



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

**AMENDMENT A TO THE AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
PUERTO RICO SCIENCE, RESEARCH AND TECHNOLOGY TRUST
Contract Number 2021-DR0003**



THIS **AMENDMENT A** TO THE **SUBRECIPIENT AGREEMENT** (hereinafter, the "Amendment") is entered into this 4 day of November, 2020, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (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. Fernández Trinchet, of legal age, attorney, single, and resident of Guaynabo, Puerto Rico; and the **PUERTO RICO SCIENCE, TECHNOLOGY AND RESEARCH TRUST** (the "Subrecipient" or "PRSTRT"), which was created by Act No. 214-2004, as amended, and constituted by the Constitution Deed Number 23 executed on December 31, 2004 before Notary Public Jaime Arturo Riera-Seivane, represented in this act by its Chief Executive Officer, Luz A. Crespo Valentín, of legal age, executive, single, and resident of San Juan, Puerto Rico, authorized to appear in the present Agreement by virtue of the power conferred to her by the Board of Trustees of the Subrecipient, collectively the "Parties".

RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on August 14, 2020, the PRDOH and the Subrecipient entered into an Agreement, which was registered under Contract No. 2021-DR0003, for the for Re-Grow Puerto Rico – Urban Rural Agriculture Program in connection with the CDBG-DR Program (the "Agreement").

WHEREAS, the PRDOH and the Subrecipient, agreed that, for Re-Grow Puerto Rico – Urban Rural Agriculture Program performed during the term of the Agreement, PRDOH allocated the amount not to exceed **THIRTY MILLION, FOUR HUNDRED AND SEVENTY ONE THOUSAND, NINE HUNDRED AND NINETY NINE DOLARS AND FIRTY TWO CENTS (\$30,471,999.52)** to the Subrecipient from **ACCOUNT NUMBER CDBG-DR B-18-DP-72-001 / 6090-01-000 / 4190-10-000**. That Agreement is for a period of **thirty six (36) months**, from the day of its execution, ending on August 14, 2023.

WHEREAS, The parties intend to amend the Agreement to clarify the language of **EXHIBIT A - SCOPE OF WORK, EXHIBIT B - TIMELINES AND PERFORMANCE GOALS, EXHIBIT C - KEY PERSONNEL** and **EXHIBIT D – SECTION 1 – BUDGET**.

WHEREAS, this Amendment A 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 extinctive novation of the obligations of the parties under the Agreement but is rather a modification and amendment of certain terms and conditions under the Agreement;

WHEREAS, the Parties wish to amend the Agreement, as amended, and become subject to the terms of the Agreement, as amended, and this Amendment A.

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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:

I. SAVINGS CLAUSES

The information included in this Amendment A serves the purpose of modifying Agreement exhibits for Scope of Work, Timelines and Performance Goals, Key Personnel and 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.

II. 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: Scope of Work, Timelines and Performance Goals, Key Personnel and Budget, and conforming the Subrecipient Agreement to federal and state regulations and statutes.

III. 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 and made part of the Agreement (See **Attachment 1** of this Amendment A).
- 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 2** of this Amendment A).
- 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 3** of this Amendment A).
- D. **Exhibit D - Section 1** (Budget) of the Agreement is being replaced by a modified **Exhibit D - Section 1** (Budget) hereto incorporated by reference into the Agreement and made part of the Agreement (See **Attachment 4** of this Amendment A).
- E. The Parties agree to replace **Article X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, Section D. Insurance & Bonding, (iii) Related Requirements, paragraph 2** with the following:

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 signing of this document by the Parties. Failure to comply with the submission of the aforementioned documents may result in the withholding of reimbursements or the termination of this Agreement.

IV. ASSIGNMENT OF RIGHTS

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

V. HEADINGS

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

VI. COMPLIANCE WITH LAW

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

VII. 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.

VIII. ENTIRE AGREEMENT

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

IX. SEVERABILITY

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

X. SURVIVAL OF TERMS AND CONDITIONS

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

XI. GOVERNMENT CERTIFICATIONS

The Contractor understands that in order to maintain a contractual relationship with the PRDOH, it must submit the following certification:

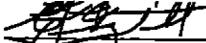
1. ASUME Compliance Status Certificate

Considering the extenuating circumstances through which Puerto Rico and the World is going through, PRDOH will execute this Amendment conditioned to the submission of the aforementioned document within **ten (10) days** of the signing of this document by the Parties. **Failure to comply with the submission of the aforementioned document may result in the withholding of reimbursements or the termination of this Agreement.**

IN WITNESS THEREOF the Parties here to executive this Amendment A in San Juan, Puerto Rico, on the above written date.

DEPARTMENT OF HOUSING

**PUERTO RICO SCIENCE, TECHNOLOGY
AND RESEARCH TRUST**


Luis C. Fernández Trinchet (Nov 4, 2020 10:51 AST)

Luis C. Fernández Trinchet, Esq., CFA
Secretary


Luz A. Crespo Valentin (Nov 4, 2020 10:47 AST)

Luz A. Crespo Valentin
Chief Executive Officer
DUNS Number: 061372344

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EXHIBIT A

SCOPE OF WORK

RE-GROW PR URBAN RURAL AGRICULTURE PROGRAM

1. Program Overview/Background

The Scope of Work detailed below is for the Re-grow PR Urban Rural Agriculture Program (**Re-Grow Program** or **Program**). The goal of the Program is to increase food security on the Island and enhance and expand local agricultural production. This Program will serve to build capacity throughout the agricultural sector as a response to the devastation hurricanes Irma and María inflicted on Puerto Rico's agriculture economy and will reduce vulnerability to future events and simultaneously revitalize an important sector of Puerto Rico's economy.

2. National Objective

All activities of a CDBG-DR Pprogram must meet one (1) of the three (3) National Objectives defined in the authorizing statute of the CDBG Pprogram at 104(b)(3) of the Housing and Community Development Act of 1974 (**HCDA**), as amended, 42 U.S.C. § 5305. The Puerto Rico Department of Housing (**PRDOH**) anticipates that each Program's eligible activities will meet one of the below listed national objectives. PRDOH will work with entities who are funded through this Program to determine the national objective for each project according to 24 C.F.R. § 570.483 and listed here below:

- Benefit to low- and moderate-income persons (**LMI**) (24 C.F.R. § 570.483(b))
 - Job Creation/Retention
 - Area Benefit
 - Limited Clientele
- Urgent Need (**UN**) activities (24 C.F.R. § 570.483(d))
- Aid in prevention or elimination of Slums or Blight (**SB**) (24 C.F.R. § 570.483(c))

PRDOH has set a goal to expend seventy percent (70%) of Re-Grow Program funds on projects that result in a benefit to LMI individuals or that demonstrably serve LMI areas.

3. Program Description

The total allocation for the Re-Grow Program is ninety-two million five hundred thousand dollars (\$92,500,000), subject to change with additional CDBG-DR Action Plan amendments.

The Re-Grow Program will provide Grants to existing, restarting, or start-up small farms and agricultural businesses. These grants are intended to strengthen the agricultural sector of the Puerto Rican economy. Eligible Applicants can apply for up to one hundred fifty thousand dollars (\$150,000) in direct grant assistance for eligible program costs as outlined in the program guidelines.. The amount of the grant award will be determined through eligibility review, underwriting, and a duplication of benefits calculation performed based on information provided on the application for assistance.

In addition to providing grants, the Program will provide a wide range of technical assistance activities across the agriculture sector, giving farms a farmers access to essential services and resources. The technical assistance is intended to build capacity in organizations and agencies that bolster the agricultural sector of the economy.

