



DEPARTMENT OF
HOUSING



CDBG-DR SUBRECIPIENT MANUAL

Applicable to all PRDOH CDBG-DR and CDBG-MIT
Programs

June 01, 2022

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PUERTO RICO DEPARTMENT OF HOUSING
CDBG-DR AND CDBG-MIT PROGRAM
SUBRECIPIENT MANUAL:
APPLICABLE TO ALL PRDOH CDBG-DR and CDBG-MIT PROGRAMS
VERSION CONTROL

VERSION NUMBER	DATE REVISED	DESCRIPTION OF REVISIONS
1	November 03, 2021	Original Manual
2	June 01, 2022	Revisions on topics on the selection of subrecipients, mandatory clauses in contracts, fixed assets, and communications guide, among other minor edits. Changes are highlighted in gray.

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	APPENDIX XIII.	Uniform Relocation Assistance Guide & Residential Anti-Displacement and Relocation Assistance Plan

¹ Refer to the Appendices Section at the end of this manual.

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CDBG OVERVIEW & PURPOSE

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SUBRECIPIENT RESPONSIBILITIES

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PRDOH RESPONSIBILITIES

1.1 INTRODUCTION: WHAT IS THE CDBG-DR PROGRAM?

On September 17, 2018 the U.S. Department of Housing and Urban Development (**HUD**) and the Government of Puerto Rico signed a Grant Agreement wherein Puerto Rico became the recipient of Community Development Block Grant-Disaster Recovery (**CDBG-DR**) funds with the Puerto Rico Department of Housing (**PRDOH**) acting as Grantee.² These block grant funds have been allocated for the purpose of the long-term recovery from Hurricanes Irma and María, which impacted the archipelago of Puerto Rico in September 2017. To date, Puerto Rico is the Grantee with the largest allocation of CDBG-DR funds in the history of the United States. This means that adequate expenditure of those funds is critical and oversight responsibilities are heightened.

As of January 2021, Puerto Rico has received two additional HUD allocations to address mitigation of current and future risks through a new CDBG-Mitigation (**CDBG-MIT**) grant announced in 2018, and an additional CDBG-DR allocation for the recovery from 2020 earthquake events. As the HUD CDBG-MIT and CDBG-DR grants are based on the same CDBG regulatory framework, administrative guidance in the Manual applies to both, unless otherwise specified.

These additional grant allocations to Puerto Rico are also administered by PRDOH and shall include program Subrecipients. Additional guidance on special conditions associated with the administration of these funds shall be amended into this guidance in the future. All allocations are published in the Federal Register which can be located at the links below:

FEDERAL REGISTER	LINK TO FEDERAL REGISTER
HURRICANES IRMA AND MARÍA RECOVERY	
Federal Register Notice Vol. 83, No. 28 (Friday, February 9, 2018), 83 FR 5844	83 FR 5844 83 FR 5844 (Spanish version)
Federal Register Notice Vol. 83, No. 157 (Tuesday, August 14, 2018), 83 FR 40314	83 FR 40314 83 FR 40314 (Spanish version)
Federal Register Notice Vol. 85, No. 17 (Monday, January 27, 2020), 85 FR 4681	85 FR 4681 85 FR 4681 (Spanish version)
MITIGATION FUNDS	
Federal Register Notice Vol. 84, No. 169 (Friday, August 30, 2019), 84 FR 45838	84 FR 45838 84 FR 45838 (Spanish version)

² CDBG-DR grants are subject to Title I of the HCD Act, (42 U.S.C. § 5301 et seq.) which governs all CDBG programs. Grantees are also subject to the CDBG regulations at 24 CFR Part 570, unless modified by waivers and alternative requirements included in the applicable Federal Register Notice. CDBG-DR grantees must also comply with the applicable requirements of 2 CFR Part 200, which provides the Federal government's guidance on administrative requirements, cost principles, and audit requirements.

Federal Register Notice Vol. 85, No. 17 (Monday, January 27, 2020), 85 FR 4676	85 FR 4676
	85 FR 4676 (Spanish version)
EARTHQUAKE RECOVERY	
Federal Register Notice Vol. 86, No. 3 (Wednesday, January 6, 2021), 86 FR 569	86 FR 569
	86 FR 569 (Spanish version)
Federal Register Notice Vol. 87, No. 23 (Thursday, February 3, 2022), 87 FR 6364	87 FR 6364
ELECTRICAL POWER SYSTEM	
Federal Register Notice Vol. 86, No. 117 (Tuesday, June 22, 2021), 86 FR 32681	86 FR 32681
	86 FR 32681 (Spanish version)

1.1.1 WHAT ASSISTANCE PROGRAMS ARE CURRENTLY AVAILABLE FOR HURRICANE RECOVERY IN PUERTO RICO?






The CDBG-DR Action Plan³ establishes the PRDOH CDBG-DR program hurricane recovery portfolio and includes the respective allocation and use of funds to address Puerto Rico's recovery from the impact of Hurricanes Irma and María. As per HUD, PRDOH as a state Grantee can carry out program activities through suited Subrecipients, as defined in the Code of Federal Regulations at 24 C.F.R. § 570.201(o). However, PRDOH as Grantee and steward of federal funds, is responsible for ensuring Subrecipient compliance and performance when managing federal grant awards. Noncompliance can result in the recapture of federal assistance dollars. As such, in efforts to comply with oversight requirements and ensure Subrecipients carry out activities adequately and efficiently, PRDOH desires to provide additional insight, direction and instruction on Subrecipient responsibilities and expectations.

There is a total of twenty **(20)** assistance programs within the PRDOH CDBG-DR portfolio. Subrecipients of each program are responsible for knowing the parameters of assistance as explained in the Program Guidelines and for maintaining awareness on any programmatic updates. This includes the release of revised Program Guidelines, which may occur from time to time to incorporate compliance revisions that result from evolving federal, state, or administrative policy.





To access the current CDBG-DR hurricane recovery Action Plan in English visit <https://cdbg-dr.pr.gov/en/action-plan/>, and in Spanish at <https://www.cdbg-dr.pr.gov/plan-de-accion/>. You can also access current Program Guidelines, which may change from time to time, by visiting the following page: <https://www.cdbg-dr.pr.gov/en/resources/policies/program-policies/>.



³ See CDBG-DR Action Plan in English at <https://www.cdbg-dr.pr.gov/en/action-plan/> and Spanish <https://www.cdbg-dr.pr.gov/plan-de-accion/>.

PROGRAM	DESCRIPTION
PLANNING PROGRAMS	
 <p data-bbox="256 653 565 720">PUERTO RICO GEOSPATIAL FRAMEWORK PROGRAM (GEOFRAME)</p>	<p data-bbox="737 390 1325 457">Puerto Rico Geospatial Infrastructure Program (GeoFrame Program)</p> <p data-bbox="646 501 1419 827">The GeoFrame Program responds to existing land use, land management, and spatial data restrictions of the Government of Puerto Rico. Through the Program, Housing will support Puerto Rico's growth toward a Spatially Enabled Society (SES) by producing a high-quality, geo-referenced database and building an infrastructure composed of human resources, policies, programs, computers, and systems for citizens to access and use spatial data to enable evidence-based decision-making.</p>
 <p data-bbox="285 1104 548 1157">Whole Community RESILIENCE PLANNING</p>	<p data-bbox="675 898 1386 930">Whole Community Resilience Planning Program (WCRP)</p> <p data-bbox="646 974 1419 1226">This Program will seek to create recovery solutions, increasing individual and collective preparation for future events, ensuring greater resilience at Community and national level. The process will culminate in the preparation of community resilience plans that support community-identified goals and guide the development of more resilient communities in Puerto Rico's seventy-eight (78) municipalities.</p>
 <p data-bbox="289 1478 532 1524">Municipal Recovery PLANNING PROGRAM</p>	<p data-bbox="743 1283 1318 1314">Municipal Recovery Planning Program (MRP)</p> <p data-bbox="646 1358 1419 1572">This Program allocates funding to municipalities to carry out planning activities that address conditions created or exacerbated by Hurricanes Irma and/or María. Planning activities will conclude in Municipal Recovery Plans serving as guidance to developing more resilient communities within the seventy-eight (78) Municipalities.</p>
HOUSING PROGRAMS	
 <p data-bbox="240 1808 581 1860">HOME REPAIR RECONSTRUCTION OR RELOCATION PROGRAM</p>	<p data-bbox="667 1642 1395 1673">Home Repair, Reconstruction or Relocation Program (R3)</p> <p data-bbox="646 1717 1419 1890">This Program will provide assistance to eligible homeowners to repair damaged homes or rebuild substantially damaged homes in non-hazard areas. Eligible homeowners with damaged homes in a hazard zone will be offered relocation assistance.</p>

PROGRAM	DESCRIPTION
 <p>TITLE CLEARANCE PROGRAM</p>	<p style="text-align: center;">Title Clearance Program (TC)</p> <p>This Program will legitimize homeowners' titles in hurricane-impacted areas, providing sustainability and safety to residents.</p>
 <p>RENTAL ASSISTANCE PROGRAM</p>	<p style="text-align: center;">Rental Assistance Program (RA)</p> <p>Provide temporary rental assistance to residents in hurricane-impacted areas that are homeless or at risk of becoming homeless.</p>
 <p>SOCIAL INTEREST HOUSING PROGRAM</p>	<p style="text-align: center;">Social Interest Housing Program (SIH)</p> <p>This Program will create housing opportunities for populations with special needs, those that are homeless, or have domestic violence issues.</p>
 <p>HOUSING COUNSELING PROGRAM</p>	<p style="text-align: center;">Housing Counseling Program (HC)</p> <p>This Program will provide residents with recovery, complementary educational services to promote understanding of housing and finance options.</p>
 <p>HOMEBUYER ASSISTANCE PROGRAM</p>	<p style="text-align: center;">Home Buyer Assistance Program (HBA)</p> <p>Will provide eligible applicants with assistance with homeownership assistance to help them with the difference between the amount of the first mortgage the buyer can obtain from a lender and the sale price of the home. The Program will be aimed at crucial recovery staff.</p>

PROGRAM	DESCRIPTION
 <p data-bbox="240 529 591 592">COMMUNITY ENERGY AND WATER RESILIENCE INSTALLATIONS PROGRAM</p>	<p data-bbox="690 319 1372 388">Community Energy and Water Resilience Installations Program (CEWRI)</p> <p data-bbox="646 430 1417 646">This Program will assist homeowners that were assisted through the Repair, Reconstruction, or Relocation Program (R3 Program), by providing energy and water efficiency solutions to promote resilience. The above, by installing Photovoltaic (PV) systems with battery backup for critical loads and water storage systems.</p>
 <p data-bbox="259 856 563 913">CDBG-DR GAP TO LOW INCOME HOUSING TAX CREDITS PROGRAM LIHTC</p>	<p data-bbox="678 714 1383 783">Low Income Housing Tax Credits (LIHTC) CDBG-DR Gap Program</p> <p data-bbox="646 825 1417 934">This Program will provide funds using the CDBG-DR grant for properties that are being developed with low-income housing tax credits.</p>
ECONOMIC DEVELOPMENT PROGRAMS	
 <p data-bbox="284 1270 539 1312">WORKFORCE TRAINING PROGRAM</p>	<p data-bbox="815 1138 1247 1171">Workforce Training Program (WFT)</p> <p data-bbox="646 1213 1417 1318">It will help unemployed and underemployed residents find employment provided to their job training in areas of recovery-related skills.</p>
 <p data-bbox="289 1621 532 1690">ECONOMIC DEVELOPMENT INVESTMENT PORTFOLIO FOR GROWTH PROGRAM</p>	<p data-bbox="678 1438 1383 1507">Economic Development Investment Portfolio for Growth Program (IPG)</p> <p data-bbox="646 1549 1417 1764">It will establish project financing with significant effects that enable the island's long-term economic growth and sustainability. It will also be a source of funding for projects aligned with the economic recovery plan that the central government sees as key drivers of the new Puerto Rican economy.</p>

PROGRAM	DESCRIPTION
 <p data-bbox="277 506 565 548">SMALL BUSINESS INCUBATORS AND ACCELERATORS</p>	<p data-bbox="662 373 1398 407">Small Business Incubator and Accelerator Program (SBIA)</p> <p data-bbox="646 449 1414 520">Support the growth and success of start-ups and businesses in the early stages of operation.</p>
 <p data-bbox="285 804 552 863">RE-GROW PR URBAN AND RURAL AGRICULTURE PROGRAM</p>	<p data-bbox="656 646 1408 680">Re-grow Puerto Rico Urban and Rural Agriculture (ReGrow)</p> <p data-bbox="646 722 1414 869">Promote and increase food security throughout the island. And it will improve and expand agricultural production related to economic revitalization and activity development.</p>
 <p data-bbox="289 1157 537 1203">TOURISM & BUSINESS MARKETING PROGRAM</p>	<p data-bbox="727 1010 1333 1043">Tourism and Business Marketing Program (TBM)</p> <p data-bbox="646 1085 1414 1157">Develop a comprehensive marketing effort to promote off the island, that the area is open for business and tourism.</p>
 <p data-bbox="261 1446 570 1493">SMALL BUSINESS FINANCING PROGRAM</p>	<p data-bbox="776 1283 1284 1316">Small Business Financing Program (SBF)</p> <p data-bbox="646 1358 1414 1505">This Program offers Recovery Grants for small businesses that were affected by Hurricanes Irma and/or Maria and for new businesses created from hurricane damage to a previous business.</p>
<p data-bbox="204 1566 643 1600">INFRASTRUCTURE PROGRAMS</p>	

PROGRAM	DESCRIPTION
 <p>NON-FEDERAL MATCH PROGRAM</p>	<p>Non-Federal Match Program (NFM)</p> <p>This Program will provide the local requirement to match federal FEMA funding for identified projects while alleviating the financial burden in Puerto Rico.</p>
MULTISECTORIAL PROGRAMS	
 <p>CITY REVITALIZATION PROGRAM</p>	<p>City Revitalization Program (City Rev)</p> <p>This Program will establish a fund for municipalities to enable a variety of critical recovery activities aimed at reinvigorating urban centers and key community corridors to focus investments, reduce sprawl, and create a symbiotic environment to nurture complementary investments from the private sector.</p>

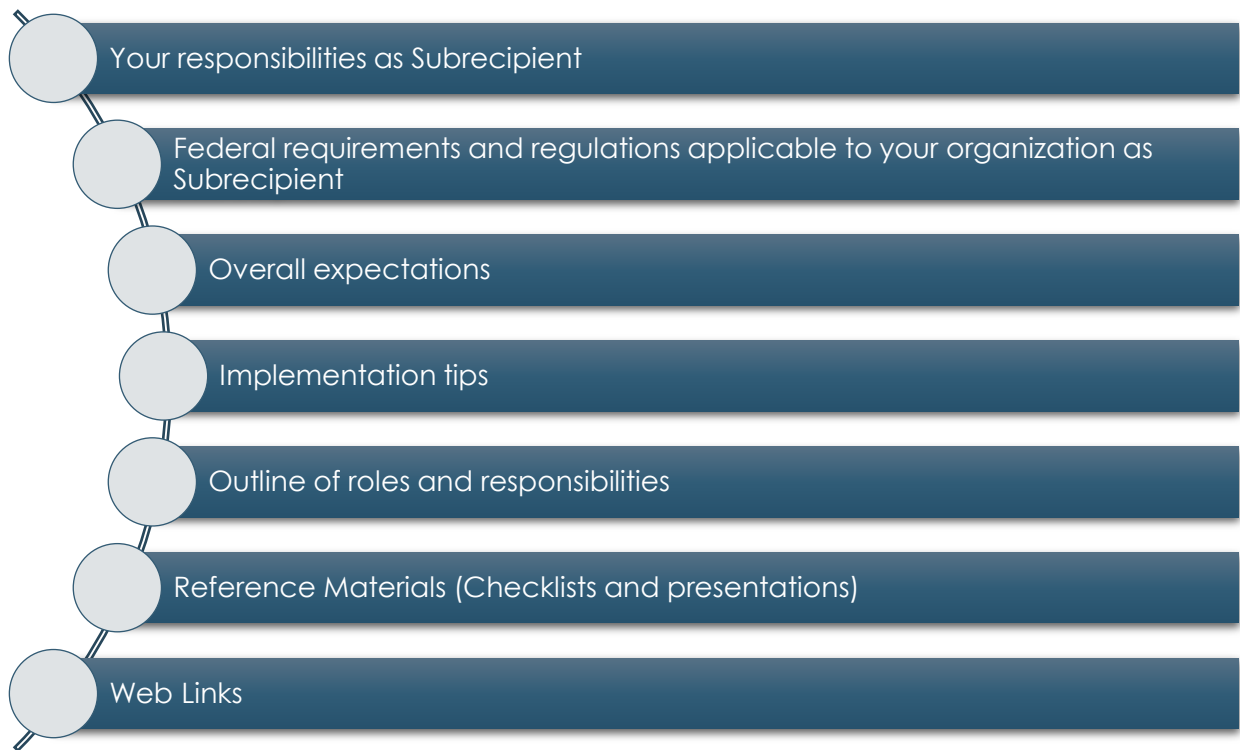
1.2 WHAT IS THE PURPOSE OF THIS MANUAL?

This Manual is intended to provide you, as a Subrecipient of CDBG-DR or CDBG-MIT funds, with reference guidance on grant management and compliance practices, while ensuring you adhere to applicable federal, state, and PRDOH CDBG-DR and CDBG-MIT grant rules. PRDOH provides Subrecipients multi-modal support for the proper implementation of your program activities. This Manual serves to aid in furthering your understanding of applicable requirements to the use of federal funds for the delivery of CDBG-DR programs and activities. This Manual is a living document that shall be amended from time to time to incorporate additional guidance applicable to current and future allocations.

Complementary to this Manual is the PRDOH Subrecipient Management Policy⁴, which sets forth direction for the administration and oversight of programs funded by PRDOH, as carried out or performed by a non-federal entity in accordance with their respective Subrecipient Agreement (**SRA**). The Subrecipient Management Policy establishes Subrecipient responsibilities, performance expectations as it relates to the applicable SRA, and essential elements for proper Program operation applicable to the key management areas.

⁴ See Subrecipient Management Policy in English at <https://www.cdbq-dr.pr.gov/en/resources/policies/general-policies/> and Spanish <https://www.cdbq-dr.pr.gov/recursos/politicas/politicas-generales>.

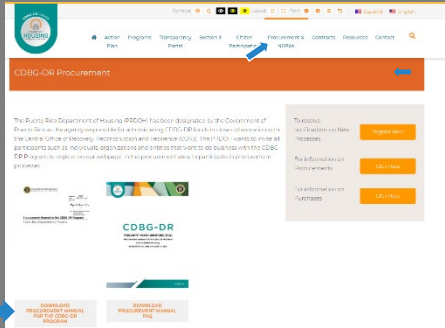
Some information you will find helpful in this document:



1.3 WHERE CAN I FIND ADDITIONAL GRANT MANAGEMENT RESOURCES?

Your PRDOH Point of Contact (**POC**) is responsible for assisting you in the management of your program and will be responsible for the daily oversight of Subrecipients. This Manual serves as a tool to help both PRDOH program staff and Subrecipients in carrying out their responsibilities appropriately and in compliance with the terms of their SRA, applicable laws, rules, regulations, policies, and procedures.

To ensure the long-term success of all CDBG-DR programs, PRDOH is committed to ensuring compliance with federal requirements and increasing the capacity of its Subrecipients through a variety of technical assistance resources. Program information is maintained on the PRDOH public website, where general and program-specific information can be accessed at all times.

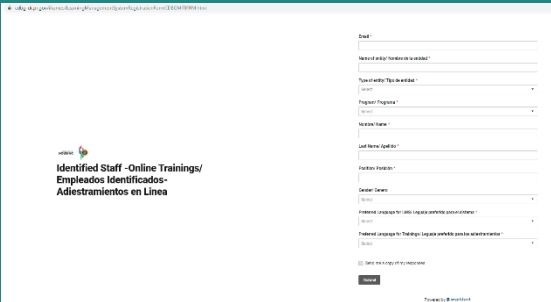


General Procurement Information:

<https://cdbg-dr.pr.gov/en/cdbg-dr-procurement/>

PRDOH has launched a space on the CDBG-DR website designed exclusively for procurement processes as well as other purchases made with these funds.

Since May 2020, a Learning Management System (LMS) platform has been available for designated Subrecipient staff to receive training on CDBG-DR and CDBG-MIT concepts. New modules may be released on an ongoing basis. Subrecipients can register for access to capacity building initiatives by visiting the Registration Form at the link below and for which you can find more information in Section 2 of this Manual:

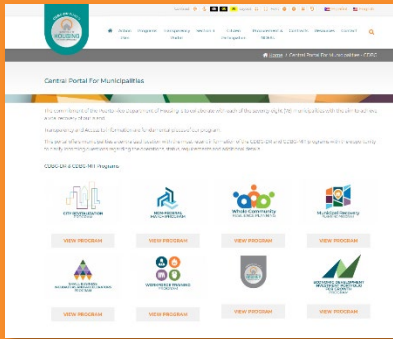


POCs Registration Form

<https://cdbg-dr.pr.gov/iframe/LearningManagementSystemRegistratio>

Once registered, staff will receive an automatic email welcoming you to the platform and asking you to provide a password to access your account. Upon completion of registration, they will have access to all modules assigned to them.

Additional resources available to Subrecipients include the following:



Municipality Portal

<https://cdbg-dr.pr.gov/en/central-portal-for-municipalities/>

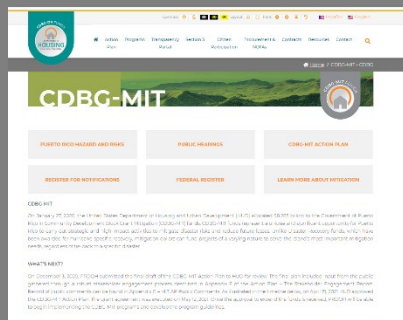
PRDOH has launched a space on the CDBG-DR website designed exclusively for municipalities. You will find direct information about the programs that interact with the town halls.



CDBG-DR

<https://cdbga-dr.pr.gov/en/>

The PRDOH CDBG-DR portal contains information about CDBG-DR funds, the federal governing requirements, and details of each program that has been released, as well as descriptions of programs that will soon be available.



CDBG-MIT

<https://cdbga-dr.pr.gov/en/cdbga-mit/>

PRDOH offers a portal dedicated to CDBG-MIT, with information pertinent to mitigation funds, including updates on the progress of the CDBG-MIT Action Plan.

1.4 SUBRECIPIENTS

A Subrecipient may be a public or private nonprofit agency, authority, or organization which receives CDBG-DR funds from PRDOH to undertake eligible activities. The definition of a CDBG Subrecipient can be found at 24 C.F.R. § 570.500(c). It is further defined at 2 C.F.R. § 200.1 as a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a federal award. Unless otherwise noted, the term “**Subrecipient**” is used throughout this Manual to denote organizations that have executed an SRA with the PRDOH to carry out defined eligible activities and who are or will be receiving CDBG-DR funds as a result thereof. 2 C.F.R §200.331. **This Manual does not apply to entities hired by PRDOH and defined as Contractors by the PRDOH.**⁵

⁵ See 2 C.F.R. § 200.331.

1.4.1 WHO IS A SUBRECIPIENT?



A SUBRECIPIENT	NOT A SUBRECIPIENT
GOVERNMENTAL ENTITIES such as government agencies and municipalities	CONTRACTOR OF COMPETITIVELY PROCURED SERVICES
PRIVATE NON-PROFITS ORGANIZATIONS	DEVELOPER (either a non-profit or for-profit entity)
PRIVATE FOR-PROFITS ORGANIZATIONS only as authorized under 24 C.F.R. § 570.201 (o).	PRIVATELY- OR PUBLICLY HELD FOR-PROFIT ENTITY RECEIVING FUNDS AS A BENEFICIARY UNDER A PROGRAM.

Note: Community Based Development Organizations (**CBDOs**) under 24 C.F.R. § 570.204 might also be eligible Subrecipients when carrying out special activities such as economic development or new housing construction. If PRDOH explicitly designates that CBDO as a Subrecipient, this Manual shall apply.

1.5 ELIGIBLE ACTIVITIES UNDER THE CDBG-DR PROGRAM

1.5.1 WHAT ARE ELIGIBLE ACTIVITIES?

In general, HUD establishes, under federal regulation eligible activities and ineligible activities for which the use of CDBG-DR and CDBG-MIT funds are allowed or disallowed. It is important to know that because PRDOH, as Grantee, is allowed to undertake a wide range of program activities, it establishes the eligible activities for which CDBG-DR funds assigned to Puerto Rico can be used. Subrecipients then may only perform the activities eligible under the Program for which they have an executed SRA.

These activities are defined per program in the PRDOH CDBG-DR or CDBG-MIT Action Plan (<https://www.cdbg-dr.pr.gov/en/action-plan/>) and Program Guidelines (<https://www.cdbg-dr.pr.gov/en/programs/>) provide which are eligible activities under your specific PRDOH CDBG-DR or CDBG-MIT Program. However, your SRA contains the details of the activities for which you have been engaged as a Subrecipient.

EXAMPLE ELIGIBLE ACTIVITIES LIST IN ACTION PLAN PROGRAM⁶

The RE-GROW PR Urban-Rural Agriculture Program (RE-GROW PR) aligns with the following courses of action from Puerto Rico's Recovery Plan: ECN 9 and ECN 37.

ELIGIBLE ACTIVITIES

- Section 105(a)(14) – Activities Carried Out through Nonprofit Development Organizations
- Section 105(a)(15) – Assistance to neighborhood-based nonprofit organizations, local development corporations, and nonprofit organizations
- Section 105(a)(17) – Economic development assistance that creates or retains jobs
- Section 105(a)(21) – Assistance to Institutions of Higher Education
- Section 105(a)(22) – Microenterprise Assistance

PROGRAM ACCOMPLISHMENTS

- Promotes and expands island-wide food security;
- Addresses impacts to damaged agricultural productivity;
- Enhances food quality production, cultural/culinary tourism, and eco-tourism; and
- Enhances social, economic, and environmental resilience.

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EXAMPLE ELIGIBLE ACTIVITIES LIST IN PROGRAM GUIDELINES

4.2 Eligible Activities

Eligible activities for this Program, per the Housing and Community Development Act of 1974, 42 U.S.C. § 5305 (Activities eligible for assistance), are:

1. Section 105(a)(22) – Microenterprise Assistance;
2. Section 105(a)(17) – Economic development assistance that creates or retains jobs;
3. Section 105(a)(14) – Activities Carried Out through Nonprofit Development Organizations;
4. Section 105(a)(15) - Assistance to neighborhood-based nonprofit organizations, local development corporations, and nonprofit organizations; and
5. Section 105(a)(21) – Assistance to Institutions of Higher Education.

4.3 Eligible Costs

Eligible costs for the Re-Grow Program are listed in the tables below. Note these lists are not all inclusive but rather include most of the costs and should give applicants a clear picture of the kinds of costs that are program eligible. Eligible costs will be evaluated based on farming discipline and proposed use. Furthermore, proposed costs shall fall into one of the categories established in Table 1.

⁶ See CDBG-DR Action Plan Non Substantial Amendment 8: <https://cdbg-dr.pr.gov/en/download/action-plan-amendment-8-nonsubstantial-amendment-effective-on-february-25-2022/>

⁷ Re-grow Program Guideline V5: <https://cdbg-dr.pr.gov/en/download/re-grow-pr-urban-rural-agriculture-program/>

It is important to bear in mind that because funds must be used for necessary expenses related to disaster relief, long-term recovery, and restoration of infrastructure, housing, and economic revitalization, each activity must:

- Be CDBG eligible (in accordance with regulations and waivers)⁸;
- Be disaster-related and clearly demonstrate a connection to address a direct or indirect impact of the disaster in a Presidentially declared area. **Note: Puerto Rico is a unique grantee in that the entire Island is a MID area as designated in Federal Register Vol. 83, No. 157 (August 14, 2018), 83 FR 40314, 40315.**
- Meet a National Objective and show how it is met. Please see the National Objectives section for more information on documenting this.

1.5.2 WHAT ARE INELIGIBLE ACTIVITIES?

For sound management of Programs, guidance is also included on activities that are not eligible under CDBG-DR and CDBG-MIT Program.

HUD guidance affirms an activity is ineligible if it meets one of the following criteria:



- ➔ It is not located in a Presidentially declared disaster area;
- ➔ Does not respond to a disaster-related impact for CDBG-DR or an identified mitigation need for CDBG-MIT;
- ➔ Is explicitly prohibited by the appropriation law;
- ➔ Is ineligible under CDBG-DR regulations (and a waiver has not been granted); or
- ➔ Fails to meet a national objective.

It is important to note that the above does not substitute the terms for ineligible use of funds or ineligible activities found in your Program Guidelines, SRA, Action Plan and CDBG-DR regulation which you are responsible for reviewing to ensure activities are within your scope.

Should you as a Subrecipient encounter any confusion about whether an activity is eligible, you must immediately contact the Program POC. **Remember that if you perform ineligible activities or activities outside of the scope of work contained in your SRA, you will not be able to request reimbursement associated with such activities!** Upon review of your invoice, your Program POC

⁸ Eligible activities are described in 24 C.F.R. Part 570 Subpart C and discussed in *Managing CDBG: Guidebook for CDBG Grantees on Subrecipient Oversight*, <https://www.hudexchange.info/resource/407/managing-cdbg-guidebook-for-cdbg-grantees-on-subrecipient-oversight/>. Any eligibility waivers provided, are found in the different Federal Register Notices that involve CDBG-DR assigned funds, <https://www.cdbg-dr.pr.gov/en/resources/federal-register/>.

will notify your organization of any expenditures in ineligible activities and such costs will not be approved and reimbursed.

1.6 SELECTION PROCESS CRITERIA

When administering a CDBG-DR Program, HUD permits Grantees to make program administrative decisions regarding method of distribution of funds for carrying out their disaster recovery activities. Such method of distribution could be done directly by the Grantee or through selecting subrecipients.

PRDOH may use any reasonable criteria to select a subrecipient, including but not limited to:⁹

- Issuing a Request for Qualifications;
- Issuing a Notice of Funding Availability (**NOFA**);
- Issuing an application process;
- Selecting a qualified non-profit organization serving a specific geography;
- Selecting a Unit of General Local Government;
- Selecting a Governmental Agency or Organization;
- Direct Selection; or
- Other method(s), as applicable.

The following models are examples of methods PRDOH may use to select a Subrecipient. These are not meant to be all-inclusive.¹⁰

1.6.1 FORMAL APPLICATION

Depending on the selection criteria, prospective subrecipients may be required to submit formal applications to PRDOH. These applications shall describe proposed activities, implementation schedule, budget, staffing structure, related experience, and assure compliance with program regulations. PRDOH shall then evaluate the applications according to the selection criteria, CDBG-DR Program priorities, and the Action Plan. A formal application process may be followed when:

- You have identified a specific need with defined goals or outcomes;
- Project activities are numerous and/or complex;
- There is a pool of potential applicants with varying degrees of expertise and capacity;

⁹ See, Subrecipient Management Policy, English or Spanish version at: <https://cdbg-dr.pr.gov/download/politica-para-el-manejo-de-subrecipientes/> and <https://cdbg-dr.pr.gov/en/download/subrecipient-management-policy/>.

¹⁰ For a full description, see Managing CDBG A Guidebook for CDBG Grantees on Subrecipient Oversight, Chapter 2 <https://www.hudexchange.info/resource/407/managing-cdbg-guidebook-for-cdbg-grantees-on-subrecipientoversight/>

- The cost and level of potential program failure are high; and
- There are limited funds and many competing needs and/or approaches for addressing these needs.¹¹

1.6.2 DIRECT SELECTION

PRDOH has the discretion to directly identify and select a prospective Subrecipient to carry out the desired CDBG-DR program/activities and approach them directly to determine their interest and suitability for the work. Direct selection may be followed when:

- An entity is uniquely qualified due to having sole jurisdiction over project or complete control/ownership over a project site;
- There is reasonable basis to conclude that it will result in increased efficiencies and produce quicker results, thereby more quickly addressing the unmet need; and
- It can be reasonably concluded that the minimum needs of the Program project can only be satisfied by the selected Subrecipient.

1.6.2.1 Subrecipient Selection Process Standard Operating Procedure (SOP)

PRDOH approved the Subrecipient Selection Process SOP to standardize the method to select subrecipients to carry out eligible activities in compliance with HUD regulations, as stated in 24 C.F.R. § 570.503.

