



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

**AMENDMENT B TO THE SUBRECIPIENT AGREEMENT  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND**

**CORPORACIÓN DESARROLLO ECONÓMICO VIVIENDA Y SALUD (CODEVYS)**

Contract Number 2020-DR0015

As amended by Contract No. 2020-DR0015A



This **AMENDMENT B** to the **SUBRECIPIENT AGREEMENT FOR HOUSING COUNSELING PROGRAM** (hereinafter, "Amendment") is entered into this 28 day of August, 2020, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, the "PRDOH"), a public agency of the Government of Puerto Rico created under Act No. 97, of June 10, 1972, as amended, 3 LPRÁ § 441 et seq., known as the "Department of Housing Organic Act" (the "Organic Act"), with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented herein by its Secretary, Luis C. Fernandez-Trinchet, of legal age, attorney, single, and resident of Guaynabo, Puerto Rico; and **CORPORACIÓN DESARROLLO ECONÓMICO VIVIENDA Y SALUD** (the "Subrecipient"), a nonprofit corporation, with principal offices at #68 Calle Puro Girau, Arecibo, Puerto Rico, represented herein by its President, Founder and CEO, Nilsa López Rivera, of legal age, single, and resident of Arecibo, Puerto Rico, collectively the "Parties".

**I - RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on August 13, 2019, the Parties entered into a Subrecipient Agreement for the CDBG-DR Housing Counseling Program (hereinafter, the "Program") for a period of **twenty four (24) months** from the day of its execution, ending on August 12, 2021, for **SEVEN HUNDRED AND FORTY NINE THOUSAND NINE HUNDRED AND NINETY NINE DOLLARS AND NINETY EIGHT CENTS (\$749,999.98); ACCOUNT NUMBER R01H12HCP-DOH-LM 4190-10-000**, registered as **Contract Number 2020-DR0015** (hereinafter, "the Agreement").

**WHEREAS**, the Agreement was amended on February 21, 2020 through Amendment A, registered as Contract No. 2020-DR0015A, to modify Exhibit D as well as to conform the Agreement to federal, state, and local regulations and statutes. Neither the amount, account, nor period of performance were modified in Amendment A.

**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**, as part of the Agreement, all costs within the Program budgets are in the category of project activity deliverable costs. The category of project delivery costs consists of staffing, professional services, other operating and equipment.

**WHEREAS**, the current Subrecipient budget contains what are assumed to be indirect costs. As defined in 2 C.F.R. §200.56, indirect costs are those costs "incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved".

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**WHEREAS**, indirect costs may only be charged to a Federal award, like CDBG-DR, using an approved indirect cost rate or through the use of the de minimis indirect cost rate. Indirect cost rates are subject to review and approval by the cognizant Federal Agency prior to being used. Subrecipient has informed PRDOH their intention to use the de minimis indirect cost rate.

**WHEREAS**, in addition to the amendment to the inclusion of the indirect cost rate for the full twenty four (24) month term of the Agreement within the budget, the Subrecipient proposed certain adjustments to the other operating and equipment categories.

**WHEREAS, Exhibit C – Key Personnel and Exhibit D – Budget (Sections 1 and 2)** are amended through this Amendment B, in addition to conforming the Agreement to federal and state regulations and statutes as set forth in the sections below.

**WHEREAS**, this Amendment does not affect the term nor the overall amount of the Agreement.

**WHEREAS**, this Amendment B is not intended to affect nor does it constitute an extinguishing 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**, the Parties wish to amend the Agreement, as amended, and become subject to the terms of the Agreement, as amended, and this Amendment B.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements set forth in the document, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## TERMS AND CONDITIONS

### II - SAVINGS CLAUSES

The information included in this **Amendment B** serves the purpose of modifying Agreement exhibits for Key Personnel and the Budget, in addition to conforming the Subrecipient Agreement to federal and state regulations and statutes as set forth in the sections below. All provisions of the original Agreement shall continue to be in full force and effect.