4. Tasks

The Puerto Rico Science, Technology, and Research Trust (**PRSTRT**) will serve as the Subrecipient and administering entity for the Re-Grow Program under this Subrecipient Agreement (**SRA**) with PRDOH. In this role, the PRSTRT will manage all major aspects of the Program. The PRSTRT must work closely with the PRDOH and with Applicants to accomplish the identified tasks. The PRSTRT may be required to coordinate with other firm(s), contracted by the PRDOH that will be providing services for other CDBG-DR Programs.

PRSTRT will perform the required services detailed herein, and some tasks will require formal deliverables to the PRDOH. For every deliverable, PRSTRT must expect PRDOH's reasonable comments or revisions (request for changes) of delivered documents. PRSTRT must account for revisions or clarification requests by PRDOH related to required deliverables. Revisions must be resolved and accepted by the PRDOH before deliverables are invoiced to PRDOH.

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Required Program Management services are grouped into sixteen (16) Tasks that address major programmatic requirements, as outlined in **below**, and described in more detail below. Please refer to Exhibit B Timelines and Performance Goals for specific timeframes for each task.

| Task Number | Task |
|-------------|--|
| 4.1 | Office Configuration and Logistics |
| 4.2 | Applicant Case Management and Applicant Communications |
| 4.3 | Application Intake |
| 4.4 | Eligibility Review |
| 4.5 | Environmental Review |
| 4.6 | Underwriting and Financial Review |
| 4.7 | Award Coordination |
| 4.8 | Agreement Management |
| 4.9 | Application Closeout |
| 4.10 | Compliance with Cross-Cutting Requirements |
| 4.11 | Project Management |
| 4.12 | Document Control and Management |
| 4.13 | Systems Development and Maintenance |
| 4.14 | Accounting and Reporting |
| 4.15 | Reconsideration and Complaints Resolution |
| 4.16 | Agriculture Technical Assistance Offerings |

4.1. Office Configuration and Logistics

- 4.1.1. Set-up offices and secure necessary equipment for these offices to function. Office spaces must be suitable for the services to be provided, and provide required visitor amenities such as on-site parking, rest rooms, and comply with ADA accessibility requirements.
- 4.1.2. Secure or provide workspace items and materials such as furnishings and equipment for the offices (including such items as computers, printers, office materials, etc.).
- 4.1.3. Secure equipment and technologies required to support remote or virtual Program operations (including items such as laptop computers and MiFi devices).
- 4.1.4. Establish satellite offices as needed to support Program demands.

4.2. Applicant Case Management and Applicant Communications

- 4.2.1. Collaborate with PRDOH and maintain telephone systems or protocol to receive calls from the CDBG-DR Central Call Center with potential

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Applicants. Calls referred from the call center may require PRSTRT to guide Applicants through the application process; collect eligibility requirements, duplication of benefits, and other documents; and to make sure that complaints are properly addressed, among other items.

- 4.2.2. Provide responses to inquiries, comments, or complaints made by Re-Grow Applicants or in relation to the Re-Grow Program via phone, email, online web submission, social media post, or via other mediums.
- 4.2.3. Track all Applicant communication in the Program system of record.
- 4.2.4. Coordinate outreach efforts, including call-out campaigns and letter campaigns as requested by the PRDOH.
- 4.2.5. Provide written correspondence to all Applicants to relay the status of their file at critical stages. Correspondence may be sent via electronic or postal mail, depending on the nature of the notification or the communication preferences of the Applicant.
- 4.2.6. Provide Applicant technical assistance services to Applicants as required. This includes providing technical assistance to facilitate successful timely completion of eligibility review, underwriting, award coordination, disbursement of grant funds, and other Program milestones.
- 4.2.7. Adhere to reasonable customer service standards established by PRDOH. This may include tasks such as sending mass communication to Applicants whose applications may be on hold for any number of reasons.
- 4.2.8. Address, refer, or inform to PRDOH any communications, including inquiries or requests for information, as established in PRDOH policies.
- 4.2.9. Document outreach efforts and outcomes. Collaborate with PRDOH to establish key performance indicators and goals for outreach.
- 4.2.10. Follow PRDOH-established policies and procedures for conducting due-diligence in attempts to reach non-responsive and/or non-cooperative Applicants.
- 4.2.11. Any other task necessary to ensure proper relations of PRSTRT with its assigned Applicants.

4.3. Application Intake

- 4.3.1. Accept all Applicants, including those referred by the CDBG-DR Call Center or Municipalities Offices and related to the Re-Grow Program. Intake can be performed at on-site or off-site locations for special events or for Applicants with special needs. Intake will also be done using web-based application or over the phone.
- 4.3.2. Educate and guide the Applicant through the application information and document requirements and timing.
- 4.3.3. Assist the Applicant in the evaluation of his/her options.

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- 4.3.4. Collect required documentation as outlined in Program Guidelines. .
Collection of documents includes making contact with Applicants to assist and inform of outstanding items.
- 4.3.5. Collaborate with Applicants and collect all relevant information required to make a Benefit Determination and Verification, including Duplication of Benefits (DOB).
- 4.3.6. Request any additional information that may be required from the Applicants, including multiple contact attempts as needed.
- 4.3.7. Verify that information submitted by Applicants is recorded in the system of record; contact the Applicant to resolve any missing or incomplete items.
- 4.3.8. Document communications with Applicants regarding the status of their applications and subsequent related processes. All communication with Applicants shall be recorded in the system of record.
- 4.3.9. Any other task necessary to complete the intake process of Applicants.

4.4. Eligibility Review

- 4.4.1. Perform a review of all documents required from Applicants and third parties and ensure that the provided documents are sufficient according to Program policies and procedures.
- 4.4.2. Work with Applicant, municipalities, taxing authorities, insurance companies, third-party inspectors, lenders, other vendors, and by using automated software such as underwriting software, as needed, to collect information to perform a complete eligibility verification of the applications.
- 4.4.3. Work in coordination with PRDOH to maintain records and communications for detection and prevention of fraud, waste, and abuse (FWA) of federal funds. FWA items must be addressed in accordance with established PRDOH policies.
- 4.4.4. Review documents and information provided by the Applicant to determine Program eligibility or ineligibility, in accordance with Re-Grow Program policies and procedures, as may be amended from time to time.
- 4.4.5. Send eligibility, ineligibility, missing documents letters, and any other required Program notifications. Notifications may be sent via email or postal mail, in accordance with any applicable regulations and Applicant communication preferences.
- 4.4.6. Advise Applicants who are deemed ineligible and inform them of the applicable appeals process.
- 4.4.7. Provide eligibility decision justification to appeals team, when necessary.
- 4.4.8. Review all open application, eligibility determination, and/or Applicant issues.

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- 4.4.9. Document communications with Applicants regarding the status of their applications and subsequent related processes.
- 4.4.10. Any other task necessary to complete timely eligibility review of applications.

4.5. Environmental Review

- 4.5.1. Obtain all information required to determine the level of environmental review to be conducted. Review and submit to PRDOH all required forms for environmental reviews and provide all required documentation to support the environmental findings for exempt activities, activities requiring a Categorical Exclusion (CE) not Subject to 24 C.F.R. § 58.5, a Categorical Exclusion Subject to § 58.5, or Environmental Assessments.
- 4.5.2. Compile and submit to PRDOH all required forms for environmental reviews and provide all required documentation to support the environmental findings for exempt activities, activities requiring a CE not Subject to 24 C.F.R. § 58.5, a CE Subject to 24 C.F.R. § 58.5, and Environmental Assessments.
- 4.5.3. Consult and coordinate with necessary local, Government, or federal agencies to facilitate required environmental clearance, when applicable.
- 4.5.4. Coordinate for the preparation of responses to comments received from public or private entities during comment phases of the environmental review, when applicable.
- 4.5.5. Coordinate with Applicants and PRDOH to ensure the appropriate level of environmental review is performed and no un-authorized work is conducted prior to issuance of the Authorization to Utilize Grant Funds (AUGF), when applicable.
- 4.5.6. Submit of a copy of the environmental review in the PRDOH system of record.
- 4.5.7. Perform all necessary site visits to the project location during the development of the environmental review and include findings from the site visit as part of the environmental review record.
- 4.5.8. Prepare and submit publications for all public notices including, but not limited to, Finding of No Significant Impact (FONSI), Request for Release of Funds (RROF), and early and final notices for compliance with E.O. 11990 and E.O. 11988, as required.
- 4.5.9. Provide documentation of clearance for parties known to be interested as required by 24 C.F.R. § 58.43
- 4.5.10. Complete environmental re-evaluations per 24 C.F.R. § 58.47, as required.

