



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

AMENDMENT D to the  
SUBRECIPIENT AGREEMENT  
BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING  
AND THE PUERTO RICO NEIGHBORHOOD HOUSING SERVICES, INC.



This **AMENDMENT D TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "**AMENDMENT D**") is entered into this 24 day of May, 2022, 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, dated June 10, 1972, as amended, 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, Hon. William O. Rodríguez Rodríguez, of legal age, attorney, single, and resident of San Juan, Puerto Rico; **PUERTO RICO NEIGHBORHOOD HOUSING SERVICES, INC.** (hereinafter, the "**SUBRECIPIENT**"), a nonprofit corporation with principal offices at Cond. El Ponce 274 Street Canals Local 201, San Juan, Puerto Rico, represented herein by its Executive Director, Blanca I. Velez Beauchamp, of legal age, single, and resident of Carolina, Puerto Rico, collectively the "Parties".

**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on August 13, 2019, the Parties entered into a Subrecipient Agreement (hereinafter, "the AGREEMENT") for the 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**, registered as Contract Number 2020-DR0013, for seven hundred fifty thousand dollars **(\$750,000.00)**, Funds Allocation R01H12HCP-DOH-LM / Account Number 4190-10-000.

**WHEREAS**, the AGREEMENT was amended on August 24, 2020 via Amendment A, Contract No. 2020-DR0013A, to modify several budget items of the Exhibit C (Key Personnel) and the Exhibit D (Budget); also, to conform the AGREEMENT to federal, state, and local regulations and statutes. The amendment did not affect the overall budget amount nor the period of performance of the AGREEMENT.

**WHEREAS**, the AGREEMENT was amended on May 27, 2021 via Amendment B, Contract No. 2020-DR0013B, to modify the Exhibit C (Key Personnel) and Exhibit D (Budget), in addition to conform the AGREEMENT to federal, state, and local regulations and statutes. However, the amendment did not affect the overall budget amount nor the period of performance of the AGREEMENT.

**WHEREAS**, the AGREEMENT was amended on August 6, 2021 via Amendment C, Contract No. 2020-DR0013C, to modify the Exhibit B (Timelines and Performance Goals), Exhibit C (Key Personnel), Exhibit D (Budget), Exhibit E (Funds Certification), Exhibit F (HUD General Provisions), and to include a new Exhibit G (Subrogation and Assignment Provisions). Moreover, this amendment affected the period of performance of the AGREEMENT as well as the overall budget amount. The budget amount was increased by an additional nine hundred nine thousand eight hundred four dollars **(\$909,804.00)** for a new total of one million six hundred fifty nine thousand eight hundred four dollars **(\$1,659,804.00)**. The period of performance of the AGREEMENT was modified with this amendment, allowing a twenty-four **(24) month contract extension, ending on August 6, 2023**. The amendment also served the purpose of conforming the AGREEMENT to federal, state, and local regulations and statutes.

**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**, the Parties acknowledge and agree that this AMENDMENT D is not intended to affect nor does it constitute an extinctive novation of the obligations of the Parties under the AGREEMENT;

**WHEREAS**, the PRDOH has the legal power and authority, in accordance with its enabling statute, the Organic Act, as amended, *supra*, the federal laws and regulations creating and allocating funds to the CDBG-DR program and the current Action Plan, to issue and award the subaward, enter and perform under this AMENDMENT D; and

**WHEREAS**, the SUBRECIPIENT has duly adopted Resolution dated October 20, 2015, authorizing Blanca I. Vélez Beauchamp, to enter into activities such as this AMENDMENT D on behalf of the SUBRECIPIENT.

**NOW THEREFORE**, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the SUBRECIPIENT agree to execute this AMENDMENT D subject to the following:

## TERMS AND CONDITIONS

### II. SAVINGS CLAUSE

The information included in this AMENDMENT D serves the purpose of amending the budget total of the AGREEMENT as well as modifying several of its exhibits. All other provisions of the original AGREEMENT shall continue to be in full force and effect, as amended by this AMENDMENT D.

### III. SCOPE OF AMENDMENT

The Parties acknowledge and agree that this AMENDMENT D principally entails a modification of the total budget amount of the AGREEMENT. The budget is being increased by four hundred thirty-three thousand seven hundred fifty-eight dollars (\$433,758.00) for a new total budget amount of two million ninety-three thousand five hundred sixty-two dollars (\$2,093,562.00).

Other modifications are being incorporated into the **Exhibit A** (Scope of Work), **Exhibit B** (Timelines and Performance Goals), **Exhibit C** (Key Personnel), **Exhibit D** (Budget), **Exhibit E** (Funds Certification), and **Exhibit G** (Subrogation and Assignment Provisions) as specified in the following section.

The period of performance of the AGREEMENT remains unaltered.

### IV. AMENDMENTS

- A. **Exhibit A** (Scope of Work) of the AGREEMENT is being replaced by a modified **Exhibit A** (Scope of Work) hereto incorporated by reference into the AGREEMENT. (See **Attachment I** of this AMENDMENT D). The aforementioned exhibit is being modified to increase from ten (10) to fifteen (15) business days the period available to the Housing Counseling Agencies for documenting termination of housing counseling given to the applicant.
- B. **Exhibit B** (Timelines and Performance Goals) of the AGREEMENT, is being replaced by a modified **Exhibit B** (Timelines and Performance Goals) hereto

incorporated by reference into the AGREEMENT and made part of the AGREEMENT. (See **Attachment II** of this AMENDMENT D). The aforementioned exhibit is being modified to reduce from 307 to 175 the number of housing counseling education courses or workshops that shall be offered to applicants and completed by the SUBRECIPIENT on a monthly basis.

