



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

**AMENDMENT A TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
PATHSTONE CORPORATION
Contract Number 2020-DR0014**



This **AMENDMENT A** to the **SUBRECIPIENT AGREEMENT FOR HOUSING COUNSELING PROGRAM** (hereinafter, "Amendment") is entered into this 1 day of September, 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 L.P.R.A. § 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 **PATHSTONE CORPORATION** (the "**Subrecipient**"), a nonprofit corporation, with principal offices at 1235 Paseo las Monjitas Urb. Las Monjitas, Ponce, Puerto Rico, represented herein by its President, María G. Rodríguez- Collazo, of legal age, single, and resident of Guayama, 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 **SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$750,000.00); ACCOUNT NUMBER R01H12HCP-DOH-LM 4190-10-000**, registered as **Contract Number 2020-DR0014** (hereinafter, "the Agreement").

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 A, 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 A is not intended to affect nor does it constitute an extensive 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 and become subject to the terms of the Agreement and this Amendment A.

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 A** 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 A 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 A).
- 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 A).
- 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

- 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 **Section IX. AMENDMENT AND TERMINATION, B. Suspension or Termination, 1. Termination for Cause, Paragraph a** of the Agreement, as amended, with the following:

a. Failure to attend mandatory technical assistance and/or training, comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, HUD guidelines, PRDOH's Program Guidelines, as applicable, and policies or directives as may become applicable at any time;

- I. The Parties intend to replace **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:

A. General Compliance

The Subrecipient shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 C.F.R. § 570, as modified by the Federal Register notices that govern the use of CDBG-DR 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**.

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

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

The Subrecipient shall also comply with applicable PRDOH's policies and guidelines as established in Program Guidelines and their amendments, if any, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov) which are herein included and made integral part of this Agreement, as it may be updated from time to time.

- J. 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).
- K. 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.

- L. 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.

- M. 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.

N. The Parties intend to replace Section **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.

O. 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 add new subsections **Z** and **AA**, as follows:

Z. 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.

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.

- P. 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.

- Q. 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.

- R. 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.

- S. 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.

T. 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.

U. 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.

V. 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.

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.

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.

XIII - GOVERNMENT CERTIFICATIONS

On March 12, 2020, the Governor of Puerto Rico declared an Island-wide state of emergency in response to the world pandemic of the virus Covid-19 through Executive Order OE-2020-20. On March 15th, the Governor established, through Executive Order OE-2020-23, a curfew and ordered social distancing for all citizens and the closure of all governmental operations, except those related to essential services until March 30, 2020.

On March 30, 2020, the Governor of Puerto Rico executed Executive Order OE-2020-029 with the purpose of extending the duration of an Island-wide lockdown established by Executive Order OE-2020-23 until April 12, 2020, among other measures.

On April 12, 2020, the Governor of Puerto Rico executed Executive Order OE-2020-033 with the purpose of continuing the Island-wide lockdown established by Executive Order OE-2020-29 until May 3, 2020. On May 1, 2020, through OE-2020-038, the Governor extended the lockdown and specified that non-essential employees of Government agencies shall continue to work remotely until May 25, 2020.

On May 21, 2020, the Governor issued Executive Order OE-2020-041 extending the lockdown until June 15, 2020 and starting the reopening of certain sectors. Regarding the Government, employees, to the greatest extent possible, continue working remotely. However, from June 1, 2020, all human resources, finance, budget, and purchase departments shall commence their on-site work.

On June 12, 2020, the Governor issued Executive Order OE-2020-044 establishing a new lockdown until June 30, 2020. Regarding Government employees, these will continue working remotely, to the extent possible, and agencies are on the process of continuing the gradual and orderly return of employees to their duties. Only employees in positions of trust shall commence working on-site on June 16th.

On June 29, 2020, the Governor issued Executive Order OE-2020-048 for the purposes of extending the implemented lockdown until July 22, 2020, continuing the economic reopening, and establishing that career employees that are deemed necessary shall return to work on-site, among other related matters.

On July 16, 2020, the Governor issued Executive Order OE-2020-054 to adopt more restrictive measures to control the spread of COVID-19 in Puerto Rico and to extend the established lockdown until July 31, 2020.

On July 31, 2020, the Governor issued Executive Order OE-2020-060 extending the lockdown until August 15, 2020, as well as maintaining the restrictive measures implemented two weeks before.

On August 15, 2020, the Governor issued Executive Order OE-2020-061 extending the lockdown until August 21, 2020, as well as maintaining the restrictive measures implemented.

Finally, on August 20, 2020, the Governor issued Executive Order OE-2020-062 extending the lockdown until September 11, 2020, as well as maintaining the restrictive measures implemented.

It is thus still difficult for citizens, including the Contractor, to obtain certain government certifications. Nonetheless, the Contractor understands that in order to maintain a contractual relationship with the PRDOH, it must submit the following certification:

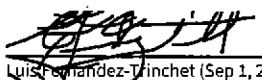
1. Certificate of Registration as Employer and Debt Certification for Social Security Insurance for Drivers (Department of Labor and Human Resources)
2. Certificate of Registration as Employer and Debt Certification for Unemployment Insurance and Disability Insurance (Department of Labor and Human Resources)
3. Evidence of Income Tax Filing Certification for the years 2016, 2017, 2018, and 2019. (Department of Treasury)

Considering the extenuating circumstances through which Puerto Rico and the World is going through, PRDOH will execute this Agreement conditioned to the submission of the aforementioned document within **sixty (60) days** of the lockdown being over, per the Comptroller of Puerto Rico's Circular Letter OC-20-20 authorization. **Failure to comply with**

the submission of the aforementioned documents may result in the withholding of reimbursements or the termination of this Agreement.