4.5.11. Any other task necessary to complete the environmental review process.

4.6. Underwriting and Financial Review

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- 4.6.1. Gather documents and data – Assist Applicants in providing, and obtaining all documentation required to perform underwriting for Re-Grow grants, inclusive of, but not limited to, information regarding previous benefits received from public and private sources, financial statements, credit reports, external funding commitments, and tax returns. Assistance may include, but is not limited to, providing technical assistance or guidance to Applicants, or contacting third party entities on the Applicant's behalf to obtain information.
- 4.6.2. Perform grant underwriting based on PRDOH established underwriting criteria, and in conformance with the requirements of 24 C.F.R. part § 570, Appendix A for economic development activities, inclusive of:
- 4.6.2.1 Reasonableness of project costs
 - 4.6.2.2 Verifying that all project funding sources are accurate and committed
 - 4.6.2.3 That to the extent practicable, CDBG-DR funds are not substituted for non-Federal financial support
 - 4.6.2.4 That the project is financially feasible
 - 4.6.2.5 That to the extent practicable, the return on the owner's equity investment will not be unreasonably high
 - 4.6.2.6 That to the extent practicable, CDBG funds are disbursed on a pro rata basis with other finances provided to the project
- 4.6.3 Determine Applicant award amounts based on Re-Grow policies and procedures, to and with consideration for preventing duplication of benefits.
- 4.6.4 Use third-party datasets, as provided by PRDOH, to research previous benefits received by Program Applicants and account for previous benefits received that are duplicative and non-duplicative of funding provided by the Re-Grow Program.
- 4.6.5 Obtain credit reports for Applicants, in accordance with applicable statutory and regulatory requirements.
- 4.6.6 Send award notification, underwriting requests for information, underwriting fail notifications and any other required Program notifications. Notifications may be sent via email or postal mail, in accordance with any applicable regulations and Applicant communication preferences.
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4.6.7 Any other function necessary to support and complete underwriting review of applications.

4.7. Award Coordination

- 4.7.1 Inform the Applicant about the award in writing and provide him with guidance as to the next steps to be taken by the Program.
- 4.7.2 Schedule and conduct award coordination meeting to ensure that the Applicant is informed about the process, the eligible items for purchase with award funding and the conditions of accepting a Re-Grow award prior to signature of the grant agreement. This information may be shared in-person, via telephone, or using virtual meeting platforms.
- 4.7.3 Coordinate signature of grant agreement and collect any other documents or information required prior to disbursement of award, which may include bank account information, quotes, or estimates for planned expenditures, etc.
- 4.7.4 Obtain and upload to the PRDOH system of record all required documents, signed and/or notarized when necessary.
- 4.7.5 Submit timely requests for disbursement of Applicant awards from PRDOH, using templates provided by PRDOH.
- 4.7.6 Disburse grant funding in any other agreed upon mechanism to Applicants within **seven (7) business days** of receipt of funding from PRDOH.
- 4.7.7 Any other task required to support timely award and disbursement of awarded grant funding.

4.8. Agreement Management

- 4.8.1 Work with awarded Applicants to gather documents and data demonstrating expenditure of awarded funding in accordance with the terms of the agreement.
- 4.8.2 Work with award Applicants to gather documents and data to support achievement of a HUD National Objective, including but not limited to information on number of LMI jobs created or retained, LMI service area, documented evidence of meeting an urgent need, or elimination of slum and blight.
- 4.8.3 Monitor awarded Applicant for continued compliance with ongoing terms or responsibilities through the expiration date of the Applicants' grant agreement.

- 4.8.4 In the event of an Applicant default on terms of the grant agreement, coordinate corrective actions, including recapture of Program funding, as may be required.
- 4.8.5 Designate subrecipients via a non-biased selection method (application or other selection method) to provide necessary programmatic services.
- 4.8.6 Assess Capacity of subrecipients including but not limited to: grant management history, staffing, program activity experience, financial and tracking systems etc.
- 4.8.7 Hold selected subrecipients to all applicable administrative, financial and cross cutting federal rules and requirements through monitoring and oversight activities.
- 4.8.8 Execute agreements with subrecipients including but not limited to: statement of work/scope of services, period of performance, records to be maintained, reports to be submitted, administrative/financial/cross-cutting requirements, provision on suspension/termination, and reversion of assets or enforcement etc.
- 4.8.9 Perform subrecipient oversight and monitoring including but not limited to: staff oversight responsibilities, policies procedures and tools, nonperformance issue resolution etc.
- 4.8.10 Provide selected subrecipients with training and/or technical assistance including but not limited to: knowledge of program requirements and cross-cutting federal requirements, size and complexity of the program, financial management indicators, management factors, citizen complaints.
- 4.8.11 Establish schedule for reviewing performance, establish milestones and performance indicators, track financial progress, and track programmatic performance through reporting tools etc.
- 4.8.12 Establish a procedure for the evaluation and selection of its Subrecipients in compliance with applicable regulatory requirements and/or any requirements imposed by the PRDOH. Submit to PRDOH for review sufficient information and/or documentation to evidence compliance with the above and process of selection.
- 4.8.13 Execute a Subrecipient Agreement with selected Subrecipients. Submit to PRDOH for review the Subrecipient Agreement to be used in engaging such entities to ascertain that it contains necessary requirements.

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4.9. Application Closeout

- 4.9.1 Ensure that all Program funding has been expended as stipulated in terms of grant agreement and suppliers have completed all tasks required by the award to the Applicant.
- 4.9.2 Ensure that all payments for tasks performed as related to the Applicants and their awards have been performed by the PRSTRT and all applicable PRDOH quality control reviews have been completed.
- 4.9.3 Ensure that all supporting documentation, information, and log of Applicant communications is included in the application file.
- 4.9.4 Ensure that all environmental activities were performed, and the all environmental permits are closed out.
- 4.9.5 Ensure that the Applicant was able to obtain flood insurance, if applicable, after Program funded activities are completed.
- 4.9.6 Ensure compliance with 2 C.F.R. part 200 Subpart F, 24 C.F.R. § 570.509, Closeout Notices, and PRDOH CDBG-DR Closeout Process, as may be applicable to the application.
- 4.9.7 Any other task necessary to ensure proper closeout of the Re-Grow Application.

4.10. Compliance with Cross-Cutting Requirements

- 4.10.1 Uniform Relocation Act – Ensure all Program activities comply with the URA, as outlined in its implementing regulation at 49 C.F.R. § 24, and in accordance with the PRDOH URA and Residential Anti-Displacement Policy Guide.
- 4.10.2 Ensure Re-Grow Program Activities are carried out in a manner that is compliant with applicable cross-cutting requirements as outlined in the PRDOH cross-cutting policy guide, as may be amended from time to time.

4.11. Project Management

- 4.11.1 Establish, communicate, prioritize, and enforce production and performance goals in alignment with Program priorities and objectives. Lead coordination and control over execution of all Program activities.
- 4.11.2 Monitor and control team performance (including all staff and vendors under the PRSTRT's direct and indirect supervision) in accordance with established performance goals, regulatory compliance, and quality standards and recommend corrective action and/or performance plan

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for underperforming team members, subcontractors, vendors, or other staff.