- C. **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 III** of this AMENDMENT D). Several new roles were added to the aforementioned exhibit.
- D. **Exhibit D** (Budget) of the AGREEMENT is being replaced by a modified **Exhibit D** (Budget) hereto incorporated by reference into the AGREEMENT and made part of the AGREEMENT. (See **Attachment IV** of this AMENDMENT D).

The **STAFFING section** of the aforementioned exhibit is being amended to add positions, as well as to modify the rates, estimated monthly hours, and number of resources needed to occupy certain positions:

1. Housing Counselor C: Maximum hours per month are being increased from the original one hundred thirty-two (132) hours to one hundred sixty (160) hours.
2. Intake Specialist-part time: This position is being renamed to Intake Specialist C. Two (2) additional positions, identified as Intake Specialist D are being incorporated as well. Intake Specialists A, B, and C, are expected to work one hundred sixty (160) hours per month (estimated), for twenty-four (24) months, at an estimated twenty dollars (\$20.00) per hour rate. The two (2) Intake Specialist D positions are expected to work one hundred sixty (160) hours per month (estimated), at an estimated twenty dollars (\$20.00) per hour rate, but for seventeen (17) months.
3. Hearing Impaired Interpreter: An additional position is being added and expected to work forty (40) hours per month (estimated), at a sixty dollars (\$60.00) per hour rate, for seventeen (17) months of the term of the Agreement.
4. Case Manager-Special Needs: This new position is being incorporated into the Staffing Section. Two resources are expected to work one hundred sixty (160) hours per month (estimated), for seventeen (17) months, at an estimated thirty dollars (\$30.00) per hour rate.

These changes represent a budget increase in the Staffing section of three hundred eighty-eight thousand eight hundred eighty dollars (**\$388,880.00**). As a result, and taking into account previous expenditures, the total cost for Staffing estimated for this AMENDMENT D is being increased from one million four hundred ninety-nine five hundred thirty dollars (\$1,499,530.00) to one million eight hundred eighty-eight thousand four hundred ten dollars (\$1,888,410.00).

Moreover, the aforementioned exhibit is being modified to increase the **Overhead** cost budget item in the **OTHER OPERATING section**, from one hundred four thousand five hundred forty-five dollars (\$104,545.00) to one hundred forty-three thousand nine hundred seventy-eight dollars (\$143,978.00) due to the added staff positions. This represents an increase of thirty-nine thousand four hundred thirty-three dollars (\$39,433.00) in funds destined to cover Overhead costs.

The **Travel** budget item in the **OTHER OPERATING section** is being modified as well. Said budget is being increased from three thousand five hundred fifty-five dollars (\$3,555.00) to nine thousand dollars (\$9,000.00). This represents a budget increase of five thousand four hundred fifty-five dollars (\$5,455.00).

In sum, taking into account previous expenditures, the **OTHER OPERATING section** is being increased by forty-four thousand eight hundred seventy-eight dollars (**\$44,878.00**) in funds from one hundred fifty-eight thousand nine

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hundred seventy-eight dollars (\$158,978.00) to two hundred three thousand six hundred fifty-two dollars (\$203,652.00).

- E. An additional **Exhibit E** (Funds Certification) is being incorporated by reference into the AGREEMENT to reflect the budget increase of four hundred thirty-three thousand seven hundred fifty-eight dollars (**\$433,758.00**) incorporated via this AMENDMENT D. (See **Attachment V** of this AMENDMENT D). Therefore, the new total budget amount available to the SUBRECIPIENT to continue undertaking its activities under the Program is two million ninety-three thousand five hundred sixty-two dollars (**\$2,093,562.00**).
- F. **Exhibit G** (Subrogation and Assignment Provisions) is being replaced by an updated version of the **Exhibit G** (Subrogation and Assignment Provisions) hereto incorporated by reference into the AGREEMENT and made part of the AGREEMENT. The updated version merely clarifies a legal citation of an applicable federal regulation already included in the aforementioned exhibit. (See **Attachment VI** of this AMENDMENT D).

#### V. SEVERABILITY

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

#### VI. SECTION HEADINGS AND SUBHEADINGS

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

#### VII. COMPTROLLER REGISTRY

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

#### VIII. ENTIRE AGREEMENT

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

#### IX. FEDERAL FUNDING

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

[SIGNATURES ON THE FOLLOWING PAGE]

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

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

William O. Rodríguez Rodríguez  
By: William O. Rodríguez Rodríguez (May 24, 2022 18:38 EDT)  
Name: William O. Rodríguez Rodríguez  
Title: Secretary

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**PUERTO RICO NEIGHBORHOOD HOUSING SERVICES, INC.  
CDBG-DR Subrecipient**

Blanca I. Vélez Beauchamp  
By: \_\_\_\_\_  
Name: Blanca I. Vélez Beauchamp  
Title: Executive Director

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## EXHIBIT A

### SCOPE OF WORK

### HOUSING COUNSELING PROGRAM

### PUERTO RICO NEIGHBORHOOD HOUSING SERVICES, INC.

#### 1. Program Overview/Background

The involvement of Housing and Urban Development (**HUD**) approved housing counseling agencies to provide case management, expertise in home repair financing and oversight, expertise in homeowner's insurance, connections to disaster recovery networks, and expertise in the construction process has proven to be a valuable part of long-term recovery.