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

PUERTO RICO DEPARTMENT OF HOUSING, CDBG-DR Grantee


By: Luis C. Fernández Trinchet (Sep 1, 2020 12:44 EDT)

Name: Luis C. Fernández Trinchet, Esq., CFA
Title: Secretary

PATHSTONE CORPORATION, Subrecipient

By: 

Name: María G. Rodríguez-Collazo
Title: President
DUNS Number: 079705000

EXHIBIT C

KEY PERSONNEL

HOUSING COUNSELING – KEY PERSONNEL

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

II. Roles Description:

Role	Description
Director of Housing Programs	Supervision of CDBG-DR personal including, Regional Program Administrator, Assistant, Intake and one Senior Housing Counselor. Responsible for the strategic planning of the program for CDBG-DR activities. Primary contact with PRDOH for all matters including meetings. Responsible for preparation and submission of monthly report, procurement process, invoices and contract compliance. Responsible for review and approval of all cases entered in PRDOH's case management system. Attend workshops and outreach events as needed related to CDBG-DR activities.
Regional Program Administrator	Supervision of two direct full time CDBG-DR program housing counselors and responsible for implementation, deliverables, compliance, metrics and federal and state regulation. Provide direct housing counseling services to participants as needed.
Senior Housing Counselor	Provide direct housing counseling services to participants as needed.
Senior Housing Counselor	Provide direct housing counseling services to participants as needed.
Housing Counselor	Provide direct housing counseling services to participants as needed.
Intake Specialist	Provide initial orientations to applicants to participate in

CDBG-DR housing counseling services. Attend group sessions and workshops as needed. Enter all cases into the PRDHO case management system. Coordinate one on one service as needed. Prepare participants' paper files and secure digital records.

Assistant

Provide initial program requirements and guidance to all walk in and phone contact applicants on how to request services. Obtain all necessary documentation to from applicants and deliver documents by mail or email for completion. Follow up on applicants to obtain all necessary information. Prepare all materials for workshops and confirm applicants' attendance. Responsible for prepare all equipment for all Counselors for workshops out of the office and secure venue.

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MGR

EXHIBIT D – SECTION 1

BUDGET

HOUSING COUNSELING PROGRAM BUDGET

DESCRIPTION SERVICES

This Program will foster resilience through public education and advocacy delivered by HUD-Approved Housing Counseling professionals to explain the options available for citizens receiving housing counseling services and/or in conjunction with other forms of housing assistance. These services may include a range of approved subjects, including but not limited to, one-on-one counseling and formal training sessions. These 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.

PathStone will be providing services in 22 Municipalities as described in Exhibit A.

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

The funds committed by this Agreement will be use only to provide services in connection with the CDBG-DR housing counseling activities only. The program budget will support the salaries (including fringe benefits) for seven (7) employees per the responsibilities described on Exhibit C. The staff will deliver direct services to clients, grant compliance, monitoring, reporting, strategic planning and coordination to ensure goals achievement and program success. PathStone will request reimbursement of indirect cost per the Negotiated Indirect Cost Related Agreement as approved by the United States Department of Labor.

The service area includes twenty-two (22) Municipalities that require considerable travel expenses. PathStone has included only the necessary cost to cover reimbursement for staff travel at federal mileage rate.

~~7/11~~


MGRC

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MGR/C

Grant:	CDBG-DR
Contractor:	PathStone Corporation
Program:	Housing Counseling
DRGR Activity Code:	R01H12HCP-DOH

Cost Type	Chart of Accounts Code	Activity Description	CONTRACT Budget
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ADMINISTRATION			
	TOTAL COSTS		

PLANNING			
	TOTAL COSTS		

PROJECT			
	TOTAL COSTS		

PROJECT ACTIVITY DELIVERY COSTS			
STAFFING		Hourly rates and salaries for staff members.	\$624,414.23
OTHER OPERATING		Operational costs associated with delivery and implementation activities and indirect cost.	\$ 125,585.77
TOTAL COSTS			\$ 750,000.00
GRAND TOTAL			\$ 750,000.00

Budget Detail

Housing Counseling

Subrecipient Name: PathStone Corporation

STAFFING

Position	Qty. of Resources	Max. Hours per month per Resource	Hourly Rate	Max Cost allocated per position
Director of Housing Programs	1	82	\$83.03	\$136,425.03
Regional Program Administrator	1	176	\$31.70	\$108,387.76
Sr. Housing Counselor (1 of 2)	1	176	\$30.20	\$88,478.44
Sr. Housing Counselor (2 of 2)	1	176	\$27.39	\$62,668.32
Housing Counselor (1 of 2)*				\$25,406.50
Housing Counselor (2 of 2)	1	176	\$26.07	\$66,118.56
Program Intake Specialist	1	176	\$26.07	\$78,614.58
Assistant	1	160	\$20.43	\$58,315.04
Total Cost:				\$624,414.23

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

*Housing Counselor (1 of 2) position is eliminated and will only be considered the incurred until June 2020

OTHER OPERATING

Item Name	Item Description	Budget
Indirect Cost	Indirect Cost based on provisional rate established in NICRA.	\$ 117,035.19
Travel	Transportation, and subsistence charged on per diem and/or mileage basis.	\$ 8,550.58
Total Cost for 13 Months remaining of the program:		\$ 125,585.77








Amendment A to Subrecipient Agreement with PathStone (PDF)

Final Audit Report

2020-09-01

Created:	2020-09-01
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAavyulk1CrSbovVqbxr2J8ZZRxxUhN4v7n

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