- 4.11.3 Act as point of contact between the PRDOH or its representative, Applicants, and elected officials for all Re-Grow issues. Lead, coordinate, and facilitate all necessary high profile, Program-wide public presentations and meetings, Applicant meetings and government or non-government stakeholders' meetings.
- 4.11.4 Create, maintain, and control project plan which includes clear critical path, task dependencies, identified slack, resource allocation (including human and other resources), and activity status.
- 4.11.5 Deliver staff listed in Exhibit C promptly to support Program demands, which may increase and decrease or change throughout the Program life cycle. Ensure sufficient staff at all times to support timely and efficient Program operations.
- 4.11.6 Establish, communicate, and enforce standard, efficient, and streamlined processes and strategies to support delivery of Program goals, risk management, quality assurance, stakeholder management, and change management; engage in total quality management practices to regularly evaluate effectiveness of established processes and implement change when needed. Processes may be subject to PRDOH review and approval.
- 4.11.7 Lead and review all program monitoring activities to prepare and present reports, data, documents, or other information as required by the PRDOH, HUD, the US Office of Inspector General (OIG), or other oversight entities.
- 4.11.8 Engrain transparent, regular reporting to ensure stakeholders of all levels and importance remain informed and empowered to make decisions and report on issues such as, but not limited to: risk, Program progress, milestones achieved, performance issues, Program successes, compliance concerns, and Program demographics.
- 4.11.9 Maintain a complete understanding of all applicable Program policies, requirements, procedures, guidelines; and shall possess knowledge of regulatory and statutory compliance requirements for CDBG-DR and similar programs/projects. Ensure all Program participants, including Applicants, vendors, and stakeholders are aware of all policy changes.
- 4.11.10 Identify and promote any other function in support of the successful achievement of Program's objectives.

4.12. Document Control and Management

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- 4.12.1 Store, archive, and retrieve physical documents and electronic images of all paper documents, Applicant-related emails, correspondence, training material, policies and procedures, and other documents or materials as may be required.
 - 4.12.2 Establish and maintain protocols for physical file management, as applicable, to include, among other things, access to a file, tracking of location and possession of a file, and return of a file.
 - 4.12.3 Ensure all project information and documentation is available at all times in the system of record.
 - 4.12.4 Any systems, tools, or technology provided must meet Personal Identifiable Information (PII) requirements as outlined in the Privacy Act of 1974, 5 U.S.C. § 552a (Privacy Act), 24 C.F.R. part 5, and PRDOH policy for protection of PII.
 - 4.12.5 Provide sufficient, appropriate document control and management to meet the financial and documentation requirements for CDBG-DR grants. At a minimum, the following records are required:
 - 4.12.5.1 Records providing full description of each activity;
 - 4.12.5.2 Records verifying that activity meets national and grant objectives;
 - 4.12.5.3 Records related to demonstrating eligibility of activities;
 - 4.12.5.4 Records required to document activity related to real property;
 - 4.12.5.5 Records documenting compliance with cross-cutting requirements, as applicable;
 - 4.12.5.6 Financial records and reports required by the Program; and
 - 4.12.5.7 Records supporting any specific requirements of the Re-Grow Programs or the CDBG-DR allocations.
 - 4.12.6 Any other task necessary for the proper document control management.

4.13. Systems Development and Maintenance

- 4.13.1 Provide Applicant status and documentation tracking capabilities within grant management system.
- 4.13.2 Ensure digital application captures sufficient information to satisfy all requirements outlined in Program Guidelines.
- 4.13.3 Provide information storage and tracking capabilities for agreed applicable HUD requirements.
- 4.13.4 Ensure all Program Applicant correspondences are automated through the system for efficient status communications with Applicants through all stages of application received through closeout.

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- 4.13.5 Provide functionality for storing information and statuses of all Program Applicants and their progress through the Program.
 - 4.13.6 Ensure sufficient system security protocols remain in place and maintained for all Program information, including necessary SSL certificates and encryption methods for all data transmitted within the system.
 - 4.13.7 Develop data mapping capabilities that enable PRDOH access and retrieve all vital Program information needed to monitor grants and Program progress. Support PRDOH in retrieval and understanding of all programmatic data. Vital Program information reports will be generated on a weekly basis.
 - 4.13.8 Establish a data back-up and redundancy plan for all data transmitted through the system.
 - 4.13.9 Train all systems users sufficiently to utilize Program systems for efficient implementation and documentation tracking within systems.
 - 4.13.10 Collaborate with PRDOH for periodic systems assessments and improvements as needed.
 - 4.13.11 Ensure reporting capabilities for performance metrics to measure Program progress are in place.

4.14. Accounting and Reporting

- 4.14.1 Provide status reports on a regular basis to keep the PRDOH informed of progress.
- 4.14.2 As requested, meet with the PRDOH to discuss the status of the project, Applicant concerns, and any other issues that may have arisen during the administration of the assigned Re-Grow Program.
- 4.14.3 Provide the PRDOH with project progress reports on demand, as well as access to the project management system for PRDOH to monitor the project.
- 4.14.4 Report on information that includes project activity deemed critical by the PRDOH.
- 4.14.5 Compile and review information necessary to prepare reports required under HUD regulations.
- 4.14.6 Account for and reconcile, (a) all federal funds requested and drawn from HUD and awarded to grant recipients, (b) all funds returned by Applicants, (c) all funds deposited by Applicants to reduce duplicative benefits potential award gap, and (d) all other funds returned by Applicants.

- 4.14.7 Reconcile with the PRDOH, on an established periodic basis, a complete inventory of assets with an acquisition price of five hundred dollars (\$500) or more and a useful life of one (1) year or longer, furnished by the PRDOH or funded by the CDBG-DR grant, including items such as: equipment, furniture, computers, phones, laptops, network printers, network equipment, etc., if applicable.
- 4.14.8 Review and submit recommendations for approval of CDBG-DR funding requests if needed.
- 4.14.9 Review requests for payment from Applicants for CDBG-DR awards. This will include review of all reimbursement of eligible costs as well as cost feasibility.
- 4.14.10 Any other task necessary to ensure proper accounting and reporting as related to the Program.

4.15. Program-Based Reconsideration Requests and Complaints Resolution

- 4.15.1 Coordinate resolution of complaints or Program-based reconsideration requests as related to Re-Grow Program, in accordance with PRDOH complaints management policies, where applicable.. Program-based reconsiderations requests must be received in writing to be considered.
- 4.15.2 Perform interviews, surveys, or investigation needed to determine validity and resolution or determination of submitted Program-based reconsideration requests or complaints, in accordance with applicable PRDOH policies.
- 4.15.3 Provide prompt report to PRDOH of complaints received and identified resolution or mitigating action, in accordance with applicable PRDOH policies. Collaborate with PRDOH Legal Division as needed to resolve complaints.
- 4.15.4 Prepare documentation requested by PRDOH as it may apply. Comply with any requests from the PRDOH as related to reconsiderations, administrative review requests, or complaints.
- 4.15.5 Inform Applicants in writing of determination made regarding Program-based reconsideration requests. Respond in writing to all complaints received in writing.
- 4.15.6 Maintain record of all Program-based reconsideration requests and complaints and provide report on the same as requested by PRDOH.
- 4.15.7 Any other tasks necessary to support the prompt and adequate resolution of complaints and adjudication of Program-based reconsideration requests and administrative review requests, in accordance with applicable PRDOH policies.

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4.16. Agriculture Technical Assistance Offerings

- 4.16.1 Provision of agricultural skill building educational activities through existing or expanded programmatic offerings.
- 4.16.2 Provide programmatic offerings that support identified farmer needs and service gaps currently existing in the agricultural economic sector.
- 4.16.3 Create or collaborate to offer farmer support services that build capacity across the industry.