### III - SCOPE OF AMENDMENT

The PRDOH and the Subrecipient have agreed to enter into this Amendment B with the purpose of modifying the following Agreement exhibits: Key Personnel and Budget, and conforming the Subrecipient Agreement to federal and state regulations and statutes.

### IV - AMENDMENTS

- A. **Exhibit C (Key Personnel)** of the Agreement is being replaced by a modified **Exhibit C (Key Personnel)** hereto incorporated by reference into the Agreement and made part of the Agreement (See **Attachment 1** of this Amendment B).
- B. **Exhibit D – Section 1 – Budget** of the Agreement is being replaced by a modified **Exhibit D – Section 1 – Budget** and **Exhibit D – Section 2 – Budget** hereto incorporated by reference into the Agreement and made part of the Agreement (See **Attachment 1** of this Amendment B).
- C. The Parties intend to replace **Section V. EFFECTIVE DATE AND TERM, A. Contract Extensions** of the Agreement, with the following:

A. Contract Extensions

PRDOH may, at its sole discretion, extend the Agreement's term for additional terms, upon mutual written agreement of the Parties. The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRDOH and HUD, unless the term of the initial Grant Agreement is extended by HUD, in which case the term of this Agreement cannot exceed the extension.

- D. The Parties intend to replace **Section VI. BUDGET, B. Indirect Costs** of the Agreement, with the following:

B. Indirect Costs

Indirect costs invoiced, if any, must be consistent with the conditions set forth herein. Indirect costs may be charged to PRDOH under a negotiated indirect cost rate agreement with a federal cognizant agency, a de minimis indirect cost rate (for applicable entities), or an indirect cost proposal prepared in accordance with 2 C.F.R. part 200, subpart E, submitted to a federal cognizant agency, and approved by PRDOH in accordance with written policies and procedures, which shall be included in the Budget (**Exhibit D**).

- E. The Parties intend to replace the certification to be included in each Request for Reimbursements in **Section VII. PAYMENT, B. Requests for Reimbursements** of the Agreement, with the following:

"Under penalty of absolute nullity, I hereby certify that no public servant of the government entity is a party to or has an interest of any kind in the profits or benefits to be obtained under the contract which is the basis of this invoice, and should he be a party to, or have an interest in, the profits or benefits to be obtained under the contract, a waiver has been previously issued. The only consideration to provide the contracted goods or services under the contract is the payment agreed upon with the authorized representative of the government entity. The amount that appears in the invoice is fair and correct. The work has been performed, the goods have been delivered, and the services have been rendered, and no payment has been received therefor."

- F. The Parties intend to replace **Article IX. AMENDMENT AND TERMINATION** of the Agreement with the following:

This Agreement may be amended provided that such amendments make specific reference to this Agreement, comply with programmatic policies, procedures, and guidelines, are executed in writing and signed by a duly authorized representative of each party, and approved by PRDOH. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement. Unless specified, such amendments are not intended to effect nor will they constitute an extinctive novation of the obligations of the Parties under the Agreement and amendment.

This Agreement may be amended by the parties hereto, for the purpose of including any other CDBG-DR funded program included in the HUD-approved Hurricanes Irma and María current Action Plan.

The PRDOH may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications shall be incorporated only by written amendment signed by both the PRDOH and the Subrecipient.

However, PRDOH reserves the right to notify in writing to Subrecipient any applicable policies, procedures, regulations, requirements, guidelines, or change in law, whether existing or to be established, as well as changes and/or amendments thereof, and the notified policies, procedures, regulations, requirements, guidelines and laws shall be deemed incorporated by reference to this Agreement without the need of executing a separate written and signed amendment.

