



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

**AMENDMENT B TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
ONE STOP CAREER CENTER OF PUERTO RICO, INC.
Contract Number 2020-DR0011
As amended by Contract No. 2020-DR0011A**



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 LPRA § 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 **ONE STOP CAREER CENTER OF PUERTO RICO, INC.** (the "**Subrecipient**"), a nonprofit corporation, with principal offices at 839 Calle Añasco, suite 3, San Juan, Puerto Rico, represented herein by its Executive Director, Carmen G. Cosme Pitre, of legal age, single, and resident of San Juan, Puerto Rico, collectively the "Parties".

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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 SIX HUNDRED THIRTY NINE AND FORTY THREE CENTS (\$749,639.43); ACCOUNT NUMBER R01H12HCP-DOH-LM 4190-10-000**, registered as **Contract Number 2020-DR0011** (hereinafter, "the Agreement").

WHEREAS, the Agreement was amended on November 12, 2019 through Amendment A, registered as Contract No. 2020-DR0011A, modifying Exhibit D to transfer the amount allocated for the positions of professional services to staff positions, removing the requirement of a procurement process for hiring, as well as conforming 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".

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 di minimum 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 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, 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 **Section VIII. NOTICES** of the Agreement with the following:

CDBG-DR Grantee:

Luis C. Fernández Trinchet, Esq., CFA
Secretary
Puerto Rico Department of Housing
606 Barbosa Avenue
Juan C. Cordero Building
Río Piedras, Puerto Rico 00918

[Remainder of page left blank intentionally]

- G. 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.

- H. 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

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*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**.*

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- I. 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).
- J. 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.

- K. 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.

[Remainder of page left blank intentionally]

- L. The Parties intend to replace **Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD, Y. Conduct, 1. Subcontracts** of the Agreement, as follows:

1. Contracts

- a. *Approvals: The Subrecipient shall not enter into any contracts with any agency or individual in the performance of this Agreement without the written consent of the PRDOH prior to the execution of such Agreement.*
- b. *Monitoring: 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.*
- c. *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.*
- d. *Selection Process: The Subrecipient shall undertake to insure that all contracts awarded for the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements, as included in the CDBG-DR Procurement Manual and Contractual Requirements, 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. Executed copies of all contracts shall be forwarded to the PRDOH along with documentation concerning the selection process.*
- e. *Notification: The Subrecipient shall notify and provide a copy of any and all contracts related to this Agreement and CDBG-DR funds to the Contract Administration Area of the PRDOH CDBG-DR Legal Division within **three (3) days** of its execution. Additionally, the Subrecipient shall provide a copy of any and all subcontracts executed by its Contractors to the Contract Administration Area of the PRDOH CDBG-DR Legal Division within **three (3) days** of its execution.*

- M. 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.*

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.*

- N. The Parties intend to amend **Article X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD** of the Agreement, to renumber subsection **AA. Citizen Grievances**, as subsection **Z**, and add a new subsection **AA**, as follows:

Z. Citizen Grievances

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

AA. 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.

- O. 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.

- P. 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.

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- Q. 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), 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.

- R. 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.

- S. 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.*

- T. 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.

- U. 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

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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.

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.

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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

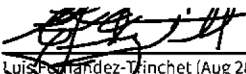
This Agreement, as amended, constitutes the entire Agreement among the Parties for the use of funds received under this Agreement, as amended, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to this Agreement,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

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 Fernández Trinchet (Aug 28, 2020 15:58 EDT)
Name: Luis C. Fernández Trinchet, Esq., CFA
Title: Secretary

ONE STOP CAREER CENTER OF PUERTO RICO, INC., Subrecipient


By: _____
Name: Carmen G. Cosme Pitre
Title: Executive Director
DUNS Number: 126801104

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EXHIBIT C

KEY PERSONNEL

ONE STOP CAREER CENTER OF PR, INC. - 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.

