invalid or shall operate or would prospectively operate to invalidate the Amendment in whole or in part, then such provision only shall be deemed severed and the remainder of the Amendment shall stay operative, in full effect and enforceable.

## XII. COUNTERPARTS

This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the Amendment is not executed by the PRDOH within **thirty (30) days** of execution by the other party, this Amendment shall be null and void.

## XIII. 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.

**XIV. COMPLIANCE WITH THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO (FOMB) POLICY: REVIEW OF CONTRACTS, AS MODIFIED ON APRIL 30, 2021, REGARDING PROFESSIONAL SERVICES**

The FOMB Policy requires that all agreements that contemplate recurring professional services that may be performed by appropriately trained government staff include a provision of compliance with the adequate transfer of skills and technical knowledge to the pertinent public sector personnel. This requirement shall not apply to contracts that contemplate non-recurring professional services or specialized professional services that may not be performed by existing staff at the applicable governmental entity, including as a result of independence requirements.

Accordingly, given that the agreements under CDBG-DR are non-recurring professional services or specialized professional services, the PRDOH certifies that the transfer of skills and technical knowledge required by the Certified Fiscal Plan is inapplicable given the non-recurring or specialized nature of the contracted services.

As mentioned before, HUD allocated funds for disaster recovery assistance to the Government of Puerto Rico under the CDBG-DR Program. These funds are intended to provide financial assistance to address unmet needs that arise and that are not covered by other sources of financial aid. In addition, with these allocations of funding under the Grant Agreement, the PRDOH will conduct a comprehensive recovery to benefit the residents of Puerto Rico.

**XV. COMPLIANCE WITH THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO (FOMB) POLICY, REVIEW OF CONTRACTS**

As part of the PRDOH contract process, and pursuant to Section 204(b)(2) of the "Puerto Rico Oversight, Management, and Economic Stability Act," 48 U.S.C. §2101, *et seq.*, also known as "PROMESA", the Financial Oversight and Management Board for Puerto Rico (**FOMB**) require approval of certain contracts and amendments to assure that they "promote market competition" and "are not inconsistent with the approved fiscal plan." For the approval process, the FOMB requests, among other information, the Contractor Certification Requirement for its evaluation.

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In compliance with the above, the CONTRACTOR represents and warrants that the information included in the Contractor Certification Requirement is complete, accurate and correct and that any misrepresentation, inaccuracy or falseness in such Certification will render the contract null and void and the CONTRACTOR will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed Amendment and original Agreement.

**XVI. SURVIVAL OF TERMS AND CONDITIONS**

The terms and conditions of this Amendment related to the following subjects shall survive the termination or expiration of this Amendment: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR and state funding, recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring, and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent contractor relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger, change of name, and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Amendment shall so survive.

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

**PUERTO RICO  
DEPARTMENT OF HOUSING**

**ICF INCORPORATED, L.L.C.**



Ciary Y. Pérez Peña  
Secretary



Cara Small  
Senior Manager, Contracts



**ATTACHMENT C**  
**Compensation Schedule**  
**ICF Incorporated, LLC**  
**Program Management Services for CEWRI HH & DR**  
**Request for Proposals**  
**No. CDBG-MIT-RFP-2022-01**

The following section contains cost information that considers the quantity of resources, maximum hours, and rate per hour provided by the Program Management Services firm through their price form in compliance with the Request for Proposals (**RFP**) CDBG-MIT-RFP-2022-01

Positions		Qty.	Hours	Rate Per Hour	Monthly Cost
<b>Key Staff</b>					
Program Manager		1	180	\$199.87	\$35,976.60
Operation Manager		1	180	\$174.18	\$31,352.40
Complaints and Reconsideration Manager		1	180	\$92.82	\$16,707.60
<b>Subtotal Key Staff Monthly Cost</b>					<b>\$84,036.60</b>
Tasks		Qty.	Unit Price	Total Cost	
<b>01</b>	Renewable Energy Installation Company Enrollment	100	\$349.88	\$34,988.00	
<b>02</b>	In-Person Application Intake	2500	\$240.98	\$602,450.00	
<b>03</b>	Eligibility Review and Incentive Award Determination	7373	\$791.26	\$5,833,959.98	
<b>04</b>	Environmental Review	7500	\$698.81	\$5,241,075.00	
<b>05</b>	System Validation Monitoring	7500	\$599.39	\$4,495,425.00	
<b>06</b>	Incentive Disbursement and Administrative Closeout	7500	\$324.25	\$2,431,875.00	
<b>07</b>	Property Historical Preservation Consultations	3750	\$738.72	\$2,770,200.00	
<b>08</b>	Appraisal of Home Market Value	1125	\$579.33	\$651,746.25	
<b>Subtotal Tasks Monthly Cost</b>					<b>\$565,685.11</b>
<b>Total Cost Per Month (Key Staff &amp; Tasks)</b>					<b>\$649,721.71</b>
<b>Total Cost Per 12 Month (Key Staff &amp; Tasks)</b>					<b>\$7,796,660.50</b>
<b>Total Cost Per 39 Months - Key Staff</b>					<b>\$3,125,807.62</b>
<b>Total Cost Per 39 Months - Tasks</b>					<b>\$22,061,719.23</b>
<b>Total Allowance</b>					<b>\$800,000.00</b>
<b>Total Cost of Services and Allowance for 39 months</b>					<b>\$25,987,526.85</b>

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The following Price Form notes will apply to all recommended distribution mentioned above.