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- [Signature]*
- G. The Parties intend to replace the **first paragraph of Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD, A. General Compliance** of the Agreement, with the following:

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 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 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 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 funds in complying with its obligations under this Agreement, regardless of whether CDBG-DR 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. § 35, 24 C.F.R. part 58, 24 C.F.R. part 135; 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. Also, Subrecipient shall comply, without limitation, those set forth in **Attachment F**.

- H. The Parties intend to amend **Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD, D. Insurance & Bonding** of the Agreement, regarding endorsement requirements, to substitute: the Puerto Rico Public Housing Administration for the United States Department of Housing and Urban Development (HUD).

- I. The Parties intend to replace the **second paragraph of Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD, M. Client Data and Other Sensitive Information** of the Agreement, with the following:

*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 Personal Identifiable Information 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.*

- J. The Parties intend to amend **ARTICLE X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD, V. Title VI of the Civil Rights Act of 1994 (24 C.F.R. part 1), c. Women- and Minority-Owned Businesses (W/MBE)** of the Agreement, to add a new paragraph as follows:

*In compliance with the CDBG-DR 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. The Subrecipient shall also complete quarterly reporting to provide information on contracting opportunities and payouts provided to WBE or MBE contractors or subcontractors. The 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.*

- K. The Parties intend to replace **Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD, Y. Conduct, 3. Conflict of Interest, paragraphs c and d**, with the following:

*c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-DR 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 assisted activity, or with respect to the proceeds from the CDBG-DR assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of **two (2) years** 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.*

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*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.*

- L. The Parties intend to replace **Article XV. GOVERNING LAW JURISDICTION**, with the following:

*This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the Government of Puerto Rico and any applicable federal laws and regulations. The Parties further agree to assert any claims or causes of action that may arise out of this Agreement in the Puerto Rico Court of First Instance, San Juan Part.*

- M. The Parties intend to replace **Article XIII. SECTION HEADINGS AND SUBHEADINGS**, with the following:

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

- N. The Parties intend to add a new **Article XXXVIII. CDBG-DR POLICIES AND PROCEDURES**, as follows:

**XXXVIII. CDBG-DR POLICIES AND PROCEDURES**

*In addition to what is established in this Agreement, the Subrecipient shall comply with all CDBG-DR program specific and general policies and procedures, including, but not limited to, the Contract and Subrecipient Agreement Manual, OS&H Guideline, MWBE Policy, Procurement Manual and Contractual Requirements, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)), which are herein included and made integral part of this*

Agreement, as they may be updated from time to time, and reporting requirements as established by the PRDOH.

- O. The Parties intend to add a new **Article XXXIX. FEDERAL FUNDING**, as follows:

**XXXIX. FEDERAL FUNDING**

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

- P. The Parties intend to add a new **Article XL. RECAPTURE OF FUNDS**, as follows:

**XL. RECAPTURE OF FUNDS**

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 **thirty (30) days** after the PRDOH issues notice of recapture to Subrecipient.

- Q. The Parties intend to add a new **Article XLI. OVERPAYMENT**, as follows:

**XLI. OVERPAYMENT**

Subrecipient shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. Subrecipient shall reimburse such disallowed costs from funds other than those Subrecipient received under this Agreement.

- R. The Parties intend to add a new **Article XLII. SURVIVAL OF TERMS AND CONDITIONS**, as follows:

**XLII. SURVIVAL OF TERMS AND CONDITIONS**

The terms and conditions of this Agreement related to the following subjects shall survive the termination or expiration of this Agreement: 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 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 Agreement shall so survive.

**[Remainder of page left blank intentionally]**

#### **V - ASSIGNMENT OF RIGHTS**

The Subrecipient shall not assign or transfer any interest in this Amendment without the prior written consent of the PRDOH.

#### **VI - SEVERABILITY**

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

#### **VII - SECTION HEADINGS AND SUBHEADINGS**

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

#### **VIII - 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 this Amendment 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 this Amendment 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.

#### **IX - SUBROGATION**

The Subrecipient acknowledges that funds provided through this Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by this 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 Subrecipient shall promptly return any and all funds to the PRDOH, which are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of this Agreement, as amended, for any reason.