5. Time Performance

The Program shall be completed in a **thirty-six (36) month** period, as per the Term stated in the Agreement.

6. Budget

The PRSTRT's budget for the delivery of Program activities is thirty million four hundred and seventy one thousand nine hundred and ninety nine dollars and fifty two cents (\$30,471,999.52).

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EXHIBIT B

TIMELINES AND PERFORMANCE GOALS

RE-GROW PR URBAN RURAL AGRICULTURE PROGRAM

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Timelines and Performance Goals for the Re-Grow PR Urban Rural Agriculture Program (**Re-Grow Program** or **Program**) for the Puerto Rico Science, Technology, and Research Trust (**PRSTRT**) are outlined below as they correspond with the tasks outlined in Exhibit A- Scope of Work. Any reference made to the start or completion of a specific task outlined below speaks to begin and end of that task as it relates to a specific application. The tasks and timelines and performance goals contained herein with a description of begin and end shall be completed in accordance with identified performance and timing goals described for each application which requires completion of the task. It is understood that for all application-specific tasks, Applicant cooperation is needed to some extent. If the task cannot be completed due to non-responsiveness, non-cooperation, withdrawal, or other Applicant-initiated or Applicant-created barriers, the barrier shall be adequately documented in the Program system of record to demonstrate why completion of the task was not possible or not possible within established timeframes. In accordance with Program Guidelines, PRDOH will perform monitoring and oversight functions of PRSTRT's performance in carrying out the tasks contained in this Exhibit B, as necessary.

TASK 1: OFFICE CONFIGURATION AND LOGISTICS

The office configuration and logistics tasks refer to having the tools, resources, and space required to provide services under the Re-Grow Program.

- PRSTRT shall deliver staff, equipment, and software required to accept and process applications remotely by **Program Launch Date**, that will begin within **thirteen (13) business days** of **SRA full execution**.
- Physical office space shall be established and available to accept Applicants and other stakeholders in person within **one (1) month** of execution of the Subrecipient Agreement (**SRA**). Physical office space may be existing space possessed by PRSTRT, a portion or space shared with other programs or functions of PRSTRT, or a stand-alone Re-Grow Program Center.
- Physical office space and remote work capabilities shall be maintained in good working order to support Re-Grow Program activities for the **duration of the SRA**.
- Satellite offices shall be established as needed.

TASK 2: APPLICANT CASE MANAGEMENT AND APPLICANT COMMUNICATIONS

Applicant case management and communications refers to the overall technical assistance, communication, relationship management, interview, and pursuit of information from Re-Grow Program Applicants. This task also encompasses external relations, collaboration with PRDOH public relations team, and general outreach activities. This task is expected to persist throughout the life of the project, with the focus and frequency of communications shifting throughout the Program lifecycle.

- Calls transferred from PRDOH call center shall be answered at a minimum rate of **75% of calls answered** throughout the duration of the SRA¹.
- Unanswered calls, both those unanswered calls transferred from PRDOH call center and unanswered calls directly to PRSTRT, shall be returned within **two (2) business days** of the missed call. Successful and unsuccessful outbound calls shall be recorded in the Program system of record when such calls are associated with existing Program applications.
- Provide response to all inquiries, complaints, issues, and communications items referred by PRDOH within **five (5) business days** of receipt. It is preferred that responses to issues referred by PRDOH are attended to earlier than the **five (5) business day period**, when possible.
- Written correspondence outlined in Re-Grow Program policy or procedures, shall be sent to Applicants within **one (1) business day** of the event triggering the correspondence. Events that trigger standard written correspondence include, but are not limited to: eligibility determination, determination of award, missing documents or missing information, adjudication of Program-based reconsideration requests, Applicant-initiated withdrawal, non-responsive Applicants, application closeout or de-activation, and other events as may be determined by amendments or revisions to Program Guidelines or Program standard operating procedures.
- Respond to Applicant communication within **two (2) business days** of receipt of communication.
- Refer inquiries or complaints, including recommended response or resolution to PRDOH within **two (2) business days** of receipt of inquiry or complaint. High-profile inquiries are those which come from elected officials, oversight entities, media, or other well-known organizations.
- Information requested by PRDOH in support of marketing and outreach efforts shall be provided within **three (3) business days** of request.

TASK 3: APPLICATION INTAKE

¹ Call answer rate shall be monitored during business hours only. Call received outside of normal business hours are not subject to the answer rate outlined herein.

Application intake is the task referring to collecting applications from interested businesses. Application intake begins with conveying information about the Re-Grow Program to the public and interested parties and ends when complete applications are received in the Program system of record. It is expected that application intake will begin within **thirteen (13) business days of SRA full execution**, which could be extended due to an Act of God or force majeure, and that application intake will persist for several months. In the event of an Act of God or force majeure which delays beginning of application intake, PRSTRT shall notify PRDOH of any such delay and shall make a good faith effort to start application intake, as soon as reasonably practicable. An application intake period close date may be later determined based on Program demands and subscription levels. PRDOH will inform PRSTRT in writing of the application intake close date. PRDOH reserves the right to initiate subsequent application intake periods after the initial period has closed, if Program demands and budget allows. PRDOH shall notify PRSTRT in writing of any subsequent application intake period(s).

- Applicant referrals from the CDBG-DR call center, municipal offices, or PRDOH shall be contacted to initiate submission of an application and to provide technical assistance in the submission of an application within **five (5) business days** of referral. If it is not possible to reach the referred Applicant, PRSTRT shall document its reasonable attempts to do so.
- A dedicated staff member, typically those staff dedicated to performing intake and eligibility reviews, must be assigned to each application within **ten (10) business days** of receipt of the application. Such assignments shall be tracked and recorded in the Program system of record. Assignments not made in the Program system of record shall not be considered.
- Documents submitted by Applicants after the time of original application submission shall be uploaded to the Program system of record within **two (2) business day** of submission.

TASK 4: ELIGIBILITY REVIEW

Eligibility review is the task related to determining whether an Applicant meets eligibility criteria to participate in the Re-Grow Program. The eligibility review task begins when an application is submitted and ends when the Applicant is notified that the business is eligible or not eligible for the Program. Throughout the eligibility review task, proactive communication with Applicants and/or third-party entities is needed to ensure that Applicants understand what is required to demonstrate eligibility, to provide technical assistance, or to collect outstanding information directly from Applicants or third parties. The eligibility review task overall will persist as long as Program demands.

- Initial eligibility review for submitted applications shall be completed within **twenty (20) business days** from the date a dedicated team member is assigned to the case. Initial eligibility review shall be considered complete when one of the following actions occurs: (1) Applicant is notified in writing that they are eligible; (2) Applicant is notified in writing that they are not eligible; or (3) Applicant is notified in writing that documents and/or information needed to make a determination of eligible or not eligible is missing and must be submitted.

TASK 5: ENVIRONMENTAL REVIEW

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Environmental review is the task that documents compliance with applicable HUD environmental regulations. Environmental level of review for the Re-Grow Program is variable, based on the scope of items to be funded with Re-Grow Program grant funds. The environmental review task begins when an Applicant is notified that they are eligible for the Re-Grow Program and ends when the application file contains documented evidence that the appropriate level of environmental review has been completed. This task may be completed concurrently with the Underwriting task.

- Documented compliance with applicable environmental standards must be submitted and approved by PRDOH prior to completion of Underwriting review for each application.

TASK 6: UNDERWRITING AND FINANCIAL REVIEW

Underwriting and financial review is the task by which the Re-Grow Program determines that the eligible entity and project comply with HUD Underwriting Criteria. It is during the underwriting and financial review task that duplication of benefits review is completed, and duplicative and non-duplicative assistance previously received by the Applicant is quantified. The underwriting and financial review task begins when an Applicant is notified in writing that they are eligible for the Re-Grow Program and ends when underwriting review is complete. Underwriting review can be complete with any of the following outcomes: (1) Award amount is determined (taking duplicative assistance into consideration); (2) the Applicant is deemed not to comply with HUD underwriting criteria and therefore not eligible to receive an award and is notified in writing of such determination; or (3) Applicant fails to provide sufficient information to complete underwriting review, after being given adequate opportunity to do so.