Subsection 106(a) of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701x. Section 106 authorizes the provision of funding for public or private organizations to provide a broad range of housing counseling services to homeowners and tenants to assist them in improving their housing conditions and in meeting the responsibilities of tenancy or homeownership. This Section also states that the Secretary is authorized to provide counseling and advice to tenants and homeowners with respect to property maintenance, financial management, and such other matters as may be appropriate to assist them in improving their housing conditions and in meeting the responsibilities of tenancy or homeownership.

The Housing Counseling Program (**Program**) from the Puerto Rico Department of Housing (**PRDOH**) will serve applicant needs in providing educational services to promote the understanding of housing counseling, mitigate default/foreclosure proceedings and many other services through trained, knowledgeable, unbiased agencies.

#### 2. National Objectives

The national objective of the Program is to benefit low and moderate-income (**LMI**) persons (below 80% Area Median Family Income (**AMFI**) and Limited Clientele (LMC persons (51% of the beneficiaries of an activity must be LMI persons) according to HUD Modified Income Limits for CDBG-DR Puerto Rico). The Program will be offered as a public service.

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### 3. Program Description

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.<sup>1</sup>

### 4. Tasks

In accordance with PRDOH approved Work Plans, each HCA will achieve the following tasks:

#### **Deliver program services in the assigned area**

- HCAs shall be responsible for providing housing counseling services in a PRDOH assigned service area to ensure the program is available to all Puerto Rican residents. This task shall include the following:
  - Identify the demographics of their service areas to ensure they deliver appropriate housing counseling services to those of varying incomes, age, education, etc.
  - Collect information through income verification to ensure the program is following the national objectives to benefit

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

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the target populations of low and moderate-income persons, as well as those who are considered to be urgent need as defined by HUD.

- o Target initial outreach to recovering residents located in high-risk areas (identified flood areas, storm surge areas, and landslide risk areas) and/or those who were denied Federal Emergency Management Agency (**FEMA**) assistance.
- o Subrecipient will serve the municipalities of [Bayamón, Cataño, Dorado, Guaynabo, San Juan, Toa Alta, Toa Baja, Vega Alta].

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### **Complete program needs assessment**

- HCAs shall address housing needs by implementing strategies based on the needs of the communities served. This task shall include the following:
  - o Demonstrate an understanding of the need and problems of their target populations.
  - o Document the strategies and methods intended to be used to address the identified needs of their target populations.
  - o Provide services in formal classes, with established curriculum and instructional goals; in a group or classroom setting, or other formats approved by PRDOH.
  - o Provide alternative settings or formats for the provision of housing counseling services for cases in which the agency and the client mutually agree on the need for an alternative setting or alternative format and cases in which the agency's facilities are not accessible.

### **Document metrics and program standards**

- HCAs shall implement the Program to achieve anticipated outcomes via appropriate staffing and client communication. This task shall include the following:
  - o Document methodology which may include but is not limited to program management and process development.
  - o Develop Program outcomes based on the program methodology, needs assessment and services provided. Outcomes must be measurable and created to show the



progress of the Program.

- Establish and maintain staff to implement the Program.
- Maintain accessible facilities for applicants that are clearly labeled, provide privacy, confidentiality and are open during normal business hours, offering extended hours when needed.
- Provide vital documents and information in alternative formats, as well as provide accessibility features or make alternate accommodations for persons with disabilities.
- Ensure housing counselors are fluent in the language of the applicant served.
- Ensure all documents provided to clients must be available in both English and Spanish.
- Implement applicant survey process to ensure satisfactory client experiences, including use of program survey template and reporting standards.

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#### **Provide housing counseling services**

- HCAs shall deliver HUD-approved services to their clients. Counselors will explain the options available for applicants receiving housing counseling services and determine individual housing needs. This task shall include the following:
  - Schedule initial consultation with applicants upon successful completion of intake for counseling services.
  - Identify the needs of applicants and recommend housing counseling services in initial meetings.
  - Assist applicants in scheduling housing counseling services.
  - Maintain contact with applicants throughout participation in the program.
  - Track number of applicants that receive housing counseling services, the number of times each course was provided and the total number of applicants that completed housing counseling services.

#### **Maintain program compliance**

- HCAs shall track and monitor program progress, ensure appropriate fee structure and maintain federal compliance. This

task shall include the following:

- Utilize an automated housing counseling client management system for the collection and reporting of client-level information including, but not limited to, financial and demographic data, counseling services provided and outcomes.
- Identify existing fee structure and provide information on how to ensure that participants seeking CDBG-DR funded services will not be charged. Services provided through the Program must be free of charge to participants.
- Collaborate with other CDBG-DR funded programs, including the Home Repair, Reconstruction or Relocation (**R3 Program**).
- Ensure compliance with the federal policy and procedural requirements.
- Complete and submit quarterly reports to PRDOH.