#### **X - 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 hereto. 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.

Nonetheless, on April 15, 2020, the Comptroller of Puerto Rico issued Circular Letter OC-20-20 in which the **fifteen (15) day** period to remit a copy of the agreement to the Office of the Comptroller for registration following the execution of the agreement was extended until **fifteen (15) days** after the lockdown is over.

#### **XI - ENTIRE AGREEMENT**

This Agreement, as amended, constitutes the entire Agreement among the Parties for the use of funds received under this Agreement, as amended, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to this Agreement, as amended.

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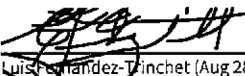


**XII - COUNTERPARTS**

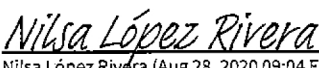
This Amendment may be executed in any number of counterparts, each of whom shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the Amendment is not executed by the PRDOH within **thirty (30) days** of execution by the other party, this Amendment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

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

**PUERTO RICO DEPARTMENT OF HOUSING, CDBG-DR Grantee**

  
By: Luis C. Fernández Trinchet (Aug 28, 2020 09:07 EDT)  
Name: Luis C. Fernández Trinchet, Esq., CFA  
Title: Secretary

**CORPORACIÓN DESARROLLO ECONÓMICO VIVIENDA Y SALUD (CODEVYS), Subrecipient**

  
By: Nilsa López Rivera (Aug 28, 2020 09:04 EDT)  
Name: Nilsa López Rivera  
Title: President, Founder and CEO  
DUNS Number: 832277342

# Attachment 1

## EXHIBIT C

### KEY PERSONNEL

#### HOUSING COUNSELING – KEY PERSONNEL

Below is the Staffing Plan for the CDBG-DR **Housing Counseling** Program which reflects a combination existing employees or new hired employees dedicated for the CDBG-DR **Housing Counseling** Program.

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I. **Roles Description:**

<b>Role</b>	<b>Description</b>
<b>Program Manager</b>	<p>Overall responsibility for managing the housing counseling services of survivors of Hurricane Maria with funding from the CDBG-DR through the PRDOH. Serve primary contact with CDBG-DR/PRDOH. Monitor all contract activities; ensure that sub-contract agencies are in full compliance with contract. Provide day-to-day program oversight, supervision and guidance to sub-contract agencies ensuring that performance, fiscal and contract targets are met within specified deadlines. Facilitate the ability of sub-contract agencies to provide quality services through the use of best practices in the field of housing counseling.</p> <p>Assist in development of and training on procedure, protocols, contractual, and administrative requirements. Serve as resource to provider agencies on contract, and programmatic issues. Identify concerns and trends and suggest programmatic responses. Facilitate relationships with local organizations. Represent CODEVYS to further contract priorities and facilitate collaboration in the field. Provide input to CODEVYS on concerns, trends and issues related to program or contract issues. Stay abreast of developments in field to identify trends and recommend new approaches.</p>

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**Finance Manager**

Responsible for the efficient management and coordination of all financial services for the housing counseling program including expense control and analysis, budget preparation and analysis, and contract administration. Will prepare all expense worksheets for the control and analysis of the budget for the CDBG-DR Housing counseling Program. Will monitor monthly program operating statements with chart of accounts and detailed journal ledger of all expenses in comparison with budget expenses; identify and resolve line item cost variances with program budget; develop and implement tracking tools and systems for allocation of expenses to appropriate accounting lines for the CDBG-DR HC program expenses. Invoice program expenses to CDBG-DR for reimbursement of expenses. Provide all documentation with invoices as required and requested by CDBG-DR HC Program. Analyze and recommend improvements for cost reduction or control to Program Manager, if needed and/or required. Prepare and revise the Housing Counseling Program budget to comply with expense categories: Develop and monitor budgets for program and contracts. Contract personnel that will provide services to Housing Counseling Program. Keep track of time and efforts sheets of employees for the program, Prepare payroll time and efforts summary and payroll for payments to personnel. Verification of expenses with bank statements and Reconciliation of bank statements. Make payments to providers of the Housing Counseling Program for rendered services. Comply with grant financial reporting requirements and other contracts; assure that all reports submitted in a timely and accurate manner.