- A staff member shall be specifically assigned to complete underwriting review within **ten (10) business days** of the Applicant being notified of his/her eligibility.

- Initial underwriting review shall be completed within **ten (10) business days** of assignment of staff to conduct underwriting review. Initial underwriting review shall be considered complete at such time when: (1) Applicant award is determined; (2) Applicant is notified in writing that they do not comply with HUD underwriting criteria and is thus not eligible to receive an award; or (3) Applicant is notified in writing that documents and/or information required to complete underwriting review are missing and must be submitted.
- Underwriting quality control (QC) reviews shall be completed within **ten (10) business days** of the case being submitted for said review. Underwriting QC review shall be considered complete when: (1) QC review concurs with the determinations made; or (2) the QC review reveals deficiencies.

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TASK 7: AWARD COORDINATION

The award coordination task is inclusive of tasks required to inform Applicants of Program award and the responsibilities associated with accepting an award, and collection of requisite documents for acceptance of award and disbursement, as outlined in Re-Grow Program Guidelines and/or standard operating procedures. The award coordination task begins after the underwriting and financial review has deemed the Applicant eligible for award and determined the amount of said award. The award coordination task ends when funds are disbursed to the awarded Applicant.

- Award coordination meeting shall be conducted within **ten (10) business days** of sending notification of award. If it is not possible to schedule or conduct within **ten (10) business days**, the Applicant file should be documented to include reasonable efforts taken to schedule award coordination meeting and reasons said meeting was not conducted.
- Submit invoices to request disbursement of grant funding on a regular basis, not less than once per month².
- Disburse grant funds to awarded Program Applicants within **seven (7) business days** of receipt of said funds from PRDOH.

TASK 8: AGREEMENT MANAGEMENT

The agreement management task applies to management of applicants for grants through the program as well as selected subrecipients who sign subrecipient agreements for the performance of designated programmatic activities.

² It is expected that during some months, there will not be Program demand for grant award invoice requests. During months when no grant awards are pending to be invoiced to PRDOH, invoices need not be submitted for grant awards.

For grant applicants, this task generally involves ensuring that awarded Applicants comply with the specific terms and conditions of the grant agreement for the Re-Grow Program grant award. The agreement management task begins at the point when an Applicant has an executed grant agreement and ends when the agreement is closed and all terms and conditions contained therein are met.

- Perform initial review of expenditure of grant funds within **ten (10) business days** of the date stipulated in the agreement by which the Applicant must demonstrate compliant expenditure. Initial review of expenditure shall be considered complete when: (1) Expenditures are deemed compliant and properly documented in Program system of record; (2) Expenditures are deemed non-compliant and recapture of funds has been initiated; or (3) the Applicant is notified in writing that documents and/or information required to document expenditure are missing and must be submitted.
- Document HUD National Objective within **ten (10) business days** of the date stipulated in the agreement by which the Applicant must demonstrate achieving a HUD national objective.
- Notify PRDOH within **five (5) business days** of determining that an Applicant must repay all or a portion of the Re-Grow Program grant.

For selected subrecipients, this task generally includes subrecipient selection process, subrecipient agreement execution, oversight, monitoring, training, and assessment of capacity to perform agreed upon tasks as per the agreement signed. The agreement management task for subrecipient oversight begins at the point the subrecipient agreement is executed and ends when the subrecipient has performed all agreed upon work and complied with all terms and conditions therein.

- Execute subrecipient agreements with selected sub-recipients within **two (2) weeks** of formally selecting through non based processes, when feasible.
- Have in place monitoring plan and sufficient staff allocated to monitoring of subrecipients upon executing sub-recipients with entities selected to perform programmatic work.
- Begin providing necessary trainings to subrecipient within **one (1) month** of subrecipient agreement execution.
- Clearly provide necessary reporting outline, timeline, and templates for subrecipient within **one (1) month** of execution of the agreement.

TASK 9: APPLICATION CLOSEOUT

The application closeout task encompasses the final quality control review and collection of any outstanding documents and/or information required to ensure

application file is complete prior to marking the case as closed. The application closeout task begins after all funds have been expended, expenditures have been documented as compliant and a HUD national objective has been recorded. The application closeout process ends when the application file is marked closed and the Applicant is notified in writing that their Re-Grow Program application has been closed.

- Complete closeout of applications within **twenty (20) business days** of documented compliant expenditure and achievement of a HUD National Objective.

TASK 10: COMPLIANCE WITH CROSS-CUTTING REQUIREMENTS

The compliance with cross-cutting requirements task involves ensuring that all activities associated with the Re-Grow Program are performed in accordance with cross-cutting Federal, State, or local regulations and PRDOH cross-cutting policies and procedures. This task shall endure through the life of the SRA and may extend beyond the life of the SRA for cross-cutting items that require such. PRDOH will be available to provide technical assistance and guidance on cross-cutting requirements throughout the life of the grant. If technical assistance is needed, PRSTRT should request it immediately upon identifying the need.

TASK 11: PROJECT MANAGEMENT

The project management task refers to the general management of human resources, tasks, schedules, risk, stakeholders, change implementation, training, and reporting for the Re-Grow Program. This task shall endure for the life of the SRA.

- Within **one (1) month** of execution of the SRA, establish initial production and performance goals for completion of eligibility review, underwriting and financial review, and award coordination and disbursement. Goals shall be set in collaboration with PRDOH and revisited or adjusted quarterly or as needed.
- Provide PRDOH with reports regarding Program progress and production at a frequency to be determined by PRDOH.
- Provide PRDOH with ad hoc reports within **five (5) business days** of request, when feasible.

TASK 12: DOCUMENT CONTROL AND MANAGEMENT

The document control and management task refer to proper storage, archival, and use of documents and information collected by the Re-Grow Program, including information and/or documents which may include Personal Identifiable Information

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(PII). This task shall persist through the life of the SRA and beyond as specified in the SRA.

- Report any data breach, identified cause and scope of breach, and recommended solution to PRDOH within **three (3) business days** of identified breach. PRSTRT shall continue to work with PRDOH until the breach is resolved, as necessary.

TASK 13: SYSTEMS DEVELOPMENT AND MAINTENANCE

The systems development and maintenance task include general tasks associated with development, modification, and maintenance of information technology systems related to the Program. This task shall include all work scope associated with continual functionality of these systems for the entirety of the SRA.

- Ensure application is developed, tested, and ready for receiving applications by Program launch date.
- Within **one (1) month** of Program launch ensure grant management systems have minimum capability of Program document tracking, Applicant status tracking, automated programmatic notifications, application requirement data mapping.
- Within **two (2) months** of Program launch ensure systems have Program progress reporting capabilities for key performance indicators agreed upon with PRDOH.
- Establish data back-up, redundancy plans, and training for all system users within **three (3) months** of program launch.

TASK 14: ACCOUNTING AND REPORTING

The accounting and reporting task includes general tasks associated with basic accounting, reporting, and cost justification. This task shall persist through the entire term of the SRA and beyond as outlined in the SRA.

- Respond to PRDOH requests for monthly progress reports by the 5th-30th of the next month.
- Comply with periodic inventory of items furnished by PRDOH.

TASK 15: PROGRAM BASED RECONSIDERATION REQUESTS AND COMPLAINTS RESOLUTION (APPEALS PROCESS)

The Program-based reconsideration requests and complaints resolution task involves activities necessary to attend to citizen or Applicant complaints and to adjudicate Program-based reconsideration requests initiated by Program Applicants. This task is

expected to be recurring throughout the life of the SRA. The Program-based reconsideration requests and complaint resolution task is initiated when a citizen or Applicant submits a Program-based reconsideration request or a formal or informal complaint. The task is considered complete when a Program-based reconsideration request is adjudicated or when a complaint has been adequately responded to. PRSTRT shall also cooperate PRDOH with information and documents related to administrative review requests, as needed.