#### **Perform other duties as assigned**

- HCAs shall complete any other tasks necessary to complete the Housing Counseling Program.

### **5. Time Performance**

#### **Intake**

Participants may be referred to HCAs by other CDBG-DR funded programs, including the R3 Program, directly from PRDOH, or self-referred. Once an HCA receives a referral from one of these sources, they shall contact the participant within **two (2) business days** to initiate intake.

#### **Initial consultation**

Applicants should provide all required documents within a reasonable timeframe to ensure progress and success of their participation in the Program. HCAs are responsible for **two (2) follow up contacts** with the Applicant to meet their consulting needs and/or maintain the application status as current. Follow up contacts must be documented in the automated housing counseling client management system.

If the Applicant fails to attend **two (2) scheduled consultations** without notifying the

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HCA, then their case may be put on hold. HCAs must document the meetings not attended without notice in the automated housing counseling client management system. The Applicant will be notified of this action.

### Applicant Closeout

Termination occurs or may occur under any of these conditions:

- The client meets their housing need or resolves the housing problem;
- The agency determines that further housing counseling will not meet the client's housing need or resolve the client's housing problem;
- The agency attempts to, but is unable to, locate the client;
- The client does not follow the agreed-upon action plan;
- The client otherwise terminates housing counseling; or
- The client fails to appear for housing counseling appointments.

CAs must document termination of housing counseling within **fifteen (15) business days**.

### Program-based Reconsideration / Administrative review requests

After terminating an applicant, that applicant may file a Program-based Reconsideration Request when it is believed there is an error with Program determinations.

The Applicant must submit a written Reconsideration Request directly with the HCA within **twenty (20) days** of being notified of the determination.

The HCA must review and address the Reconsideration Request within **fifteen (15) days** of its receipt. Applicants will be notified by the HCA of the reconsideration determination via a Reconsideration Request Approved or a Reconsideration Request Denied notification. Applications with an approved Reconsideration Request will return to active Program status and continue with the process as normal. The original termination remains for participants with a denied Reconsideration Request.

If an Applicant disagrees with a Program determination, or with the Reconsideration Request Denial determination, said party may file directly to PRDOH, an

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Administrative Review Request. The HCA will provide the applicant with the contact information to do so. The Applicant must submit such request, in writing, within **twenty (20) days** of being notified of a Program determination or a Reconsideration Request Denial determination. The date of notification is that on which a determination was sent to the Applicant.

### Program closeout

HCA's shall provide final reports for the outcomes of all residents serviced, as well as summary dashboards to indicate hard metrics of results achieved with the funding provided to PRDOH in the **last quarter of the program**. All records shall be retained and maintained for a period of **at least five (5) years**, starting from the closeout of the grant. Furthermore, they must be made available to PRDOH upon request.

### Quarterly reports

HCA's shall submit reports to track performance over time. Reports shall include, but are not limited to the following:

- Number of applicants received
- Initial meetings scheduled
- Initial meetings completed
- Number of applicants that those to continue with HC after initial meeting
- Number of applicants currently in housing counseling
- Number of times each course was provided
- Number of applicants that completed housing counseling
- Number of applicants closed out
- Percentage of applicants that are low to moderate income

Reports shall be submitted to PRDOH not later than **ten (10) business days** from the end of the quarter.

### 6. Budget

For details refer to **Exhibit D**.

**END OF DOCUMENT**

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## EXHIBIT B

### TIMELINES AND PERFORMANCE GOALS

#### HOUSING COUNSELING PROGRAM

#### PUERTO RICO NEIGHBORHOOD HOUSING SERVICES, INC.

##### 1. Program Objective:

This Program will foster resilience through public education and advocacy delivered by HUD-Approved Housing Counseling Agency (HCA) professionals to explain the options available for Applicants 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.

##### 2. Terms

- **Key Activity** – The activities necessary to carry out the Objective.
- **Indicator** – The quantitative method used to demonstrate that the Key Activities have been performed.
- **Source of Verification** – The documentation used to verify that the Indicators have been met, and thus the activities are complete.
- **Source of Verification** – The documentation used to verify that the Indicators have been met, and thus the activities are complete.
- **Target** – The goal for each of the Indicators.
- **Timeline** – The expected completion date or timeframe.

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KEY OBJECTIVE #1	KEY ACTIVITY	INDICATORS	SOURCE OF VERIFICATION	TARGET GOALS	TIMELINE
Offer Housing Counseling Education Courses or Workshops to LMI Families	1.1 Housing Counseling is provided to LMI Households	# outreach activities	Local events, minutes report, participants list, social media etc.	3 outreach activities per quarter	Monthly until 01/08/23
		# completed courses provided per month	Course's certification of completion	175 courses completed per month, per subrecipient	Monthly until 01/08/23
		#households served (total cases)	Household data as submitted through Canopy	300 LMI households who participate in the Program	Monthly until 01/08/23
	1.2 Application Closeout & Closeout Survey	% applicants that have completed the closeout survey	Completed surveys (Client Management System (Canopy))	50%	Monthly
		% of participants who are satisfied with program	Housing Counseling Survey Performance Report	75-80% participants are satisfied	Monthly

### 3.1.1 KEY ACTIVITY: OUTREACH ACTIVITIES & COUNSELING COURSES COMPLETED

The subrecipient are to provide outreach efforts through multiple media outlets including but not limited to radio, newspaper, social media, local marketing initiatives, local events, or fairs. This outreach effort should be documented, measurable, and create impact. Outreach will be measured through quarterly reports. The provision of information given by the subrecipient to the applicant should raise awareness about critical housing topics, such as predatory lending, fair lending, and fair housing issues. In terms of the number of courses completed by the applicant. The subrecipient must ensure that after the initial consultation has been completed with the applicant, all counseling courses and workshops that were recommended to the applicant by the housing counselor based upon the applicant's housing needs were completed before issuing a Certification of Completion.