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**Coordinator/Foreclosure Counselor**

Provides coordination of resources between all available resources to ensure the effectiveness of the housing counseling services to survivors of Hurricane Maria. Provide counseling to all referrals from the PRDOH- CDBG-DR program.

Foreclosure counselor will review documents related to the sale of a foreclosed property. These documents include liens, inspection reports, appraisals and insurance policies. If discrepancies are found in these documents, the foreclosure counselor tries to resolve them for the property owner. This may require communication with the lender, municipal courts, home inspection services and insurance companies. Filing the necessary paperwork, ensuring that deadlines are met, verifying signatures, and attaching addenda are commonly part of the job. The specialist also reviews the client's mortgage payment history and financial documents, such as bank statements and investment portfolios.

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**Housing Counselor**

Provides direct case counseling services to disaster survivors and their families through counseling, education, information and referral, crisis intervention services, and recovery services to provide time-limited services to survivors of Hurricane Maria. The primary responsibilities of the Housing Counselor are to provide direct counseling services to homeowners and/or potential homeowners in the designated areas, with a focus on hurricane-impacted homeowners and members of protected classes under the Fair Housing Act. These responsibilities include:

- Conduct new client intakes and accept referrals from coordinating service providers.
- Assess client needs and refer relevant clients to legal services for legal assistance.
- Provide relevant referrals to those clients who CODEVys cannot assist.
- Track cases and continue counseling until completion and resolution, unless client is uncooperative and/or fails to respond to communications from staff.
- Maintain full and accurate case files and databases for all reporting purposes.
- Assist in development, coordination and implementation of all Homeownership Protection Project activities including general outreach and education efforts.
- Safeguard all assets of CODEVys as well as the security and confidentiality of its clients.
- Work as a team member and support the mission and goals of CODEVys.
- Represent CODEVys consistently and effectively in a professional and exceptional manner.
- Represent CODEVys in relevant public fora as needed.
- Provide counseling in the fields of mortgage default and delinquency, foreclosure prevention, predatory lending, purchasing, rental, homelessness, insurance, disaster recovery (includes FEMA, SBA, and other), contracting, credit, and budgeting.

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**Intake Clerk**

Provide administrative, intake of counseling services, clerical and logistics support to the housing counseling program. Initial customer service contact. Collect required documentation for meeting: 1. Answer calls for housing counseling program 2. Schedule appointments 3. Process incoming applications 4. Maintain client records 5. Disseminate information to program staff and participants 6. Set-up trainings and training schedules. Management of issues related to office space including telephones, computers, office equipment, inventory control, ordering, and organizing all office supplies, sorting and distribution of mail and faxes. Establish procedures to promote and enhance administrative workflow. Answer the telephone and direct calls to the appropriate person or take messages. Handle routine inquiries. Arrange meeting space. Prepare program reports and correspondence.

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**Maintenance**

Routine duties that require the use of various procedures and applications in preparation of services, which require minor decision making. It consists of being in charge and custodial, of maintenance and control of the equipment, materials and products used in cleaning. To carry out the work, will establish contact with the Program staff. Receive specific and constant supervision. Work is reviewed through visits to the work area, meetings with the supervisor and physical inspections.

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## EXHIBIT D – SECTION 1

### BUDGET

#### CORPORACION DESARROLLO ECONOMICO VIVIENDA Y SALUD (CODEVYS), INC., HOUSING COUNSELING PROGRAM BUDGET

#### DESCRIPTION SERVICES

HUD-approved **housing counseling** agency as an experienced counseling agency, with trained professionals who can advise on preventing foreclosure, default on mortgages, education on buying a home, rental units, protecting your credit, and other issues.