When administering a CDBG-DR Program, HUD permits Grantees to make program administrative decisions regarding the method of distribution of funds for carrying out their disaster recovery activities. Such method of distribution could be done directly by the Grantee or through selecting subrecipients. PRDOH has elected to deploy two approaches to select subrecipients: by creating and selecting from a pool of interested and qualified entities or by directly selecting a subrecipient if the situation warrants it.

The creation of a pool of qualified entities enhances the efficiency and effectiveness of the CDBG-DR Program efforts by creating and managing a diverse roster of organizations that are qualified to carry out CDBG-DR activities. When the need arises, PRDOH can quickly refer to an existing pool, select a pre-screened organization to evaluate, and enter a Subrecipient Agreement. Also, the SOP, ensures that PRDOH has an established manner of directly selecting Subrecipients.

1.6.3 CAN A SUBRECIPIENT DIRECTLY SELECT ANOTHER SUBRECIPIENT?

There might be instances where a subrecipient may have a contractual relationship with another subrecipient to provide certain services or activities on behalf of the grantee and to assure the success of the program. That is, a subrecipient may receive CDBG-DR funds from a recipient (grantee) as well as from another subrecipient to undertake activities eligible for such assistance. 24 C.F.R. § 570.500 (c). "Therefore, it might be concluded that a subrecipient may be sub awarded

¹¹ *Id.*

CDBG-DR funds from another Subrecipient. Moreover, such funds might be used for eligible activities".¹²

As stated in 2 C.F.R. § 200.331 (a), a subrecipient receives a subaward for the purpose of carrying out a portion of a Federal award. Characteristics that support the classification of the entity as a subrecipient include when the entity:

- (1) Determines who is eligible to receive what Federal assistance;
- (2) Has its performance measured in relation to whether objectives of a Federal program were met;
- (3) Has responsibility for programmatic decision making;
- (4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- (5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity (grantee).

1.7 SUBRECIPIENT AGREEMENT

Understanding the terms of your executed SRA is critical for understanding your responsibilities as a Subrecipient. The SRA is the basis for the contractual obligation between PRDOH and the Subrecipient to fund and implement the awarded activity or program as required by 24 C.F.R. § 570.503. The agreement denotes responsibilities attributable to each party and outlines in exact measure the scope of services provided under the agreement, methods of accountability, and a schedule for payment. Execution of the agreement binds the Subrecipient for a specified period of time (term) and may be revised only upon written authorization from PRDOH. PRDOH utilizes a standardized SRA template, which may be amended from time to time.

It is important to note that this Manual is supplemental to the SRA and applicable federal and state regulations, standards, policies, and procedures. You as a recipient of federal grant funds must follow and understand basic Program regulations applicable to the management and financial systems for CDBG-DR found in Code of Federal Regulations Title 24 (24 C.F.R.) and Title 2 (2 C.F.R.).

¹² Capacity of a PRDOH's Subrecipient to perform a direct selection of a subrecipient Memorandum.

The executed SRA between your organization and the PRDOH contains a comprehensive statement of the general rules applicable to your management and implementation of the program, scope of work, timelines and performance goals, objectives, budgets, staffing and special conditions, if any, applicable to the specific services or project to be provided by your entity. Further, the agreement specifies the reports and documentation required for verification of compliance. This document has the purpose of assisting your organization in complying with the provisions of the SRA. However, because the contents of this Manual represent the minimum requirements regarding your compliance with federal regulations and the SRA, it is not meant to be used as the single document that rules the administration of the SRA. Further, this document is meant to be used as a supplement to the SRA and does not replace the SRA provision.



You can view your SRA by accessing the following link: <https://www.cdbg-dr.pr.gov/en/written-agreement/>

1.7.1 WHAT HAPPENS ONCE YOU HAVE SIGNED YOUR SRA?

Once you have signed your SRA with PRDOH, the Program Area will contact your organization's representative to schedule an "on-boarding" to the CDBG-DR or CDBG-MIT Program where performance goals, expected outcomes, and work plans will be reviewed and discussed. Your organization will also be contacted by:



- The PRDOH Finance Division to discuss matters pertaining to invoicing and reimbursement requests, as detailed in the Finance Orientation Presentation and related documents attached as **Appendix I**. There you will find a sample presentation and forms to be used by your organization.
- The PRDOH Procurement Division to discuss matters pertaining to procurement of services or goods.
- The Federal Compliance area will also reach out to your compliance coordinator or manager to provide you detailed guidance on completing quarterly reports and documents related to compliance with Section 3, Minority and Women Business Owned Enterprises and Davis Bacon after you have completed the initial onboarding training.

Take note of any additional time-based conditions such as training and signed paperwork. Please also note that these documents are subject to change based on PRDOH's need or discretion.

1.7.2 WHAT DO YOU NEED TO DO IN CASE OF A PROGRAMMATIC AND/OR BUDGET CHANGE?

In the event that you need a programmatic and/or budget changes, you will need to contact your Program's POC for review and approval. Your SRA contains specific provisions on what can

lead or cause an amendment. However, any changes in the SRA dispositions or its exhibits will trigger an SRA amendment process.

STEPS:

1st

Prior to the submission of an amendment request, PRDOH POC will oversee the delivering and the communication process will initiate.

2nd

Present the amendment request and necessary supporting documentation to your Program POC for review and approval. The amendment request should include the following: Condition the Subrecipient is requesting to amend, the reason why the Subrecipient is seeking to amend it, and the timeline implications of the requested change. Specify the component that the Subrecipient is requesting to modify i.e. budget, the scope of work or timeline.

3rd

After any necessary communications and requests for further information, as may be necessary, your Program POC will determine whether to proceed with the requested amendment. In this case, the POC will prepare and send a Memo to the Deputy Secretary Disaster Recovery (DSDR).

4th

DSDR receives and reviews the Memo and amendment request. If the DSDR approves the amendment request, the DSDR signs the memo and sends the request with the memo attached to PRDOH Secretary for final approval. PRDOH Secretary approves the amendment request and sends it to PRDOH Legal Division for the execution of the SRA Amendment.

Once you have provided any information and/or documents and reviewed the SRA amendment documents, the Program POC will give the SRA amendment due course and you will subsequently be provided such documents by the PRDOH Legal Division for execution.

Things to remember: Any change needs to be formally approved in writing by the PRDOH and the rest of the SRA remains in full force and effect unless amended.

1.7.3 MANDATORY CLAUSES APPLICABLE TO SUBRECIPIENT AGREEMENTS

The Subrecipient must comply with all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws applicable to the administration of CDBG-DR funds. Failure to comply may result in forfeiture of CDBG-DR funds provided to the Subrecipient as part of the Subrecipient Agreement.

1.7.3.1 Clauses Established by Federal Law and Regulations

All Subrecipient Agreements from the PRDOH CDBG-DR Program shall contain, among others, general award information, subrecipient management responsibilities, general administration clauses, national objectives, performance goals and timelines, nonperformance standard, staffing with identified responsibilities to the identified activities, and prohibition of pre-award costs. Each SRA shall also include all other clauses required by federal and state laws, 83 FR 5844, 83 FR 40314, Executive Orders, rules, and regulations, in accordance with 24 C.F.R. §570.489(g), including, without limitation¹³:

a. A clause stating that subrecipient may only carry out the roles and responsibilities described in the SRA and the activities related to the performance of the Scope of Work/Service. The subrecipient is prohibited from charging to the PRDOH the costs of CDBG and/or CDBG-DR ineligible activities, including those described at 24 C.F.R. § 570.207, unless waived or made eligible by an applicable Federal Register Notice, from using funds provided or personnel employed in the administration of activities under the agreement for political activities, inherently religious activities, or lobbying. The subrecipient may be financially liable for performing activities outside the parameters of the Scope of Work/Service described.

b. A general compliance clause stating the following:

1. That subrecipient shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. 5301 et seq., and the regulations at 24 C.F.R. § 570, as modified by the Federal Register Notices that govern the use of CDBG-DR funds available under the Agreement. This clause must clearly establish that, notwithstanding the abovementioned, (1) the subrecipient does not assume any of the PRDOH's responsibilities for environmental review, decision-making, and action, described in 24 C.F.R. Part 58 and (2) the subrecipient does not assume any of the PRDOH's responsibilities for initiating the review process under the provisions of 24 C.F.R. Part 52.

2. The subrecipient shall also comply with all other applicable Federal, state, and local laws, regulations, and policies that govern the use of the CDBGDR funds in complying with its obligations under this Agreement, regardless of whether CDBG-DR funds are made available to the subrecipient on an advance or reimbursement basis. This includes, without limitation, applicable Federal Register Notices; 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Community Development Act of 1974, as amended; 24 C.F.R. Part 570 Community Development Block Grants; applicable waivers; Fair Housing Act; 24 C.F.R. § 35; 24 C.F.R. Part 58; 24 C.F.R. Part 75; National Historic Preservation Act, 54 U.S.C. 300101 et seq., and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor

¹³ For more information, please consult the Contract and Subrecipient Agreement Manual <https://cdbg-dr.pr.gov/en/download/contract-and-subrecipient-agreement-manual/>

standards and the environment; and Action Plan amendments and HUD's guidance on the funds.

3. The subrecipient shall comply, without limitation, with the requirements set forth in the HUD General Provisions, which must be attached and made part of the SRA.

4. Where waivers or alternative requirements are provided for in 83 FR 5844 or any future Federal Register Notice published by HUD (HUD Notices), such requirements, including any regulations referenced therein, shall apply.

5. The subrecipient also agrees to comply with all other applicable federal, state, and local laws, regulations, HUD Notices, policies, and guidelines, whether existing or to be established, that applied to activities occurring after the date the policy or guideline was established, governing the Grant Funds provided under the SRA.

6. In the event a conflict arises between the provisions of the Agreement and any of the foregoing, the Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines shall control, and the Agreement shall be interpreted in a manner so as to allow for the terms contained there to remain valid and consistent with such federal, state, and local laws, regulations, HUD Notices, policies and guidelines.

7. The subrecipient shall also comply with applicable PRDOH's policies and guidelines as established in Program Guidelines and their amendments, if any.¹⁴

c. A clause stating that the subrecipient shall not carry out any of the activities in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5155 et seq., and described in Appropriations Acts. The subrecipient must comply with HUD's requirements for duplication of benefits, detailed in Federal Register Vol. 84, No. 119 (June 20, 2019), 84 FR 28836. The subrecipient shall carry out the activities under the Agreement in compliance with the PRDOH's procedures to prevent duplication of benefits.

d. Drug-Free Workplace clause.

e. Insurance & Bonding Clause. The Insurance Requirements Clause previously indicated in this Manual will be applicable to Subrecipient Agreements.

f. Hold Harmless clause where subrecipient agrees to hold harmless, defend (with counsel acceptable to the PRDOH) and indemnify the PRDOH and each and all of its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of the Agreement, and losses of any form or nature arising from or related to the conduct of the subrecipient in the performance of the efforts called for in the Agreement. This indemnity shall expressly include, but is not limited to, the obligation of the subrecipient to indemnify and reimburse the PRDOH for all attorneys' fees and other litigation or dispute

¹⁴ All CDBG-DR Program policies and guidelines are available in English and Spanish on the PRDOH website at <https://www.cdbq-dr.pr.gov/en/resources/policies/> and <https://www.cdbq-dr.pr.gov/recursos/politicas/>.

resolution costs incurred or to be incurred in the PRDOH's enforcement of the Agreement or any portion of it against the subrecipient or otherwise arising in connection with the subrecipient's breach, violation, or other non-compliance with the Agreement. This clause shall survive indefinitely the termination of the Agreement for any reason.

g. PRDOH Recognition Clause where the subrecipient shall ensure recognition of the role of HUD and the PRDOH in providing funding, services, and efforts through the Agreement. Unless otherwise directed by the PRDOH, all activities, facilities, and items utilized pursuant to the Agreement shall be prominently labeled as to role of HUD and of the PRDOH. In addition, the Subrecipient shall include a reference to the support provided in all publications made possible with funds made available under the Agreement. The PRDOH reserves the right to direct specific reasonable recognition requirements on a case-by-case basis, including but not limited, to the size and content, waiver, removal, or addition of such recognition.

h. Logos Clause stating that the Parties will not use the name of the other party, seals, logos, emblems, or any distinctive trademark/ trade name, without the prior written express authorization of the other party.

i. The subrecipient shall comply with the applicable provisions in 2 C.F.R. Part 200, as amended, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. These provisions include:

1. The subrecipient shall expend and account for all CDBG-DR funds received in accordance with 2 C.F.R. Part 200, Subpart D §200.302 - §200.303 adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. The subrecipient shall administer its program in compliance with Cost Principles as outlined in 2 C.F.R. Part 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

j. The subrecipient shall maintain all records required by applicable law to be maintained, including but not limited to the Federal regulations specified in (1) 2 C.F.R. Part 200; (2) 24 C.F.R. § 570.506; and (3) the applicable HUD Notices that are pertinent to the activities to be funded under the Agreement, as well as any additional records required by the PRDOH. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;

2. Records demonstrating that each activity undertaken meets one of the National Objectives of CDBG-DR programs, as modified by the HUD notices;

3. Records required to determine the eligibility of activities;

4. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG-DR funds;

5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR program;

6. Financial records as required by (1) 24 C.F.R. § 570.502; and (2) 2 C.F.R. Part 200;

7. Other records necessary to document compliance with 24 C.F.R. Part 570, Subpart K.

k. The subrecipient shall furnish and cause each of its own subcontractors to furnish all information and reports required and shall permit access to its books, records and accounts by the PRDOH, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the applicable rules, regulations and provisions.

l. The subrecipient shall retain all official records on programs and individual activities, which shall be retained for the greater of **five (5) years**, starting from the closeout of the grant between PRDOH and HUD, or the end of the affordability period for each housing activity, whichever is longer. If any other laws and regulations as described in 24 C.F.R. § 570.490 apply to a project, the record retention period may be extended. All records involved in litigation, claims, audits, negotiations, or other actions, which have started before the expiration date of their retention, will be kept until completion of the action and resolution of all issues or the end of the regular **five (5) year** period, whichever is longer. Records shall be made available to PRDOH upon request.

m. If the subrecipient comes to possess client data and other sensitive information as a result of the Agreement, then the subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to PRDOH monitors or their designees for review upon request.

n. The subrecipient must comply with 2 C.F.R. §200.303 and shall take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. § 200.1, and other information HUD or the PRDOH designates as sensitive or the subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality. Additionally, the subrecipient must comply with the PRDOH CDBG-DR Personal Identifiable Information Policy.¹⁵

The subrecipient shall comply with all State or local requirements concerning the privacy of personal records, consistent with 24 C.F.R. §§ 570.508 (local governments) and 570.490(c) (States).

o. Closeout Clause, which details closeout period requirements and activities.

p. Clause stating that all subrecipient records with respect to any matters covered by the Agreement shall be made available to the PRDOH, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the subrecipient within **thirty (30) days** after receipt by the subrecipient. Failure of the

¹⁵ Personal Identifiable Information, Confidentiality, and Nondisclosure Policy (PII Policy) and all CDBG-DR Program policies are available in English and Spanish on the PRDOH website at <https://www.cdbg-dr.pr.gov/en/resources/policies/> and <https://www.cdba-dr.pr.gov/recursos/politicas/>.

subrecipient to comply with these audit requirements shall constitute a violation of the Agreement and may result in the withholding of future payments and/or termination.

q. The subrecipient must be audited as required by 2 C.F.R. Part 200, Subpart F when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

r. The subrecipient shall permit the PRDOH and auditors to have access to the subrecipient's records and financial statements as necessary for the PRDOH to meet the requirements of 2 C.F.R. Part 200.

s. The PRDOH may issue management decisions and may consider taking enforcement actions including but not limited to corrective actions in 24 C.F.R. § 570.910 if noncompliance is detected during monitoring and audits. The PRDOH may require the subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.

t. Procurement and Contractor Oversight Clause stating that the subrecipient shall not enter any contract for goods or services with any entity without the written consent of the PRDOH prior to the execution of such contract. Unless specified otherwise within the Agreement, the subrecipient shall procure all materials, property, equipment, or services in accordance with the requirements of the PRDOH's procurement policies and procedures, and 2 C.F.R. §§ 200.318-327, as applicable, including but not limited to the need to appropriately assess the lease versus purchase alternatives.¹⁶

u. The subrecipient shall include all applicable PRDOH's Conditions (as revised from time to time by the PRDOH in accordance with applicable law, rule, or regulation) in any contract entered into under the Agreement. Subrecipient shall also require all contractors to flow down the PRDOH's Conditions, as well as termination for convenience of the PRDOH, to all subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors. These Conditions include required terms for project contracts, HUD General Provisions, Participation by Minority Group Members and Women Requirements and Procedures for Contracts with Housing Trust Fund Corporation, Standard Clauses for Contracts with the PRDOH, and required diversity forms.

v. The subrecipient must comply with CDBG-DR regulations regarding debarred or suspended entities at 24 C.F.R. § 570.609 or 24 C.F.R. § 570.489(l) as appropriate. CDBG-DR funds may not be provided to excluded or disqualified persons.

w. The subrecipient shall maintain oversight of all activities under the Agreement and shall ensure that for any procured contract or Agreement, its contractors perform according to

¹⁶ On April 28, 2021, PRDOH issued the Administrative Order 21-27, which excludes all Subrecipients from compliance with the Regulation No. 9205. Consequently, their procurement processes are subject to the standards set forth in 2 C.F.R. § 200.318 through 2 C.F.R. § 200.327. Lastly, the Administrative Order 21-27 provide that the procurement processes that were published before April 28, 2021, will continue to comply with Regulation No. 9205. Nonetheless, all Subrecipients are required to keep comprehensive records and documentation of their procurement processes to allow PRDOH to effectively carry out monitoring processes when required.

the terms and conditions of the procured contracts or Agreements, and the terms and conditions of the Subrecipient Agreement.

x. Nondiscrimination clause that must include that:

a. The subrecipient shall comply with 24 C.F.R. Part 6, which implements the provisions of section 109 of Title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. §5309), which provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

b. The subrecipient shall adhere to the prohibitions against discrimination based on age under the Age Discrimination Act of 1975 (42 U.S.C. § 6101- 6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, the subrecipient shall comply with regulations of 24 C.F.R. Part 8, which implement Section 504 for HUD programs, and the regulations of 24 C.F.R. Part 146, which implement the Age Discrimination Act for HUD programs.

c. The Subrecipient shall ensure that all CDBG-DR activities conducted by itself or its contractors are consistent with the applicable federal and local legal provisions, regulations, and policies that prohibit discrimination on the basis of race, creed, color, national origin, religion, sex, disability, familial status, actual or perceived sexual orientation or gender identity, marital status, or age, as established in the CDBG-DR Fair Housing and Equal Opportunity (FHEO) Policy for CDBG-DR Programs.

y. Architectural Barriers Act of 1968 (42 U.S.C. 4151-4156) and the Americans with Disabilities Act (42 U.S.C. § 12131 et seq.) Requirements.

z. Clause where subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607, as revised by Executive Order 13279.

aa. Clause stating compliance with Title VI of the Civil Rights Act of 1964 (24 C.F.R. Part 1).

bb. Clause establishing that subrecipient shall take the affirmative steps listed in 2 C.F.R. § 200.321(b)(1) through (5) regarding the Women- and Minority Owned Businesses. Subrecipient must also establish compliance with the CDBG-DR Minority and Women-Owned Business Enterprise Policy (M/WBE Policy).¹⁷

cc. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement indicating that subrecipient shall, in all solicitations or advertisements for employees placed by or on

¹⁷ The M/WBE Policy and all CDBG-DR Program policies are available in English and Spanish on the PRDOH website at <https://www.cdbg-dr.pr.gov/en/resources/policies/> and <https://www.cdbg-dr.pr.gov/recursos/politicas/>.

behalf of the subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

dd. Labor Standards Clause, where subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended, and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under the Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act, as amended (40 U.S.C. 3141 et seq.), and 29 C.F.R. Parts 1, 3, 5, 6, and 7, provided that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than eight (8) units.

ee. The subrecipient must comply with the kickbacks from public works employee's prohibition (18 U.S.C. § 874) and it's implementing regulations of the U.S. Department of Labor at 29 C.F.R. Part 3 and Part 5. The subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the PRDOH for review upon request.

ff. Clause stating that the subrecipient is prohibited from using funds provided under the Agreement or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; or nepotism activities.

gg. Clause stating that the work to be performed under the contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

hh. Clause where parties agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3, and certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

ii. Clause establishing that subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the subrecipient's commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

jj. Clause where Subrecipient agrees to include Section 3 clauses in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.

kk. Clause where subrecipient acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR § 75.19, regardless of whether Section 3 language is included in the Subrecipient Agreement or contracts.

ll. Clause certifying that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 C.F.R. Part 75.

mm. Clause stating that noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of the Agreement for default, and debarment or suspension from future HUD assisted contracts.

nn. Clause where Subrecipient agrees to submit, and shall require its subcontractors to submit to them, quarterly reports to the PRDOH detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.

oo. Clause regarding contracts entered in the performance of the subrecipient agreement with PRDOH, as follows:

Contracts

1. **Approvals:** The subrecipient shall not enter into any contracts with any agency or individual in the performance of this Agreement without the written consent of the PRDOH prior to the execution of such Agreement.

2. **Monitoring:** The subrecipient will monitor all contracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

3. **Content:** The subrecipient shall cause all of the provisions of the contract in its entirety to be included in and made a part of any contract executed in the performance of the Agreement.

4. **Selection Process:** The subrecipient shall undertake to ensure that all contracts awarded for the performance of the Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements found at 2 C.F.R. §§ 200.318-200.327. Executed copies of all contracts shall be forwarded to the PRDOH along with documentation concerning the selection process. The Procurement Manual for the CDBG-DR Program and all CDBG-DR Program policies are available in English and Spanish on the PRDOH website at <https://www.cdbg-dr.pr.gov/en/resources/policies/> and <https://www.cdbg-dr.pr.gov/recursos/politicas/>.

5. **Notification:** The subrecipient shall notify and provide a copy of all contracts related to the Agreement and CDBG-DR funds to the Contract Administration Area of the PRDOH CDBG-DR Legal Division within **three (3) days** of its execution. Additionally, the subrecipient shall provide a copy of all subcontracts executed by its Contractors to the Contract Administration Area of the PRDOH CDBG-DR Legal Division within **three (3) days** of its execution.

pp. Clause stating subrecipient shall comply the Hatch Act, 5 U.S.C. §§1501– 1508, and shall ensure that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code.

qq. Conflict of Interest Clause where subrecipient agrees to abide by the provisions of 2 C.F.R. Part 200, as applicable, and 24 C.F.R. § 570.611.

rr. Clause stating that citizen complaints or grievances received shall be referred immediately to the PRDOH CDBG-DR Program so that PRDOH may respond appropriately.

ss. Clause stating Technical Assistance and Trainings assistance requirement.

tt. CDBG-DR Policies and Procedures Clause, as follows:

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

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1

CDBG OVERVIEW & PURPOSE

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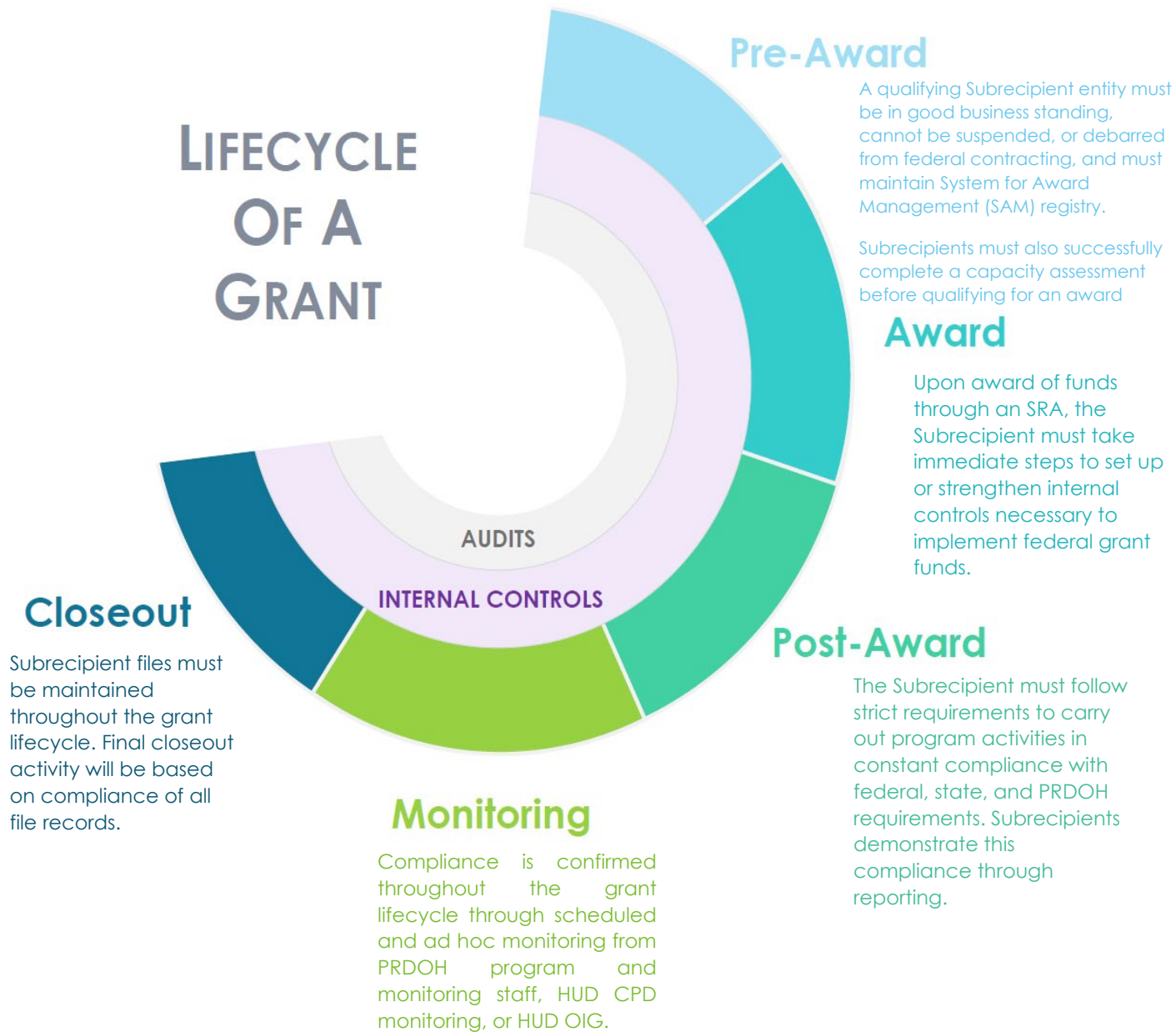
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2.1 RESPONSIBILITIES OF A SUBRECIPIENT

Subrecipient responsibilities begin before signing an SRA and carry through the lifecycle of the grant until closeout.

LIFECYCLE OF A GRANT



As a Subrecipient of the CDBG-DR or CDBG-MIT Program, your responsibilities might include but are not limited to the following:

- Complying with all the terms and conditions included in the SRA, which may include:

GENERAL ADMINISTRATION

- Activities related to the performance of the Scope of Work;
- Refraining from performing ineligible activities as outlined and incurring in ineligible costs associated thereto;
- Meeting National Objectives;
- Maintain adequate staff, notify PRDOH of any changes or obtain prior written consent, depending on Program; and
- Meeting all established timeframes and performance goals.

PERFORMANCE, MONITORING AND REPORTING

- Provide any and all required reports and/or information for monitoring reviews and assessments for your program area or operational areas (e.g. Legal, Finance, Monitoring, Procurement, Federal Compliance);
- Submit regular monthly progress reports to your programmatic area, other reports (e.g. quarterly reports for Federal Compliance), or CDBG-DR related compliance documents.

BUDGET

- Adequately complete outlined activities in your SRA Scope of Work in accordance to the Budget;
- Invoice indirect costs only as allowed; and
- Reverse assets as applicable.

PAYMENTS

Submit to PRDOH requests for reimbursements of activities under the SRA and consistent with the approved Budget and Scope of Work on a monthly basis or with the frequency agreed and authorized by PRDOH.

ADDITIONAL

Federal Statutes, Regulations, terms and conditions of the federal award and additional PRDOH Requirements, as included in the SRA and in this document.

The above is only a summary of SRA specific terms and conditions and does not in any way substitute or supersede the contents of the SRA and your organization's responsibilities thereunder, including but not limited to:



PRDOH has written this Manual to assist you in complying with the requirements associated with CDBG-DR and CDBG-MIT funding. It is critically important that you as a Subrecipient understand that failure to comply with any of the above may result in PRDOH initiating processes related to paying back the CDBG-DR and CDBG-MIT funding provided to you under an SRA, and consequently in the termination of the SRA.

2.1.1 WHAT POLICIES AND PROCEDURES DO I NEED TO HAVE IN PLACE?

Your SRA requires you to both follow general CDBG-DR and/or CDBG-MIT Policies as well as to have in place specific policies and procedures that will dictate the manner in which you conduct and manage CDBG-DR or CDBG-MIT activities. These policies and procedures are part of your internal controls.

For policies and procedures which you must have in place, as required under your SRA, you are responsible for meeting those requirements in the manner and timeframe included in the SRA. You can find a list of the general policies for the CDBG-DR and CDBG-MIT Programs in English and Spanish at the following links: <https://www.cdbg-dr.pr.gov/en/resources/policies/general-policies/> and <https://www.cdbg-dr.pr.gov/recursos/politicas/politicas-generales/>.

Q&A

What are the CDBG-DR Program Policies that your organization as a Subrecipient, should understand, adopt or be aware of?

A list of CDBG-DR Program adopted and implemented policies can be found in the CDBG-DR General Policies List attached as **Appendix II**.

The list provides information on which policy you must adopt, and which may be used as reference to update your current policies and procedures. This list may be amended from time to time to ensure that new policies and edits to previously adopted policies are included.

Where can your organization easily access the policies?

PRDOH maintains its Policies in English and Spanish on the CDBG-DR webpage at <https://www.cdbg-dr.pr.gov/en/resources/policies/general-policies/> and [https://www.cdbg-dr.pr.gov/recursos/politicas-politicas-generales/](https://www.cdbg-dr.pr.gov/recursos/politicas/politicas-generales/)

Does your organization, as Subrecipient, must adopt specific CDBG-DR Program policies and procedures?

Yes. The CDBG-DR Program ~~Monitoring Division's~~ Capacity Assessment Report provides for specific policies and procedures to be developed, adopted, and/or updated by your organization based on the assessed capacity. These are then included in your SRA as special requirements for your organization to develop, update or adopt within the specified timeframe.

For example, your organization must adopt the Cross-Cutting Guidelines, because the requirements stated in these guidelines apply to all programs described in PRDOH's Action Plan and all subsequent amendments, subrecipients must strictly follow the requirements contained in that document.

What happens once your organization has developed, updated, or adopted the required policies and procedures?

Your organization is required to filled out a Self-Certification Checklist attached as **Appendix III**.

Your organization must submit to PRDOH the Self-Certification Checklist of policies and procedures related to the CDBG-DR Programs, for review on containing minimum requirements. You will provide these via email to your PRDOH POC.

Your POC will inform you if your organization needs to provide additional information regarding the policies. The Monitoring Division will conduct periodic visits to all Subrecipients and will ensure that the self-certified policies are in compliance with PRDOH CDBG-DR Program requirements.

2.1.2 WHAT ARE THE MAIN REGULATIONS APPLICABLE TO THE USE OF GRANT FUNDS AND CARRYING OUT GRANT ACTIVITIES?

As Subrecipient, you signed an SRA and agreed to follow all applicable federal regulations in the use of CDBG-DR and/or CDBG-MIT funds. Your organization's internal controls are key to supporting continuous compliance with these requirements. As with all federal grants, general grant management requirements can be found at 2 C.F.R. 200.

However, there are several cross-cutting regulatory and administrative policies that must also be taken into consideration, such as the Civil Rights Act, National Environmental Protection Agency (**NEPA**) policy, and Equal Employment Opportunity to name a few. It is important to consult your SRA and the Subrecipient Management Policy for more detail on specific regulations.

However, for your convenience, we include some of the key federal regulations pertaining to the CDBG-DR administrative requirements under **Appendix IV**.

2.2 WHAT ARE THE REQUIREMENTS FOR SUBRECIPIENT'S REIMBURSEMENT OF FUNDS?

As you know, your payment of grant funds, as outlined in your SRA, is based on the reimbursement method of funds expended on approved CDBG-DR or CDBG-MIT items. It is important for your organization to have financial management policies and procedures in place for your cash management and reimbursements requests.