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### 3.1.2 KEY ACTIVITY 1.2 APPLICANT PARTICIPATION IN THE CLOSEOUT SURVEY

The subrecipient shall coordinate a closeout process with the applicant, which may include an exit interview and an evaluation of the services needed, services provided, and outstanding needs. The subrecipient will also be responsible for tracking all counseling services offered to the applicant in the Grant Management System (Canopy). The Housing Counselor must also ensure that once the applicant has completed any counseling services the applicant is awarded a Certificate of Completion and that the applicant is sent the close out letter to complete the Closeout Survey.

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**END OF DOCUMENT**



## EXHIBIT C

### KEY PERSONNEL

### HOUSING COUNSELING PROGRAM

### PUERTO RICO NEIGHBORHOOD HOUSING SERVICES, INC.

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Below is the Staffing Plan for **Puerto Rico Neighborhood Housing Services, Inc. (PRNHS)** which reflects a combination of existing employees or new hired employees dedicated to the CDBG-DR **Housing Counseling Program**.

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Role	Description
<b>Executive Director</b>	Is devoted to ensuring CDBG-DR Housing Counseling Program success, from a functional perspective, and for all activities and deliverables strictly related to CDBG-DR. The ED will overview service delivery, amendments, procurements, budgeting and any administrative situation that is needed. ED is the primary contact and authorized person to submit or approve any administrative procedures, purchases or requirements from PRDOH or HUD.
<b>Program Director</b>	As a lead of the CDBG-DR HCP program compliance, staff supervision, marketing and outreach strategies, client management system management and reporting (HUD 9902) as well as PRDOH performance reporting. Has the responsibility to supervise counseling services and manage CDBG-DR HCP. The PD will also address issues related to the staff and/or clients and will serve as a direct assessment point between PR NHS, PRDOH and the intermediary agency (Horne). The PD will overview Staff timesheets before submitting them to PRDOH. If needed, The Program Director, will conduct counseling, intake, and attend calls from potential clients to provide orientation of services under HCP.
<b>Senior Housing Counselor</b>	Is a certified Housing Counseling specialist in one on one counseling and group education. Only devoted to CDBG-DR, will oversee the HCP Training for new staff, Review and updating education material, Quality Control procedures and reporting to Program Director on any issues with staff or any of the data management systems.
<b>Housing Counselors</b>	The counselor is in charge of attending all the CDBG-DR HCP participants after they are referred, provide one on one follow up assistance, serve as an intermediary with the mortgage institutions, and conduct the workshops on any of the specific housing or financial topics. They are able to provide orientation and if I needed to complete the intake process. They are required to report all tasks to the Senior Housing Counselor and Program Director.
<b>Intake Specialists</b>	These individuals will have the first contact with the CDBG- DR



	HCP participants. They will attend the calls, hear the claim of the person, and evaluate which of the programs fits best the needs of the participant. Is a certified staff member in charge of following up calls, setting up client/counselor appointments and gathering client information to upload to the electronic database programs.
<b>Educator Resources</b>	This is a qualified professional that is responsible for developing and carrying out assigned CDBG-DR programs group education workshops and any program related supporting documentation. They are also responsible for offering program orientation and updating workshop content as needed. This person will be allowed to attend calls from potential clients in order to provide verbal orientation of the services in HCP.
<b>Program Accountant</b>	Is in charge of exclusively Overseeing Housing Counseling Program Procurement Procedures along with ED, Administrative Reports, invoicing as well as required program budget reports. If needed, the Program Accountant will be in charge of submitting any Exhibit D, budget amendments along with the ED.
<b>Administrative Official</b>	<p>Under CDBG-DR HCP, the administrative official is in charge of providing technical support to all counselors, intake specialists and program leads under CDBG-DR HCP. Admin Official will assist the program director in retrieving service metrics like online course evaluation forms and organizing online education and quality control tools for continuous program compliance, monitoring staff Timesheets, organizing required documentation for payroll and making sure all purchase procedures provided by HUD are followed step by step.</p> <p>Tasks include overseeing amendments, procurements, purchases and all Program budget related tasks is will also assist staff individually with internal technical troubleshooting related to CDBG-DR HCP services (Webinars, online video calling, remote setup assistance, client management schedule tools etc.)</p> <p>If needed, this person will be allowed to attend calls in order to provide orientation of the services in HCP.</p>
<b>Marketing &amp; Outreach</b>	Is in charge of raising awareness exclusively of the CDBG- DR Housing Counseling program by educating, developing strategic relationships and marketing strategies along with PRDOH guidelines. The Marketing and Outreach coordinator, will develop the programs press releases, brochures, social media content and other marketing materials as well as attend press conferences or media activities. This person will be allowed to attend calls from potential clients in order to provide verbal orientation of the services in HCP.
<b>Hearing Impaired Interpreter</b>	Will directly assist CDBG-DR HCP clients with hearing impairments. Will translate in HCP services video marketing