**PLEASE PROVIDE BACKGROUND INFORMATION FOR THE CREATION OF EXHIBIT D SECTION 2 BUDGET AND HOW THOSE SERVICES RELATE TO DELIVERING THE SCOPE WORK.**

#### I. STAFFING:

**Personnel:** Total of eleven (11) personnel to staff the housing counseling program and provide services to individuals and families in obtaining and maintaining safe, affordable housing regardless of the income and education levels. The client will build financial capability and access to resources to increase their financial capability and achieve financial independence, budget, finance and credit management, homeownership, and rental housing.

#### **Program Activities:**

- Financial, Budgeting and Credit Workshop: Provide information and resources to assist individuals in understanding their finances and credit.
- Fair Housing Pre-Purchase Workshop: Provide information and resources regarding fair housing laws, identifying discrimination and the complaint process.
- Predatory Lending Workshop: Provide information and resources to assist individuals in recognizing predatory lending practices.
- Pre-Purchase Homebuyer Workshop: Provide information and resources to assist individuals in understanding the basic steps of homeownerships, the necessary resources and how to work with key players in the process.
- Non-Delinquency Post-Purchase Workshop: Provide information and resources to help clients successfully sustain homeownership.
- Resolving/Preventing Mortgage Delinquency Workshop: Provide information and resources regarding various loss mitigation options to assist clients in maintaining their homes.
- Rental Housing Workshop: Provide information and resources regarding various rental topic to assist renters maintaining safe affordable housing. The education sessions or series of education workshops will provide information for new and existing renters who

want information on topics which will allow them to become successful tenants. We discuss budgeting and money management, pros/cons of renting, rent affordability and delinquency, communicating with landlord/property manager's reasonable accommodations and modifications for persons with disabilities, the eviction process, fair housing, and landlord tenant laws.

- Financial Management/Budget Counseling: The goal is to help clients understand the significance of budgeting and successful money management.
- Pre-Purchase Counseling: The goal is to help clients determine if purchasing a home is in their best interest and assist them with the home buying process and any applicable down payment assistance applications.
- Mortgage Delinquency and Default Resolution Counseling: The goal is to help clients determine the loss mitigation options and actions that are in the best interest of the client to avoid foreclosure or transition out of their home smoothly if foreclosure cannot be prevented.
- Rental Housing Counseling: The goal is to help residents determine if renting is in their best interest and assist them with circumstances that may impair their ability to maintain safe affordable housing.

## II. PROFESSIONAL SERVICES:

**Technical Assistance:** I/T professional that will be contracted for on call services on technical issues for software, internet connections, applications installation for video conferences counseling and telephonic counseling for direct services to clients. Installation and management of technical equipment for staff usage needed for counseling services.

## III. OTHER DIRECT COSTS: Travel expenses for staff, Materials for communications/marketing, materials for workshops, and indirect rate costs included in the projected budget for the program

- Materials: Workshop/Training Supplies and Printing/Marketing Material, for CDBG-DR the program.
- Travel: Travel expenses for the staff that will visit clients, meetings required by the program
- De Minimis 10% IDC: De Minimis 10% of all Indirect Cost Rate (Professional Services (audits), utilities, office space (rent), telephone/internet services, photocopier lease, office materials.

## IV. EQUIPMENT: Equipment required for adequate office furniture and equipment for staff for the provision of services to clients in counseling and staff management with adequate accommodations and work tools.

- Software- Acquisition of Software applications, programs that run on a device, as the variable part of the computer and hardware needed for the CDBG-DR Housing Counseling Program.
- Computer Equipment- Acquisition of office equipment: computers, laptops, scanners, printers, and accessories.
- Office Equipment- Acquisition of office equipment: Office furniture (chairs, desk, tables, file cabinets, phones).