Remember you are strictly prohibited from obligating any funds or incurring any expenses for reimbursement until after you execute an SRA¹⁸. Therefore, if you incur any expenses related to the CDBG-DR or CDBG-MIT Program prior to execution of the SRA. You will be unable to request reimbursement of such funds as pre-award expenditures are strictly ineligible and PRDOH will not process them. Your organization is required to have procedures in place to manage matters related to reimbursement of expenditures and the flow of funds.

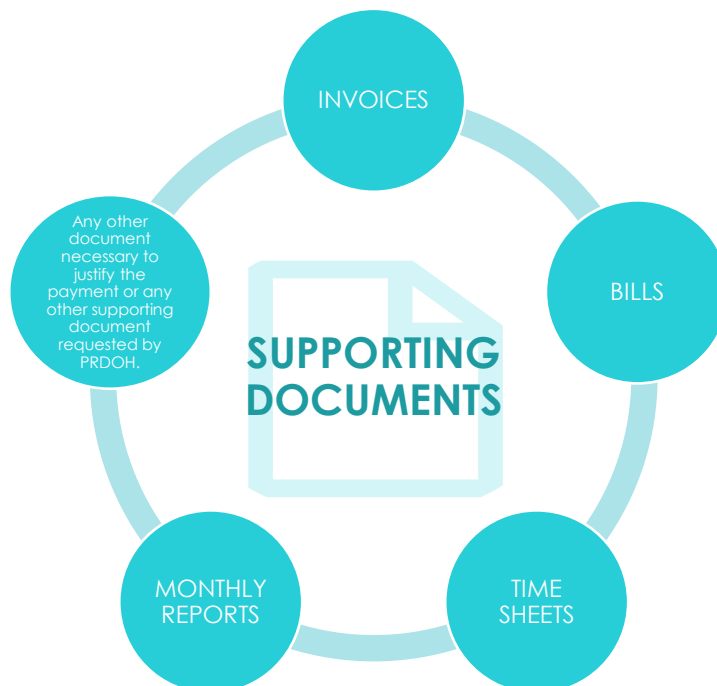
2.2.1 WHAT STEPS SHOULD SUBRECIPIENTS FOLLOW IN SUBMITTING A REQUEST FOR REIMBURSEMENT?

You must submit reimbursement request for payment as per section VII. Payment of the SRA and as detailed in the Request for Reimbursement and Payment Instructions included in this Manual as **Appendix I**. Such document provides detailed instructions and forms to be used when submitting a reimbursement request.

¹⁸ Note that the Non-Federal Match (**NFM**) Program is an exception. Due to the Program's nature of only providing matching funds for the non-federal share of eligible FEMA PA costs, PRDOH will assess procurement reviews conducted by FEMA and COR3 in conjunction with the obligation and reimbursement of FEMA-eligible costs. For all work submitted for cost share payment, the NFM Program shall document the validation issued by FEMA/COR3 regarding the compliance of procurement processes. For further detail please refer to the NFM Program Guidelines at <https://cdbg-dr.pr.gov/en/download/non-federal-match-program-2/>.

Things to remember and consider regarding expended CDBG-DR or CDBG-MIT funds and requests for reimbursement:

- Expenditures presented for reimbursement need to align with your approved budget included as Exhibit D to your SRA.
- Total funding amount to be paid by PRDOH to the Subrecipient under your SRA shall not exceed the amount specified in the budget.
- Such payment shall be compensation for all allowable services required, performed and accepted under the SRA.
- Your requests for reimbursement for activities under the SRA need to be submitted to your PRDOH POC on a monthly basis or with the frequency agreed and authorized by PRDOH.
- You need to break down any requested reimbursements submitted in your request against the line items specified on the approved budget.
- The documentation presented with your request for reimbursement is crucial to evidence not only the purpose of the expenditure but also that your activities are in line with the SRA provisions, therefore, the Requests for Reimbursements **must be submitted with all supporting documentation** which may include but is not limited to:



- All supporting documentation must be legible and signed and dated by your organization's authorized representative.
- If at any point you identify erroneously drawn funds, you are required return those funds to the Grantee immediately.
- Specific requirements for Payroll/Salary expenditures.
- The Request for Reimbursement must also be accompanied by documentation from the Subrecipient demonstrating that all procurements for which payment is requested have been made in accordance with the SRA.

2.2.2 HOW OFTEN ARE SUBRECIPIENTS REQUIRED TO SUBMIT REIMBURSEMENTS REQUESTS?

Your SRA requires that you submit requests for reimbursements on a **monthly** basis. Per SRA guidance, each request for reimbursement shall be broken down into requested reimbursements against the Budget line items specified in Exhibit D of your SRA.

PRDOH will process payments for eligible and allowed expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. PRDOH reserves the right to adjust payments in accordance with program income, or for any other reason, balances available in Subrecipient accounts.

2.2.3 WHAT HAPPENS WHEN YOU SUBMIT YOUR REQUEST FOR REIMBURSEMENT?

The PRDOH Program POC reviews the request for reimbursement submitted by your organization. If your POC identifies any issue, questionable or ineligible expenses it will require clarification, corrections or additional information from your organization. The same will happen if any errors or missing documentation are identified.

Remember that reimbursements will be processed once any additional information or documentation is provided or clarifications are made. For more information regarding reimbursement procedures please see **Appendix I**.

2.2.4 WHEN MAY PRDOH RECAPTURE ANY PAYMENTS MADE TO YOUR ORGANIZATION?

Your SRA allows for PRDOH to recapture payments it has made to your organization if:

The payment has exceeded the maximum allowable rates;

Payments are not allowed under applicable laws, rules, or regulations; or

Payments are otherwise inconsistent with the SRA, including any unapproved expenditures.

Subrecipients also need to be mindful that PRDOH, as Grantee, can recapture funds if the organization has received reimbursements from other federal programs for the same activities.

- Subrecipient must refund such recaptured payments within **thirty (30) days** after the PRDOH issues notice of recapture to Subrecipient.

2.3 CAPACITY BUILDING INITIATIVES AND TECHNICAL ASSISTANCE

To ensure the long-term success of Puerto Rico's recovery, PRDOH is committed to complying with Federal administrative requirements and increasing the capacity of its Subrecipients. To facilitate Subrecipient compliance, PRDOH has developed a Capacity Building Initiatives philosophy to outline the implementation of capacity building needs.

Equally, PRDOH is committed to providing technical assistance to its Subrecipients to support the compliant implementation of programs and ensure timely contracting and expenditure of funds. Technical assistance may be provided on a scheduled basis, on an ad-hoc basis determined by an analysis of risk assessment criteria, or at the Subrecipient's request following the steps described below.

2.3.1 WHAT IS THE CORE CURRICULUM?

The SRA you signed as Subrecipient contains certain capacity building requirements with which your organization needs to comply. PRDOH has developed a Core Curriculum, as part of the Capacity Building initiatives, within the Learning Management System (**LMS**) to assist your organization in meeting those requirements. The Core Curriculum, which is comprised of ten (10) modules, will provide your organization with a basic understanding of CDBG-DR after you have signed your SRA. As your Program progresses you may be provided additional curriculums contextualized to your particular program, as well as access to Technical Assistance. Completion of the Core Curriculum is expected prior to receiving additional capacity building initiatives.

Currently, the Core Curriculum contains the following modules:

MODULE SERIES NAME	MODULE DESCRIPTION
CDBG-DR 101	Participants will learn the basic requirements for CDBG-DR, eligible disaster activities, national objectives requirements and the waiver process.
Fair Housing & Equal Opportunity 101	This module introduces the federal compliance statutes and federal guidance on Fair Housing, Equal Opportunity and related requirements, their applicability, and what triggers the need to comply for different program areas.
Davis-Bacon 101	This module introduces the federal compliance statutes and other federal guidance on Davis-Bacon, its applicability, and what triggers the need to comply.

Section 3 & M/WBE 101	This module introduces the federal compliance statutes and other federal guidance on Section 3 and M/WBE, its applicability, and what triggers the need to comply.
Environmental 101	This module introduces Environmental Review requirements typically associated with CDBG-DR activities, timing and planning considerations for compliance, and tips and resources available to grantees.
Procurement 101-102	This module introduces Procurement terminology and processes. The module will also approach Conflict of Interest concepts relevant to Procurement Processes. Procurement Overview for Subrecipients.
Finance 101- 104	These modules introduce Finance terminology and processes. The modules will also include the development of internal controls and implementation of such, as well as monitoring procedures to ensure the effectiveness of internal protocols.
Recordkeeping 101-102	This module introduces Recordkeeping requirements and processes.
Anti-fraud, Waste, Abuse & Mismanagement 101	This module introduces Anti-fraud, Waste, Abuse and Mismanagement requirements and processes. The session will also approach Conflict of Interest concepts.
Grant Management / Administration Principles 101- 107	These modules introduce the roles & responsibilities of subrecipients, applicable systems to manage CDBG-DR Program data, management and reporting of citizen complaints, and Protection of Personally Identifiable Information (PII)

2.3.2 WHO SHOULD UNDERTAKE THE CORE CURRICULUM IN THE SUBRECIPIENT'S ORGANIZATION?

Your organization is required to identify as many as three to four (3-4) Program and Operations staff to complete the assigned modules through the LMS. Once registered, identified staff will receive an automated welcome email from the system requesting them to provide a password in order to access their account. Upon entry, the staff will have access to all the modules that have been assigned to them.

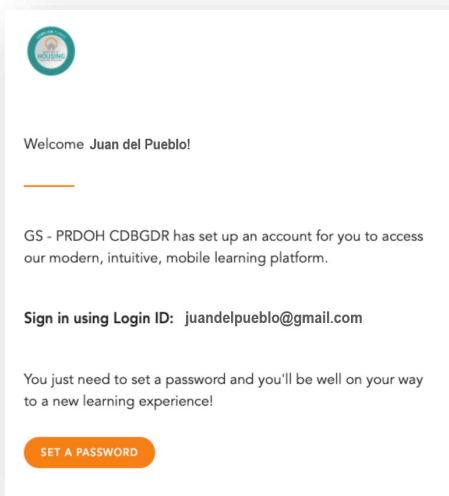
Modules are self-guided and can be completed at the learners' pace (within the required timeframe provided by PRDOH and as stated in the SRA). When identifying staff to become registered in the system, you are encouraged to select at least one (1) person from your finance/procurement area as some modules include financial/procurement related information.

You should know that certain trainings may require a specific role or attendance from a specific key staff from your organization based on the nature of the module.

2.3.3 WHAT IS THE PROCESS TO ENROLL FOR PARTICIPATION OF THE CAPACITY BUILDING INITIATIVES?

1. To begin the registration process, you will need to provide your POC and/or PRDOH Program staff, the names of the identified staff that will be taking the mandatory training and participating in the capacity building sessions.
2. The information of the identified staff will be included in the system and an autogenerated email will be sent to the identified staff who at that point may be requested to include more information. While PRDOH Operations Division will keep documented records of such trainings, as Subrecipient, you need to keep your own records of participation.

Below you will find screenshots of the automated email in both languages for reference:

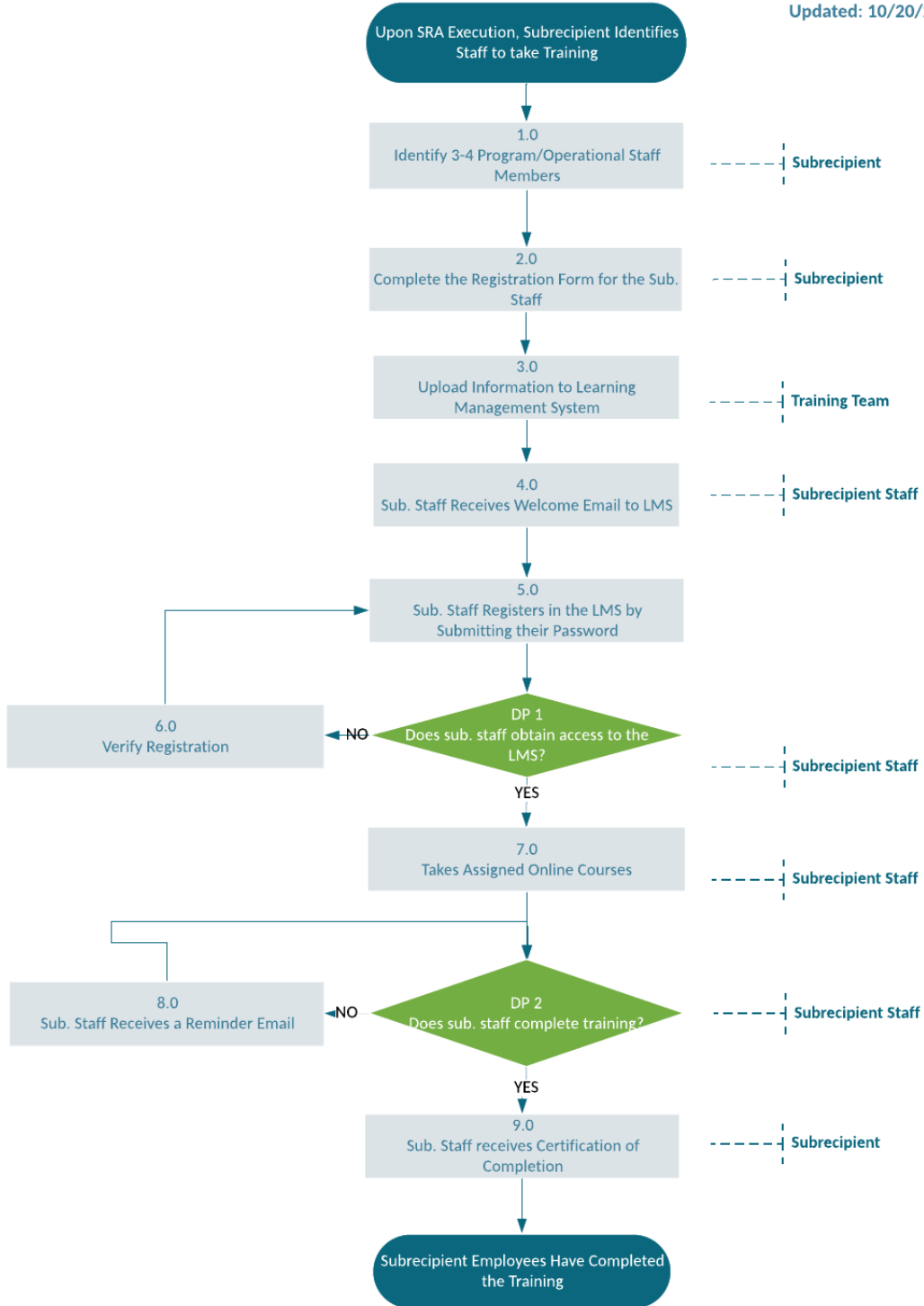


Identified subrecipient staff are encouraged to share module content with other Program staff within your organization. If any questions arise upon the completion of the module, you are encouraged to reach out to your Program POC by email. PRDOH will work with to clarify any questions you may have related to the module content.

A workflow of the above process is included for your reference:

Learning Management System (LMS) for Subrecipients

Updated: 10/20/2020



2.3.4 IS THERE A SPECIFIC TIMEFRAME TO COMPLETE THE CAPACITY BUILDING INITIATIVES PROVIDED BY PRDOH?

Yes! The time frame for you to complete the trainings begins on the day the SRA is executed. Each SRA will contain the specific timeframe for these courses to be completed.

2.3.5 WHAT OTHER COURSES ARE MANDATORY?

In addition to the above and as stated in the Subrecipient Management Policy, Subrecipients are required to attend anti-fraud related training provided by the HUD Office of Inspector General (**OIG**) to assist in the proper management of CDBG-DR or CDBG-MIT grant funds. This training will be coordinated by PRDOH and takes place once a year. You can find more information on fraud related topics in the Anti-Fraud, Waste, Abuse, or Mismanagement Policy (AFWAM Policy) which can be accessed at <https://www.cdbg-dr.pr.gov/en/resources/policies/> and <https://www.cdbg-dr.pr.gov/recursos/politicas/> and which is attached hereto under the Policies **Appendix V**.

You can contact your POC and/or the Operations Division at [CDBG-DR Trainings@vivienda.pr.gov](mailto:CDBG-DR.Trainings@vivienda.pr.gov) with questions regarding training and capacity building.

2.3.6 CAN SUBRECIPIENTS ACCESS ADDITIONAL CAPACITY BUILDING?

Yes! Technical assistance and workshops are available and serve as follow up capacity-building initiatives with program-specific details that respond to identified needs. These initiatives are designed to address your identified areas of growth, provide more focused guidance, or answer program-specific questions.

Following the completion of the Core Curriculum, your organization may need additional support to increase its CDBG-DR capacity. If your organization at any point identifies the need for additional training and/ or technical assistance, you need to contact the Program Manager who will coordinate with our training area.

In this request, you must justify your request for technical assistance. This justification could be an identification of specific challenges you are experiencing or an identification of a lack of internal resources to provide guidance on a particular matter, among other things. If needed, contact your Program Manager for additional instructions on this matter.

2.3.7 CAN SUBRECIPIENTS BE ASSIGNED ADDITIONAL CAPACITY BUILDING INITIATIVES?

PRDOH may provide technical assistance to organizations identified through PRDOH's monitoring processes for additional and/or customized assistance as needed. In this event, the POC may notify your organization indicating that technical assistance is required to carry out activities and the dates for completion.

2.4 SUBRECIPIENT CDBG-DR REQUIREMENTS GUIDANCE

Fulfilling your Subrecipient responsibilities is key to avoiding compliance pitfalls that could lead to the recapture of funds. As HUD is the oversight entity for the CDBG-DR and CDBG-MIT federal grant

funds and PRDOH is the state pass-through entity, both PRDOH and HUD monitor for compliance with these responsibilities throughout the life of your grant award. Additional guidance on reporting and monitoring is further described in this Manual.

As a best practice, PRDOH advises consistent compliance from start to finish to avoid any instances of non-compliance.

2.4.1 WHAT ARE COMMON FINDINGS OF SUBRECIPIENTS (AS PER HUD)?

The Grantee needs to create awareness not only of Subrecipient responsibilities but also of common pitfalls found by HUD on Subrecipient's management of programs. Thus, included here for your benefit are some key pitfalls to avoid when managing grant funds:

- Financial Management: Fiscal Controls and Accounting Procedures
- Record keeping requirements under 24 C.F.R. § 570.490
- Duplication of Benefit requirements under Section 312 of the Stafford Act

Attention to your activities and your performance is imperative. Remember, unresolved findings could lead to the PRDOH recapturing payments made to your organization. Therefore, you as Subrecipient, must be aware and conscious of your policies and controls. Subrecipient responsibilities and guidance related to common pitfalls are included in this section. However, please note that the responsibilities included here do not substitute the responsibilities under your SRA and applicable regulations.

2.4.2 WHAT ARE SUBRECIPIENT'S FINANCIAL MANAGEMENT RESPONSIBILITIES?

As you should know, there are several regulatory provisions which govern the financial management systems of CDBG-DR and CDBG-MIT funds. You can find these provisions in 24 C.F.R. § 570.502, which in turn refers to 2 C.F.R. part 200 (save for the exceptions established in 24 C.F.R. § 570.502). At execution of your SRA, you agreed to adhere to these accounting principles and procedures and to have adequate internal controls in place. PRDOH, as Grantee, reserves the right to request any records regarding adherence to such accounting principles, at any given time during the period of the SRA and even after closeout. As Subrecipient of CDBG-DR funds, you ensure that activities are in compliance with all applicable fiscal and administrative requirements of the PRDOH and state and local government. Your organization must also have in place all financial procedures designed to avoid or eliminate waste, fraud, or abuse of grant funds.

2.4.3 DO SUBRECIPIENTS NEED TO HAVE INTERNAL CONTROLS IN PLACE (2 C.F.R. § 200.303)?

Having effective controls and accountability practices in place and establishing the necessary internal controls is key to managing CDBG-DR and CDBG-MIT funds in compliance with applicable laws, regulations, and specific terms and conditions of the PRDOH CDBG-DR or CDBG-MIT award.

As a Subrecipient of PRDOH, your organization must have robust internal controls in place to maintain sound financial management structure to safeguard CDBG-DR funds. In general terms, such controls will include procedures, separation of duties, qualified personnel, and a record keeping system for accountability in the financial system which protects CDBG-DR funds, as well as the organization's cash, property, and other assets.

2.4.4 WHAT ARE THE BASIC ELEMENTS FOR SUBRECIPIENTS TO CONSIDER WHEN DEVELOPING OR ANALYZING INTERNAL CONTROLS?



Have written policies and procedures that define staff qualifications and duties, lines of authority, separation of functions, access to assets, and sensitive documents (This may include but is not limited to having an organizational chart with actual lines of responsibility of individuals involved in approving or recording financial transactions).



Have written accounting procedures for approving and recording transactions. (This may include but is not limited to, specifying approval authority for financial transactions and guidelines for controlling expenditures).



Adequate separation of duties so no one individual has authority over an entire financial transaction. Separation of duties specifically involves the separation of three types of functional responsibilities: (a) authorization to execute a transaction, (b) recording of the transaction, and (c) custody of the assets involved in the transaction.



Periodic comparisons to actual assets and liabilities to check for completeness and accuracy (This will be key in helping your organization identify and correct inadvertent record-keeping errors in a timely manner. Further, it will aid identifying potential weaknesses in your systems which are directed to protecting resources and most importantly any possible instance of fraud or misuse of CDBG-DR funds and assets).

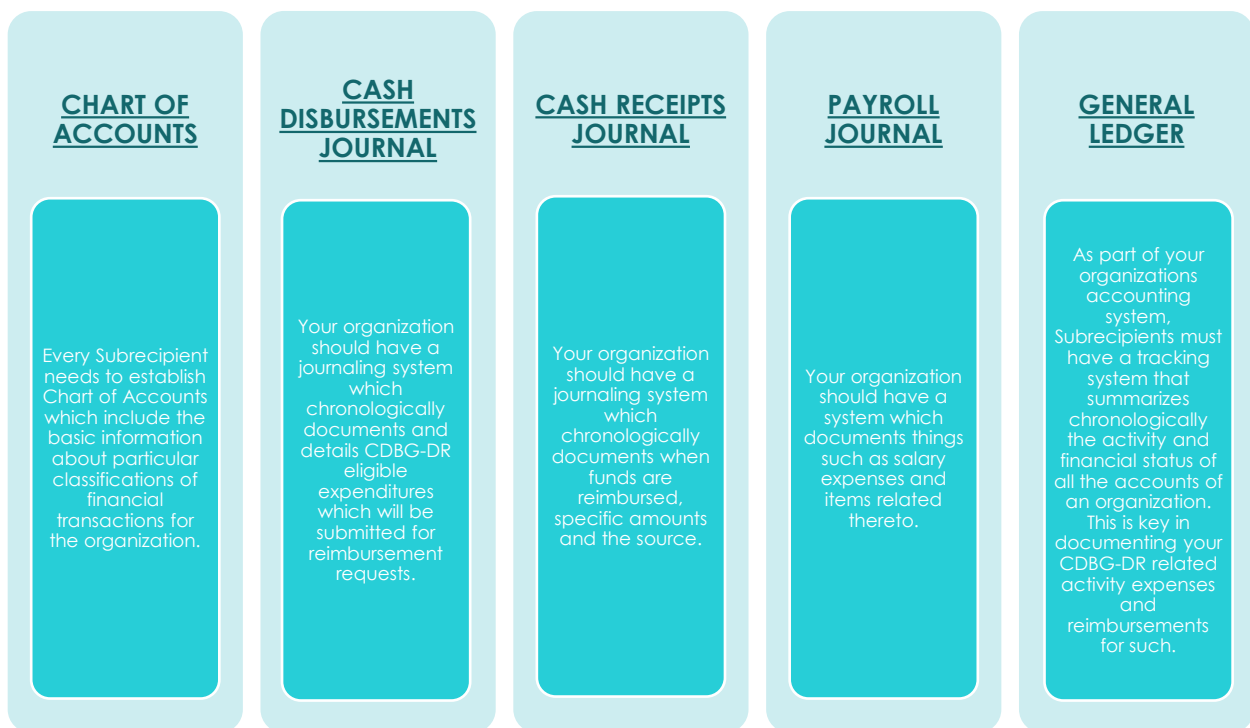
2.4.5 WHAT SHOULD SUBRECIPIENT'S INTERNAL CONTROL STRUCTURE ACHIEVE?

- Adequate use of resources is for authorized purposes and in a manner consistent with applicable laws, regulations, and policies;
- Resources are protected against fraud/abuse, mismanagement or loss;
- Reliable information on the source, amount and use of resources are secured, maintained up to date and recorded.

Be advised, that your internal controls as applicable to your records and transactions will be subject to monitoring reviews and audit processes. As a result, PRDOH has the right to request modifications in your internal controls practices, policies, and procedures.

2.4.6 WHAT ACCOUNTING RECORDS MUST SUBRECIPIENTS MAINTAIN?

Financial record keeping is a basic requirement for administering CDBG-DR or CDBG-MIT funds, so you are required to have accounting records that adequately identify the source and application of CDBG funds. Financial record keeping is one of the primary areas subject to HUD reviews and one which, if inadequate, can lead to serious problems. As Subrecipient, you are responsible for maintaining financial information and records including but not limited to:



Remember, as Subrecipient, you are expected to have accounting records which contain reliable and up-to-date information about the sources and uses of funding including grant awards received, current authorizations to CDBG-DR or CDBG-MIT funds, unobligated balances, assets and liabilities, program income, and expenditures.

It is also important for your organization to know that Subrecipients are required to maintain a new, separate, and non-comingled Disaster Relief Accounts and to deposit all CDBG-DR funds into such account. Subrecipient are required to provide and make available to PRDOH all documentation related to such account as may be requested by the PRDOH.

2.4.7 HOW TO REGISTER AND TRACK FIXED ASSETS?

Property purchased with CDBG-DR funds is subject to requirements under the 2 C.F.R. 200. Property management records must be maintained for all equipment and quarterly reporting completed and submitted to the CDBG-DR Finance Division by the CDBG-DR Operations Division. The CDBG-DR Operations Division shall maintain a list of equipment and share it with the CDBG-DR Finance Division for purposes of reconciling the general ledger each quarter. The reconciliation shall verify purchase orders and equipment listing against the posted expenditures¹⁹.

To track and account for fixed assets acquired under the CDBG-DR grant, all subrecipients must follow the instructions provided in the Accounting and Tracking Fixed Asset for Subrecipients document. At the end of every month, PRDOH must receive a listing of the assets the Subrecipients have on hand (tangible and intangible) by submitting the following documentation to the agency within the first five (5) business days of the following month from which the entity is reporting²⁰:

- a. Inventory & Depreciation Registry²¹ – tool used to register fixed assets information and calculate depreciation given the following conditions:
 - i. Have an acquisition cost of \$500.00 or more.
 - ii. Have a useful life of one year or more.

When acquired, all assets must be given a unique identification number to assure the asset is being properly accounted for and control procedures are in place.

The Subrecipients must ensure that all documents include the name and position of the preparer, and the entity's information (name, logo, mail, and e-mail addresses, and telephone number).

2.4.7.1 Inventory and Depreciation Registry

At the end of each month the preparer shall use the Inventory & Depreciation Registry to track the physical inventory, cost, and depreciation expense of all fixed assets with an acquisition value of \$500.00 or more.

- a. The following fields on the document must be completed:
 - i. Name of the asset
 - ii. Description
 - iii. Model Number

¹⁹ See also, Financial Policy, Section 15: Fixed Assets, Property and Equipment, <https://cdbg-dr.pr.gov/en/download/financial-policy/>.

²⁰ See, Accountancy and Tracking of Fixed Assets for Subrecipients Instructions.

²¹ The Subrecipients required to submit an Inventory and Depreciation Registry are the subrecipients that are approved to purchase Fixed Assets in their SRA Budget Exhibit. The need to report is triggered when the subrecipient submits its first fixed assets invoice to PRDOH. The PRDOH Finance Team will flag the fixed assets on the financial system and send an e-mail to the Subrecipient with the Accountancy and Tracking of Fixed Assets: Guide for Subrecipients and the Inventory & Depreciation Registry.

iv. Serial Number

v. ID Number (Assigned to Equipment)

vi. FAIN (Federal Award Identification Number) – can be found at <https://www.usaspending.gov/#/search>

vii. Category

viii. Assigned To

ix. Additional Information

x. Location of the item – Department/Area/Floor

xi. Date of Acquisition

xii. Start Depreciation Date (populates automatically)

xiii. Purchase Order Number

xiv. Supplier

xv. Warranty Expiration Date (if any)

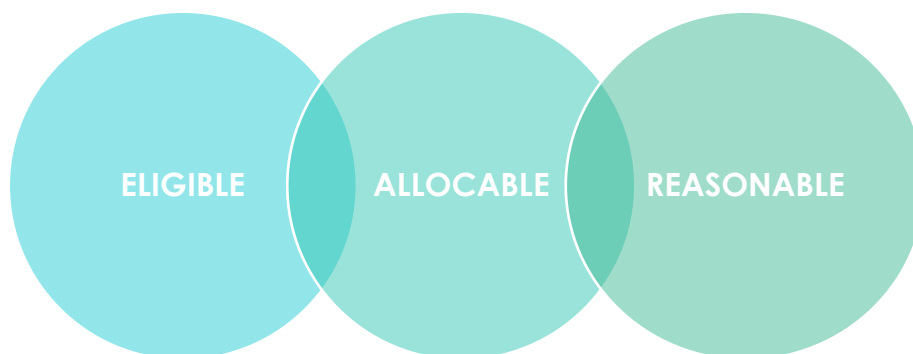
xvi. Condition (new or used)

xvii. Unit Cost

2.4.8 HOW DOES A SUBRECIPIENT DETERMINE WHAT ARE ALLOWABLE COSTS?

As stated in the Subrecipient Management Policy, your organization must follow and comply with the basic guidelines set forth by the United States Office of Management and Budget (**OMB**)²² regarding costs that are allowable under the CDBG Program.

Any expenditure your organization makes related to CDBG-DR or CDBG-MIT related activities and programs needs to be:



²² See, 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards".

Based on the above and your requirements under the SRA, please note that, for costs to be allowable under the CDBG-DR Program they need to meet the following:

1. Expenditure is reasonable, necessary, and directly related to the CDBG-DR Program and the scope of work included in the SRA.
 - o Please note that this applies to items such as: salaries, administrative services contracts, real property, and equipment purchases or leases, travel, and other administrative expenditures.
 - o Subrecipients should consider the following when determining if costs are reasonable:

Is this type of cost generally recognized as ordinary and necessary for the operation of the organization or the performance of the award?



Are there any specific requirements or limitations imposed by generally accepted sound business practices, federal and local laws and regulations, and terms and conditions of your SRA?



In incurring costs, are the principals of your organization being prudent at such time taking into consideration who they serve and their employees?



Are there any significant deviations from the established practices of the organization that may not justify award costs being higher?

2. The expenditure has been authorized by PRDOH in your SRA Budget.
3. The expenditure is not prohibited under Federal, state, local laws, or regulations.
 - o As an example, Subrecipients are strictly prohibited from incurring in expenditure of Federal funds for entertainment, contributions and donations, fines and penalties, and bad debts.
 - o Generally, you will be able to find a detailed list of prohibited expenditures in the Program Guidelines.
4. The expenditure is consistently treated. This means that as Subrecipient, you apply generally accepted accounting standards when you compute your costs, and you use the same procedures when performing the calculation of costs as for its non-Federally assisted activities.

If you at any point have any questions regarding Allowable Costs you should contact your POC for your question to get properly channeled and clarifications provided to your organization.

Any cost incurred by your organization regarding CDBG-DR or CDBG-MIT related activities and programs needs to be:

1. Allocable to the CDBG-DR or CDBG-MIT Program. **What does this mean?**
 - o Costs are allocable to a particular cost objective (e.g., grant, program, or activity) in proportion to the relative benefits received by that objective. This means that if an office is utilized by two programs during the same hours, the costs of the office

should be allocated between the two programs on an equitable basis. The same expense cannot be claimed against more than one grant (i.e., double billing is prohibited).