1. Estimated Qty. of Resources represents the estimated quantity of personnel to be employed by each key position. Should not be interpreted as a cap on the allowed quantity of staff. Monthly cost caps are established in Note 5 below.
2. Max. Hours Per Month Per Resource represents the estimated quantity of monthly hours to be employed by each key position. Should not be interpreted as a cap on the allowed level of effort per position. Monthly cost caps are established in Note 5 below.
3. Rate Per Hour includes overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, as well as any other additional fees and administrative costs applicable to the services.
4. Estimated Monthly Cost Per Position represents the estimated cost of positions based on the Estimated Quantity of Resources and the Estimated Hours Per Month Per Resource in the cost form. Should not be interpreted as a cap on the allowed billing per position. See Note 5 for monthly cost caps for the Program Management and Administration Task.
5. Monthly Subtotal represents the maximum amount that the Program Manager is allowed to invoice for the positions of Program Manager, Operations Manager, and Complaints and Reconsideration Coordinator at any given month. An individual position may invoice for an amount greater than that established in the Estimated Monthly Cost Per Position column at any given month; but the total amount to be invoiced for the group of positions may not exceed the Monthly Sub-Total.
6. Qty. represents the quantity of tasks PRDOH expects for the entirety of the CEWRI and CEWRI-HH Programs at the moment. Therefore, the actual quantities of applications, and therefore units, to be included in the Proposer's contract and that the Proposer might be able to perform will be dependent on the final number of Proposers that might be awarded through the RFP. This does not limit the PRDOH in amending the contract of any Proposer to include additional estimated quantities of applications based on performance metrics of the Proposers.

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7. Units Price includes any and all costs associated to the performance to the different tasks. This includes personnel, benefits, reimbursable expenses, equipment, materials, rent, overhead, profit, and any other cost of performing the tasks, including tasks support activities as depicted in the Scope of Work.
  8. Total Cost represents the estimated total cost for processing applications under the CEWRI and CEWRI-HH Programs.
  9. The Total Proposal Cost represents the potential total cost for the services, if the PRDOH determines to contract award a single Proposer for the Program Management Services.
  10. PRDOH reserves the right to award to one or more Proposers. Based on the number of Proposers finally awarded through this RFP, contracts might be signed for quantities of applications, and therefore per-unit tasks, lower than those stated in this Cost Form. This, however, does not limit the PRDOH in amending contracts of awarded Proposers to include additional estimated quantities of applications based on performance metrics.
  11. PRDOH reserves the right to amend the contract to, but not limited to, include additional applications if additional funds are allocated to the CEWRI and CEWRI-HH Programs during the life of the contract and its renewals. Selected Proposer(s) guarantee and extends the costs herein included to those additional applications which may reach up to 25,000 applications.

**END OF COMPENSATION SCHEDULE**

**APPENDIX C**  
**CONTRACTOR CERTIFICATION**  
**FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO**  
**CONTRACTS REVIEW POLICY**

**ICF Incorporated, L.L.C.**

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The following is hereby certified to the Oversight Board regarding the request for authorization to execute an Amendment to the Agreement for Program Management Services for the CEWRI-HH and CEWRI-DR Programs by and between the **Puerto Rico Department of Housing** and **ICF Incorporated, L.L.C.**:

I. The expected subcontractor(s) in connection with the proposed contract<sup>1</sup> is (are) the following:

- I. RAC Title Search, Inc.
  - a. **Name of individual or firm, including names of principals and principal stakeholders**  
Name of firm: RAC Title Search, Inc.  
Owner/CEO: Ramon Chavez  
Sole proprietary Owner: Ramon Chavez  
Director: Armando Pena
  - b. **Principal Terms and Conditions:** Please see the attached redacted subcontract agreement between ICF and RAC Title Search, Inc. included with this certification.  
**Role of Subcontractor:** Assistance with Proprietary Interest Determination on applicant properties, supplemental notary services if necessary, and appraisal work.
  - c. **Amount of contract payment payable to subcontractor:** \$1,160,000
- II. HMC Group LLC
  - a. **Name of individual or firm, including names of principals and principal stakeholders**

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<sup>1</sup> As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

Name of firm: HMC Group LLC

Members/Principals: Hernán Marrero-Caldero (Sole member)

- b. **Principal Terms and Conditions:** Please see the attached redacted subcontract agreement between ICF and HMC Group LLC, included with this certification.

**Role of Subcontractor:** Provide assistance to ICF with contractual requirements, PRDOH requests regarding system validation, on-site monitoring and completion of monitoring reports.

- c. **Amount of contract payment payable to subcontractor:** \$1,925,600

2. Neither the contractor nor any of its owners<sup>2</sup>, partners, directors, officials, or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract, except as follows:

Not applicable

3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.

4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

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<sup>2</sup> For purposes of this certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.

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5. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.

6. Any incorrect, incomplete or false statement made by the contractor's representative as part of this certification shall cause the nullity of the proposed contract, and the contractor must reimburse immediately to the Commonwealth any amounts, payments, or benefits received from the Commonwealth under the proposed contract.

I hereby certify under penalty of perjury that the foregoing is complete, true, and correct on this 19th day of December of 2025.

*Cara M. Small*

\_\_\_\_\_  
*Signature*

12/19/2025

\_\_\_\_\_  
*Date*

Cara M. Small

\_\_\_\_\_  
*Printed Name*

Senior Manager,  
Contracts

\_\_\_\_\_  
*Position*

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ATTACHMENT H

NON-CONFLICT OF INTEREST CERTIFICATION

ICF INCORPORATED, L.L.C.

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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 to be 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."

*Cara M. Small*

Signature

12.17.2025

Date

Cara M. Small

Printed Name

Senior Manager, Contracts

Position