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	and other needed audiovisual content needed and related to CDBG-DR. This person will be allowed to attend video calls from potential clients in order to provide orientation of the services in HCP.
<b>R3 Case Managers Special Needs</b>	<p>These Case Managers will ensure that the information and requirements for vouchers or awards are clear for Special Needs cases from the R3 program. These cases will be referred and identified in a case by case manner from R3 Program Managers and our HCP team.</p> <p>Assistance consists of delivering Case Housing Needs Assessment, providing guidance in completing R3 Replacement Property and damaged property required documentation.</p> <p>They will deliver Replacement Property search assistance: Making sure the properties identified are under compliance with R3 program guidelines. Delivering the optional "R3 Homeowner Course" and Savings Curriculum. Additional tasks that R3 guidelines require and that follow Housing Counseling Program guidelines.</p>

**END OF DOCUMENT**

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## **EXHIBIT D – SECTION 1**

### **BUDGET**

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### **HOUSING COUNSELING PROGRAM**

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### **PUERTO RICO NEIGHBORHOOD HOUSING SERVICES, INC.**

#### **DESCRIPTION OF SERVICES**

Puerto Rico NHS, as a HUD approved agency, will foster resilience through public education and advocacy delivered by 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 group training sessions. These may cover topics such as, but not limited to:

- Financial Capability
- Prepurchase and Homebuying
- Home post purchase
- Foreclosure prevention
- Relocation
- Disaster preparedness and recovery
- Financial literacy
- Homebuyer Assistance Program
- Rental Topics
- Lending Counseling

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## Staffing

Position	Qty. of Resources [A]	Estimated Hours per month per Resource [B]	Months Needed [C]	Estimated Hourly Rate [D]	Estimated Monthly Cost [E=AxBxD]	Estimated Cost for the Program [F=CxE]
Previous Expenditure (Staffing)						\$ 465,130.00
<b>Staffing for Amendment D</b>						
Executive Director	1	60	24	\$70.00	\$ 4,200.00	\$ 100,800.00
Program Director	1	120	24	\$38.00	\$ 4,560.00	\$ 109,440.00
Senior Housing Counselor	1	140	24	\$35.00	\$ 4,900.00	\$ 117,600.00
Housing Counselor A	1	160	24	\$27.50	\$ 4,400.00	\$ 105,600.00
Housing Counselor B	1	160	24	\$27.50	\$ 4,400.00	\$ 105,600.00
Housing Counselor C	1	160	24	\$27.50	\$ 4,400.00	\$ 105,600.00
Program Accountant	1	25	24	\$48.00	\$ 1,200.00	\$ 28,800.00
Intake Specialist A	1	160	24	\$20.00	\$ 3,200.00	\$ 76,800.00
Intake Specialist B	1	160	24	\$20.00	\$ 3,200.00	\$ 76,800.00
Intake Specialist C	1	160	24	\$20.00	\$ 3,200.00	\$ 76,800.00
Intake Specialist D	2	160	17	\$20.00	\$ 6,400.00	\$ 108,800.00
Administrative Official	1	132	24	\$30.00	\$ 3,960.00	\$ 95,040.00
Educator Resources	1	50	24	\$25.00	\$ 1,250.00	\$ 30,000.00
Hearing Impaired Interpreter	1	40	24	\$60.00	\$ 2,400.00	\$ 57,600.00
Hearing Impaired Interpreter	1	40	17	\$60.00	\$ 2,400.00	\$ 40,800.00
Marketing & Outreach	1	40	24	\$25.00	\$ 1,000.00	\$ 24,000.00
Case Manager - Special Needs	2	160	17	\$30.00	\$ 9,600.00	\$ 163,200.00
<b>Total Estimated Monthly Cost: \$ 64,670.00</b>						
<b>Total Cost for Amendment: \$ 1,423,280.00</b>						
<b>Total Maximum Cost for Staffing in SRA: \$ 1,888,410.00</b>						

\*Estimate amount in rate, hours, monthly cost, and cost for the program could vary based on actual need and work performed on the program

## PROFESSIONAL SERVICES

Services Name	Services Description	Budget
Legal Services	Legal advice and legal documentation preparations for the program.	\$ 1,500.00
<b>Total Budget for Services to be Contracted:</b>		<b>\$ 1,500.00</b>

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## OTHER OPERATING

Item Name	Item Description	Budget
Previous Expenditure (Workshop Supplies)		\$ 5,950.00
Previous Expenditure (Overhead)		\$ 38,724.00
<b>Other Operating for Amendment D</b>		
Workshop Supplies	Supplies for workshops for clients and backpacks for disaster preparedness.	\$ 6,000.00
Travel	All travel, transportation, mileage and per diem costs for the program.	\$ 9,000.00
Overhead	Indirect cost of the program through De Minimis Rate (10%)	\$ 143,978.00
<b>Total Cost for Amendment:</b>		<b>\$ 158,978.00</b>
<b>Total Cost for Expenses in SRA:</b>		<b>\$ 203,652.00</b>