- A cost originally allocable to a particular Federal grant program cannot be shifted to another Federal grant program to overcome funding deficiencies, to avoid restrictions imposed by the grant or by law, or for any other reasons. Direct costs must be identified specifically with a particular activity. Indirect costs are those incurred for common objectives that benefit more than one activity (e.g., salaries of executive officers, accounting and auditing, other costs of general administration). The Subrecipient's indirect costs must be supported by an indirect cost proposal.
2. The cost is net of all applicable credits. Subrecipients are not allowed to make a profit from any costs charged to CDBG-DR or CDBG-MIT funds.

2.4.9 WHAT SOURCE DOCUMENTATION MUST APPEAR IN THE FILE?

Based on your SRA and applicable regulations Subrecipients are required to have source documentation to support your accounting records.²³ Because documentation is critical under the CDBG-DR or CDBG-MIT Program, supporting documentation is critical for your organization to show that the costs incurred and for which you are requesting reimbursement from CDBG-DR or CDBG-MIT funds were incurred within the term of the SRA, were actually paid out (or properly accrued), were allowable items, and were authorized under the SRA.²⁴

Remember, the documentation you maintain to support your accounting records must explain the basis of the costs incurred, dates when these were incurred and the amounts. Show the actual dates and amount of expenditures.

Some examples are included below for your reference:

- **Payroll source documentation could include but is not limited to the following:**
 - Employment letters and all authorizations for rates of pay, benefits, and employee withholdings.
 - Minutes from board of directors' meetings where salary schedules and benefit packages are established, copies of written personnel policies, W-4 forms, etc.
 - Staff time charged to the CDBG-DR or CDBG-MIT Program activity, time and attendance records should be available.
 - Important to note that if any of your staff members share time with other funding sources, your organization must hold time distribution records that support allocation charges.

- **Cost of space and utilities, space costs may include but is not limited to:**

²³ See, 2 C.F.R. §200.302, Financial Management.

²⁴ Playing by the Rules: A Handbook for CDBG Subrecipients on Administrative Systems, March 2005, <https://files.hudexchange.info/resources/documents/Playing-By-the-Rules-a-Handbook-for-CDBG-Subrecipients-On-Administrative-Systems.pdf>.

- o Rental agreements and utility cost bills and payments.
- o Important for you to have in mind: If your organization shares the cost of space or utilities between your CDBG-DR or CDBG-MIT Program and non-related CDBG activities, you need to establish and follow the approved method to allocate the charges among the sources, consistent with PRDOH and federal guidelines.

Supplied documentation would include purchase orders or requisition forms initiated by an authorized representative of the Subrecipient, an invoice from the vendor (which has been signed-off by the Subrecipient to indicate the goods were received), the canceled check from the vendor demonstrating payment was made, and information regarding where the supplies are being stored and for what cost objective(s) they are being used.

2.4.10 MUST SUBRECIPIENTS KEEP BUDGET CONTROLS IN PLACE?

Yes! Subrecipients must have adequate procedures and practices in place to monitor obligations and expenditures against approved budget(s). Therefore, it is important for you to remember that as a Subrecipient, you must:



It's very important for you to always bear in mind, your SRA provides that PRDOH will not reimburse a Subrecipient for expenditures which exceed approved budget line items or the overall budget for CDBG-DR or CDBG-MIT activities. Reimbursement will only be provided for allowable costs as described in the approved SRA.

2.4.11 WHAT IS PROGRAM INCOME AND WHAT ARE SUBRECIPIENT'S RESPONSIBILITIES IN TRACKING IT?

PRDOH reserves the right to authorize the Subrecipient to retain Program Income to be used in eligible program activities as described in its SRA.

2.4.12 WHAT IS PROGRAM INCOME?

Program income is any gross income received by the Subrecipient directly generated from the use of CDBG-DR or CDBG-MIT funds, except as provided in the requirements related to Revolving Loans and received by the Grantee or subgrantee. 24 C.F.R. § 570.500(a).

2.4.13 WHAT DO YOU AS SUBRECIPIENT NEED TO DO IN CASE OF PROGRAM INCOME GENERATION?

Your SRA states that you must notify PRDOH, within **twenty-four (24) hours** of receipt of any program income generated by activities carried out with CDBG-DR funds from your SRA. All Program Income generated by activities carried out with the CDBG-DR funds must be returned to PRDOH if retention of such is not previously authorized by PRDOH.

2.4.14 WHAT HAPPENS IF THE PROGRAM INCOME GENERATED IS ONLY PARTLY PRODUCED WITH CDBG-DR FUNDS?

If program income is generated by a project that is only partially assisted with CDBG-DR funds, the amount of program income attributable to CDBG-DR shall be pro-rated accordingly to reflect the percentage of CDBG-DR funds used (24 CFR Part 570.489(e)(1)). Please see the following table containing examples of what is considered program income:

PROGRAM INCOME	NOT PROGRAM INCOME
Proceeds from the sale or long-term lease of real property purchased or improved with CDBG-DR funds.	Total amounts of less than \$35,000 received in a single year.
Proceeds from the disposition of equipment purchased with CDBG-DR funds.	Amounts generated related to assistance to neighborhood-based nonprofit organizations, local development corporations, nonprofit organizations serving the development needs of the communities in non-entitlement areas, to carry out a neighborhood revitalization or community economic development or energy conservation project, and assistance to neighborhood-based nonprofit organizations,
Gross income from the use or rental of property acquired by the Grantee or Subrecipient with CDBG-DR funds, less the costs incidental to the generation of such income.	

<p>Gross income from the use or rental of property owned by the Grantee or Subrecipient that was constructed or improved with CDBG-DR funds, less any costs incidental to the generation of such income.</p>	<p>or other private or public nonprofit organizations, for the purpose of assisting, as part of neighborhood revitalization or other community development, the development of shared housing opportunities in which elderly families benefit as a result of living in a dwelling in which the facilities are shared with others in a manner that effectively and efficiently meets the housing needs of the residents and thereby reduces their cost of housing.</p>
<p>Payments of principal and interest on loans made using CDBG-DR funds.</p>	
<p>Proceeds from the sale of loans made with CDBG-DR funds.</p>	
<p>Proceeds from the sale of obligations secured by loans made with CDBG-DR funds.</p>	
<p>Interest earned on program income, pending the disposition of such program income.</p>	
<p>Funds collected through special assessments made against properties owned and occupied by households not of low- and moderate-income, where such assessments are used to recover part or all the CDBG-DR portion of a public improvement.</p>	

Please remember that program income must follow the agreed upon clause(s) in your SRA. For more information on this topic, attached hereto the Program Income Policy visit the CDBG-DR Program website at <https://cdbg-dr.pr.gov/en/download/program-income-policy/> or <https://cdbg-dr.pr.gov/download/politica-de-ingresos-del-programa/>.

2.5 WHAT ARE SUBRECIPIENT’S RESPONSIBILITIES AS TO PROGRAM RECORD KEEPING?

Records and documentation are everything! Remember, if you don’t document and adequately keep records, you cannot show adequate management of funds, Program performance or regulatory compliance.

2.5.1 WHAT CAN HAPPEN?

Serious monitoring findings and HUD audit findings which could result in recapture of funds. As stated in the SRA, as Subrecipient you are required to retain records for a **five (5) years** term after project close-out. But remember that your organization needs to retain records longer if the

records relate to audit resolution, audit appeal, or other action initiated prior to the end of the record retention period but extending beyond that period.

2.5.2 WHEN DOES THE RETENTION PERIOD START?

When the annual or final expenditure report has been submitted or, for non-expendable property, from the date of final disposition.

For more information you can see attached hereto [Appendix VII](#) CDBG-DR Record Keeping, Management, and Accessibility Policy (**RKMA Policy**).²⁵

2.5.3 WHAT ARE YOUR **-RECORD KEEPING RELATED-** RESPONSIBILITIES AS A CDBG-DR PROGRAM SUBRECIPIENT?

- As Subrecipient, your organization must have a Record Keeping Policy. However, as stated in the Subrecipient Management Policy, if your organization does not have a Record Keeping Policy in place, you can adopt PRDOH's RKMA Policy and follow requirements contained in such document.
- As Subrecipient, your organization must have procedures in place which detail the management and implementation of record keeping practices.
- It is critical for all your staff to be trained and aware of the record keeping related requirements and the procedures.

Remember, you may adopt and implement the RKMA Policy if your organization doesn't have an existing Record Keeping Policy. While the SRA dictates general record keeping requirements, you want to make sure that you are documenting things that include but are not limited to, program and program performance, income eligibility requirements, duplication of benefits, financial management compliance and applicable federal cross-cutting requirements.

2.5.4 WHAT ARE THE RECORDS THAT YOUR ORGANIZATION, AS SUBRECIPIENT, MUST MAINTAIN?

The records include, but are not limited to, the following:

Budget
Accounting Procedures, including internal controls
Accounting journals, ledgers, & chart of accounts
Source documentation (purchase orders, invoices, canceled checks, electronic payments)

²⁵ For the Spanish version of the RKMA Policy please visit: <https://cdbg-dr.pr.gov/download/politica-sobre-manejo-administracion-y-accesibilidad-de-documentos/>.

Procurement files (including bids, contracts, etc.)
Records providing a full description of each activity undertaken and eligibility
Payroll records and reports
Financial reports
Audit reports and documentation
Relevant financial correspondence and any other document that shows financial management compliance
Records demonstrating that activity undertaken meets one of the National Objectives of the CDBG-DR Programs as modified by HUD Notices.
Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR Program that prohibit discrimination against any protected classes (e.g., demographic information on applicants, beneficiaries, and area impacted by projects).
Records documenting compliance with cross cutting requirements (e.g., Davis-Bacon, Uniform Relocation Act, and Lead-Based Paint)

Please note: the above is a non-exhaustive list and the items above are examples for your reference.

You can also find a Document Maintenance Checklist under **Appendix VIII** included under this document.

2.6 NATIONAL OBJECTIVES

2.6.1 DO SUBRECIPIENTS HAVE TO KEEP RECORDS TO DOCUMENT NATIONAL OBJECTIVES?

Yes! Subrecipients need to maintain records that show that activities undertaken meet one of the criteria for National Objectives.

Please see the following table containing examples of the type of documentation that you must maintain to confirm that your activities meet any of the National Objective criteria:

NATIONAL OBJECTIVE	REQUIRED DOCUMENTATION
--------------------	------------------------

LMI AREA	<ul style="list-style-type: none"> • Boundaries of service area • Census data including total persons and percentage of LMI • Evidence area is primarily residential • Survey documentation (if applicable)
LMI LIMITED CLIENTELE	<ul style="list-style-type: none"> • Documentation that the beneficiaries are low/moderate income or presumed to be low/moderate income (by category).
LMI JOB CREATION OR RETENTION	<ul style="list-style-type: none"> • Number of jobs created or retained • Type and title of jobs created or retained • Income of persons benefiting from the jobs created or retained; National Objective Documentation 24 C.F.R. § 570.483(b)(4)(i) is waived. HUD considers the person income-qualified if annual wages or salary is at or under the HUD established income limit for a one-person family.
SLUM AND BLIGHT	<ul style="list-style-type: none"> • Evidence of formal slum/blighted area designation (e.g., boundaries, evidence area meets State slum/blight requirements) • Documentation and description of blighted conditions (e.g., photographs, structural surveys, or development plans) • If applicable, evidence that the property meets spot designation requirements (examples may include acquisition and demolition of a dilapidated property, elimination of code violations on a community facility, preservation of a historic property, or financial assistance to a business to demolish a decayed structure).
URGENT NEED	<ul style="list-style-type: none"> • Documentation of urgency of need and timing as established in CDBG-DR Action Plan • Certification that other financing resources were unavailable, and CDBG-DR meets the unmet need.

2.6.2 DO SUBRECIPIENTS NEED TO DOCUMENT THAT ACTIVITIES CARRIED OUT ARE TIED TO DISASTER?

As Subrecipient of PRDOH and as required under the SRA and applicable federal regulations, you are responsible for documenting that activities carried out by your entity are eligible activities as previously detailed in this Manual.

As a Subrecipient, you need to remember to document that your activities and/or project as a whole, meet eligibility requirements and that they are related to recovery from the disaster(s) covered by the appropriation.

2.6.3 HOW DO THE ACTIVITIES IN YOUR PROGRAM OR PROJECT ADDRESS A DISASTER RELATED IMPACT AND SERVES TO RESTORE HOUSING, INFRASTRUCTURE OR THE ISLAND’S ECONOMY?

A possible approach to documenting this could be:

- Applicant suffered physical or economic damage from the hurricanes or – funded project will help to economically revitalize an impacted community, including new construction.
- Post-disaster analyses or assessments for economic or non-physical losses.
- It is important to keep in mind: simply being located within a declared area is not sufficient documentation – you must be able to show that the specific project or applicant has a tie to the disasters. Documenting this in a timely manner is necessary as documenting the tie to disasters can become quite challenging as time passes.

2.7 DUPLICATION OF BENEFITS:

2.7.1 WHAT IS DUPLICATION OF BENEFITS?

The Stafford Act prohibits any person, business concern, or other entity from receiving Federal funds for any part of such loss as to which they have received financial assistance under any other program, from private insurance, charitable assistance, or any other source. Duplication of Benefits (**DOB**) verification and analysis ensure that program funds compensate applicants for damages and needs that have not been addressed by an alternate source, either through funding or assistance. As such, PRDOH must consider disaster recovery aid received by Program applicants from any other federal, state, local or other source and determine if any assistance is duplicative. Any assistance determined to be duplicative must be deducted from the Program's calculation of the applicant's total need prior to awarding assistance. Please see your specific Program Guidelines and specific programmatic activity DOB requirements.²⁶

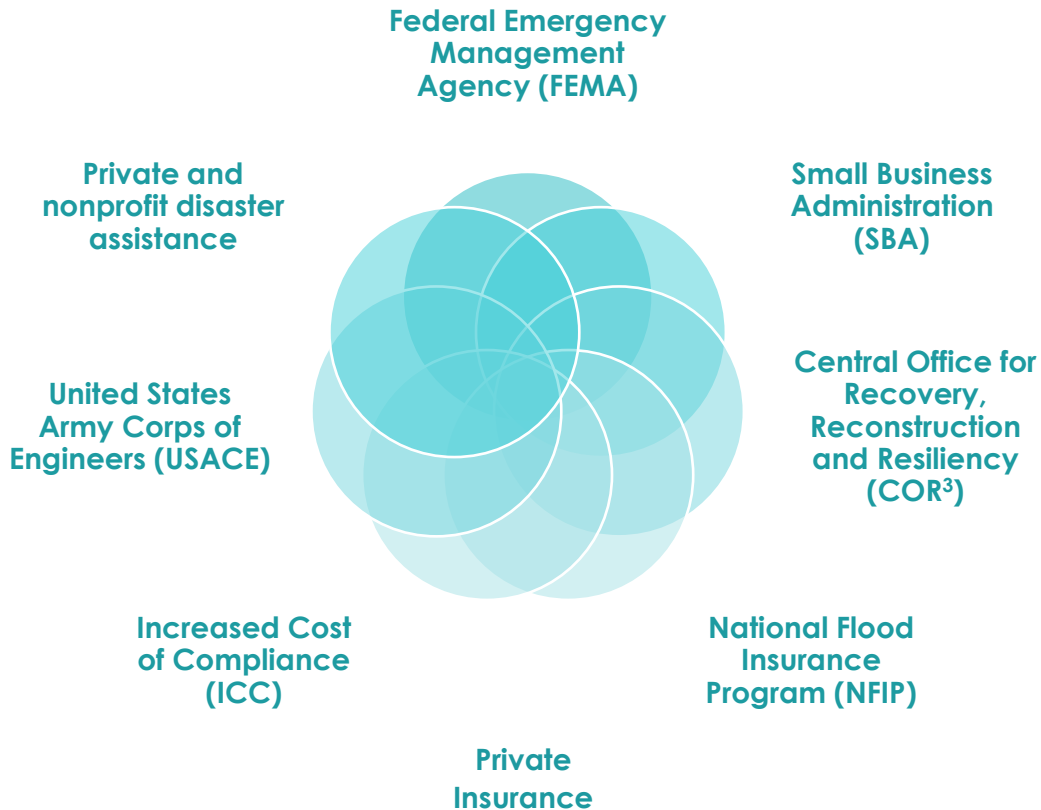
2.7.2 WHAT ARE SUBRECIPIENT'S RESPONSIBILITIES IN DOCUMENTING COMPLIANCE?

Don't forget that you are responsible for record retention of documents submitted by applicants to avoid Duplication of Benefits in the assistance provided, as it relates to specific CDBG-DR Programs or projects under your SRA.²⁷

Common disaster assistance sources include, but are not limited to:

²⁶ See, Duplication of Benefits Policy at <https://cdbg-dr.pr.gov/en/download/duplication-of-benefits-policy/>.

²⁷ The duplication of benefits guidance included in Federal Register Vol. 84, No. 119 (June 20, 2019), 84 FR 28836, updates the duplication of benefits guidance issued in Federal Register Vol. 76, No. 221 (November 16, 2011), 76 FR 71060 for CDBG-DR grants received in response to disasters declared between January 1, 2015, and December 31, 2021.



For additional information on how specific programs will address DOB, you may access published Program Guidelines in English and Spanish at <https://www.cdbg-dr.pr.gov/en/resources/policies/program-policies/> or <https://www.cdbg-dr.pr.gov/recursos/politicas/politicas-de-programas/>.

You can also find more information and a detailed explanation about this subject in the Duplication of Benefits Video Reference at: <https://cdbg-dr.pr.gov/en/frequently-asked-questions/>; <https://www.youtube.com/watch?v=qEGwSbJ5UR.M>.

2.7.3 WHAT ARE SUBRECIPIENT RESPONSIBILITIES ON ACCESS TO RECORDS?

Subrecipients need to be conscious of the fact that HUD and the Comptroller General of the United States, or their authorized representatives, have the right to access Subrecipient entity program records. Also, PRDOH is required to provide citizens with reasonable access to all records regarding current and past funded programs (as applicable privacy and confidentiality state and local laws allow).

This and all the information contained above means that your organization needs to have a strong record keeping system compliant with requirements.

2.8 PROCUREMENT

As part of the activities that Subrecipients will carry out, it is likely that you will need to go through a procurement process to acquire any goods or services needed to carry out those activities.

It is critical for you to understand that your organization, as a CDBG-DR Subrecipient, must follow and meet the procurement requirements set forth in 2 C.F.R. §200.318 through 2 C.F.R. §200.327 for the procurement of any materials, property, equipment, or service. It is required that Federal dollars are spent fairly and encourage open competition at the best level of service and price. These requirements are to be adhered to by all parties participating in the procurement.



PRDOH monitors the procurement actions of their Subrecipients as part of their oversight. The consequences of non-compliance with the above could result in unpaid reimbursement requests and even SRA termination.

Please be advised that you are required to undertake orientations detailing the rules and requirements set forth in 2 C.F.R. §200.318 through 2 C.F.R. §200.327.

The essence of “good procurement” can be summarized as follows:

- Identify and clearly specify standards for the goods or services the subrecipient wants to obtain;
- Seek competitive offers to obtain the best possible quality at the best possible price;
- Use a written agreement that clearly states the responsibilities of each party;
- Ensure the fair and equitable treatment of all bidders and potential bidders;
- Keep good records; and
- Have a quality assurance system that helps the subrecipient get what it pays for.

2.8.1 WHAT ARE SELECTION PROCESSES UNDER PRDOH CDBG-DR PROCUREMENT?

There are various methods for the procurement of goods and services, however, the adequate method may depend on your organization, the activities you will be carrying out as Subrecipient and the amount and types of goods or services to be obtained. You can find guidance on the available methods of procurement on the LMS Core Curriculum Procurement 102: Overview of Procurement Processes for Subrecipients. The PRDOH Procurement Division is available to provide specific technical assistance or guidance on procurement processes.

2.8.2 CONTRACTUAL AGREEMENTS BETWEEN SUBRECIPIENT AND THIRD PARTIES UNDER YOUR SRA.

A very important detail that you need to be aware of is that in the procurement of goods or services, you will execute a contractual agreement in which you need to include all applicable PRDOH's conditions. As Subrecipient you are responsible for requiring all contractors to flow down the PRDOH's Conditions, as well as termination for convenience of the PRDOH, to all subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors. These Conditions include required terms for project contracts, HUD General

Provisions, Participation by Minority Group Members and Women Requirements and Procedures for Contracts with Housing Trust Fund Corporation, Standard Clauses for Contracts with the PRDOH and required diversity forms.

It should be noted that these clauses come from both federal and state laws, regulations and executive orders, as well as provisions issued by HUD. Most of the clauses applicable to contractors are also applicable between the contractor and the subcontractor.

Below is a general description of the important clauses that needs to be included in the contracts:²⁸

Federal Requirements in a contract:

1. Type of contract: Our legal system recognizes different types of contracts. However, the most common for CDBG-DR goods and services are: (1) fixed price and (2) cost reimbursement. Under a fixed price contract, the contractor agrees to perform all the services and/or provide all the agreed goods in exchange for a fixed price, regardless of the cost that this entails for the contractor. Under a cost reimbursement contract, the contractor may request the subrecipient to reimburse allowable expenses up to a maximum, as provided in the contract.
2. The term of the contract- This is the duration of the contract. It is important to note here that the term cannot be greater than the term established in the Subrecipient Agreement between the Subrecipient and PRDOH.
3. The performance and responsibilities assumed by the contractor.
4. Liquid damages (money) to be paid by the contractor for non-compliance.
5. Compliance with Equal Employment Opportunity, prohibiting discrimination in hiring or employment based on race, color, religion, sex, or national origin.
6. Intellectual Property rights are governed in accordance with the federal regulations of the Code of Federal Regulations.
7. Mandatory registration in the Award Management System (SAM) - This system indicates whether a contractor is prohibited from contracting with the Federal Government.
8. Record retention for 5 years after the last payment made. However, if there is a pending claim or litigation between the parties, records must be kept until all disputes are resolved.
9. Value engineering- seeks those systems, items, materials, services and equipment work for their intended use at the lowest cost.
10. The contractor is prohibited to bribed for profit from a federal transaction.
11. Benefit to M/WBE (entities classified as women or minorities) and persons with low or very low income under Section 3.
12. Drug-Free Workplace clause.

²⁸ For more information refers to the Contract and Subrecipient Agreement Manual at: <https://cdbq-dr.pr.gov/en/download/contract-and-subrecipient-agreement-manual/> (English) and <https://cdbq-dr.pr.gov/download/manual-para-contratos-y-acuerdos-de-subrecipiente/> (Spanish).

13. The contractor must comply with the provisions of the Subrecipient Agreement. In addition, language is added indicating that the federal provisions of the Subrecipient Agreement apply to the contract and subcontracts.
14. The contract must not prejudice the rights of the subrecipient.
15. The contractor is an independent contractor with all its implications. The contract does not create a relationship between PRDOH and the contractor.
16. Compliance with PRDOH policies on the protection of personally identifiable information.
17. Contractor agrees to monitor the performance of its subcontractors and that they comply with applicable state and federal regulations and policies.
18. In addition, it must be included in the contract that the contractor will comply with the provisions of the following federal laws:
 - a. Clean Air and Federal Water Pollution Control Acts - regulate air and surface water pollution, respectively
 - b. Energy Policy and Conservation Act sets standards on energy conservation and efficiency.
19. Include a copy of the HUD General Provisions.
20. If the contract is a construction contract for an amount in excess of \$ 2,000: it must include a compliance clause with the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141- 3148) (which requires contractors to pay mechanics and workers not less than the prevailing wage for that type of work in that geographic area) and the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as well as similar business regulations (prohibiting a contractor from causing their employee to waive their pay, partially or totally). Construction contracts are also governed by other labor laws, regulations, and executive orders.
21. If the contract exceeds the amount of \$ 10,000, clauses must be provided:
 - a. For the termination of the contract by cause or conviction of the parties, also indicating how pending issues would be addressed.
 - b. Solid Waste Disposal Act- solid waste management and use of recovered materials.
22. Contracts for more than \$ 100,000:
 - a. Byrd Anti-Lobbying-(31 U.S.C. § 1352) the Contractor is prohibited to use federal funds with the intention of inducing an employee or member of an agency or the federal Congress to obtain a contract or federal funds in his favor.
23. Contracts in excess of \$ 150,000:
 - a. Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. §3702(a)) requiring contractors to pay their employees for providing federal services, "over-time". For every hour worked by an employee in excess of 40 hours, he must be paid compensation of 1.5 times his hourly wage.

State requirements in a contract:

1. Contracts can only be prospective for services / goods that have not yet been provided
2. Personal circumstances of the contractor:
 - a. Full name
 - b. Employer social security
 - c. If contractor a natural person: civil status, domicile, and profession
 - d. If contractor a legal entity: certificate of incorporation with the State Department

3. Effective date of the contract that does not necessarily have to be the date of execution.
4. Compensation (this refers to whether the services/ goods are to be remunerated per hour, per unit, or part of a lump sum). The maximum amount to be disbursed under the contract and the method of payment.
5. The invoices must be specific, indicating the services provided and the hours worked. Each invoice must be accompanied by a certification to the effect that such services are eligible, have been rendered, but have not been renumbered, and language certifying that no public employee is a party to or has an interest in the earnings.
6. Contractor certifications:
 - a. from the Department of the Treasury:
 - i. certifying that you have filed tax returns during the past 5 years
 - ii. certifying that it does not have an outstanding debt with the Government of Puerto Rico. On the contrary, if you have an outstanding debt, you have accepted a payment plan and are up to date with those payments.
 - b. And if the contract exceeds \$16,000:
 - i. The contractor shall certify that it has filed income tax returns for the five (5) taxable years preceding the year in which the contract is intended to be executed and that it has no outstanding tax debt with the Government of Puerto Rico of any sort; or that he has availed himself of a payment plan whose terms and conditions are being complied with.
 - ii. Negative certification of debt with CRIM or certification indicating that the contractor is under a payment plan.
 - iii. From the Department of Labor and Human Resources and the Social Security Administration- to be in compliance with the required payments to Social Security, disability insurance, unemployment and driver's insurance.
 - iv. Negative certification from ASUME when the contractor is a natural person. Certification of employer compliance, this certification is issued in the cases of legal persons (companies, corporations) to corroborate that they comply with the orders issued in their name as employer, to withhold alimony payments from the salary of their employees.
 - v. Negative certification of debt with ASEM or that it has accepted a payment plan when the contractor is an insurer or health service provider.
7. Legal provision that allows the party to enter in the agreement.
8. Legal basis that allows contracting with CDBG-DR funds.
9. Withholding of income as established in the Internal Revenue Code for Puerto Rico, 13 LPR § 30011 et seq.
10. Certification of funds. In simpler words, where does the funds come to paid the contractor.
11. Conflict of interest policy regarding public employees - certify that they are not involved in any conflict of interest or of public policy.
12. Applicable insurance policies.
13. Contracts for professional services must include two additional clauses to the effect that:
 - a. The contractor has not been convicted of crimes against public integrity
 - b. Knowledge and compliance with the ethical standards from their profession or occupation.

14. If the contractor is a natural person:

- a. Must include a clause that does not receive illegal money from public entities.
- b. Must include a clause that the contractor is not required to pay child support, or that the contractor is on track with the child support payments.



All subrecipients must notify PRDOH a copy of the signed contract within **three (3) days** after its signing. Such notification can be made by email to the PRDOH Legal Division at the following email: contractscdbgdr@vivienda.pr.gov.

If the subrecipient is a government entity, you must also register your contract with the Comptroller's Office within **15 days** after signing.

For more information, the Subrecipient can use the Contract Checklist **Appendix IX** and the list of General HUD Provisions **Appendix X**. Said documents are intended to serve as a guide to the subrecipient when drafting their contracts.

2.8.3 PROCUREMENT CONTACTS AND LINKS



Subrecipients Procurement Library

This e-library has been created for the Subrecipients to be able to download different procurement process templates for their use. In this e-library, the Subrecipients will also find all Administrative Orders for reference related to the procurement processes and general templates of documents.

<https://app.smartsheet.com/sheets/v59cja92vffi8pf9jvRvrF6gFvVJrw7GWjf548G1>



Courtesy Reviews

Subrecipients have the discretion to request courtesy reviews of their procurement processes. To exercise this alternative, Subrecipient must send their documents via the Grant Compliance Portal (GCP) through the Procurement and Contracts Module.

<https://home2.outsystemsenterprise.com/Procurement/LandingPage.aspx>



Procurement Support Request Form

This form has been created for the Subrecipients to be able to request support in regards of technical assistance or any basic orientation for their procurement processes matter.

<https://app.smartsheet.com/b/form/701959fb7d584c509227068c2fcb66c4>



CDBG-DR Procurement (in the cdbg-dr.pr.gov website)

This section provides different resources where Subrecipients can download

the Procurement Manual, the DUNS²⁹ and SAM FAQ guide, and general information about Procurement. Also, in this page, you can click to register to be able to receive notifications about active procurement processes.

<https://cdbg-dr.pr.gov/en/cdbg-dr-procurement/>



CDBG-DR: Contracts

This section of the CDBG-DR Website includes all PRDOH contracts under CDBG-DR Program that can be used as reference.

<https://cdbg-dr.pr.gov/en/contracts-cdbg/>



System of Award Management (SAM)

All entities participating in a procurement process using/receiving federal funds must be registered in Sam.gov. It is also required that suppliers submitting quotes for the CDGB-DR programs are registered in the System for Award Management (SAM) to be considered. If not yet registered, suppliers must include evidence of registration when submitting their quotes. *Such registration is free of charge for the supplier.*

****The SAM registration will be required for purchase orders/contracts equal or higher than \$25,000.***

For registration: <https://www.sam.gov/SAM> or [https://www.federalcontractingpr.com/Register today](https://www.federalcontractingpr.com/Register%20today).

Please see the [Appendix XI](#) Informative Newsletter: DUNS Transition to UEI.



Limited Denial of Participation List (LDP)

The Limited Denial of Participation List excludes a specific person or entity from participating in a specific program, or programs, within a HUD field office's geographic jurisdiction, for a specific period of time.

https://www.hud.gov/topics/limited_denials_of_participation



Oficina del Contralor de Puerto Rico

The Comptroller's Office allows the consultation or search for contracts with the Government of Puerto Rico. The contracts of services/goods can be used for guidance or reference.

<https://consultacontratos.ocpr.gov.pr/>



GSA eLibrary

The GSA eLibrary can be used as a source to look for the latest GSA contract awards and information.

²⁹ As of April 4, 2022, the SAM replaced the DUNS number with the Unique Entity Identifier (UEI). Entities already registered in SAM have their UEI.

<https://www.gsaelibrary.gsa.gov/ElibMain/home.do>

2.9 SINGLE AUDIT

As a subrecipient, you are required to comply with the Single Audit Requirements as included in your SRA.

2.9.1 WHAT DOES THIS MEAN?

1. You need to understand the provisions related to Single Audit under the SRA.
2. You must be vigilant of your federal fund expenditures from federal awards during the respective fiscal when such expenditures equal or exceed the \$750,000 threshold set forth in §200.501.

WARNING: This includes all federal award expenditures!! Make sure you have a good accounting and expenditure tracking system.

3. Once you meet the threshold you need to notify PRDOH and report that event in your corresponding monthly progress report.
4. Engage the appropriate parties for your organizations Single Audit Review.
5. Once you obtain your Single Audit Report, electronically submit data and reporting related to the Single Audit report, to the Federal Audit Clearinghouse (**FAC**) (2 C.F.R. § 200.512(d)) and that no protected personally identifiable information as set forth in 2 C.F.R. § 200.512(a)(2)) is included in such reports. You can access the FAC via the following link: <https://facweb.census.gov/>.

Additionally, PRDOH will request that your organization provide an annual certification form, attached hereto as **Appendix XII**, for the previous fiscal year stating that your organization did not reach the annual expenditure threshold and as a result it is not required to undergo a Single Audit as required by the above-mentioned regulation. PRDOH will provide such annual certification form to the Subrecipient in the event it is required.

2.9.2 WHAT HAPPENS WHEN THE PRDOH OBTAINS YOUR SINGLE AUDIT REPORT?

It is important for you to understand that PRDOH will review your organization's Single Audit Report and should there be any factors or findings that may have an impact on your performance, use and/or administration of federal funds or of carrying out the activities included in your SRA, PRDOH may request any necessary corrective actions. If any such concerns or findings are contained in the Single Audit Report, your organization must provide a written communication to PRDOH within thirty (30) days of such disclosure. If deemed necessary, PRDOH may request to schedule a meeting with your organization to review overall program performance, financial records, any corrective actions needed.