**EXHIBIT D - SECTION 2 - BUDGET**

<b>Grant:</b>	<b>CDBG-DR</b>
<b>Contractor:</b>	<b>Corporación Desarrollo Económico Vivienda y Salud (CODEVYS), Inc.</b>
<b>Program:</b>	<b>Housing Counseling Program</b>
<b>DRGR Activity Code:</b>	<b>R01H12HCP-DOH</b>

Cost Type	Chart of Accounts Code	Activity Description	CONTRACT Budget
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<b>ADMINISTRATION</b>			<b>\$</b>
Costs			
<b>TOTAL COSTS</b>			<b>\$</b>

<b>PLANNING</b>			<b>\$</b>
Costs			
<b>TOTAL COSTS</b>			<b>\$</b>

<b>PROJECT</b>	<b>\$</b>	<b>749,999.98</b>
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<b>Project</b>			
<b>TOTAL COSTS</b>			<b>\$</b>

<b>PROJECT ACTIVITY DELIVERY COSTS</b>			
Staffing	5001-2091 5001-2074 5001-2000 5001-2101 5001-2102 and others as deemed necessary	Hourly rates and salaries for eleven staff members.	\$ 617,026.48
Professional Services	5001-2111	Professional services for technical services.	7,800.00
Other Operating Expenses	5001-2055 5001-2052 5001-2068	Operational costs associated with delivery and implementation activities.	100,573.28
Equipment	5001-2031 5001-2035	Software, computer, office equipment.	24,600.22
<b>TOTAL COSTS</b>			<b>\$ 749,999.98</b>
<b>GRAND TOTAL</b>			<b>\$ 749,999.98</b>



# Budget Detail

## Housing Counseling Program

Subrecipient Name: Corporación Desarrollo Económico Vivienda y Salud (CODEVYS), Inc.

### STAFFING

Position	Qty. of Resources	Max. Hours per month per Resource	Hourly Rate	Max Cost allocated per position
Program Manager	1	80	64.62	\$ 110,815.33
Finance Manager	1	96	30.38	56,091.42
Coordinator/Foreclosure Counselor	1	176	21.17	80,978.21
Housing Counselor	3	176	17.94	200,496.47
Housing Counselor ( new)	2	176	16.01	73,270.86
Intake	2	176	13.14	79,206.53
Maintenance	1	156	7.75	16,167.66
				\$ 617,026.48

\*Amount is considering the expenses incurred until June 2020 and the remaining 13 months of the contract

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### PROFESSIONAL SERVICES

Services Name	Services Description	Budget
Technical Assistance	Budget assumes a n I/T professional contracted at a rate of \$300/month for on call services on technical issues and equipment.	7,800.00
<b>Total Budget for Services to be Contracted:</b>		<b>\$ 7,800.00</b>

### OTHER OPERATING

Item Name	Item Description	Budget
Materials	Workshop/Training Supplies	\$ 8,400.00
	Printing/Marketing Material, for CDBG-DR the program.	10,822.60
Travel	Travel expenses for the staff that will visit clients, meetings required by the program	15,400.00
De Minimis 10% IDC	De Minimis 10% Indirect Cost Rate.	\$ 65,950.68
<b>Total Expenses Budget:</b>		<b>100,573.28</b>

### EQUIPMENT

Item Name	Item Description	Budget
Software	Acquisition of Software applications, programs that run on a device, as the variable part of the computer and hardware.	\$ 3,000.00
Computer Equipment	Adquisition of office equipment: computers, and accessories.	13,100.22
Office Equipment	Adquisition of office equipment: Office furnitures (chairs, desk, desk, phones)	8,500.00
<b>Total Expenses Budget:</b>		<b>\$ 24,600.22</b>









# Amendment B to Subrecipient Agreement with CODEVys for the Housing Counseling Program

Final Audit Report

2020-08-28

Created:	2020-08-27
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
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