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<b>PROJECT ACTIVITY DELIVERY COSTS</b>		
Staffing	Hourly rates and salaries for the program staff members.	\$ 1,888,410.00
Professional Services	Legal services for the program.	\$ 1,500.00
Other Operating	Operational costs such as travel, workshop supplies and indirect cost for the program.	\$ 203,652.00
<b>TOTAL COSTS</b>		<b>\$ 2,093,562.00</b>
<b>GRAND TOTAL</b>		<b>\$ 2,093,562.00</b>

### Budget Re-distribution

- The Subrecipient may request in writing to the PRDOH a re-distribution of the Maximum Authorized Budgets shown above without exceeding the Total Authorized Budget.
- The PRDOH will evaluate the re-distribution request to validate purpose and balance of funds, and if determined the re-distribution is in benefit for the Program and the balance of funds is validated, the PRDOH will provide written authorization to the Subrecipient. Until the written authorization is submitted by the PRDOH, the re-distribution cannot be considered as authorized.
- This re-distribution of funds as described here shall be considered binding and will not require an amendment to this SRA.

**END OF DOCUMENT**



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

## ATTACHMENT V

**Contract Code:** cc5933-d  
**Type:** Change Order A\_V2  
**Original Registered Code:**

### CERTIFICATION OF FUNDS

Requested on behalf: CDBG-DR Director

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The Finance Division certifies the availability of the following funds:

**Contracting Of:** PUERTO RICO NEIGHBORHOOD HOUSING SERVICES CORP  
**Source of Funds:** 14.228 CDBG Funds  
**For:** Amendment to 2020-DR0013 - Housing Counseling  
**Amount:** \$433,758.00

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

Grant	Area / Project	Activity Code	Category Description	Account	Amount
B-17-DM-72-0001	Housing	r01h12hcp-doh-lm	H - Indirect Cost	6090-01-000	\$44,878.00
B-17-DM-72-0001	Housing	r01h12hcp-doh-lm	H - Staff / Personnel (Sub-recipient)	6090-01-000	\$388,880.00
					<u>\$433,758.00</u>

The above distribution of funds is subject to changes and will be allocated in accordance with the executed agreement within the parties

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

Cesar Candelario Signed Date - 04/13/2022  
Electronic Approval  
Budget Manager

Nilda Baez Signed Date - 04/21/2022  
Electronic Approval  
Finance Director



## EXHIBIT G

### SUBROGATION AND ASSIGNMENT PROVISIONS

### HOUSING COUNSELING PROGRAM

### PUERTO RICO NEIGHBORHOOD HOUSING SERVICES, INC.

#### 1. General Provisions.

- a) The Parties acknowledge that the following provisions of this Exhibit are hereto incorporated by reference and made an integral part of the aforementioned Subrecipient Agreement as **Exhibit G**.
- b) Changes in the provisions of this Exhibit will require an amendment to the Subrecipient Agreement. Such amendment would result in the incorporation by reference of a modified **Exhibit G** to the Subrecipient Agreement.

#### 2. Subrogation and Assignment Relating to Funds Received from the Puerto Rico Department of Housing – Housing Counseling Program.

- a) These provisions are incorporated into the Subrecipient Agreement in consideration of the commitment by PRDOH to evaluate Subrecipient's application for the award of disaster assistance funds (the "**Application**") or the Subrecipient's receipt of CDBG-DR disaster recovery funds (the "**Grant Proceeds**") under the Program being administered by PRDOH.
- b) Subrecipient understands and acknowledges that the Program is subject to the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. §§ 5121-5207 (the "**Act**") and that, under such Act, the Subrecipient may only receive assistance to the extent that the Subrecipient has a disaster recovery need that is not fully met by insurance or other forms of disaster assistance. Subrecipient further acknowledges that these provisions are intended to ensure that Subrecipient does not receive duplicate benefits available to the Subrecipient from another source, for the same purposes as the Grant Proceeds provided under the Program, and that, any assistance determined to be duplicative must be deducted from the Program's calculation of the Subrecipient's total need prior to awarding assistance.
- c) Subrecipient hereby subrogates and assigns to PRDOH any and all of Subrecipient's future rights to, and any interest Subrecipient may have in, any reimbursement and all payments received or subsequently received from any grant, loan, insurance policy or policies of any type (each individually, a "**Policy**" and collectively, the "**Policies**"), or under any subsidy, reimbursement or relief program related to or administered by the Federal Emergency Management

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Agency ("FEMA"), insurance payments, or any other federal, state or local government agency (each, individually, a "**Disaster Program**" and collectively, the "**Disaster Programs**") to the extent of all Grant Proceeds paid or to be paid under the Program and that are determined, in the sole discretion of PRDOH or its designated agent, to be a duplication of benefits ("**DOB**"). Any payments referred to in this paragraph, whether they are from Policies, FEMA, or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "**Proceeds**"; any Proceeds that are determined to be a DOB shall be referred to herein as "**DOB Proceeds**".

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- d) Subrecipient agrees that, in the event that Subrecipient receives additional Proceeds related to disaster recovery that are not listed on the Duplication of Benefits Certification submitted in connection with the Application, Subrecipient will notify the PRDOH within **ten (10) working days** of receipt of the funds by sending a written notification to [cpagan@vivienda.pr.gov](mailto:cpagan@vivienda.pr.gov). PRDOH will, in turn determine, in its sole discretion, if such Proceeds constitute DOB Proceeds. If any of the Proceeds are determined to be DOB Proceeds, the Subrecipient shall pay PRDOH the DOB Proceeds, to be disbursed as provided in Section 3 of this Agreement.