2.10 UNIFORM RELOCATION ASSISTANCE

As a Subrecipient, you need to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (**URA Act**) as amended, 42 U.S.C. § 4601 et seq., and section 104(d) of the Housing and Community Development Act of 1992, as amended (**HCDA**), 42 U.S.C.A. § 5301. These regulations establish minimum federal requirements for the acquisition of real property for federally funded programs and projects, and for the relocation of persons who must move from their homes, businesses, or farms as direct result of acquisition, rehabilitation, or demolition for a Federally funded program or project.

2.10.1 WHEN ARE URA REQUIREMENTS APPLICABLE?

When any project is funded in part or in full by CDBG-DR funds, and all activities related to that project.

2.10.2 WHAT IS THE MAIN PURPOSE OF HUD REGULATIONS ON URA?

To provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

When CDBG-DR funds are planned, intended, or used for any activity or phase of a project and the phases are interdependent, URA applies to that activity or project. This includes any property acquisition, even if CDBG-DR funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-DR funds to complete the project or an interdependent phase of the project.

2.10.3 URA RECORD KEEPING AND REPORTS

Any entity, agency, project, or activity to which URA applies, shall properly notify in writing all affected property owners and tenants, and maintain adequate records of its acquisitions and displacement activities in sufficient detail to demonstrate compliance, as provided in 49 C.F.R § 24.9. Additionally, confidentiality of records must be maintained, unless applicable law provides otherwise.

You can look at the PRDOH's Uniform Relocation Assistance Guide & Residential Anti-Displacement and Relocation Assistance Plan (**URA & ADP Guide**) via the following link: [Appendix XIII³⁰](#).

2.11 SECTION 3 COMPLIANCE & MINORITY AND WOMEN BUSINESS ENTERPRISES COMPLIANCE (M/WBE)

As Subrecipient of the PRDOH, Section 3 requirements compliance requirements must be adhered to. The PRDOH CDBG-DR website contains information regarding the PRDOH policy and tools

³⁰ For the Spanish version of the URA & ADP Guide please visit: <https://cdbq-dr.pr.gov/download/guias-ura-adp/>.

available to fulfill Section 3 participation for new hires, training, contracting and other economic opportunities for participation in federal contracting opportunities with CDBG-DR funding.

The Federal Compliance Division will reach out to your compliance coordinator or manager to request reports and offer training once you have completed the onboarding training as mentioned above.

The Federal Compliance Division, responsible for the implementation of Section 3, M/WBE will require Subrecipients to report on these compliance areas as detailed in further on this Manual.

For questions related to Section 3 Compliance, you can write to Section3CDBG@vivienda.pr.gov with your inquiries or concerns.

For questions related to M/WBE compliance you can write to MWBECDDBG@vivienda.pr.gov with your inquiries or concerns.

2.12 DAVIS BACON COMPLIANCE

2.12.1 WHAT DOES YOUR ORGANIZATION NEED TO KNOW AS SUBRECIPIENT OF THE CDBG-DR PROGRAM?

PRDOH adopted a Davis Bacon and Related Act (**DBRA**) Policy to comply with applicable federal legal and regulatory requirements and as a result, subrecipients must implement and comply with the PRDOH DBRA Policy.

Most construction projects funded with CDBG-DR funds must comply with DBRA requirements to ensure that laborers and mechanics are paid prevailing wages, including overtime, for the work performed on CDBG-DR funded projects. Contractors awarded contracts funded with CDBG-DR funds are responsible for understanding and complying with DBRA. The Federal Compliance Division and/or your Program POC will provide guidance on applicability of DBRA to your construction project.

Remember: PRDOH and its subrecipients are responsible for reviewing certified payroll and other records to ensure compliance.

2.12.2 DO SUBRECIPIENTS HAVE SPECIFIC DBRA REQUIREMENTS FOR DBRA-COVERED PROJECTS?

YES! If your construction project needs to comply with DBRA requirements, you will need to do the following:

Require awarded contractors and their subcontractors to submit weekly Certified Payroll Records (CPRs).

Perform on-site employee interviews and employee questionnaires.

Perform periodic "spot check" review of the submitted CPRs and related submissions, including comparison of on-site interviews.

Ensure awarded contractors pay laborers and mechanics, at least the locally prevailing wages (including fringe benefits).

Identify potential willful violations and enforce corrective actions for identified errors.

Thoroughly explore any evidence of violations, especially allegations of underpayment, and ensure full resolution of substantiated violations.

Enforce the referral of potential criminal/complex investigations, debarment, and/or CWHSSA liquidated damages to HUD.

Pursue debarment and other available sanctions for contractors that repeatedly violate prevailing wage requirements and/or fail to properly carry-out their labor standards

The Federal Compliance Division will reach out to subrecipients to offer additional trainings after the completion of the initial trainings are completed.

For more information, please visit the web pages to locate policy/guides and other useful resources: <https://cdbg-dr.pr.gov/en/davis-bacon-website-map/>

For questions related to Davis Bacon and Related Acts compliance you can write to DavisBacon@vivienda.pr.gov with your inquiries or concerns.

2.12.3 FAIR HOUSING AND EQUAL OPPORTUNITY

It is very important for all Subrecipients to ensure that your programs, policies, and projects do not have the effect of discriminating or disproportionately impacting any protected classes of people or their communities, even if it is unintentional. Federal law requires that federally funded programs, including CDBG-DR, are implemented in a manner that does not deny any individuals the opportunity to participate in, access, or benefit from the CDBG-DR Program based on any federally or locally designated protected classes.

For more information on the Federally or locally designated protected classes please visit the Fair Housing and Equal Opportunity Policy for CDBG-DR Programs (**FHEO Policy**) available in English and Spanish at: <https://www.cdbg-dr.pr.gov/en/download/fair-housing-and-equal-opportunity-fheo-policy-for-cdbg-dr-programs/> and <https://cdbg-dr.pr.gov/download/politica-de-equidad-de-vivienda-e-igualdad-de-oportunidades-para-los-programas-cdbg-dr/>.

2.12.3.1 Fair Housing & Equal Opportunity

The FHEO Policy establishes requirements and provides guidance for ensuring that CDBG-DR programs do not discriminate against protected classes of people. Included in this policy is a summary of all civil rights-related and anti-discrimination laws which must be complied with, strategies and requirements for the affirmative marketing of programs to potential participants, the handling of discrimination complaints, equal opportunity employment requirements, communication requirements, recordkeeping requirements, and other information critical for ensuring compliant design and implementation of the CDBG-DR Program.

Subrecipients should ensure that infrastructure activities will avoid disproportionate impact on vulnerable populations and create opportunities to address economic inequities facing local communities within their jurisdiction.

2.12.3.2 Reasonable Accommodations & Modifications

Federally funded programs are required under Section 504 of the Rehabilitation Act of 1973, as amended, to make reasonable accommodations and modifications for individuals with disabilities. The purpose of Section 504 is to avoid discrimination and ensure these individuals have an equal opportunity to access and enjoy the benefits of the Program. Requests for accommodations (changes to a rule, policy, practice, or service) and reasonable modifications (structural changes to a building or dwelling) most commonly arise in housing programs, however Section 504 applies to all federally funded programs and activities.

Subrecipients must have a process in place for how they will provide for program participants to submit a request for accommodation or modification, how they will be evaluated in compliance with Section 504 and the Americans with Disabilities Act of 1990, as amended (**ADA**), and how this evaluation and resolution process will be documented. PRDOH has established the Reasonable Accommodation Policy to guide individuals on how to submit a non-employment related request and establishes certain requirements for subrecipients and contractors on how to receive and evaluate reasonable accommodation and modification requests.

PRDOH and its subrecipients will ensure that program participants are made aware of their right to request reasonable accommodations, and that every effort is made to meet the disability-related needs of requesting individuals to the maximum extent feasible, so far as providing the requested accommodations or modifications is considered reasonable.

2.12.3.3 Language Accessibility

PRDOH and Subrecipients are responsible for complying with the PRDOH Language Access Plan (**LAP**). The purpose of the LAP is to ensure meaningful access to federally assisted programs and activities for persons, who as a result of national origin, are limited in their Spanish or English proficiency. The Language Access Plan provides concrete action steps that shall be followed by Subrecipients and contractors to ensure that appropriate language services and translated vital documents are made available to potential and CDBG-DR Program participants in accordance with the LAP.

2.13 ENVIRONMENTAL COMPLIANCE AND REVIEW

The environmental review process is required for all HUD-assisted projects, including CDBG-DR funded projects, to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users.

An environmental review is the process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. Every project undertaken with Federal funds, and all activities associated with such project, are subject to the provisions of the National Environmental Policy Act of 1969 (**NEPA**), and HUD environmental review regulations.

2.13.1 AS SUBRECIPIENT, ARE YOU RESPONSIBLE FOR ENVIRONMENTAL COMPLIANCE AND REVIEW?

While PRDOH generally undertakes environmental compliance tasks and review, your responsibilities as Subrecipient will depend on the terms and conditions of your SRA and the nature of your Program. Usually, a level of responsibility for environmental determination for project activity will be required prior to the development of the SRA. The environmental review (based upon that level of environmental determination) may be required prior to receiving funding.

To conduct the appropriate level of environmental review the Program will need to determine the environmental classification of the project. The term "project" may be defined as an activity or group of activities geographically, functionally, or integrally related, regardless of funding source, to be undertaken by the Program in whole or in part to accomplish a specific objective.

Your program guidelines provide further information on this topic.

2.14 COMMUNICATIONS GUIDE

Clear and effective communication is of paramount importance for the achievement of the CDBG-DR and CDBG-DR MIT programs' goals and objectives. The main goal of all our conscientious efforts is to enhance awareness and understanding of the needs of our citizenry, and other interested parties, and on how they will derive benefit from CDBG-DR key recovery and mitigation programs, whilst maintaining the integrity of the recovery effort and ensuring compliance with cost principles, and citizen participation guidelines, among other regulation.

This Communications Guide applies to PRDOH CDBG-DR's employees, staff, subrecipients, partners, contractors, subcontractors, consultants, vendors, and third parties, that work on CDBG-DR funded programs. This guide ensures communications are uniform, cohesive, and follow one consistent message.

A strong and cohesive message is crucial for the consistency of a program's purposes and objectives. Likewise, it enhances the effectiveness of any communication strategy implemented by the program administrators. Therefore, a communications review process off all these communications strategies is needed for assurance of message cohesiveness and transparency amid program stakeholders and participants. As part of this strategy, all communication efforts intended for the promotion of the portfolios of the different recovery or mitigation programs must be reviewed by the Communications Division. Subrecipients and partners must work collaboratively with the Communications Division to develop effective communications materials and design effective outreach strategies. Contractor and vendors are not required to submit any communication efforts provided by the CDBG-DR programs for content information review because it is presumed that the provided communication material has the approval of the Communications Division. All communication materials must be submitted at:

- https://home2.outsystemsenterprise.com/CDCA_TH/Login.aspx

Subrecipients, as implementation partners, are authorized to post information on their corresponding CDBG-DR programs social media accounts.

- They must tag the CDBG-DR social media account (e.g. Facebook, YouTube - Ex: @CDBG-DR Puerto Rico) and comply with all guidelines and requirements listed in this and other CDBG-DR Policies and Guidelines.
- Follow PRDOH CDBG-DR Program Branding Guidelines with regards to CDBG-DR Program logos, color palette, and templates.
- Follow and include all Fair Housing and Equal Opportunity requirements.

For more information on the types and methods of communications accepted by PRDOH, visit the Communications Guide which is available in English and Spanish at:

<https://cdbg-dr.pr.gov/en/download/communications-guide/> y <https://cdbg-dr.pr.gov/download/guia-de-comunicaciones/>

2.15 PROJECT CLOSEOUT

2.15.1 WHAT ARE YOUR RESPONSIBILITIES FOR PROJECT CLOSEOUT?

Documents demonstrating compliance must be retained by the Subrecipient for a period of five (5) years after the close-out of the Agreement. Personnel files must be maintained separately from correspondence and other related program files. The closeout of a grant is a process in which PRDOH determines that applicable administrative and program requirements of the applicable SRA between PRDOH and the Subrecipient have been completed. The closeout process will include steps taken to ensure the Subrecipient:

Expend all grant funds in accordance with needs or return funds.

Updates accomplishments data to reflect all activities completed (or canceled).

Update the performance measures for actual versus proposed.

2.15.2 CROSS CUTTING GUIDELINES

Some federal and local requirements apply to all programs funded by CDBG-DR. The Cross-Cutting Guidelines cover topics such as: financial management; environmental review; labor standards; acquisition; relocation; fair housing; among others. The requirements described in the above referenced Cross-Cutting Guidelines, apply to all programs described in PRDOH's CDBG-DR Initial Action Plan and its amendments.

The Cross-Cutting Guidelines, and all CDBG-DR Program policies, are available in English and Spanish on the PRDOH website at and <https://www.cdbg-dr.pr.gov/recursos/politicas/> and <https://cdbg-dr.pr.gov/en/resources/policies/general-policies/>.



CDBG OVERVIEW & PURPOSE



SUBRECIPIENT



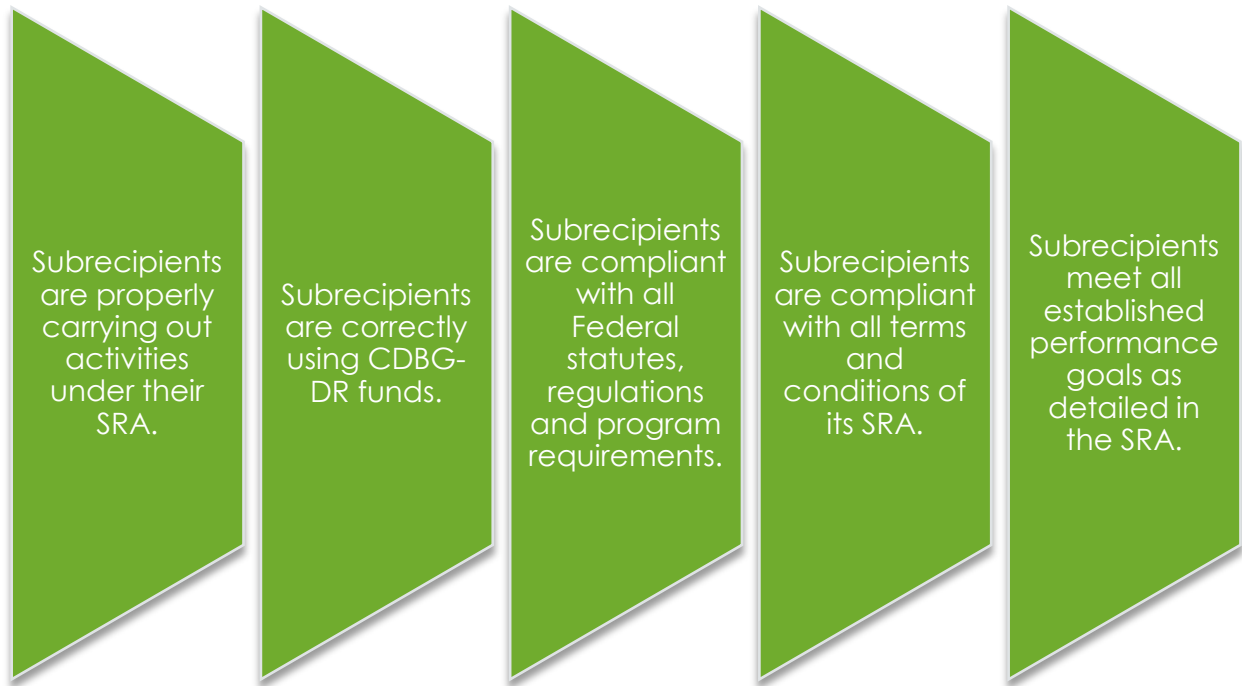
PRDOH RESPONSIBILITIES

HOW DOES THE PRDOH TRACK SUBRECIPIENT PERFORMANCE?

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3.1 OVERSIGHT AND SUBRECIPIENT MANAGEMENT

As Subrecipient, you have many responsibilities in carrying out specific Program activities and managing CDBG-DR funds. As a result, the PRDOH has the responsibility of establishing oversight mechanisms on Subrecipients to ensure the following:



To achieve the above, PRDOH has put in place certain oversight mechanisms including policies, procedures and tools, among others, to ensure that you are meeting your responsibilities as Subrecipient of the PRDOH CDBG-DR Program. Oversight will be performed at different levels as follows:



PRDOH has set various oversight mechanisms to ensure that the activities carried out by you as Subrecipient on its behalf, are appropriate and in compliance with your SRA and applicable laws

and regulations. Program Areas are responsible for the **day-to-day** oversight and management of Subrecipients. The purpose is that any possible issues related to performance or compliance are identified in a timely manner and corrective action is performed to address such issues.

REMEMBER: Most problems can be solved if they are addressed in a timely manner. If you self-identify any issue, you need to contact your POC to address appropriately and quickly - this results in a more productive and efficient implementation of Programs.

Based on the above, you should expect regular PRDOH oversight efforts which will require your cooperation. This means that you must provide information PRDOH requests, including but not limited to Monthly Reports and other data or reports.

The Program Area, as manager of the Program and your performance, will conduct oversight activities on a periodic basis.

Please be aware that the Disaster Recovery Deputy Secretary, the PRDOH Legal Director and the PRDOH Finance Director (PRDOH Management) will be periodically provided with information and updates of actions taken with Subrecipients and necessary recommendations.

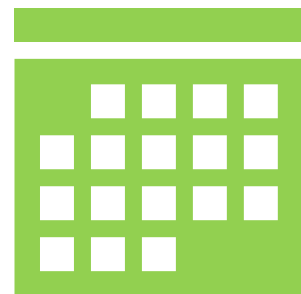
The above is part of PRDOH's overall efforts to ensure activities are carried out in compliance with CDBG-DR requirements, program funds are expended in accordance with requirements and achieve the Program's success.

3.2 REPORTS

3.2.1 WHAT ARE -PROGRAM AREA- MONTHLY REPORTS?

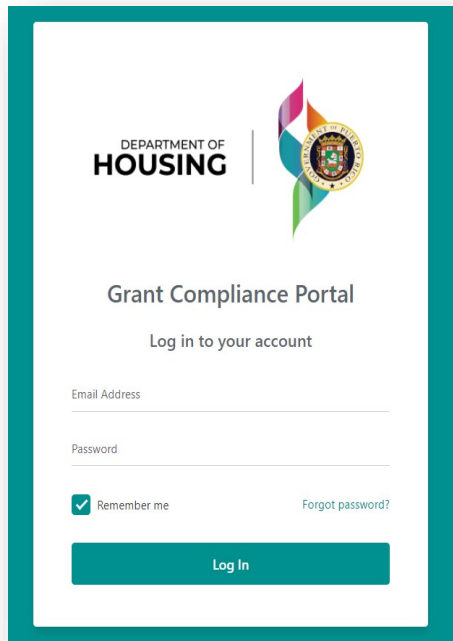
A monthly report is a document to which Subrecipients are required to complete and submit **each month**, as included in the SRA, where you detail your regular monthly progress to the PRDOH. The detail included relates the administrative matters and performance of your activities.

PRDOH has developed an enhanced Performance Reporting system where your organization will be able to provide some general information pertaining to your administrative activities and detailed activities on the progress of Key Activities.



Subrecipient activities of this program will be reported and monitored through the Grant Compliance Portal (**GCP**).³¹ Created for PRDOH, this portal will be used by Subrecipient Contract Managers, Program Manager Point of Contact (**PM POC**), Grant Manager Points of Contact (**GM POC**), PRDOH POCs, and Subrecipient Agreement (**SRA**) Administrators to report on and monitor

³¹ The GCP was previously known as Subrecipient Agreement Performance Reporting Portal (SAPR). The change of the name responded to the expansion of new modules and functionalities.



The screenshot shows the login page for the Grant Compliance Portal. At the top left is the Department of Housing logo. To its right is a colorful graphic of a house with a circular seal. The text reads "DEPARTMENT OF HOUSING" and "Grant Compliance Portal". Below this is the instruction "Log in to your account". There are two input fields: "Email Address" and "Password". A "Remember me" checkbox is checked, and there is a "Forgot password?" link. A teal "Log In" button is at the bottom.

the use of program funds. Access to the GCP Portal will require user login credentials. If you do not have login credentials, please send an e-mail to helpdeskpr@hornellp.com and cc: your Program POC.

In the GCP Portal, accomplishments for Key Deliverables and Activities, schedule changes, expenses, program income, and other transactions involving grant funds will be monitored for compliance. So, it is important that subrecipients, particularly, familiarize themselves with the system and maintain updated records at all times. To access GCP, go to this [link](#).

The Subrecipient has at its disposal the GCP Manual for Subrecipient Contract Manager Role.



It is important to mention that the portal generates the reports on the 25th of each month and the Subrecipient has until the 5th of the following month to submit the report.³² SMT offers every third Tuesday of every month a refresher GCP workshop. Subrecipient must registry using this link:

<https://app.smartsheet.com/b/form/7115aa1e2f594cc7b3e5f3783b6227a2>



NOTE: We emphasize that submitting the monthly reports is a contractual requirement reflected in your SRA and the approved report is a complementary document and required in the invoicing process.

³² If the fifth (5th) of the month falls on a Saturday, Sunday or holiday, the date of submitting the report is carried over to the next business day.



The Non Federal Match Program (NFM) performs an analysis of FEMA-eligible Project Worksheets (PWs) and issue a final Review and Recommendation (R&R) Report, initially approving the costs submitted under the PW to justify cost share payments under the evaluated PW. The R&R serves as the basis for the revision of submitted progress payments under the project. The completion of R&R satisfy the compliance requirement stated in the SRA hence, NFM Subrecipients do not have to complete the GCP.



Through GCP, Subrecipient may submit a courtesy review of their procurement packages and submit Request for Information (RFI) about different topics.

3.2.2 FOR WHAT PURPOSES DOES THE PRDOH USE THE DATA YOU INCLUDE IN THE MONTHLY REPORT?

Program Areas review and evaluate content of monthly reports to know and understand that Subrecipients are carrying out activities contemplated in the SRA and performing as agreed to, among other things. You should specifically be aware that PRDOH will evaluate the progress of the Key Activities in your SRA as included in the Monthly Report to assess your performance. This in turn will be used to assess if you are on track with performance, need technical assistance and/or to substantiate your invoices, etc. Please note that the contents of the Monthly Report or the information requested by the Program can change based on Program needs.

3.2.3 ARE THERE ANY OTHER REPORTS TO BE SUBMITTED TO THE PRDOH CDBG-DR PROGRAM?

Yes! The CDBG-DR Program may require your organization to submit additional reports necessary for the Program. Your Program POC or a CDBG-DR Program contact will notify you of such need.

Federal Compliance Reports:

Please take note that the CDBG-DR Program's Federal Compliance Division, responsible for the implementation of Section 3, M/WBE, Fair Housing, Davis Bacon and Related Acts will require Subrecipients to report on these compliance areas. These compliance areas are a part of the overall requirements of your SRA and the CDBG-DR Program.

3.2.3.1 When are the Federal Compliance Report collected?

Section 3, MWBE and FHEO Quarterly Reports are collected on the following dates for each year your SRA is active:

- January 5

- April 5
- July 5
- October 5

Projects which are subject to Davis Bacon will also need to comply with the policy guide and other resources made available by PRDOH.

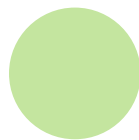
For more information, please visit the following web pages to locate policy guides and other useful resources:

- For Section 3: <https://www.cdbg-dr.pr.gov/en/section-3/> & <https://cdbg-dr.pr.gov/download/politica-sobre-seccion-3/>
- For Minority and Women Business Enterprises (M/WBE): <https://cdbg-dr.pr.gov/en/section-3/enterprise-woman-minority-mwbe/> & <https://cdbg-dr.pr.gov/download/politica-mwbe/>
- For Davis Bacon: <https://cdbg-dr.pr.gov/en/davis-bacon-website-map/> & <https://cdbg-dr.pr.gov/download/politica-sobre-la-ley-davis-bacon-y-las-leyes-relacionadas/>
- For Fair Housing and Equal Opportunity (FHEO): <https://cdbg-dr.pr.gov/en/fair-housing/> & <https://cdbg-dr.pr.gov/download/politica-de-equidad-de-vivienda-e-igualdad-de-oportunidades-para-los-programas-cdbg-dr/>

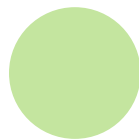
3.3 MONITORING

3.3.1 WHAT IS THE PURPOSE OF PRDOH MONITORING ACTIVITIES?

PRDOH must ensure that Subrecipients are properly carrying out activities. In order for the PRDOH to meet such requirement, it has set certain oversight mechanisms to track progress and monitor performance. The purpose is to ensure that:



You are using funds for the authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the SRA; and



Your performance goals are achieved.

3.3.2 WHAT CAN YOU EXPECT FROM A MONITORING REVIEW OR VISIT?

Because PRDOH must ensure, as Grantee, that all CDBG-DR funds are spent effectively and accomplish their intended purpose, it must monitor and conduct oversight activities for such purposes.

In accordance with your SRA, PRDOH will perform all necessary monitoring activities to ensure funds allocated to your organization under the SRA are used for authorized purposes, in

compliance with Federal statutes, regulations, and the terms and conditions of this Agreement, including the timeframes and performance goals set forth the SRA as these relate to the activities included under your Scope of Work.

3.3.3 HOW IS THE MONITORING PROCESS CONDUCTED?

Internal Monitoring policies and procedures call for the CDBG-DR Program to perform annual monitoring reviews on Subrecipients per the Monitoring schedule.

Upon your first draw of funds after you have presented your reimbursement request, your organization will enter the CDBG-DR Program Risk Assessment pool wherein the Monitoring Division will perform an assessment of your organization and will determine, based on certain risk factor criteria, the type of risk associated to your organization under the CDBG-DR Program.

Based on the results, the Monitoring Division determines the type of monitoring review it will perform on your organization. A notification will be sent to your organization advising your organization of the monitoring review and details of the review.

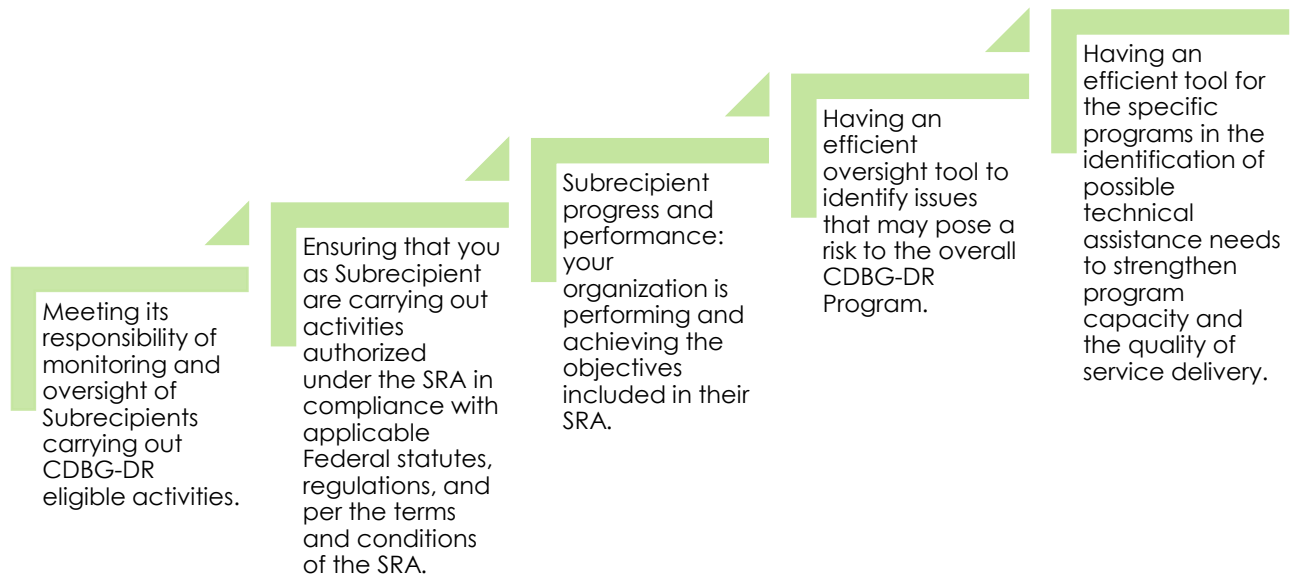
After completing the monitoring review, the Monitoring Division will coordinate with your organization certain meetings to discuss the results of the review and ultimately a Monitoring Report is issued.

If any deficiencies are identified, you will be required to address them in the timeframe provided. This means, that if any of those findings call for corrective actions, you must put those in place in order to resolve and close the findings.

The CDBG-DR Program Monitoring Division has developed a Monitoring Manual and Plan for this process. Substandard performance, as specified in policies and procedures reviewed and approved by PRDOH, will inform determinations of noncompliance with the SRA.



3.3.4 WHAT DOES THE MONITORING PROCESS ACHIEVE FOR PRDOH?



3.3.5 WHAT TYPES OF OUTCOMES MAY RESULT FROM A MONITORING REVIEW OR VISIT?

- Your organization may be assigned a higher level of risk and additional conditions to mitigate that risk of non-compliance may be assigned.
- PRDOH may issue management decisions³³ for audit findings pertaining to the Federal award provided to the Subrecipient from PRDOH as required by 2 C.F.R. § 200.521.
- PRDOH may consider taking enforcement action against noncompliant Subrecipients as described in 2 C.F.R. § 200.339 which speaks to remedies for noncompliance.

PRDOH follows HUD monitoring and oversight related guidance. As such, you can access HUD's A Guidebook for CDBG Grantees on Subrecipient Oversight via the following link: https://www.hud.gov/sites/documents/DOC_17086.PDF. You can see monitoring checklists that may serve as guidance for your organization in understanding topics which may be covered in monitoring reviews.

3.4 AUDITING

3.4.1 WHAT ARE THE KEY AUDIT ASPECTS THAT YOUR ORGANIZATION SHOULD BE AWARE OF REGARDING CDBG-DR PROGRAM AUDITS?

As provided in your SRA and following provisions under 2 C.F.R. Part 200, you are required to make available to PRDOH, HUD, and the Comptroller General of the United States, or any of their

³³ Management decision means the evaluation by the Federal awarding agency or pass-through entity of the audit findings and corrective action plan and the issuance of a written decision to the auditee as to what corrective action is necessary. 2 C.F.R. §200.521.

authorized representatives for audit, or examination purposes any record that pertains to matters covered by your SRA. It is important for you to understand as Subrecipient that the above agencies have full authority to request, as they deem necessary, any relevant data for purposes including but not limited to auditing, examination and/or review.



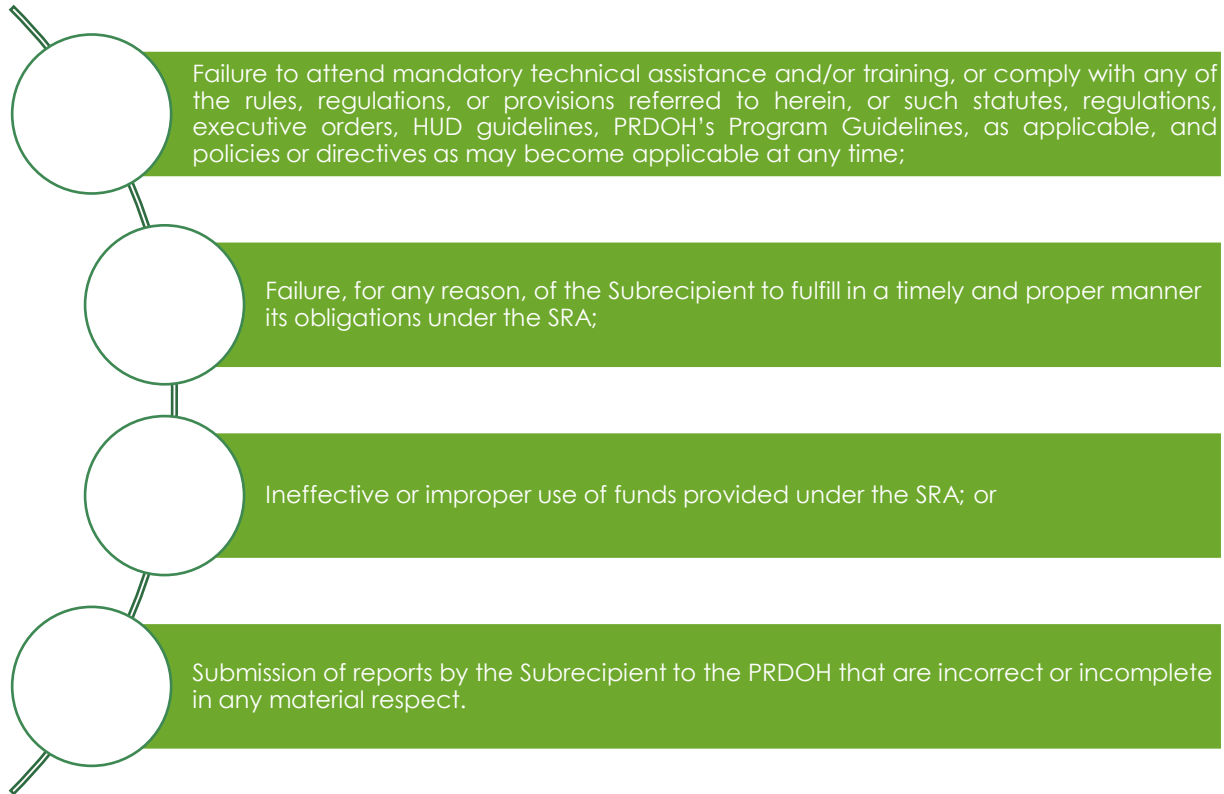
After being subject of an audit or examination, you will be provided an audit report. If there are any deficient findings notified in the audit report, you are required to fully clear them within **thirty (30) days** after receipt of the audit report. Please remember that failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of your SRA and may result in the withholding of future payments and/or termination.