I. **Roles Description:**

Role	Description
Executive Director	<ul style="list-style-type: none">• Liaison with stakeholders and provide linkage agreements with key stakeholders. Also, ED provides general oversight, lead outreach efforts and project guidance• Signs and certifies the documents specific to the CDBG-DR Housing Counseling Program requested by the Puerto Rico Department of Housing. Among these documents are certifications, contracts, invoices. She dedicates time to the evaluation of these documents and subsequent signature.• Directly supervises that the work of the following: Project Director, Accountant, Compliance Officer, Human Resources, in relation to CDBG-DR services are performed in accordance with federal and state guidelines• Maintains direct communication with HUD about regulations, changes, and / or guidelines.• Contacts the Municipalities, community leaders, private or public institutions, among others.• Discusses with the accountant, payrolls, mileage payments and signs the checks, as well as evaluates balance in the accounts and approves the disbursements for the management of the CDBG-DR program with funds from OneStop before the reimbursement. Furthermore, she is the one who reports these transactions to OneStop's Board of Directors.
Program Director	<ul style="list-style-type: none">• Implements and supervises the Housing Counseling Service Program for CDBG-DR. Also, PD ensures compliance with all applicable law, grant agreement and organizational policies.• Approves all client cases with Housing Counselor and Client Management System Coordinator.

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Intake Housing Counselor	<ul style="list-style-type: none">• In charge of informing and / or contacting the participants about the program requirements, completing the intake form in Client Management System with the participants information, coordinating counseling sessions and assisting in the follow-up of all clients.
Housing Counselor	<ul style="list-style-type: none">• Provides housing counseling to program participants.
Housing Counselor and Client Management System Coordinator	<ul style="list-style-type: none">• Oversees use of Client Management system for CDBG-DR• Solve Canopy's problems internally as they are many and diverse.• Responsible for contacting Help Desk and discussing with them questions regarding Canopy, to bring answers to OneStop staff under CDBG-DR.• Audit the completed records of CDBG-DR participants.• Offers counseling to program participants and/or provide support in the workshops, so that if a counselor is not present the services are not interrupted because part of his or her job is to replace and/or supplement the program's counselors.• Works directly with the Program Manager, preparing reports for her, answering through the "help desk" the questions about Canopy, follow-up and continuity.
Accountant	<ul style="list-style-type: none">• Ensures compliance with all CDBG-DR financial requirements.

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EXHIBIT D – SECTION 1

BUDGET

ONE STOP CAREER CENTER OF PR, INC., - HOUSING COUNSELING PROGRAM BUDGET

DESCRIPTION SERVICES

During the CDBG-DR-NOFA-2018-01 duration (24 months), One Stop Career Center of PR, Inc. (OSCC) will provide housing counseling services (one-on-one counseling and formal training sessions) to residents in the municipalities of Caguas, Cidra, Comerio, Humacao, Juncos, Las Piedras, Maunabo, Patillas, San Lorenzo, Vieques, Yabucoa (as well as refer those walk-in client into PRDOH or Program Manager to be qualified for the Program) affected by hurricanes Irma and Maria. These services may cover topics such as, but not limited to: Tenant rights; The home buying process; How to maintain a home or homeowner education; Budgeting; Identifying and reporting predatory lending practices; Rights for persons with disabilities; Foreclosure prevention and mitigation; Relocation; Disaster preparedness and recovery; Homeless services; Financial literacy; The importance of maintaining good credit; and Other Housing Counseling Agency eligible disaster recovery services as discussed in the HUD Housing Counseling Disaster Recovery Toolkit.

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

According to the approved (by HUD) current Action Plan, Puerto Rico intends to undertake a Housing Counseling Program. The focus of the Program is to provide recovering residents with wrap-around educational services to promote understanding of housing and financial options. As Housing Counseling Disaster Recovery Toolkit¹ "HUD suggests that a single housing counselor might assist 40 – 200 families with an individualized assessment, action plan and housing solution over the course of a two-year program. As an extremely rough estimate, the total cost of housing counseling can range from \$600 to \$1,875". With OSCC, proposed services to include **Executive Director** (provides general oversight, lead outreach efforts and project guidance for the Housing Counseling Program; signs and certifies documents specific for CDBG-DR Housing Counseling Program requested by the Puerto Rico Department of Housing. Among these documents are certifications, contracts, invoices; dedicates time to the evaluation of these documents and subsequent signature; directly supervises the work of the following: Project Director, Accountant, Compliance Officer, Human Resources, in relation to CDBG-DR services are performed in accordance with federal and state guidelines; maintains direct communication with HUD about regulations, changes, and / or guidelines, discusses with the accountant, payrolls, mileage