This task is based on PRDOH's policies and procedures related to Program-based reconsiderations requests, administrative review requests, and complaints. If any of these policies are modified during the duration of this SRA, this task will be modified accordingly without the need to amend this SRA. Meaning that these terms during which PRSTRT shall act as described herein, shall be contingent on PRDOH's policies and procedures.

- Inform PRDOH of complaints received and identified resolution or mitigating action within **fifteen (15) calendar days** of receipt of formal complaint.
- Respond to formal complaints within **fifteen (15) calendar days** of receipt.
- Adjudicate Program-based reconsideration requests within **fifteen (15) calendar days** of receipt.
- Submit information requested by PRDOH related to complaints or administrative review requests within **five (5) business days** of request. Timeline to respond to complaints or administrative review requests may be extended upon consideration of unique facts impacting the case.

TASK 16: AGRICULTURAL TECHNICAL ASSISTANCE OFFERINGS

Develop and provide agricultural skill building educational activities through existing or expanded programmatic offerings that support identified farmer needs and service gaps currently existing in the agricultural economic sector. Create or collaborate to offer farmer support services that build capacity across the industry.

- Begin development and implementation of task within **six (6) months** of Program launch.

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EXHIBIT C

KEY PERSONNEL

RE-GROW PR URBAN-RURAL AGRICULTURAL PROGRAM

Below is the Staffing Plan for the CDBG-DR **Re-Grow PR Urban-Rural Agricultural Program (Re-Grow Program or Program)** which reflects a combination of existing employees and new hired employees dedicated to the Program.

I. Roles Description:

| Role | Description |
|--|--|
| Chief Executive Officer | Provides executive leadership and oversight of externally funded projects to ensure meeting programmatic, as well as compliance requirements. |
| Chief Financial Officer | Responsible for the design and compliance of fiscal systems in compliance with the program and funding requirements. Responsible for organization's financial audits, including single audit procedures. Oversees all financial activities and supports reporting and invoicing requests. |
| General Counsel & Administrator | Responsible for managing contractual relations between the Trust, funders and agreements entered with program beneficiaries. Administer the legal, human and physical resources to support the effective and efficient operations of divisions and projects. Responsible for assisting on strategic and tactical legal initiatives and special projects. |
| Chief Marketing & Communications Officer | Oversees all marketing activities and communications of the programs. Activities include communications and media stakeholders, web and content development, social media, major events, among others. |
| Procurement Director | Responsible for managing the procurement processes to supply products and services for the performance of the program. Develops strategies to find cost-effective terms and suppliers, according to procurement policies. |

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| Compliance Officer | Provides guidance and support to ensure program compliance with all applicable regulations, statutes, and policies. Is up to date with compliance regulations and changes and advises the program director and the executive team on compliance matters and concerns. Monitors and oversees subrecipients performance ensuring compliance with applicable federal and state policies and procedures. |
| RGRW Program Director | Monitors and oversees the performance, progress and compliance of the program on a daily basis to ensure effective use of funds and resources in accordance with grant contract terms and agency requirements, as well as ensures compliance with federal, state, and PRSTRT policies and regulations. Responsible for maintaining an efficient and complete administrative record of all grant activities. |
| Marketing & Communication Manager | Responsible for the coordination and execution of all marketing, communications and outreach efforts to promote program eligibility and benefits among target audiences. |
| Customer Service Manager | Manages the customer and technical assistance services operations on a daily basis. Oversees the customer service and technical assistance activities to ensure services are provided on time and according to the SOW specifications. |
| Senior Case Manager | Coordinates and provides service that is safe, timely, effective, efficient, equitable, and client centered. Handles case assignments, drafts service plans, reviews case progress and determines case closure. |
| Lead Underwriter | Responsible for the management and execution of the underwriting process in accordance with the SOW and timeline requirements. Advises on applicants grant eligibility based on individual financial assessments and analysis. |
| Additional Program Staff | |
| Grant Management Specialist | Provides technical guidance and supports the development, maintenance and troubleshooting of the program application system platform. Help prepare progress reports, dashboards, and help develop orientation materials and other resources required to inform about program progress. |
| IT Developer | Research, design, develop, and test operating systems-level software, compiles, and network distribution software for business, scientific, and general computing applications. May design, develop monitor and/or analyze information to determine, recommend, and explain installation of a new system or modification of an existing. Supports the program team with general IT related activities. Monitor functioning of equipment and train users to use new or modified equipment. |
| Legal Associate | Provides support in legal proceedings and draw up legal documents, contracts, and manage or advise on legal |

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| | transactions. Interprets laws, rulings, regulations and advise on transactions, legal rights and obligations. |
| Accounting Specialist | Contributes to the efficient and effective workings of the finance department by executing daily tasks with a strong attention to detail. Activities include processing of accounts payable and receivable, and ensure transactions meet internal and program controls when applicable. Assesses and processes employees expense reports and validates compliance with guidelines and requirements. |
| Procurement Specialists | Responsible for the supply of products and services to the program following established processes. Responsibilities include planning and coordinating supply management, procurement processes and/or delivery of products/parts and services following the Trust policy and other regulatory requirements, as needed. |
| Application Intake / Customer Service Representatives | Interact by telephone, email or in person with applicants and other individuals to answer questions, disseminate or explain program information, and address complaints. Assist and support applicants during the application process to ensure successful and timely submission of documents. May also provide technical services to applicants on a case by case basis. |
| Social Media Specialist | Supports the program branding strategy and the implementation of best practices on social media outlets such as: Facebook, Instagram, Twitter, YouTube, and others. Also supports web content creation, editing and posting. Will be responsible for the development execution and monitoring of social media plans and campaigns. |
| Graphic Designer | Supports the graphic design & digital requests for the program. This includes social media posts, digital assets, website updating, promo items design, digital campaigns, among others. To maintain the look and feel of the program, its digital presence and graphic identity. To develop a strong business identity to enable the community engagement desired for the program. |
| Case Managers | Handles case assignments, review application completeness and determine responsiveness and eligibility in accordance to program requirements. Defines and establishes communication to applicants during the eligibility and qualification process. Validates and processes documentation received from applicants throughout the application, management and closeout process. |
| Underwriters | Responsible to assess and validate all required information for eligible program participants. Perform grant underwriting based on the program criteria and in compliance with requirements. Analyze entities financial information to determine stability, project feasibility, duplication of benefits, among other tasks to determine award amounts for applicants. |
| Environmental Specialist | Performs applicant assessments to determine the level of environmental review to be conducted. Responsible to compile and submit all required forms to local or federal agencies to perform required environmental clearance or document |

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| | applicable exemptions. Performs site visits and document all findings, as needed. |
| Agronomists | Supports the program team in agricultural related capacities. Develop and perform specialized training and technical assistance services to applicants to enable and promote better and more efficient farming practices. Coordinate and represent the program in site visits to projects and industry events. |
| Program Manager | Coordinates for all Program projects. Supervises and organizes activities and ensures that project goals align with the program's objectives. Coordinates activities between multiple program projects ensuring they align with the organizational and programmatic goals. Provides strategic guidance to teams and project managers in ways that promote the programs goal. Oversees the progress of operations, staff, and project deliverables. |

II. Notes:

Direct support from the Trust executive team will be provided to the program as an in-kind contribution.