3.5 NONCOMPLIANCE OR NONPERFORMANCE

As stated throughout this document, you are required to comply with the terms and conditions of your SRA and all federal requirements applicable to the CDBG-DR Program, as may be detailed in such Agreement, the Subrecipient Management Policy, this Manual and additional CDBG-DR documents.

This means that you need to meet all administrative and programmatic requirements coming from the above referenced documents. Particularly, your organization is contractually bound to comply with the SRA provisions and to carry out the activities contained thereunder in the manner requested and agreed upon under the Scope of Work and the Timelines and Performance Goals.

Your SRA contains provisions for termination for cause if at any point PRDOH determines that your organization has failed to comply with any term, condition, requirement, or provision of this Agreement. Failure to comply with any terms of this Agreement, include (but are not limited to) the following:



PRDOH is allowed to take the appropriate actions to prevent a continuance of the deficiency, mitigate any adverse effects or consequences, and prevent a recurrence. Equally important for your organization to understand is that PRDOH can establish remedies to address Subrecipient noncompliance.

As such, PRDOH has adopted oversight guidance for its Program POCs to understand the manner in which PRDOH, through Program Areas, and PRDOH Legal Division, will objectively manage potentially non-compliant Subrecipient with SRA provisions. PRDOH POCs are provided steps to follow to work with your organization in identifying and correcting any non-performance issue. These provisions cover items that include but are not limited to staffing changes reporting, monthly reporting, Section 3 reporting, procurement compliance, and meeting specific delivery of activities as included in the Scope of Work and the Timelines and performance goals.

3.6 APPROVAL

This Subrecipient Manual will take effect immediately after its approval. This document supersedes any previously approved version.

END OF MANUAL

APPENDICES

APPENDIX I

Finance Orientation Presentation & Subrecipient Request for Reimbursement and Payment Instructions³⁴

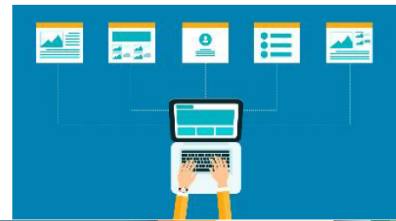


³⁴ If you need technical assistance with the Vendor Café platform, please email helpdeskpr@hornellp.com and copy Natalia Rivera-nrivera@vivienda.pr.gov.

INVOICE PACKAGE

The Invoice Package consists of the following documents:

- 1) Invoice Checklist
- 2) Invoice Form
- 3) Activity Detail / Canopy Report
- 4) Payment Certification / Payment Evidence
- 5) Supporting Documents
- 6) Monthly Report



www.cdbg-dr.pr.gov

INVOICE CHECKLIST

Contractor		Description	
Yes	N/A		
<input type="checkbox"/>	<input type="checkbox"/>	Invoice Checklist	
<input type="checkbox"/>	<input type="checkbox"/>	Invoice	
<input type="checkbox"/>	<input type="checkbox"/>	Activity Detail / Canopy Report (if applicable)	
<input type="checkbox"/>	<input type="checkbox"/>	Evidence of Payment or Certifications	
<input type="checkbox"/>	<input type="checkbox"/>	Supporting documents of the work performed	
<input type="checkbox"/>	<input type="checkbox"/>	Monthly Report	

Submitted by Contractor's Authorized Representative:


 POSITION PRINT Name signature Date

The **Invoice Checklist** provides a list of all the documents required for the payment process. These are:

- a) Invoice Checklist
- b) Invoice Form
- c) Activity Detail / Canopy Report
- d) Payment Certification / Payment Evidence
- e) Supporting Documents
- f) Monthly Report

These forms must be signed by an authorized representative.

INVOICE CHECKLIST


GOVERNMENT OF PUERTO RICO
 Department of Housing

INVOICE CHECKLIST
CDBG-DR
A

Contractor Type
 Partner
 Subrecipient
 Contractor

Contractor Name:	Sector:	[Sector title]
[Contractor name]	Program/Area:	[Program title]
Contractor Address:	Contract No.:	[Contract number]
[Contractor address]	Invoice No.:	[Invoice number]
	Invoice Date:	[Invoice date]
	Invoice Amount:	-
Project:	[Description]	

Fields to modify in this part:

- Invoice Number
- Invoice Date
- Invoice Amount

The format of the invoice number must be as follows:

RGUPRST2007001

Program Acronym Vendor Acronym Year Month Invoice Number

INVOICE CHECKLIST

Checklist

Contractor		Description
Yes	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	Invoice Checklist
<input type="checkbox"/>	<input type="checkbox"/>	Invoice
<input type="checkbox"/>	<input type="checkbox"/>	Activity Detail / Canopy Reports (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	Evidence of Payment or Certifications
<input type="checkbox"/>	<input type="checkbox"/>	Supporting documents of the work performed
<input type="checkbox"/>	<input type="checkbox"/>	Monthly Report

Important Notice: Our entity has acknowledge the recordkeeping policies and the contractual clause and we hereby certify that we maintain in our archives all the original documents that have been submitted as part of this invoice. All documents are available for future monitoring, audits or other process performed by any entity.

Submitted by Contractor's Authorized Representative:

_____ Position _____ Print Name _____ Signature _____ Date

- Documents required in the invoice :
 - Invoice Checklist
 - Invoice Form
 - Activity Detail / Canopy Report
 - Payment Certification / Payment Evidence
 - Supporting Documents
 - Monthly Report

FORMA "INVOICE"

PRDOH Activity	PRDOH COA	Activity Description	Contracted Amount	Previous		This Invoice		Total to Date		Balance	
				Amount	%	Amount	%	Amount	%	Amount	%
R01H07RRR-DOH-LM	5001-2029	H - General Program and Administration	[Contract Amount]	-	0.0%	-	0.0%	-	0.0%	-	0.0%
Total			\$ -	\$ -	0.0%	\$ -	0.0%	-	0.0%	-	0.0%

Fields to modify in this part:

- Previous Amount
- This Amount

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FORMA "INVOICE"

Executive Order required in all contracts with government

According to the contract


EXECUTIVE ORDER 2001-73 STATEMENT			
<p>"Under penalty of absolute nullity, I hereby certify that no public servant of the government entity is a party to or has an interest of any kind in the profits or benefits to be obtained under the contract which is the basis of this invoice, and should he be a party to, or have an interest in, the profits or benefits to be obtained under the contract, a waiver has been previously issued. The only consideration to provide the contracted goods or services under the contract is the payment agreed upon with the authorized representative of the government entity. The amount that appears in the invoice is fair and correct. The work has been performed, the goods have been delivered, and the services have been rendered, and no payment has been received therefor."</p>			
Certified by Authorized Representative:			
[Authorize Representative's Job Title]	[Authorize Representative's - Print]	[Authorize Representative's Signature]	[Date of Signature]
Position	Print Name	Signature	Date

Yes	N/A	DAVIS-BACON ACT STATEMENT (if applicable)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	I hereby Certify Compliance with the Davis-Bacon Act
Yes	N/A	SECTION 3 STATEMENT
<input checked="" type="checkbox"/>	<input type="checkbox"/>	I hereby Certify Compliance with the Section 3
Yes	N/A	INSURANCE AND GOVERNMENT CERTIFICATIONS (if applicable)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	I hereby Certify Compliance with local Government Entities and Insurances coverage as agreed in Contract

Fill in all fields

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ACTIVITY DETAIL



GOVERNMENT OF PUERTO RICO
Department of Housing

ACTIVITY DETAIL
CDBG-DR
C.2

SUPPLIES / EQUIPMENT
[Sector title]
[Program title]


Contractor: [Contract Name] | Contract #: [Contract Number] | Invoice #: [Invoice Number]
Invoice Period: [Start date] to [End date]

Line Item	Supplies	Number of Units	Unit Cost	Total Cost
1				\$ -
2				-
3				-
4				-
5				-
6				-
7				-
8				-
9				-
10				-
11				-
12				-
13				-
14				-
15				-
TOTAL				\$0.00

The undersigned hereby certify:
(1) That all work related to this Activity Detail set forth above has progressed to the point where the task being invoiced merits payment from the PRDOH in accordance with contract terms and conditions; (2) That all supporting documentation related to the tasks herein have been uploaded to the Program's System of Record and is available for review by the PRDOH or its designees, where applies; (3) That no previous invoice submitted to the PRDOH has included a request for payment for the tasks herein invoiced; (4) The cost included are eligible for CDBG-DR funds, comply with Program requirements and HUD's eligibility.

Certified by: _____ Date: _____
[Authorized Representative Signature]

ACTIVITY DETAIL



GOVERNMENT OF PUERTO RICO
Department of Housing

ACTIVITY DETAIL
CDBG-DR
C.3

TRAVEL
[Sector title]
[Program title]


Contractor: [Contract Name] | Contract #: [Contract Number] | Invoice #: [Invoice Number]
Invoice Period: [Start Date] to [End Date]

Line Item	Date	Concept	Travel Purpose, when applicable	From	To	Mileage Incurred	Mileage rate	Amount Invoiced
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
TOTAL						0	\$	-

The undersigned hereby certify:
(1) That all work related to this Activity Detail set forth above has progressed to the point where the task being invoiced merits payment from the PRDOH in accordance with contract terms and conditions; (2) That all supporting documentation related to the tasks herein have been uploaded to the Program's System of Record and is available for review by the PRDOH or its designees, where applies; (3) That no previous invoice submitted to the PRDOH has included a request for payment for the tasks herein invoiced; (4) The cost included are eligible for CDBG-DR funds, comply with Program requirements and HUD's eligibility.

Certified by: _____ Date: _____
[Authorized Representative Signature]

ACTIVITY DETAIL



GOVERNMENT OF PUERTO RICO
Department of Housing

ACTIVITY DETAIL
CDBG-DR
C.4

TRANSLATION SERVICES
[Sector title]
[Program title]

Contractor: [Contract Name] | Contract #: [Contract Number] | Invoice #: [Invoice Number]


Invoice Period: [Start Date] to [End Date]

Line Item	Document	Date Requested	Date Submitted	Total of Words	Unit Price	Total Cost
1						-
2						-
3						-
4						-
5						-
6						-
Total Translation Cost: \$						-

The undersigned hereby certifies:
(1) That all work related to this Activity Detail set forth above has progressed to the point where the task being invoiced merits payment from the PRDOH in accordance with contract terms and conditions; (2) That all supporting documentation related to the tasks herein have been uploaded to the Program's System of Record and is available for review by the PRDOH or its designees, when applies; (3) That no previous invoice submitted to the PRDOH has included a request for payment for the tasks herein invoiced; (4) The cost included are eligible for CDBG-DR funds, comply with Program requirements and HUD's eligibility; (5) That we have validated that all required information and certifications that support the authorization for payment of works, task, milestones, etc. listed below in whole or in part have been properly documented in the Program's System, when applies.

Certified by: _____ Date: _____
[Authorized Representative Signature]

ACTIVITY DETAIL



GOVERNMENT OF PUERTO RICO
Department of Housing

ACTIVITY DETAIL
CDBG-DR
C.5

PROFESSIONAL SERVICES
Economic Development
Re-Grow PR: Urban and Rural Agriculture

Contractor: [Contract Name] | Contract #: [Contract Number] | Invoice #: [Invoice Number]


Invoice Period: [Start Date] to [End Date]

Line Item	Name	Position	Hours	Hourly Rate	Total Cost
1					\$ -
2					-
3					-
4					-
5					-
6					-
7					-
8					-
9					-
10					-
Total \$					-

The undersigned hereby certifies:
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Certified by: _____ Date: _____
[Authorized Representative Signature]

ACTIVITY DETAIL



GOVERNMENT OF PUERTO RICO
Department of Housing

ACTIVITY DETAIL
CDBG-DR
C.6

OTHER OPERATING COSTS
Economic Development
Re-Grow PR: Urban and Rural Agriculture

Contractor: [Contract Name] | Contract #: [Contract Number] | Invoice #: [Invoice Number]

Invoice Period: [Start Date] to [End Date]


Line Item	Item Name	Activity Description	Date performed	Total Cost
1				
2				
3				
4				
5				
6				
Total:				-

The undersigned hereby certify:
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Certified by: _____ Date _____
 [Authorized Representative Signature]

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ACTIVITY DETAIL



GOVERNMENT OF PUERTO RICO
Department of Housing

ACTIVITY DETAIL
CDBG-DR
C.7

ALLOWANCE
[Sector title]
[Program title]

Contractor: [Contract Name] | Contract #: [Contract Number] | Invoice #: [Invoice Number]

Invoice Period: [Start Date] to [End Date]


Line Item	Date	Vendor	RFA #	Total Cost	Vendor Payment Check Number
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
Total:				-	

The undersigned hereby certify:
 (1) That all work related to this Activity Detail set forth above has progressed to the point where the task being invoiced merits payment from the PRDOH in accordance with contract terms and conditions; (2) That all supporting documentation related to the tasks herein have been uploaded to the Program's System of Record and is available for review by the PRDOH or its designees, where applies; (3) That no previous invoice submitted to the PRDOH has included a request for payment for the tasks herein invoiced; (4) The cost included are eligible for CDBG-DR funds, comply with Program requirements and HUD's eligibility.

Certified by: _____ Date _____
 [Authorized Representative Signature]

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ACTIVITY DETAIL



GOVERNMENT OF PUERTO RICO
Department of Housing

ACTIVITY DETAIL
CDBG-DR
C.8

MAINTENANCE COSTS
[Sector title]
[Program title]


Contractor: [Contract Name] | Contract #: [Contract Number] | Invoice #: [Invoice Number]
Invoice Period: [Start Date] to [End Date]

Line Item	Maintenance Cost Description	Date	Total Cost
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28	TOTAL		\$

The undersigned hereby certify:
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Certified By: _____ Date: _____
[Authorized Representative Signature]

ACTIVITY DETAIL



GOVERNMENT OF PUERTO RICO
Department of Housing

ACTIVITY DETAIL
CDBG-DR
C.9

Inlake Centers
[Sector title]
[Program title]


Contractor: [Contract Name] | Contract #: [Contract Number] | Invoice #: [Invoice Number]
Invoice Period: [Start Date] to [End Date]

Line Item	Location	Date	Quantity	Unit Price	Total Cost
1				\$	-
2				\$	-
3				\$	-
4				\$	-
5				\$	-
6				\$	-
Total:					\$

The undersigned hereby certify:
 (1) That all work related to this Activity Detail set forth above has progressed to the point where the task being invoiced merits payment from the PRDOH in accordance with contract terms and conditions; (2) That all supporting documentation related to the tasks herein have been uploaded to the Program's System of Record and is available for review by the PRDOH or its designees, where applies; (3) That no previous invoice submitted to the PRDOH has included a request for payment for the tasks herein invoiced; (4) The cost included are eligible for CDBG-DR funds, comply with Program requirements and HUD's eligibility; (5) That we have validated that all required information and certifications that support the authorization for payment of works, task, milestones, etc. listed below in whole or in part have been properly documented in the Program's System, when applies. (6) That all staff herein have received compensation for the work performed in this invoice.

Certified By: _____ Date: _____
[Authorized Representative Name]

ACTIVITY DETAIL



GOVERNMENT OF PUERTO RICO
Department of Housing

ACTIVITY DETAIL
CDBG-DR
C.10

Media Advertising
[Sector title]
[Program title]

Contractor: [Contract Name] | Contract #: [Contract Number] | Invoice #: [Invoice Number]
Invoice Period: [Start Date] to [End Date]

Line Item	Date	Vendor	Total Cost
1			
2			
3			
4			
5			
6			
Total:			-


The undersigned hereby certify:
(1) That all work related to this Activity Detail set forth above has progressed to the point where the task being invoiced merits payment from the PRDOH in accordance with contract terms and conditions; (2) That all supporting documentation related to the tasks herein have been uploaded to the Program's System of Record and is available for review by the PRDOH or its designees, where applies; (3) That no previous invoice submitted to the PRDOH has included a request for payment for the tasks herein invoiced; (4) The cost included are eligible for CDBG-DR funds, comply with Program requirements and HUD's eligibility.

Certified By:

[Authorized Representative Signature]

Date

ACTIVITY DETAIL



GOVERNMENT OF PUERTO RICO
Department of Housing

ACTIVITY DETAIL
CDBG-DR
C.11

Tradeshows and Conferences
[Sector title]
[Program title]

Contractor: [Contract Name] | Contract #: [Contract Number] | Invoice #: [Invoice Number]
Invoice Period: [Start Date] to [End Date]

Line Item	Date	Tradeshow Name / Conference Name	Total Cost
1			
2			
3			
4			
5			
6			
Total:			-

The undersigned hereby certify:
(1) That all work related to this Activity Detail set forth above has progressed to the point where the task being invoiced merits payment from the PRDOH in accordance with contract terms and conditions; (2) That all supporting documentation related to the tasks herein have been uploaded to the Program's System of Record and is available for review by the PRDOH or its designees, where applies; (3) That no previous invoice submitted to the PRDOH has included a request for payment for the tasks herein invoiced; (4) The cost included are eligible for CDBG-DR funds, comply with Program requirements and HUD's eligibility.


Certified By:

[Authorized Representative Signature]

Date

ACTIVITY DETAIL

ACTIVITY DETAIL
CDBG-DR
C.12



GOVERNMENT OF PUERTO RICO
Department of Housing

LOANS / GRANTS
[Sector Name]
[Program Name]

PUERTO RICO HOUSING FINANCE AUTHORITY | Contract #: 2019-000032 | Invoice #:
Invoice Period: [Start Date] to [End Date]


Line Item	Application ID	Applicant Name	Application Submission Date	Loan / Grant	Number of Loan or Grant	CDBG-DR Approved Contract Amount	Draw Down Number	Date Approved	Approver Name	CDBG-DR Previous Disbursed Amount	CDBG-DR Draw Down Amount	CDBG-DR Contract Balance	
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													
21													
22													
23													
24													
25													
26													
27													
28													
Total											\$	-	-

The undersigned hereby certifies:
 (1) that all work related to this Activity Detail set forth above has progressed to the point where the task being invoiced merits payment from the PRDOH in accordance with contract terms and conditions; (2) that all supporting documentation related to the tasks herein have been uploaded to the Program's System of Record and is available for review by the PRDOH or its designees, where applicable; (3) that no previous invoice submitted to the PRDOH has included a request for payment for the tasks herein invoiced; (4) the cost included are eligible for CDBG-DR funds, comply with Program requirements and HUD's eligibility.

Certified by: _____
[Partner Authorized Representative Name] Date

ACTIVITY DETAIL

ACTIVITY DETAIL
CDBG-DR
C.13



GOVERNMENT OF PUERTO RICO
Department of Housing

DEVELOPERS INVOICES
[Sector Name]
[Program Name]


Contractor: [Contract Name] | Contract #: [Contract Number] | Invoice #: [Invoice Number]
Invoice Period: [Start Date] to [End Date]

Line Item	Application ID	Project	Vendor	Invoice number	Invoice period	CDBG-DR Invoice amount	
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
Total						\$	-

The undersigned hereby certifies:
 (1) that all work related to this Activity Detail set forth above has progressed to the point where the task being invoiced merits payment from the PRDOH in accordance with contract terms and conditions; (2) that all supporting documentation related to the tasks herein have been uploaded to the Program's System of Record and is available for review by the PRDOH or its designees, where applicable; (3) that no previous invoice submitted to the PRDOH has included a request for payment for the tasks herein invoiced; (4) the cost included are eligible for CDBG-DR funds, comply with Program requirements and HUD's eligibility.

Certified By: _____
[Partner Authorized Representative Name] Date

ACTIVITY DETAIL



GOVERNMENT OF PUERTO RICO
Department of Housing

ACTIVITY DETAIL
CDBG-DR
C.16

SUBSIDY PERSONAL LOANS
[Sector Name]
[Program Name]

Contractor: [Contract Name] | Contract #: [Contract Number] | Invoice #: [Invoice Number]


Invoice Period: [Start Date] to [End Date]

Line Item	Application Name	Lender Name	Loan Number	Amount Approved
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				\$ -

The undersigned hereby certifies:
(1) That all work related to this Activity Detail set forth above has progressed to the point where the task being invoiced merits payment from the PRDOH in accordance with contract terms and conditions; (2) That all supporting documentation related to the tasks herein have been uploaded to the Program's System of Record and is available for review by the PRDOH or its designees, where applicable; (3) That no previous invoice submitted to the PRDOH has included a request for payment for the tasks herein invoiced; (4) The cost included are eligible for CDBG-DR Funds, comply with Program requirements and HUD's eligibility; (5) That every invoice submitted to PRDOH has undergone a pre-intervention process in the PRDOH Finance Division.

Certified By: _____
(Authorized Representative Signature)

ACTIVITY DETAIL



GOVERNMENT OF PUERTO RICO
Department of Housing

ACTIVITY DETAIL
CDBG-DR
C.17

Non-Federal Match
[Sector Name]
[Program Name]

Contractor: [Name] | Contract #: [Contract Number] | Invoice #: [Invoice Number]


Invoice Period: [Start date] to [End date]

Line Item	PW Number	Version	Total Subaward Amount	Federal Share %	Federal Share Amount	Non-Federal Share %	Non-Federal Share Amount	
1				90%	\$ -	10%	\$ -	
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
TOTAL								

The undersigned hereby certifies:
(1) That all work related to this Activity Detail set forth above has progressed to the point where the task being invoiced merits payment from the PRDOH in accordance with contract terms and conditions; (2) That all supporting documentation related to the tasks herein have been uploaded to the Program's System of Record and is available for review by the PRDOH or its designees, where applicable; (3) That no previous invoice submitted to the PRDOH has included a request for payment for the tasks herein invoiced; (4) The cost included are eligible for CDBG-DR Funds, comply with Program requirements and HUD's eligibility; (5) That all staff herein invoiced has received a compensation for work performed in this invoice.

Certified By: _____ Date: _____
(Authorized Representative Signature)

ACTIVITY DETAIL



GOVERNMENT OF PUERTO RICO
Department of Housing

ACTIVITY DETAIL
CDBG-DR
C.18

De Minimis 10% Rate
[Sector Name]
[Program Name]


Contractor: [Name] | Contract #: [Contract Number] | Invoice #: [Invoice Number]
Invoice Period: [Start Date] to [End Date]

Concept	Amounts	De Minimis 10%
	\$	-
		-
		-
		-
		-
		-
		-
		-
		-
		-
Total	\$	- \$

The undersigned hereby certify:
 (1) That all work related to this Activity Detail set forth above has progressed to the point where the task being invoiced merits payment from the PRDOH in accordance with contract terms and conditions; (2) That all supporting documentation related to the tasks herein have been uploaded to the Program's System of Record and is available for review by the PRDOH or its designees, where applicable; (3) That no previous invoice submitted to the PRDOH has included a request for payment for the tasks herein invoiced; (4) The cost included are eligible for CDBG-DR funds, comply with Program requirements and HUD's eligibility; (5) That all staff have received a compensations for work herein invoiced.

Certified By: _____
 [Authorized Representative Name] _____ Date _____

ACTIVITY DETAIL



GOVERNMENT OF PUERTO RICO
Department of Housing

ACTIVITY DETAIL
CDBG-DR
C.18

GRANTS
Economic Development
Re-Grow PR, Urban and Rural Agriculture


Contractor: [Contract Name] | Contract #: [Contract Number] | Invoice #: [Invoice Number]
Invoice Period: [Start Date] to [End Date]

Line Item	Application ID	Business Name	Application Date	Date Approved	Approver Name	Amount Approved
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
TOTAL \$						-

The undersigned hereby certify:
 (1) That all work related to this Activity Detail set forth above has progressed to the point where the task being invoiced merits payment from the PRDOH in accordance with contract terms and conditions; (2) That all supporting documentation related to the tasks herein have been uploaded to the Program's System of Record and is available for review by the PRDOH or its designees, where applicable; (3) That no previous invoice submitted to the PRDOH has included a request for payment for the tasks herein invoiced; (4) The cost included are eligible for CDBG-DR funds, comply with Program requirements and HUD's eligibility; (5) That every invoice submitted to PRDOH has undergone a pre-intervention process in the BDE Finance Division.

Certified By: _____
 (Authorized Representative Signature) _____ Date _____

ACTIVITY DETAIL

	GOVERNMENT OF PUERTO RICO	ACTIVITY DETAIL	
	Department of Housing	CDBG-DR C.20	
Marketing Activities [Sector Name] [Program Name]			
Contractor: [Contract Name] Contract #: [Contract Number] Invoice #: [Invoice Number] Invoice Period: [Start Date] to [End Date]			
Line Item	Date	Vendor	Total Cost
1			
2			
3			
4			
5			
6			
Total:			-
<p>The undersigned hereby certify: (1) That all work related to this Activity Detail set forth above has progressed to the point where the task being invoiced merits payment from the PRDOH in accordance with contract terms and conditions; (2) That all supporting documentation related to the tasks herein have been uploaded to the Program's System of Record and is available for review by the PRDOH or its designees, where applies; (3) That no previous Invoice submitted to the PRDOH has included a request for payment for the tasks herein invoiced; (4) The cost included are eligible for CDBG-DR funds, comply with Program requirements and HUD's eligibility.</p>			
Certified By: _____ Date: _____			
[Authorized Representative Signature]		Date	

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PAYMENT CERTIFICATION / PAYMENT EVIDENCE

- The **Payment Certification** must indicate that all the billed expenses have been for work performed for the program and that they have been paid.
- If the payments to employees include expenses for fringe benefits, the certification must also indicate what employer contributions were paid and indicate the period paid.
- The **Payment Certification** must be on stamped paper with the company logo and must include the invoice number and period.
- **Evidence of payments** can be a copy of canceled checks, payroll reports or accounting reports of payments that detail the total invoiced.

SUPPORTING DOCUMENTS

Timesheets

- Employee name and position, as specified in the agreement (Exhibit C).
- Description of tasks performed, and hours worked per day.
 - ✓ The descriptions should detail the tasks according to the position by contract.
 - ✓ They must be able to justify the total hours billed.
 - ✓ Don't be repetitive; each day must be unique. Example: If multiple cases are to be worked per month, we recommend differentiating each day with the amount worked.
 - ✓ They must be complete sentences and it is recommended to start with an action verb in the past tense (created, trained, attended, revised, updated, participated, etc).
- Total hours worked in the period to be billed.
- Employee's signature
- Supervisor's printed name and signature

SUPPORTING DOCUMENTS

Supplies/Equipment

- Invoice for reimbursement
- For Subrecipient and Partners: PRDOH "Procurement Form", certifying compliance with CDBG-DR procurement process.

Travel

- Include evidence of the expenses.
 - ✓ Mileage (i.e DTOP mileage calculator)
 - ✓ Tolls (i.e statement of account)
 - ✓ Per-diem (i.e. receipts)

Translation:

- Include evidence of job requested

SUPPORTING DOCUMENTS

Professional Services

- Procurement Form
- Professional services name and position, as approved.
- The descriptions should detail the tasks according to the position by contract.
 - ✓ They must be able to justify the total hours billed.
 - ✓ Don't be repetitive; each day must be unique. Example: If multiple cases are to be worked per month, we recommend differentiating each day with the amount worked.
 - ✓ They must be complete sentences and it is recommended to start with an action verb in the past tense (created, trained, attended, revised, updated, participated, etc).
- Total hours worked in the period to be billed.
- Employee's signature
- Supervisor's printed name and signature

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SUPPORTING DOCUMENTS

Other Operating Cost

- Include evidence of the expense
- PRDOH approved Procurement Form

Allowance:

- Include the RFA approved by PRDOH.
- Evidence of the allowance invoiced.

Maintenance:

- Timesheet must present:
 - ✓ Employee name
 - ✓ Employee position as per contracted
 - ✓ Descriptions of works per day
 - ✓ Employee hours worked per day
 - ✓ Total hours per employee
 - ✓ Employees Signature
 - ✓ Supervisor Signature

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SUPPORTING DOCUMENTS

Intake Centers:

- Include the RFA approved by PRDOH.

Media Advertising:

- Include the RFA approved by PRDOH.
- Evidence of the advertising invoiced.

Tradeshows and Conferences:

- Include the RFA approved by PRDOH.
- Evidence of the activity invoiced.

Loans / Grants:

- Include the contractor certification.

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SUPPORTING DOCUMENTS

Developers Invoices:

- Include the developer's certifications.

Rental Assistance:

- Include the Rent roll of tenant.

Specialized Services on Stand-By:

- Include the RFA approved by PRDOH.

Subsidy Personal Loans:

- TBD

Non-Federal Match:

- Include the invoices corresponding to the PW approve works.

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SUPPORTING DOCUMENTS

De Minimis:

- The activity details are the supporting documents

Grant:

- Grant Agreement

Marketing Activities:

- Marketing Activity Execution Report Form
- Evidence of invoiced activity

NICRA:

- The activity details are the supporting documents

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MONTHLY REPORTS

The **Monthly Report** is the report that details the work and progress that has been carried out in the period that they are billing. The monthly report must be approved by the Dept. of Housing.

CONTACT PERSONS

Invoicing Area- Grant Management

Beverly Prann – beverly.prann@hornepr.com

Yamira Marín – yamira.marin@hornepr.com

Programatic Area - Grant Management & PRDOH

GM POC Name

PRDOH Name

Technical Assistance:

VendorCafe – helpdeskpr@hornellp.com

Diana Rodríguez - Drodriguez@vivienda.pr.gov

Additional Information – PRDOH

Amarilys Meléndez – Amelendez@vivienda.pr.gov

APPENDIX II

UPDATED: May 13, 2022

CDBG-DR AND CDBG-MIT GENERAL POLICIES

The following is a list of CDBG-DR/MIT General Policies to aid subrecipients³⁵ in their responsibility of ensuring they have written policies, procedures and internal control systems that comply with CDBG-DR/MIT policies and applicable standards, as agreed upon the executed SRA with PRDOH.³⁶

SECTOR	POLICY TITLE	CDBG-DR WEBSITE LINK	PRDOH POLICY MUST BE FOLLOWED	SUBRECIPIENT SHALL ADOPT AND IMPLEMENT PRDOH POLICY	SUBRECIPIENT SHALL USE PRDOH POLICY TO CREATE OR EDIT THEIR OWN	SUMMARY OF APPLICABILITY
Procurement	Procurement Manual for the CDBG-DR Program Regulation No. 9205 of August 4, 2020	https://cdbg-dr.pr.gov/en/download/procurement-manual-cdbg-dr-program/	N/A	N/A	N/A	<ul style="list-style-type: none"> Under the provisions set forth in Administrative Orders 21-20, 21-27 and 21-28 excludes Municipalities and all Subrecipient entities from compliance with the Procurement Manual for the CDBG-DR Program and allows them to conduct their procurement procedures using the dispositions of 2 C.F.R. § 200.318 through 2 C.F.R. § 200.327 in their acquisition procedures related to the CDBG-DR Program. The Subrecipient entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. 2 C.F.R. 200.318.

³⁵ Subrecipient: May be a public or private nonprofit agency, authority or organization, or community-based development organization receiving CDBG-DR funds from the recipient or another subrecipient to undertake CDBG-DR eligible activities. 24 C.F.R. § 570.500(c). It is further defined at 2 C.F.R. § 200.1 as an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award.

³⁶ **Disclaimer:** This list may be amended from time to time to ensure that new policies and edits to previously adopted policies are included. All PRDOH CDBG-DR policies are subject to change. As changes are made, these will be reported to the subrecipients.