¹ <https://www.hudexchange.info/resources/documents/Housing-Counseling-Disaster-Program-Guide.pdf>

payments and signs checks, as well as evaluates balance in the accounts and approves the disbursements for the management of the CDBG-DR program with funds from One Stop before the reimbursement; and reports these transactions to the OSCC's Board of Directors.), **Program Director** (implementing and supervising the Housing Counseling Service Program for CDBG-DR. Also, PD will ensure compliance with all applicable law, grant agreement and organizational policies.) five (2 and 3 per office Caguas and Humacao respectively full-time **Housing Counselors** (will provide housing counseling to program participants), two full-time **Intake Housing Counselor** (will be in charge of informing and / or contacting the participant about the program requirements, completing the intake form in Client Management System with participant information, coordinating counseling sessions and assisting in the follow-up of clients), one **Housing Counselor and Client Management System Coordinator** (will be responsible for review, manage and supervise that participants' information receiving housing counseling services meets the requirements of HUD, CDBG-DR and PRDOH programs so that reports can be generated; offers counseling to program participants and/or provide support in the workshops, so that if a counselor is not present the services are not interrupted because part of his or her job is to replace and/or supplement the program's counselors; and works directly with the Program Manager) the Housing Counselor could focused in provide the knowledge required to assist more client on an effective way. **Intake Housing Counselors** will provide the contacts need it (and clerical work) to maintain the participants engage and the Program in compliance with HUD, CDBG-DR and PRDOH requirements; and one **accountant** (will ensure compliance with all CDBG-DR financial requirements).

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EXHIBIT D - SECTION 2 - BUDGET

Grant: CDBG-DR			
Contractor: One Stop Career of Puerto Rico, Inc.			
Program: Housing Counseling Program			
DRGR Activity Code: R01H12HCP-DOH			
Cost Type	Chart of Accounts Code	Activity Description	CONTRACT Budget
ADMINISTRATION			\$ -
PLANNING			\$ -
PROJECT			\$ 749,639.43
Project			
	TOTAL COSTS		\$ -
PROJECT ACTIVITY DELIVERY COSTS			
STAFFING		Salaries for employees that will be working directly with the Housing Counseling program. CDGB-DR.	\$652,462.78
OTHER OPERATING		Travel cost and Operating overhead Indirect costs.	\$97,176.65
	TOTAL COSTS		\$ 749,639.43
GRAND TOTAL			\$ 749,639.43

Budget Detail

Housing Counseling Program

Subrecipient Name: One Stop Career of Puerto Rico, Inc.

STAFFING

Position	Qty. of Resources	Max. Hours per month per Resource	Hourly Rate	Max Cost allocated per position (New Proposed)
Executive Director	1	50	\$54.35	\$108,808.70
Program Director	1	184	\$32.61	\$72,410.28
Intake Housing Counselor (for follow-up)	3	184	\$10.87	\$122,817.41
Housing Counselor	5	184	\$16.31	\$276,797.01
Housing Counselor and Client Management System Coordinator (proposed change to this position)	1	184	\$13.04	\$51,068.77
Accountant	1	97	\$16.31	\$20,560.61
Total Cost:				\$852,462.78

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

OTHER OPERATING

Item Name	Item Description	Budget
Travel	Travel costs related to provide housing counseling services include: transportation, mileage, lodging, air tickets, ferry tickets and per diem.	\$22,561.00
Operating Overhead - ICR	De Minimis 10%	\$ 74,615.65
Total Expenses Budget:		\$97,176.65

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Amendment B to Subrecipient Agreement with One Stop Career (PDF)

Final Audit Report

2020-08-28

Created:	2020-08-24
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjFU0fZKjz17If4mx0F7j1nuZRZULbeir

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