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EXHIBIT D – SECTION 1

BUDGET

RE-GROW PR URBAN-RURAL AGRICULTURE PROGRAM

DESCRIPTION SERVICES

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As stated on the CDBG-DR Action Plan, the Puerto Rico Department of Housing (**PRDOH**) allocated ninety-two million five hundred thousand dollars (\$92,500,000) to the Re-grow PR Urban Rural Agriculture Program (**Re-Grow Program or Program**), serving as a basis for the execution of a detailed Subrecipient Agreement (**SRA**) that complies with 2 C.F.R. part 200, related CDBG-DR regulation, and applicable Puerto Rico and Federal law and regulations.

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As a method of distribution, PRDOH is assigning thirty million four hundred seventy-one thousand nine hundred ninety nine dollars fifty two cents (\$30,471,999.52) to the Puerto Rico Science, Technology and Research Trust (**PRSTRT**). According to the current approved CDBG-DR Action Plan, the Program aligns with the ENC 9 and ECN 37 courses of action from the Puerto Rico's Recovery Plan.

With the funds provided, Puerto Rico will accelerate economic recovery of the Island's agricultural industry by promoting and increasing food security Island wide and enhancing and expanding agricultural production related to economic revitalization and sustainable development activities.

Please find below the Budget summary distribution.

EXHIBIT D - SECTION 2 - BUDGET

| | |
|----------------------------|---|
| Grant: | CDBG-DR |
| Contractor: | Puerto Rico Science, Technology, and Research Trust |
| Program: | Re-Grow PR Urban-Rural Agriculture Program |
| DRGR Activity Code: | R02E23RUR-DOA-UM / R02E23RUR-DOA-UN |

| Cost Type | Chart of Accounts Code | Activity Description | CONTRACT Budget |
|--|------------------------|--|------------------|
| ADMINISTRATION | | | \$ - |
| Costs | | | |
| | | | |
| TOTAL COSTS | | | \$ - |
| PLANNING | | | \$ - |
| Costs | | | |
| | | | |
| TOTAL COSTS | | | \$ - |
| PROJECT | | | \$ 30,471,999.52 |
| Project | | | |
| Grants | | Program Subsidy - LMI 70% | \$14,000,000.00 |
| Grants | | Program Subsidy - UN 30% | \$6,000,000.00 |
| | | | |
| TOTAL COSTS | | | \$ 20,000,000 |
| PROJECT ACTIVITY DELIVERY COSTS | | | |
| Costs | | Staffing Personnel Costs | 4,560,955.20 |
| Costs | | Sub-Awards / Contracts | 590,000.00 |
| Costs | | Other Operating Costs | 262,001.66 |
| Costs | | Equipment | - |
| Costs | | Indirect Costs (20.5% net of exclusions)** | 5,059,042.66 |
| TOTAL COSTS | | | \$10,471,999.52 |
| GRAND TOTAL | | | \$30,471,999.52 |

** Indirect Costs identified in this budget are based upon PRSTRT's 20.5% Indirect Cost Rate as submitted by PRSTRT and approved by U.S. DHHS on 2/26/2020. *(See supporting document attached)*. This rate will only be applicable to appropriate expenditures incurred and invoiced until such time that PRSTRT submits a new Indirect Cost Rate Proposal to U.S. DHHS, at which time PRSTRT's new ICR rate will prevail. It is assumed by PRDOH that such submission will be no later than 12/31/2020. Indirect cost are expected to be applied ratably on a monthly basis as Indirect cost are incurred.

The definition of the Modified Total Direct Cost (MTDC) is such that it includes *"All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, sub-awards and sub-contracts up to the first \$25,000 of each sub-award or sub-contract regardless of the period of performances under the award."*

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Budget Detail

Re-Grow PR Urban-Rural Agriculture Program

Subrecipient Name: Puerto Rico Science, Technology and Research Trust

STAFFING

| Position | Qty. of Resources [A] | Estimated Hours per month per Resource [B] | Estimated Hourly Rate [C] | Estimated Monthly Cost [D=AxBxC] |
|---|-----------------------|--|---------------------------|----------------------------------|
| Executive Support: | | | | |
| Chief Executive Director | 1 | 20 | \$0.00 | In-kind |
| Chief Financial Officer | 1 | 40 | \$69.81 | In-kind |
| General Counsel & Administrator | 1 | 40 | \$69.81 | In-kind |
| Chief Communications & Marketing Officer | 1 | 40 | \$50.61 | In-kind |
| Procurement Director | 1 | 40 | \$46.54 | In-kind |
| Compliance Officer | 1 | 80 | \$34.90 | In-kind |
| Re-Grow Project Staff: | | | | |
| Program Director | 1 | 160 | \$52.36 | \$8,377.60 |
| Program Manager | 1 | 160 | \$42.18 | \$6,748.80 |
| Grant Management Specialist | 1 | 80 | \$29.09 | \$2,327.20 |
| IT Developer | 1 | 80 | \$37.81 | \$3,024.80 |
| Legal Associate | 1 | 80 | \$34.90 | \$2,792.00 |
| Accounting Specialist | 1 | 160 | \$25.31 | \$4,049.60 |
| Procurement Specialists | 2 | 140 | \$24.43 | \$6,840.40 |
| Marketing & Communication Manager | 1 | 140 | \$29.09 | \$4,072.60 |
| Social Media Specialist | 1 | 100 | \$17.16 | \$1,716.00 |
| Graphic Designer | 1 | 100 | \$25.01 | \$2,501.00 |
| Customer Service Manager | 1 | 160 | \$32.00 | \$5,120.00 |
| Application Intake / Customer Service Specialists | 9 | 160 | \$26.18 | \$37,699.20 |
| Senior Case Manager | 1 | 160 | \$32.00 | \$5,120.00 |
| Case Managers | 2 | 160 | \$32.00 | \$10,240.00 |
| Lead Underwriter | 1 | 160 | \$32.00 | \$5,120.00 |
| Underwriters | 2 | 160 | \$26.18 | \$8,377.60 |
| Environmental Specialist | 1 | 160 | \$26.18 | \$4,188.80 |
| Agronomist | 2 | 160 | \$26.18 | \$8,377.60 |
| Total Estimated Monthly Cost: | | | | \$126,693.20 |
| Total Not to Exceed Cost for 36 Months: | | | | \$4,560,955.20 |

SUB - AWARDS / CONTRACTS

| Services Name | Services Description | Budget |
|---|--|------------------|
| Underwriting services | Underwriting Services: 150 cases/\$1,500; plus 2 training sessions/\$2,500 | \$230,000.00 |
| Agricultural skill building activities | Technical Assistance Center Workshops: \$120,000/year | \$360,000.00 |
| Total Budget for Services to be Awarded and/or Contracted: | | \$590,000 |

OTHER OPERATING

| Item Name | Item Description | Budget |
|-------------------------------|--|---------------------|
| Vehicles rental costs | Leasing of three (3) vehicles for program personnel | \$171,300.00 |
| Vehicles insurance | Vehicles insurance costs are determined as follows: \$7,080 per vehicle for 36 months, for a total of \$21,240 for three (3) vehicles. Out of this amount \$17,301.66 is allocated to the ReGrow budget and the remaining portion will be covered by PRSTRT. | \$17,301.66 |
| Handheld Devices Rental Cost | Hotspots for remote location in-take and customer service; \$65/month X 10 devices | \$23,400.00 |
| Travel | Mileage, tolls and per-diem; \$16,667/year | \$50,000.00 |
| Total Expenses Budget: | | \$262,001.66 |

EQUIPMENT

| Item Name | Item Description | Budget |
|-------------------------------|------------------|---------------|
| Total Expenses Budget: | | \$0.00 |

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Amendment A to PRSTRT (RE-GROW)

Final Audit Report

2020-11-04

| | |
|-----------------|--|
| Created: | 2020-10-30 |
| By: | Radames Comas Segarra (rcomas@vivienda.pr.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA0Qjj9C1i4hnjecFQAsAriNF8M8XckPwR |

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