						<ul style="list-style-type: none"> The Subrecipient entity must have written procedures for procurement transactions. 2 C.F.R. 200.319.
Operations	Record Keeping, Management and Accessibility Policy (RKMA Policy)	https://www.cdbg-dr.pr.gov/en/download/record-keeping-management-and-accessibility-policy-rkma-policy/	X		X	<ul style="list-style-type: none"> The RKMA Policy established that subrecipients and administering entities are responsible for adhering to PRDOH-approved record-keeping policy. If a Subrecipient or an administering entity does not have existing record-keeping policies, they are required to develop them. This Policy can be used as an example or may be adopted and implemented.
Internal Audit	Anti-fraud, Waste, Abuse, or Mismanagement Policy (AFWAM Policy)	https://www.cdbg-dr.pr.gov/en/download/afwam-policy/	X	X		<ul style="list-style-type: none"> The AFWAM Policy applies to any allegations or irregularities, either known or suspected, that could be considered acts of fraud, waste, abuse, or mismanagement, involving any citizen, previous, current or potential applicant, beneficiary, consultant, contractor, employee, partner, provider, subrecipient, supplier, and/or vendor under the CDGB-DR/MIT Program.
Safety	Occupational Safety & Health Policy for all CDBG-DR/MIT Programs	https://www.cdbg-dr.pr.gov/en/download/osh-r3-guideline/	X		X	<ul style="list-style-type: none"> Act No. 16 of August 15, 1975, as amended, 29 L.P.R.A. 361, et seq., known as the "Puerto Rico Occupational Safety and Health Act", (Act 16), was adopted with the purpose of guaranteeing overall safety and health conditions in the workplace. CDBG-DR/MIT Program Subrecipients and Contractors are subject to the provisions of Act 16 and as such are responsible for complying with the requirements found thereunder. It is PRDOH's priority to ensure the provisions of this Policy are complied with through periodic oversight of all Program Areas with the applicable entities, subrecipients and contractors, safety officers and any subcontractors of either entity- collectively

						<p>referred to as Program Subrecipients/Program Contractors.</p> <ul style="list-style-type: none"> CDBG-DR/MIT Program Subrecipients and Contractors shall comply with the standards of safety and health as contained in Act 16 and provisions under Part 1926 of the Code of Federal Regulations, regarding Safety and Health Regulations for Construction (29 C.F.R. §1926.1 et seq.) and must also comply with the requirements set forth in this Policy.
Legal	Contract and Subrecipient Agreement Manual	https://cdbg-dr.pr.gov/en/download/contract-and-subrecipient-agreement-manual/	X	X		<ul style="list-style-type: none"> The Contract and Subrecipient Agreement Manual shall apply to the contract process between PRDOH and other entities for the acquisition of goods, products, services, or activities funded, in whole or in part, with the CDBG-DR/MIT funds. It shall apply to all contracts and to subrecipient agreements with private entities. The Manual specifies additional clauses or provisions required for subrecipient agreements with governmental entities, such as government agencies and municipalities.
Legal	Personally Identifiable Information, Confidentiality, and Nondisclosure Policy (PII Policy)	https://www.cdbg-dr.pr.gov/en/download/personally-identifiable-information-confidentiality-and-nondisclosure-policy/	X	X		<ul style="list-style-type: none"> The PII Policy applies to PRDOH CDGB-DR/MIT program employees, staff, providers, vendors, suppliers, contractors, subcontractors, consultants, partners, applicants, recipients, and subrecipients. This policy assures confidential and/or sensitive information remains secure and is used in the appropriate manner for which it was intended.

<p>Legal</p>	<p>Conflict of Interest and Standards of Conduct Policy (COI Policy)</p>	<p>https://www.cdbg-dr.pr.gov/en/download/conflict-of-interest-and-standards-of-conduct-policy/</p>	<p>X</p>	<p>X</p>		<ul style="list-style-type: none"> The COI Policy applies to all PRDOH and CDBG-DR/MIT Program employees, officers, former employees and former officers, officials, agents, contractors, vendors, consultants, as well as to recipients and subrecipients affiliated to CDBG-DR/MIT funded projects, activities and/or operations, and/or any person who participates in auction bids, submits quotes, is interested in executing contracts or agreements or seeks to receive an economic incentive through their relationship with PRDOH and CDBG-DR/MIT.
<p>Legal</p>	<p>Citizen Complaints Policy</p>	<p>https://www.cdbg-dr.pr.gov/en/download/citizen-complaints-policy/</p>	<p>X</p>	<p>X</p>		<ul style="list-style-type: none"> The Citizen Complaints Policy applies to all PRDOH CDGB-DR/MIT complaints received regarding program administration, management, and/or operation procedures. Complaints received by Regional PRDOH offices, Subrecipients, Contractors, HUD, other agencies, and other CDBG-DR/MIT divisions or areas should be immediately notified to PRDOH CDBG-DR/MIT Legal Division via email or regular mail at the addresses mentioned in the Policy. Forwarded complaints will be evaluated by PRDOH upon receipt and handled appropriately.
<p>Federal Compliance and Labor Standard (FCLS)</p>	<p>Fair Housing and Equal Opportunity Policy (FHEO Policy)</p>	<p>https://cdbg-dr.pr.gov/en/download/fair-housing-and-equal-opportunity-fheo-policy-for-cdbg-dr-programs/</p>	<p>X</p>	<p>X</p>		<p>This FHEO Policy describes requirements and protocols that have the goal of ensuring all CDBG-DR/MIT programs affirmatively further fair housing and promote equal opportunity to all individuals to participate in and benefit from these programs, both as program beneficiaries and as employees working to support these programs.</p> <ul style="list-style-type: none"> PRDOH, as grantee, and its subrecipients, contractors, and other program participants will ensure that CDBG-DR/MIT activities are conducted in a manner which will not cause discrimination based on race, creed, color, national origin, religion, sex, disability, familial status, gender identity, sexual orientation, marital status, or age. The FHEO Policy describes the requirements for PRDOH, subrecipients, and contractors, as well as provides guidance for how they apply to Housing, Economic Recovery, Planning, Infrastructure, and

						Multisector programs and activities. As such, PRDOH, as grantee, and its subrecipients, contractors, and other program participants must comply with the federal and commonwealth laws and regulations stated in the Policy.
Federal Compliance and Labor Standard (FCLS)	Reasonable Accommodation Policy	https://cdbg-dr.pr.gov/en/download/reasonable-accommodation-policy/	X	X		<ul style="list-style-type: none"> PRDOH CDBG-DR/MIT and its subrecipients and contractors, shall not discriminate based on disability, on its face or as applied, while interpreting local laws, regulations, or during the administration of state or federally funded housing programs. The Reasonable Accommodation Policy provides consistency and guidance to all PRDOH CDBG-DR/MIT staff, subrecipients, and contractors on the handling of reasonable accommodation and modification requests they receive from individuals claiming a disability. This Policy is based in federal fair housing laws and automatically supersedes any existing policy and/or practice applicable to the PRDOH CDBG-DR/MIT Program and its subrecipients and contractors, as well as all Puerto Rico laws and regulations that in any way conflict or otherwise affect disabled individuals' rightful claims to integrated and accessible housing services, reasonable accommodations and/or modifications.
Federal Compliance and Labor Standard (FCLS)	Language Access Plan For The All CDBG-DR Programs (LAP)		X	X		<ul style="list-style-type: none"> As the federal oversight agency for CDBG-DR/MIT funds, HUD requires that PRDOH, as the grantee, have policies and procedures in place to facilitate the communication between the agency and the public, including but not limited to residents, administering entities, subrecipients, contractors, and/or developers and subcontractors participating in the CDBG-DR/MIT programs outlined in the Disaster Recovery Action Plan.

		https://www.cdbg-dr.pr.gov/en/download/plan-de-acceso-al-idioma/				<ul style="list-style-type: none"> PRDOH is further responsible for ensuring that all subrecipients, including contractors and sub-contractors provide services that are accessible to linguistic minorities in the island as established by this Plan. This sets forth policy and guidance for CDBG-DR/MIT programs to provide language access services to LEP/LSP individuals interested or participating in these federally funded programs.
Federal Compliance and Labor Standard (FCLS)	Section 3 Policy	https://cdbg-dr.pr.gov/en/download/section-3-policy/	X	X		<ul style="list-style-type: none"> The PRDOH CDBG-DR/MIT Program and its subrecipients, contractors, subcontractors, and subrecipient contractors are subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (Section 3). Section 3 requirements apply to subrecipients of the CDBG-DR/MIT Program and other Housing and Community Development program assistance for a Section 3 project(s), which by definition exceeds the \$200,000 threshold, or in the instance of designated Lead Hazard projects, \$100,000. These Section 3 Projects are held to the employment and training, contracting, and HUD established benchmarks for Section 3 Workers and Targeted Section 3 Workers.
Federal Compliance and Labor Standard (FCLS)	Minority and Women-Owned Business Enterprise Policy (W/MBE Policy)	https://cdbg-dr.pr.gov/en/download/mwbe-policy/	X	X		<ul style="list-style-type: none"> The W/MBE Policy establishes minimum goals for M/WBE participation to be measured based on the total contract dollar value accrued to W/MBE firms and to promote equal opportunity for participation amongst W/MBE, in all phases of CDBG-DR/MIT contracting, across Subrecipients and Contractors. This Policy establishes the responsibilities for Subrecipients and Contractors using CDBG-DR/MIT funding and how Subrecipients as well as Contractors can comply with the requirements for W/MBE.

<p>Federal Compliance and Labor Standard (FCLS)</p>	<p>Davis-Bacon and Related Acts Policy (DBRA Policy)</p>	<p>https://www.cdbg-dr.pr.gov/en/download/davis-bacon-and-related-acts-policy/</p>	<p>X</p>	<p>X</p>		<ul style="list-style-type: none"> • The Davis-Bacon Act requires the payment of prevailing wage rates to all laborers and mechanics on Federal government construction contracts in excess of \$2,000. • By executing a CDBG-DR/MIT Subrecipient Agreement (SRA) with PRDOH, Subrecipients agree to administer and enforce all Davis-Bacon labor standards requirements and accept the responsibilities described in the DBRA Policy. • All direct PRDOH contractors, Subrecipients and contractors of Subrecipients are responsible for factoring in costs associated with Davis-Bacon and Related Acts compliance and the corresponding wage determinations. The PRDOH is responsible for promoting and monitoring contractor compliance with Davis-Bacon standards. • PRDOH requires Subrecipients using CDBG-DR/MIT funds to adopt these policies for recipients to include labor standards and wage determination clauses in all construction contracts subject to labor standard provisions. See Labor Standards - Davis-Bacon and Related Acts Clauses to include in construction contracts. HUD form 5370 excerpt in Appendix A.
<p>Federal Compliance and Labor Standard (FCLS)</p>	<p>Uniform Relocation Assistance Guide & Residential Anti-Displacement and Relocation Assistance (URA & ADP Guide)</p>	<p>https://cdbg-dr.pr.gov/en/download/ura-adp-guidelines/</p>	<p>X</p>	<p>X</p>		<ul style="list-style-type: none"> • The URA Policy applies to all CDBG-DR/MIT-assisted activities that involve the acquisition of real property, easements, or the displacement of persons, including displacement caused by rehabilitation and demolition activities. • If CDBG-DR/MIT assistance is used in any part of a project, the URA governs the acquisition of real property and any resulting displacement, even if local funds were used to pay the acquisition costs. • Private persons, corporations or businesses that acquire property or displace persons for a CDBG-DR/MIT-assisted project are subject to the URA. • Under the URA, all persons displaced as a direct result of acquisition, rehabilitation, or demolition,

						<p>for a CDBG-DR/MIT-assisted project, are entitled to relocation payments and other assistance.</p> <ul style="list-style-type: none"> Acquisition that takes place on or after submission for assistance to the CDBG-DR/MIT Program to fund an activity on that property is subject to URA, unless the Applicant shows that the acquisition is unrelated to the proposed CDBG-DR/MIT activity. Acquisition that takes place before the date of submission for assistance will be subjected to the URA if the PRDOH determines that the intent of the acquisition was to support a subsequent CDBG-DR/MIT activity.
Financial Management	Financial Policy	https://www.cdbg-dr.pr.gov/en/download/financial-policy/	X		X	<ul style="list-style-type: none"> This policy outlines PRDOH's CDBG-DR/MIT financial management policies in its role as grantee. The policy is intended to serve as a guide for both internal and external controls related to the financial activity of the CDBG-DR/MIT program for use by the CDBG-DR/MIT Finance Division, other PRDOH staff, and/or PRDOH contractors and subrecipients. PRDOH and its subrecipients are required to adopt financial management policies that include the following key components: <ul style="list-style-type: none"> Internal Controls; Cost Accounting and Records; Budgeting; Cost Principles; and Reporting <p>If a Subrecipient or an administering entity does not have existing or complete financial policy, they are required to develop them. This Policy can be used as an example or may be adopted and implemented.</p>
Financial Management	Program Income Policy	https://cdbg-dr.pr.gov/en/download/program-income-policy/	X			<ul style="list-style-type: none"> The purpose of this Program Income Policy is to set forth the definition, types, accounting, reporting, tracking, and use of program income funds following Federal requirements. This Policy will establish how PRDOH and its subrecipients define and manage program income.

						<ul style="list-style-type: none"> This Policy outlines PRDOH's CDBG-DR/MIT Financial management policies related to the management of program income as applicable to PRDOH and its subrecipients of CDBG-DR/MIT funds.
Legal	Duplication of Benefits Policy	https://cdbg-dr.pr.gov/en/download/duplication-of-benefits-policy/	X	X		<ul style="list-style-type: none"> PRDOH and its Subrecipients must ensure that CDBG-DR/MIT funds are being disbursed to meet an unmet recovery need and that funds are not duplicative of benefits provided by other federal, state, local, and private sources. The total DOB is calculated by subtracting non-duplicative exclusions from the total assistance. After determination of the total need and assistance, non-duplicative sources are amounts that are either: 1) provided for a different purpose that PRDOH's CDBG-DR/MIT Program does not assist; or 2) assistance provided for the same purpose, but for a different allowable use. To avoid Duplication of Benefits (DOB) and potential repayment of funding, PRDOH and its subrecipients must make appropriate efforts to evaluate all possible funding sources, including coordinating with other federal agencies that provide disaster assistance, before applying CDBG-DR/MIT funds to a project. This means that CDBG-DR/MIT funds are a last resource of recovery funding.
Legal	Lobbying Management Policy	https://cdbg-dr.pr.gov/en/download/lobbying-management-policy/	X		X	<ul style="list-style-type: none"> This Policy lays down PRDOH's responsibility and the commitment, as grantee of the CDBG-DR and CDBG-MIT funds, to identify, evaluate, and disclose any unauthorized lobbying activity. This Policy applies to all communications and/or contacts from lobbyists received by PRDOH CDBG-DR and CDBG-MIT personnel, officials, contractors, subcontractors, subrecipients, and consultants in connection with the programs supported with CDBGDR and CDBG-MIT funds.

<p>Operations</p>	<p>Communications Guide</p>	<p>https://cdbg-dr.pr.gov/en/download/communications-guide/</p>	<p>X</p>		<p>X</p>	<ul style="list-style-type: none"> • The CDBG-DR/MIT Communications Guide makes certain that programs are visible, accessible, and accountable to the citizens they seek to serve. Communications strategies will include a variety of tasks and methods and invaluable two-way communication techniques that will provide opportunities for feedback from our stakeholders. Communication efforts under these CDBG-DR communication initiatives, will be undertaken by the Puerto Rico Department of Housing (PRDOH), its subrecipients, contractors, vendors, and/or partners. The main goal of all our conscientious efforts is to enhance awareness and understanding of the needs of our citizenry, and other interested parties, and on how they will derive benefit from CDBG-DR/MIT key recovery and mitigation programs, whilst maintaining the integrity of the recovery effort and ensuring compliance with cost principles, and citizen participation guidelines, among other regulation. • Subrecipients, as implementation partners, are authorized to post information on their corresponding CDBG-DR/MIT programs social media accounts. <ul style="list-style-type: none"> ○ They must tag the CDBG-DR/MIT social media account (e.g., Facebook, YouTube - Ex: @CDBG-DR Puerto Rico) and comply with all guidelines and requirements listed in this and other CDBG-DR/MIT Policies and Guidelines. ○ Follow PRDOH CDBG-DR/MIT Program Branding Guidelines with regards to CDBG-DR/MIT Program logos, color palette, and templates. ○ Follow and include all Fair Housing and Equal Opportunity requirements.
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Legal	Cross-Cutting Guidelines	https://www.cdbg-dr.pr.gov/en/download/cross-cutting-guidelines/	X	X		<ul style="list-style-type: none">• The requirements stated in these Cross-Cutting Guidelines apply to all programs described in PRDOH's Action Plan and all subsequent amendments, therefore it will be applicable to its subrecipients and contractors.
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APPENDIX III

**SUBRECIPIENT POLICIES
REQUIREMENTS CHECKLISTS AND SELF-CERTIFICATION**

The following is a checklist of CDBG-DR/MIT General Policies to aid subrecipients³⁷ in their responsibility of ensuring they have written policies, procedures and internal control systems that comply with CDBG-DR/MIT policies and applicable standards, as agreed upon in the executed SRA with PRDOH.³⁸ This checklist should not be used or relied upon by subrecipients as a substitute for familiarity and compliance with the applicable regulations. Please check the applicable boxes.

POLICY*	REQUIREMENT(S)	ADOPTED/ CREATED	PLEASE CHECK THE ADOPTION METHOD, IF APPLICABLE	TITLE OF THE POLICY, PAGE AND/OR SECTION WHERE THE WRITTEN REGULATION IS LOCATED (CREATED/ADOPTED)	SUMMARY OF APPLICABILITY
Anti-fraud, Waste, Abuse, or Mismanagement Policy (AFWAM Policy) https://www.cdbg-dr.pr.gov/en/download/afwam-policy/	Subrecipients must adopt and implement PRDOH-approved policy	<input type="checkbox"/> Adopted PRDOHs' <input type="checkbox"/> Created New	<input type="checkbox"/> Ordinance <input type="checkbox"/> Administrative Order <input type="checkbox"/> Corporate Resolution <input type="checkbox"/> Other: _____		The AFWAM Policy applies to any allegations or irregularities, either known or suspected, that could be considered acts of fraud, waste, abuse, or mismanagement, involving any citizen, previous, current, or potential applicant, beneficiary, consultant, contractor, employee, partner, provider, subrecipient, supplier, and/or vendor under the CDBG-DR/MIT Program.
Personally Identifiable Information, Confidentiality, and Nondisclosure Policy (PII Policy)	Subrecipients must adopt and implement PRDOH-approved policy	<input type="checkbox"/> Adopted PRDOHs'	<input type="checkbox"/> Ordinance <input type="checkbox"/> Administrative Order <input type="checkbox"/> Corporate Resolution		The PII Policy applies to PRDOH CDBG-DR/MIT program employees, staff, providers, vendors, suppliers, contractors, subcontractors, consultants, partners, applicants, recipients, and subrecipients. This policy assures confidential and/or sensitive information remains secure and is used in the appropriate manner for which it was intended.

³⁷ Subrecipient: May be a public or private nonprofit agency, authority or organization, or community-based development organization receiving CDBG-DR/MIT funds from the recipient or another subrecipient to undertake CDBG-DR/MIT eligible activities. 24 C.F.R. § 570.500(c). It is further defined at 2 C.F.R. § 200.1 as an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award.

³⁸ **Disclaimer:** This list may be amended from time to time to ensure that new policies and edits to previously adopted policies are included. All PRDOH CDBG-DR/MIT policies are subject to change. As changes are made, these will be reported to the subrecipients.

<p>https://www.cdbg-dr.pr.gov/en/download/personally-identifiable-information-confidentiality-and-nondisclosure-policy/</p>		<input type="checkbox"/> Created New	<input type="checkbox"/> Other: _____		
<p>Conflict of Interest and Standards of Conduct Policy (COI Policy)</p> <p>https://www.cdbg-dr.pr.gov/en/download/conflict-of-interest-and-standards-of-conduct-policy/</p>	<p>Subrecipients must adopt and implement PRDOH-approved policy</p>	<input type="checkbox"/> Adopted PRDOHs' <input type="checkbox"/> Created New	<input type="checkbox"/> Ordinance <input type="checkbox"/> Administrative Order <input type="checkbox"/> Corporate Resolution <input type="checkbox"/> Other: _____		<p>The COI Policy applies to all PRDOH and CDBG-DR/MIT Program employees, officers, former employees and former officers, officials, agents, contractors, vendors, consultants, as well as to recipients and subrecipients affiliated to CDBG-DR/MIT funded projects, activities and/or operations, and/or any person who participates in auction bids, submits quotes, is interested in executing contracts or agreements or seeks to receive an economic incentive through their relationship with PRDOH and CDBG-DR/MIT.</p>
<p>Citizen Complaints Policy</p> <p>https://www.cdbg-dr.pr.gov/en/download/citizen-complaints-policy/</p>	<p>Subrecipients must adopt and implement PRDOH-approved policy</p>	<input type="checkbox"/> Adopted PRDOHs' <input type="checkbox"/> Created New	<input type="checkbox"/> Ordinance <input type="checkbox"/> Administrative Order <input type="checkbox"/> Corporate Resolution <input type="checkbox"/> Other: _____		<p>The Citizen Complaints Policy applies to all PRDOH CDGB-DR/MIT complaints received regarding program administration, management, and/or operation procedures.</p> <p>Complaints received by Regional PRDOH offices, Subrecipients, Contractors, HUD, other agencies, and other CDBG-DR/MIT divisions or areas should be immediately notified to PRDOH CDBG-DR/MIT Legal Division via email or regular mail at the addresses mentioned in the Policy. Forwarded complaints will be evaluated by PRDOH upon receipt and handled appropriately.</p>

<p>Fair Housing and Equal Opportunity Policy (FHEO Policy)</p> <p>https://cdbg-dr.pr.gov/en/download/fair-housing-and-equal-opportunity-fheo-policy-for-cdbg-dr-programs/</p>	<p>Subrecipients must adopt and implement PRDOH-approved policy</p>	<p><input type="checkbox"/> Adopted PRDOHs'</p> <p><input type="checkbox"/> Created New</p>	<p><input type="checkbox"/> Ordinance</p> <p><input type="checkbox"/> Administrative Order</p> <p><input type="checkbox"/> Corporate Resolution</p> <p><input type="checkbox"/> Other: _____</p>	<p>This FHEO Policy describes requirements and protocols that have the goal of ensuring all CDBG-DR/MIT programs affirmatively further fair housing and promote equal opportunity to all individuals to participate in and benefit from these programs, both as program beneficiaries and as employees working to support these programs.</p> <p>PRDOH, as grantee, and its subrecipients, contractors, and other program participants will ensure that CDBG-DR/MIT activities are conducted in a manner which will not cause discrimination based on race, creed, color, national origin, religion, sex, disability, familial status, gender identity, sexual orientation, marital status, or age.</p> <p>The FHEO Policy describes the requirements for PRDOH, subrecipients, and contractors, as well as provides guidance for how they apply to Housing, Economic Recovery, Planning, Infrastructure, and Multisector programs and activities. As such, PRDOH, as grantee, and its subrecipients, contractors, and other program participants must comply with the federal and commonwealth laws and regulations stated in the Policy.</p>
<p>Reasonable Accommodation Policy</p> <p>https://cdbg-dr.pr.gov/en/download/reasonable-accommodation-policy/</p>	<p>Subrecipients must adopt and implement PRDOH-approved policy</p>	<p><input type="checkbox"/> Adopted PRDOHs'</p> <p><input type="checkbox"/> Created New</p>	<p><input type="checkbox"/> Ordinance</p> <p><input type="checkbox"/> Administrative Order</p> <p><input type="checkbox"/> Corporate Resolution</p> <p><input type="checkbox"/> Other: _____</p>	<p>PRDOH CDBG-DR/MIT and its subrecipients and contractors, shall not discriminate based on disability, on its face or as applied, while interpreting local laws, regulations, or during the administration of state or federally funded housing programs.</p> <p>The Reasonable Accommodation Policy provides consistency and guidance to all PRDOH CDBG-DR/MIT staff, subrecipients, and contractors on the handling of reasonable accommodation and modification requests they receive from individuals claiming a disability.</p> <p>This Policy is based in federal fair housing laws and automatically supersedes any existing policy and/or practice applicable to the PRDOH CDBG-DR/MIT Program and its subrecipients and contractors, as well as all Puerto Rico laws and regulations that in any way conflict or otherwise affect disabled individuals' rightful claims to integrated and accessible housing services, reasonable accommodations and/or modifications.</p>

<p>Language Access Plan For The All CDBG-DR Programs (LAP)</p> <p>https://www.cdbg-dr.pr.gov/en/download/plan-de-acceso-al-idioma/</p>	<p>Subrecipients must adopt and implement PRDOH-approved policy</p>	<p><input type="checkbox"/> Adopted PRDOHs'</p> <p><input type="checkbox"/> Created New</p>	<p><input type="checkbox"/> Ordinance</p> <p><input type="checkbox"/> Administrative Order</p> <p><input type="checkbox"/> Corporate Resolution</p> <p><input type="checkbox"/> Other: _____</p>	<p>As the federal oversight agency for CDBG-DR/MIT funds, HUD requires that PRDOH, as the grantee, have policies and procedures in place to facilitate the communication between the agency and the public, including but not limited to residents, administering entities, subrecipients, contractors, and/or developers and subcontractors participating in the CDBG-DR/MIT programs outlined in the Disaster Recovery Action Plan.</p> <p>PRDOH is further responsible for ensuring that all subrecipients, including contractors and sub-contractors provide services that are accessible to linguistic minorities in the island as established by this Plan. This sets forth policy and guidance for CDBG-DR/MIT programs to provide language access services to LEP/LSP individuals interested or participating in these federally funded programs.</p>
<p>Section 3 Policy</p> <p>https://cdbg-dr.pr.gov/en/download/section-3-policy/</p>	<p>Subrecipients must adopt and implement PRDOH-approved policy</p>	<p><input type="checkbox"/> Adopted PRDOHs'</p> <p><input type="checkbox"/> Created New</p>	<p><input type="checkbox"/> Ordinance</p> <p><input type="checkbox"/> Administrative Order</p> <p><input type="checkbox"/> Corporate Resolution</p> <p><input type="checkbox"/> Other: _____</p>	<p>The PRDOH CDBG-DR/MIT Program and its subrecipients, contractors, subcontractors, and subrecipient contractors are subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (Section 3).</p> <p>Section 3 requirements apply to subrecipients of the CDBG-DR/MIT Program and other Housing and Community Development program assistance for a Section 3 project(s), which by definition exceeds the \$200,000 threshold, or in the instance of designated Lead Hazard projects, \$100,000. These Section 3 Projects are held to the employment and training, contracting, and HUD established benchmarks for Section 3 Workers and Targeted Section 3 Workers.</p>
<p>Minority and Women-Owned Business Enterprise Policy (W/MBE Policy)</p> <p>https://cdbg-dr.pr.gov/en/download/mwbe-policy/</p>	<p>Subrecipients must adopt and implement PRDOH-approved policy</p>	<p><input type="checkbox"/> Adopted PRDOHs'</p> <p><input type="checkbox"/> Created New</p>	<p><input type="checkbox"/> Ordinance</p> <p><input type="checkbox"/> Administrative Order</p> <p><input type="checkbox"/> Corporate Resolution</p> <p><input type="checkbox"/> Other: _____</p>	<p>The W/MBE Policy establishes minimum goals for M/WBE participation to be measured based on the total contract dollar value accrued to W/MBE firms and to promote equal opportunity for participation amongst W/MBE, in all phases of CDBG-DR/MIT contracting, across Subrecipients and Contractors.</p> <p>This Policy establishes the responsibilities for Subrecipients and Contractors using CDBG-DR/MIT funding and how Subrecipients as well as Contractors can comply with the requirements for W/MBE.</p>
<p>Davis-Bacon and Related Acts Policy (DBRA Policy)</p> <p>https://www.cdbg-dr.pr.gov/en/download/davis-bacon-and-related-acts-policy/</p>	<p>Subrecipients must adopt and implement PRDOH-approved policy</p>	<p><input type="checkbox"/> Adopted PRDOHs'</p> <p><input type="checkbox"/> Created New</p>	<p><input type="checkbox"/> Ordinance</p> <p><input type="checkbox"/> Administrative Order</p> <p><input type="checkbox"/> Corporate Resolution</p> <p><input type="checkbox"/> Other: _____</p>	<p>The Davis-Bacon Act requires the payment of prevailing wage rates to all laborers and mechanics on Federal government construction contracts in excess of \$2,000.</p> <p>By executing a CDBG-DR/MIT Subrecipient Agreement (SRA) with PRDOH, Subrecipients agree to administer and enforce all Davis-Bacon labor standards requirements and accept the responsibilities described in the DBRA Policy.</p> <p>All direct PRDOH contractors, Subrecipients and contractors of Subrecipients are responsible for factoring in costs associated with Davis-Bacon and Related Acts compliance and the corresponding wage determinations. The PRDOH is</p>

					<p>responsible for promoting and monitoring contractor compliance with Davis-Bacon standards.</p> <p>PRDOH requires Subrecipients using CDBG-DR/MIT funds to adopt these policies for recipients to include labor standards and wage determination clauses in all construction contracts subject to labor standard provisions. See Labor Standards - Davis-Bacon and Related Acts Clauses to include in construction contracts. HUD form 5370 excerpt in Appendix A.</p>
<p>Uniform Relocation Assistance Guide & Residential Anti-Displacement and Relocation Assistance Plan</p> <p>https://cdbg-dr.pr.gov/en/download/ura-adp-guidelines/</p>	<p>Subrecipients must adopt and implement PRDOH-approved policy</p>	<p><input type="checkbox"/> Adopted PRDOHs'</p> <p><input type="checkbox"/> Created New</p>	<p><input type="checkbox"/> Ordinance</p> <p><input type="checkbox"/> Administrative Order</p> <p><input type="checkbox"/> Corporate Resolution</p> <p><input type="checkbox"/> Other: _____</p>		<p>The URA Policy applies to all CDBG-DR/MIT -assisted activities that involve the acquisition of real property, easements, or the displacement of persons, including displacement caused by rehabilitation and demolition activities.</p> <p>If CDBG-DR/MIT assistance is used in any part of a project, the URA governs the acquisition of real property and any resulting displacement, even if local funds were used to pay the acquisition costs.</p> <p>Private persons, corporations or businesses that acquire property or displace persons for a CDBG-DR/MIT-assisted project are subject to the URA.</p> <p>Under the URA, all persons displaced as a direct result of acquisition, rehabilitation, or demolition, for a CDBG-DR/MIT-assisted project, are entitled to relocation payments and other assistance.</p> <p>Acquisition that takes place on or after submission for assistance to the CDBG-DR/MIT program to fund an activity on that property is subject to URA, unless the Applicant shows that the acquisition is unrelated to the proposed CDBG-DR/MIT activity. Acquisition that takes place before the date of submission for assistance will be subjected to the URA if the PRDOH determines that the intent of the acquisition was to support a subsequent CDBG-DR/MIT activity.</p>
<p>Cross-Cutting Guidelines</p> <p>https://www.cdbg-dr.pr.gov/en/download/cross-cutting-guidelines/</p>	<p>Subrecipients must adopt and implement PRDOH-approved guidelines.</p>	<p><input type="checkbox"/> Adopted PRDOHs'</p> <p><input type="checkbox"/> Created New</p>	<p><input type="checkbox"/> Ordinance</p> <p><input type="checkbox"/> Administrative Order</p> <p><input type="checkbox"/> Corporate Resolution</p> <p><input type="checkbox"/> Other: _____</p>		<p>The requirements stated in these Cross-Cutting Guidelines apply to all programs described in PRDOH's Action Plan and all subsequent amendments, therefore it will be applicable to its subrecipients and contractors.</p>