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### 3. Cooperation and Further Documentation.

- a) If PRDOH elects to pursue any of the claims Subrecipient has or may have under any Policies, Subrecipient agrees to assist and cooperate with PRDOH. Subrecipient's assistance and cooperation shall include, but shall not be limited to, allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the PRDOH. Subrecipient also agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Assistance Program.
- b) If requested by PRDOH, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better subrogate and assign to PRDOH (to the extent of the Grant Proceeds paid to Subrecipient under the Program) the Policies, any amounts received under the Disaster Assistance Programs that are determined to be DOB Proceeds and/or any rights thereunder. Subrecipient further agrees to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the PRDOH to consummate and make effective the purposes of these provisions.



- c) Subrecipient expressly allows and authorizes PRDOH to request information from any company with which Subrecipient holds or held any insurance policy or policies of any type, any other company or entity -public or private- from which the Subrecipient has applied for or is receiving assistance (such as FEMA, or others), or any non-public or confidential information determined by PRDOH, in its sole discretion, to be reasonably necessary to monitor/enforce its interest in the rights subrogated and assigned to it under this Agreement, and grant consent to such company or entity to release said information to the PRDOH.

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**4. Agreement to Turn Over Proceeds; Future Reassignment.**

- a) If Subrecipient (or, to the extent permitted by superior loan documents, any lender to which DOB Proceeds are payable) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to PRDOH, if Subrecipient received Grant Proceeds under the Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.
- b) In the event that Subrecipient receives or is scheduled to receive any Proceeds not listed on its Duplication of Benefits Certification ("**Subsequent Proceeds**"), Subrecipient shall pay such Subsequent Proceeds directly to the PRDOH, and PRDOH will determine the amount, if any, of such Subsequent Proceeds that are DOB Proceeds ("**Subsequent DOB Proceeds**"). Subsequent Proceeds shall be disbursed as follows:
- (i) If Subrecipient has received full payment of the Grant Proceeds, Subrecipient shall remit any Subsequent DOB Proceeds to PRDOH. PRDOH shall return to the Subrecipient any Subsequent Proceeds in excess of the Subsequent DOB Proceeds.
  - (ii) If Subrecipient has received no payment of the Grant Proceeds, PRDOH shall reduce the payment of the Grant Proceeds to Subrecipient by the amount of the Subsequent DOB Proceeds and shall return all Subsequent Proceeds in excess of the Subsequent DOB Proceeds to Subrecipient.
  - (iii) If Subrecipient has received a portion of the Grant Proceeds, the following shall occur: (A) PRDOH shall reduce the remaining payments of the Grant Proceeds and return Subsequent DOB Proceeds in such amount to the Subrecipient; and (B) Subrecipient shall remit any remaining Subsequent DOB Proceeds to PRDOH. PRDOH shall also return to the Subrecipient any Subsequent Proceeds in excess of the Subsequent DOB Proceeds.
  - (iv) If the PRDOH makes the determination that Subrecipient does not qualify to participate in the Program or Subrecipient decides not to participate in the

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Program, PRDOH shall return the Subsequent Proceeds to Subrecipient, and the Agreement shall terminate.

- c) Once PRDOH has recovered an amount equal to the Grant Proceeds paid to Subrecipient, PRDOH will reassign to Subrecipient any rights given to PRDOH pursuant to these provisions.

**5. Miscellaneous.**

- a) Subrecipient hereby represents that all statements and representations made by Subrecipient regarding any Proceeds are true and correct, as of the date of the issuance of the Grant Proceeds.
- b) In any proceeding to enforce these provisions, PRDOH shall be entitled to recover all costs of enforcement, including PRDOH's attorney fees.
- c) The parties hereto each waive the right to have any judicial proceeding concerning any of the provisions hereof tried by a jury.
- d) Neither these provisions, nor any portion or provisions hereof may be changed, waived, or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by all parties hereto and approved by PRDOH.
- e) These provisions, and the rights and obligations of the parties shall be governed and construed in accordance with federal law and the laws of the Government of Puerto Rico without giving effect to conflict of law provisions. Any action arising out of or related to this Subrogation and Assignment provisions shall be brought within the Government of Puerto Rico.
- f) The captions of the various sections of this Subrogation and Assignment provisions have been inserted only for the purpose of convenience; such captions are not a part of the Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any provisions of this Subrogation.
- g) **Subrecipient acknowledges that making a false, fictitious, or fraudulent statement or representation in this agreement is punishable under State and Federal law (18 U.S.C. 287, 1001 and 31 U.S.C. 3729), and shall constitute a separate criminal offense each time a public benefit is fraudulently received.**
- h) Subrecipient acknowledges that they have been informed and understand the penalties for making a materially false or misleading statement to obtain CDBG-DR funds under the Program or any other of the PRDOH's Programs.

**END OF DOCUMENT**

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# PR NHS (HC Program)-AMENDMENT D

Final Audit Report

2022-05-24

Created:	2022-05-17
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIsE7pV7QlgBAAYKskOhH1YGmfZtkT-vD

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