POLICY**	REQUIREMENT(S)***	ADOPTED/ CREATED	ADOPTION METHOD, IF APPLICABLE	PLEASE PROVIDE THE TITLE OF THE POLICY, THE PAGE AND/OR SECTION WHERE THE WRITTEN REGULATION IS LOCATED (CREATED/ADOPTED)	SUMMARY OF APPLICABILITY
<p>Procurement Manual for the CDBG-DR Program Regulation No. 9205 of August 4, 2020</p>	<ul style="list-style-type: none"> 2 C.F.R. §200.318 through 2 C.F.R. §200.327 	<input type="checkbox"/> Adopted PRDOHs' <input type="checkbox"/> Created New	<input type="checkbox"/> Ordinance <input type="checkbox"/> Administrative Order <input type="checkbox"/> Corporate Resolution <input type="checkbox"/> Other: _____		<p>Under the provisions set forth in Administrative Orders 21-20,21-27 and 21-28 which excludes Municipalities and all Subrecipient entities from compliance with the Procurement Manual for the CDBG-DR Program and allows them to conduct their procurement procedures using the dispositions of 2 C.F.R. § 200.318 through 2 C.F.R. § 200.327 in their acquisition procedures related to the CDBG-DR/MIT Program.</p> <p>The Subrecipient entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. 2 C.F.R. 200.318.</p> <p>The Subrecipient entity must have written procedures for procurement transactions. 2 C.F.R. 200.319</p>
<p>Financial Policy</p> <p>https://www.cdbg-dr.pr.gov/en/download/financial-policy/</p>	<p>Subrecipients must adopt and implement PRDOH-approved guidelines.</p> <ul style="list-style-type: none"> 	<input type="checkbox"/> Adopted PRDOHs' <input type="checkbox"/> Created New	<input type="checkbox"/> Ordinance <input type="checkbox"/> Administrative Order <input type="checkbox"/> Corporate Resolution <input type="checkbox"/> Other: _____		<p>This policy outlines PRDOH's CDBG-DR/MIT financial management policies in its role as grantee. The policy is intended to serve as a guide for both internal and external controls related to the financial activity of the CDBG-DR program for use by the CDBG-DR/MIT Finance Division, other PRDOH staff, and/or PRDOH contractors and subrecipients.</p> <p>PRDOH and its subrecipients are required to adopt financial management policies that include the following key components:</p> <ul style="list-style-type: none"> o Internal Controls; o Cost Accounting and Records; o Budgeting; o Cost Principles; and o Reporting <p>In the event that a Subrecipient or an administering entity does not have existing or complete financial policy, they are required to develop them. This Policy can be used as an example or may be adopted and implemented.</p>
<p>Program Income Policy</p> <p>https://cdbg-dr.pr.gov/en/download/program-income-policy/</p>	<ul style="list-style-type: none"> Subrecipients must adopt and implement PRDOH- approved guidelines. 	<input type="checkbox"/> Adopted PRDOHs' <input type="checkbox"/> Created New	<input type="checkbox"/> Ordinance <input type="checkbox"/> Administrative Order <input type="checkbox"/> Corporate Resolution <input type="checkbox"/> Other: _____		<p>The purpose of this Program Income Policy is to set forth the definition, types, accounting, reporting, tracking, and use of program income funds following Federal requirements.</p> <p>This Policy will establish how PRDOH and its subrecipients define and manage program income.</p>

				<p>This Policy outlines PRDOH's CDBG-DR/MIT Financial management policies related to the management of program income as applicable to PRDOH and its subrecipients of CDBG-DR/MIT funds.</p>
<p>Duplication of Benefits</p> <p>https://cdbg-dr.pr.gov/en/download/duplication-of-benefits-policy/</p>	<ul style="list-style-type: none"> Subrecipients must adopt and implement PRDOH- approved guidelines. 	<input type="checkbox"/> Adopted PRDOHs' <input type="checkbox"/> Created New	<input type="checkbox"/> Ordinance <input type="checkbox"/> Administrative Order <input type="checkbox"/> Corporate Resolution <input type="checkbox"/> Other: _____	<p>PRDOH and its Subrecipients must ensure that CDBG-DR/MIT funds are being disbursed to meet an unmet recovery need and that funds are not duplicative of benefits provided by other federal, state, local, and private sources.</p> <p>The total DOB is calculated by subtracting non-duplicative exclusions from the total assistance. After determination of the total need and assistance, non-duplicative sources are amounts that are either: 1) provided for a different purpose that PRDOH's CDBG-DR/MIT Program does not assist; or 2) assistance provided for the same purpose, but for a different allowable use.</p> <p>To avoid Duplication of Benefits (DOB) and potential repayment of funding, PRDOH and its subrecipients must make appropriate efforts to evaluate all possible funding sources, including coordinating with other federal agencies that provide disaster assistance, before applying CDBG-DR/MIT funds to a project. This means that CDBG-DR/MIT funds are a last resource of recovery funding.</p>
<p>Lobbying Management Policy</p> <p>https://cdbg-dr.pr.gov/en/download/lobbying-management-policy/</p>	<ul style="list-style-type: none"> Subrecipients must adopt and implement PRDOH- approved guidelines. 	<input type="checkbox"/> Adopted PRDOHs' <input type="checkbox"/> Created New	<input type="checkbox"/> Ordinance <input type="checkbox"/> Administrative Order <input type="checkbox"/> Corporate Resolution <input type="checkbox"/> Other: _____	<p>This Policy lays down PRDOH's responsibility and the commitment, as grantee of the CDBG-DR and CDBG-MIT funds, to identify, evaluate, and disclose any unauthorized lobbying activity.</p> <p>This Policy applies to all communications and/or contacts from lobbyists received by PRDOH CDBG-DR and CDBG-MIT personnel, officials, contractors, subcontractors, subrecipients, and consultants in connection with the programs supported with CDBGDR and CDBG-MIT funds.</p>
<p>Communications Guide</p> <p>https://cdbg-dr.pr.gov/en/download/communications-guide/</p>	<ul style="list-style-type: none"> Subrecipients must adopt and implement PRDOH- approved guidelines. 	<input type="checkbox"/> Adopted PRDOHs' <input type="checkbox"/> Created New	<input type="checkbox"/> Ordinance <input type="checkbox"/> Administrative Order <input type="checkbox"/> Corporate Resolution <input type="checkbox"/> Other: _____	<p>The CDBG-DR/MIT Communications Guide makes certain that programs are visible, accessible, and accountable to the citizens they seek to serve. Communications strategies will include a variety of tasks and methods and invaluable two-way communication techniques that will provide opportunities for feedback from our stakeholders. Communication efforts under these CDBG-DR/MIT communication initiatives, will be undertaken by the Puerto Rico Department of Housing (PRDOH), its subrecipients, contractors, vendors, and/or partners. The main goal of all our conscientious efforts is to enhance awareness and understanding of the needs of our citizenry, and other interested parties, and on how they will derive benefit from CDBG-DR/MIT key recovery and mitigation programs, whilst maintaining the integrity of the recovery effort and ensuring compliance with cost principles, and citizen participation guidelines, among other regulation.</p> <p>Subrecipients, as implementation partners, are authorized to post information on their corresponding CDBG-DR/MIT programs social media accounts.</p>

					<ul style="list-style-type: none"> • They must tag the CDBG-DR/MIT social media account (e.g. Facebook, YouTube - Ex: @CDBG-DR/MIT Puerto Rico) and comply with all guidelines and requirements listed in this and other CDBG-DR/MIT Policies and Guidelines. • Follow PRDOH CDBG-DR/MIT Program Branding Guidelines with regards to CDBG-DR/MIT Program logos, color palette, and templates. • Follow and include all Fair Housing and Equal Opportunity requirements.
Recordkeeping, Management, and Accessibility Policy https://www.cdbg-dr.pr.gov/en/download/record-keeping-management-and-accessibility-policy-rkma-policy/	Subrecipients must adopt and implement PRDOH-approved guidelines. <ul style="list-style-type: none"> • 	<input type="checkbox"/> Adopted PRDOHs' <input type="checkbox"/> Created New	<input type="checkbox"/> Ordinance <input type="checkbox"/> Administrative Order <input type="checkbox"/> Corporate Resolution <input type="checkbox"/> Other: _____		The RKMA Policy established that subrecipients and administering entities are responsible for adhering to PRDOH-approved record-keeping policy. In the event that a Subrecipient or an administering entity does not have existing record-keeping policies, they are required to develop them. This Policy can be used as an example or may be adopted and implemented.
Occupational Safety & Health Policy https://www.cdbg-dr.pr.gov/en/download/os-h-r3-guideline/	Subrecipients must adopt and implement PRDOH-approved guidelines. <ul style="list-style-type: none"> • 	<input type="checkbox"/> Adopted PRDOHs' <input type="checkbox"/> Created New	<input type="checkbox"/> Ordinance <input type="checkbox"/> Administrative Order <input type="checkbox"/> Corporate Resolution <input type="checkbox"/> Other: _____		Act No. 16 of August 15, 1975, as amended, 29 LPRA 361, et seq., known as the "Puerto Rico Occupational Safety and Health Act", (Act 16), was adopted with the purpose of guaranteeing overall safety and health conditions in the workplace. CDBG-DR/MIT Program Subrecipients and Contractors are subject to the provisions of Act 16 and as such are responsible for complying with the requirements found thereunder. It is PRDOH's priority to ensure the provisions of this Policy are complied with through periodic oversight of all Program Areas with the applicable entities, subrecipients and contractors, safety officers and any subcontractors of either entity– collectively referred to as Program Subrecipients/Program Contractors. CDBG-DR/MIT Program Subrecipients and Contractors shall comply with the standards of safety and health as contained in Act 16 and provisions under Part 1926 of the Code of Federal Regulations, regarding Safety and Health Regulations for Construction (29 C.F.R. §1926.1 et seq.) and must also comply with the requirements set forth in this Policy.

* The Subrecipient entities must followed PRDOH Policy. Therefore, the Subrecipients shall adopt and implement PRDOH's Policies.

** In the event that a Subrecipient or an administering entity does not have existing or complete policy, they are required to develop them. PRDOHs published policies can be used as an example to develop the entities policies or may be adopted and implemented.

*** List of requirements is not exhaustive.

Self-Certification

I _____ in representation of _____ ("the Subrecipient") certify that this information is complete and accurate. I acknowledge that under the executed SRA, all services shall be made in accordance with PRDOH guidelines, HUD guidelines and regulations whether existing or to be established, and other applicable state and federal laws and regulations. I acknowledge, as stated in the SRA, that the Subrecipient shall also comply with applicable PRDOH CDBG-DR/MIT Program's policies and guidelines as established in Program Guidelines, General Guidelines, and their amendments, if any, as found in the CDBG-DR/MIT website (www.cdbg-dr.pr.gov).

I acknowledge that is the organization responsibility to develop, update and implement all policies and procedures in compliance with PRDOH CDBG-DR/MIT policies and procedures. I certify that _____ (Subrecipient's name) has developed, updated and/or implemented all applicable PRDOH CDBG-DR/MIT policies and procedures.

Print Name _____

Signature _____

Date _____



APPENDIX IV

FEDERAL REGULATIONS APPLICABLE TO THE CDBG-DR AND CDBG-MIT PROGRAM

CITATIONS OF KEY REGULATIONS APPLICABLE TO CDBG-DR/MIT PROGRAM

MANDATORY REQUIREMENTS	
REFERENCE(S)	REQUIREMENT(S)
2 C.F.R. PART 200, SUBPART D POST FEDERAL AWARD REQUIREMENTS	
2 C.F.R. §200.300	Statutory and national policy requirements
2 C.F.R. §200.301	Performance measurement
2 C.F.R. §200.302	Financial management
2 C.F.R. §200.303	Internal controls
2 C.F.R. §200.304	Bonds
2 C.F.R. §200.305	Federal Payment
2 C.F.R. §200.306	Cost sharing or matching
2 C.F.R. §200.307 & 24 C.F.R. §570.503(b)(3), 24 C.F.R. §570.504	Program income
24 C.F.R. §570.489(f)	Revolving Funds
2 C.F.R. §200.308	Revision of budget and program plans
2 C.F.R. §200.309	Modifications to Period of Performance
PROPERTY STANDARDS	
2 C.F.R. §200.310	Insurance coverage
2 C.F.R. §200.311 & 24 C.F.R. §570.505, 24 C.F.R.	Real property

§ 570.503 (b)(7)	
2 C.F.R. §200.312	Federally owned and exempt property
2 C.F.R. §200.313	Equipment
2 C.F.R. §200.314	Supplies
2 C.F.R. §200.315	Intangible property
2 C.F.R. §200.316	Property trust relationship
PROCUREMENT STANDARDS	
2 C.F.R. §200.317	Procurement by states
2.C.F.R. §200.18	General Procurement Standards
2 C.F.R. §200.319	Competition
2 C.F.R. §200.320	Methods of Procurement to be followed
2 C.F.R. §200.321	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms
2 C.F.R. §200.322	Domestic preferences for procurements
2 C.F.R. §200.323	Procurement of recovered materials
2 C.F.R. §200.324	Contract cost and price
2 C.F.R. §200.325	Federal awarding agency or pass-through entity review
2 C.F.R. §200.326	Bonding requirements
2 C.F.R. §200.327	Contract provisions
Public Law 115-56	The Continuing Appropriations Act, 2018; and the Supplemental Appropriations for Disaster Relief Requirements Act, 2017
42 U.S.C. § 6962	Resource Conservation and Recovery Act
40 C.F.R. Part 247	Procuring entities will procure only items designated in guidelines of the Environmental Protection Agency (EPA).
24 C.F.R. Part 135, Subpart B	Economic Opportunities for Section 3 Residents and Section 3 Business Concerns
PERFORMANCE AND FINANCIAL MONITORING AND REPORTING	
2 C.F.R. §200.328 & 24 C.F.R. §570.507	Financial Reporting
2 C.F.R. §200.329	Monitoring and Reporting Program Performance
2 C.F.R. §200.330	Reporting on Real Property
SUBRECIPIENT MONITORING AND MANAGEMENT	

2 C.F.R. §200.331	Subrecipient and Contractor Determinations
2 C.F.R. §200.332	Requirements for Pass-Through Entities
2 C.F.R. §200.333	Fixed Amount Subawards
RECORD RETENTION AND ACCESS	
2 C.F.R. §200.334 & 24 C.F.R. §570.490	Retention Requirements for Records
2 C.F.R. §200.335	Requests for Transfer of Records
2 C.F.R. §200.336	Methods of Collection, Transmission, and Storage of Information
2 C.F.R. §200.337	Access to Records
2 C.F.R. §200.338	Restrictions on Public Access to Records
REMEDIES FOR NONCOMPLIANCE	
2 C.F.R. §200.339 & 24 C.F.R. §570.496	Remedies for Noncompliance
24 C.F.R. § 570.910	Corrective Actions
2 C.F.R. §200.340	Termination
2 C.F.R. §200.341	Notification of Termination Requirement
2 C.F.R. §200.342	Opportunities to Object, Hearings, and Appeals
2 C.F.R. §200.343 & 24 C.F.R. § 570.503 (b)(6)	Effects of Suspension and Termination
CLOSEOUT	
2 C.F.R. §200.344 & 24 C.F.R. § 570.490 (d)	Closeout
POST-CLOSEOUT ADJUSTMENTS AND CONTINUING RESPONSIBILITIES	
2 C.F.R. §200.345	Post-closeout adjustments and continuing responsibilities.
2 C.F.R. SUBPART E COST PRINCIPLES	
2 C.F.R. §200.402	Composition of Costs
2 C.F.R. §200.403	Factors Affecting Allowability of Costs
2 C.F.R. §200.404	Reasonable Costs
2 C.F.R. §200.405	Allocable Costs
2 C.F.R. §200.406	Applicable credits
2 C.F.R. §200.407	Prior Written Approval

2 C.F.R. §200.408	Limitation on allowance of Costs
2 C.F.R. §200.409	Special considerations
2 C.F.R. §200.410	Collection of Unallowable Costs
2 C.F.R. §200.411	Adjustment of Previously Negotiated Indirect (F&A) cost rates containing unallowable costs
DIRECT AND INDIRECT COSTS	
2 C.F.R. §200.412	Classification of Costs
2 C.F.R. §200.413	Direct Costs
2 C.F.R. §200.414	Indirect (F&A) Costs
2 C.F.R. §200.415	Required certifications
2 C.F.R. § 200.420-476	General Provisions for Selected Items of Cost
Puerto Rico Department of Treasury Regulation No. 37 and No. 38	Subrecipients must develop and implement travel and expense policies compliant with the PRDOH Financial Policy or adopt the Department of Treasury of Puerto Rico Regulation No. 37 (Travel Expense Regulation) and No. 38 (Travel Abroad)
2 C.F.R. SUBPART F AUDIT REQUIREMENTS	
2 C.F.R. §200.501	Audit requirements
2 C.F.R. §200.502	Basics for determining Federal awards expended
2 C.F.R. §200.503	Relation to other audit requirements
2 C.F.R. §200.504	Frequency of audits
2 C.F.R. §200.505	Sanctions
2 C.F.R. §200.506	Audit costs
2 C.F.R. §200.507	Program-specific audits
PART 570 REQUIREMENTS	
24 C.F.R. §570.201	Basic eligible activities
24 C.F.R. §570.207	Ineligible activities
24 C.F.R. §570.208	Criteria for national objectives

FINANCIAL POLICY REQUIREMENTS

REQUIREMENTS ESTABLISHED BY PRDOH GUIDANCE

SUBJECT(S)	REQUIREMENTS(S)	PRESENT
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Overview	Subrecipients are required to adopt financial management policies that include the following key components: (1) Internal Controls; (2) Cost Accounting and Records; (3) Budgeting; (4) Cost Principles; and (5) Reporting	<input type="checkbox"/>
Accounting Records/Source Documentation	Subrecipients must ensure their accounting records and supporting documentation include reliable, up-to-date information on the sources and uses of CDBG-DR/MIT funds, including: (1) Amount of federal grant awards received; (2) Current authorizations and obligations of funds; (3) Unobligated balances; (4) Assets and liabilities; (5) Program income; and/or (5) Actual expenditures.	<input type="checkbox"/>
Subrecipient Accounting Records 24 C.F.R. §570.506	Subrecipients are responsible for ensuring that separate accounting records are maintained for CDBG-DR/MIT funds in their internal accounting system and records. These should be developed to be consistent with PRDOH CDBG-DR/MIT general accounting and record keeping policies.	<input type="checkbox"/>
Reconciliations	Subrecipients must have procedures in place to reconcile accounts and reports by comparing revenues and expenditures against disbursements for CDBG-DR/MIT funded activities.	<input type="checkbox"/>
Program Income Reconciliation	Subrecipient Program Income shall be reconciled on a quarterly basis using reports and/or account information regarding the amount of Program Income received, disbursed, and any remaining balances.	<input type="checkbox"/>
Asset Capitalization	Subrecipients must capitalize on the assets with a value of five hundred dollars (\$500) or more per line item. Every month all subrecipients must submit a listing of all acquired fixed assets to the CDBG-DR/MIT Operations Division and the CDBG-DR/MIT Finance Division for evaluation, assuring all subrecipients have the adequate procedures in place to control and safeguard those assets.	<input type="checkbox"/>
Annual Financial Reporting 2 C.F.R. § 200.501 2 C.F.R. § 200.503 2 C.F.R. § 200.504 2 C.F.R. § 200.512	Subrecipients that expend more than seven hundred fifty thousand dollars (\$750,000) of federal funds in a fiscal year must perform a single audit and submit to PRDOH, upon request.	<input type="checkbox"/>

CONFLICT OF INTEREST REQUIREMENTS

MANDATORY REQUIREMENTS		
REFERENCE(S)	REQUIREMENT(S)	PRESENT
24 C.F.R. §570.489 (h)	Conflicts of Interest Requirements	<input type="checkbox"/>
24 C.F.R. §570.611	HUD Conflict of Interest Regulations	<input type="checkbox"/>
2 C.F.R. §200.112	Uniform Administrative Requirements, Subpart B General Provisions: The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	<input type="checkbox"/>
2 C.F.R. §200.318 (c)(1) and 24 C.F.R. §570.489(g) and (h)	Maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of CDBG-DR/MIT related contracts.	<input type="checkbox"/>
Puerto Rico Government Ethics Office Organic Act (Act 1-2012, as amended)	General Standards of Conduct	<input type="checkbox"/>

Anti-Corruption Code for the New Puerto Rico (Act 2-2018, as amended)	Standards and prohibitions concerning conflicts of interest. (33 LPR §1883a (b), (f), (l), (m), and (n)).	<input type="checkbox"/>
24 C.F.R. §570.611(d)(2)	Exceptions to the conflict-of-interest prohibition	<input type="checkbox"/>

AFWAM REQUIREMENTS

MANDATORY REQUIREMENTS		
REFERENCE(S)	REQUIREMENT(S)	PRESENT
83 FR 5844 and 83 FR 40314	Adequate procedures to detect and prevent fraud, waste, abuse, or mismanagement.	<input type="checkbox"/>
Act 2-2018, as amended	Anti-Corruption Code for the New Puerto Rico	<input type="checkbox"/>
Act 1-2012, as amended	The Puerto Rico Government Ethics Office Organic Act	<input type="checkbox"/>
41 U.S.C. §4712	Enhancement of Contractor Protection from Reprisal	<input type="checkbox"/>
Pub. L. 109-282	Federal Funding Accountability and Transparency Act (FFATA)	<input type="checkbox"/>

PII REQUIREMENTS

MANDATORY REQUIREMENTS		
REFERENCE(S)	REQUIREMENT(S)	PRESENT
2 C.F.R. §200.1	Personally Identifiable Information (PII)	<input type="checkbox"/>
2 C.F.R. §200.1	Protected Personally Identifiable Information (Protected PII)	<input type="checkbox"/>
24 C.F.R. §5.212	Compliance with the Federal Privacy Act (5 U.S.C. §552a)	<input type="checkbox"/>
5 U.S.C. §552a	Federal Privacy Act of 1974	<input type="checkbox"/>
5 U.S.C. §552a (e)(1)	Agency Requirements/System of Records	<input type="checkbox"/>
2 C.F.R. §200.303(e)	Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.	<input type="checkbox"/>
24 C.F.R. §570.508	Public Access to Program Records	<input type="checkbox"/>
2 C.F.R. §200.507 (c)	Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information.	<input type="checkbox"/>
2 C.F.R. §200.512 (a)(2)	Report Submission: Unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected	<input type="checkbox"/>

	personally identifiable information.	
Act 187-2006, as amended, 18 LPR §926(f)	The Parameters of the Use of Social Security Number of Entities that Provide Services to the Government Act.	<input type="checkbox"/>
PRDOH's PII Policy	Adopt and properly administer PRDOH's PII Policy. Subrecipients shall ensure that processes within their PII Policies include proper training, management, and breach responses policies.	<input type="checkbox"/>
The PR Citizen Information on Data Banks Security Act, Act 111-2005, as amended, 10 LPR §4051, et seq.	Notification of any security breach when the data banks that suffered the breach contain PII.	<input type="checkbox"/>

REQUIREMENTS ESTABLISHED BY PRDOH GUIDANCE

SUBJECT(S)	REQUIREMENTS(S)	PRESENT
Access and Management of PII	Subrecipient employees with access to confidential or sensitive information must complete a Confidentiality and Non-Disclosure Agreement.	<input type="checkbox"/>
Disposing of PII	Subrecipients must dispose PII in accordance with recordkeeping timelines, so that it cannot be read or reconstructed.	<input type="checkbox"/>

PROCUREMENT REQUIREMENTS

REQUIREMENTS ESTABLISHED BY PRDOH GUIDANCE

SUBJECT(S)	REQUIREMENTS(S)	PRESENT
Procurement Division Personnel Roles and Responsibilities	Subrecipients shall assign, identify and maintain at all times, an adequate organizational structure with the identified personnel roles and responsibilities needed to conduct procurement activities necessary to implement the program/activity; and shall impose a segregation of duties measure to reduce de risk of erroneous and inappropriate actions and deter fraud and fraudulent acts.	<input type="checkbox"/>
Minority, Small and Section 3 Business Participation. 2 C.F.R. §200.321 24 C.F.R. Part 75.	Take affirmative action to assure that Small Businesses, Minority Owned Businesses, Women Businesses, Section 3 Businesses and labor surplus area businesses have sufficient opportunity to participate in all procurement processes financed in whole or in part with PRDOH CDBG-DR/MIT funds.	<input type="checkbox"/>
Cost or Price Analysis 2 C.F.R. §200.324	(1) Require assurance that, before entering into a contract, contract modification, or a change of order, the cost or price is reasonable; and (2) Complete an independent cost estimate for the work to be completed.	<input type="checkbox"/>
Methods of Procurement 2 C.F.R. §200.320	Seven primary methods shall be used to procure materials, supplies, construction, and services for CDBG-DR/MIT program activities: (1) Micro Purchases; (2) Small Purchases; (3) Sealed Bids; (4) Competitive Proposals, including RFP, QBS, and PQL;	<input type="checkbox"/>

	(5) Noncompetitive Proposals; (6) GSA Schedule Purchases; and (7) Cooperative Purchasing/Intergovernmental or Interagency Agreements.	
Official Records RKMA Policy	The Procuring File shall be kept for a period of five (5) years after grant close-out with HUD.	<input type="checkbox"/>
Contractor Qualifications and Duties 2 C.F.R. §200.318(h)	(1) Prior to the award of a contract with a prime contractor, the subrecipient must obtain contractor and First Tier Subcontractor clearance, if applicable; and (2) Award Contracts or Purchase Orders only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement.	<input type="checkbox"/>
Conflicts of Interest and Ethics in Public Contracting 2 C.F.R. § 200.318 (c)(1)	No subrecipient shall participate directly or indirectly in the selection, award, administration or monitoring of any Contract or Purchase Order if a conflict of interest, real or apparent, results.	<input type="checkbox"/>

OTHER ADMINISTRATIVE AND PROGRAM REQUIREMENTS

MANDATORY REQUIREMENTS		
REFERENCE(S)	REQUIREMENT(S)	PRESENT
24 C.F.R. §570.601, §570.602, and §570.607	Civil Rights and Fair Housing; Employment and Contracting Opportunities	<input type="checkbox"/>
Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000(d) et seq.	This law states that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination or any program or activity receiving Federal financial assistance.	<input type="checkbox"/>
42 U.S.C. §2000 (d) Limited English Proficiency	Under Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000(d) et seq., and pursuant to and in accordance with Executive Order No. 13166, Improving Access to Services for Persons With Limited English Proficiency, and HUD's Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, dated January 22, 2007, and effective February 21, 2007 (HUD Guidance), recipients of federal financial assistance are required to take reasonable steps to ensure meaningful access to their programs and activities to individuals with Limited English Proficiency (LEP). The previously cited Executive Order No. 13166, requires programs, subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR/MIT financial assistance to ensure fair and meaningful access to programs and services for families and individuals with LEP and impairments disabilities. Fair access is ensured through the implementation of a Language Assistance Plan (LAP), which includes non-English-based outreach, translation services of vital documents, free language assistance services, and staff training.	<input type="checkbox"/>
Fair Housing Act, Title VIII of the Civil Rights Act of 1968, 42 U.S.C. § 3601 et seq.	The Fair Housing Act was amended in 1988 to provide protections from discrimination in any aspect of the sale or rental of housing for families with children and persons with disabilities. The Fair Housing Act also establishes requirements for the design and construction of new rental or for sale multi-family housing to ensure a minimum level of accessibility for persons with disabilities.	<input type="checkbox"/>

Section 109 of Title 1 of the Housing and Community Development Oct of 1974, as amended (42 U.S.C. §5309 et. seq. particularly 42 U.S.C. §6101 et. seq., and 29 U.S.C. §794	This law mandates the no person on the grounds of race, color, national origin, sex or religion shall be executed from participation, denied, the benefits of, or otherwise be subject to discrimination under any activity funded in whole or part with CDBG funds.	<input type="checkbox"/>
Affirmatively Furthering Fair Housing (AFFH)	Legal requirement that federal agencies and federal grantees further the purposes of the Fair Housing Act 1968, as amended, 42 U.S.C. §3601 et seq. The Fair Housing Act dictates that grantees are required to administer all programs and activities related to housing and urban development in a manner to affirmatively further the policies of said Act.	<input type="checkbox"/>
Section 3 of the Housing and Community Development Act of 1968, 12 U.S.C. §1701u (implemented at 24 C.F.R. §75)	Ensures economic opportunities for training and employment arising in connection with a housing rehabilitation, housing construction or other public project are given to low and very low-income persons; where feasible, priority should be given to low and very low-income residents within the service area of the project or the neighborhood in which the project is located.	<input type="checkbox"/>
Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794	This section specifies that no otherwise qualified individual shall solely by reason of his and her handicap be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal assistance.	<input type="checkbox"/>
The Americans with Disabilities Act (ADA) 42 U.S.C. §12101 et. seq.	This law prohibits discrimination based on disability in employment state and local governments and in places of public accommodation and commercial facilities.	<input type="checkbox"/>
Architectural Barriers Act of 1968 (ABA) 42 U.S.C. §4151-4157	This law requires that certain buildings financed with federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with federal funds, except privately-owned residential structures.	<input type="checkbox"/>
The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, et. seq.	This law provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination based on age under any program or activity receiving Federal assistance.	<input type="checkbox"/>
Executive Order 11246 (as amended by Executive Orders 11375 and 12086)	This order requires that grantees and subrecipients and their contractors and subcontractors agree not to discriminate against any employee or applicant for employment because of race, color religion, sex, or national origin.	<input type="checkbox"/>
24 C.F.R. §570.603 Labor Standards	All laborers and mechanics employed by contractors or subcontractors on construction work in excess of \$2,000 and financed in whole or in part with CDBG funds must be paid "prevailing wages" that have been determined in accordance with the Davis-Bacon Act as amended (40 U.S.C. §§ 3141-3148).	<input type="checkbox"/>
Fair Labor Standards Act of 1938, 29 U.S.C. §201	Fair Labor Standards Act establishes the basic minimum wage levels for all work and requires the payment of overtime at the rate of time and one-half the basic hourly rate of pay for work in excess of forty (40) hours per week.	<input type="checkbox"/>

<p>Contract Work Hours and Safety Standards Act, 40 U.S.C. §3701, et. seq. 29 C.F.R. part 4, 5, 6 and 8 29 C.F.R. part 70 to 240</p>	<p>Contract Work Hours and Safety Standards Act (CWHSSA) applies to both direct Federal contracts and federally assisted contracts in excess of \$100,000.00, where those contracts require or involve the employment of laborers and mechanics and Federal wage standards are applicable.</p> <p>Under the provisions of the CWHSSA, as amended, 40 U.S.C. §§3701-3708, contractors and subcontractors must pay laborers and mechanics, including guards and watchmen, premium pay, or time and one-half their regular pay, plus any fringe benefits, for work in excess of forty (40) hours per week.</p>	<input type="checkbox"/>
<p>Copeland “Anti-Kickback” Act, 40 U.S.C. §3145</p>	<p>Copeland Anti-Kickback Act supplemented the Davis-Bacon Act and prohibits a federal building contractor or subcontractor from inducing employees into giving up any part of the compensation that they are entitled to under the terms of their employment contract and establishes reporting requirements for wages paid to workers on construction sites.</p>	<input type="checkbox"/>
<p>24 C.F.R. §570.604 Environment Requirements</p>	<p>Grantees are required to assume responsibility for environmental review, decision making under the National Environmental Policy Act of 1969. Under the applicable regulations no party, including subrecipients, may commit funds to the project, including incurring in project costs, until the grantee completes the appropriate environmental review and public notification process.</p>	<input type="checkbox"/>
<p>National Historic Preservation Act, 54 U.S.C. § 300101, et seq. (“NHPA”)</p>	<p>Subrecipient must be careful not to violate provisions of the Historic Preservation Act.</p>	<input type="checkbox"/>
<p>National Flood Insurance 24 C.F.R. §570.605</p>	<p>If a community has had a notice for more than a year that an area has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, CDBG-DR/MIT funds cannot be spent for acquisition or construction purposes in the area unless the community is participating in the National Insurance Program and such insurance has been purchased for properties in question.</p>	<input type="checkbox"/>
<p>Floodplain management Executive Order 11988 Executive Order 11990 24 C.F.R. Part 55</p>	<p>Subrecipients should select sites that are located outside of special flood hazard areas for projects proposing new construction or substantial improvement of existing buildings.</p>	<input type="checkbox"/>
<p>Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs 24 C.F.R. §570.606(b) and (c) 24 C.F.R. § 570.606(b) y (c).</p>	<p>A subrecipient must comply with (1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) and the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act.</p> <p>The subrecipient must provide relocation assistance to persons, families, individuals, businesses, nonprofit organizations, and farms that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-DR/MIT assisted project.</p>	<input type="checkbox"/>
<p>Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4821-4846 24 C.F.R. §570. 608 24 C.F.R. Part 35</p>	<p>Lead Based Paint. CDBG-DR/MIT funded activities, such as acquisition, construction, or rehabilitation of residential structures, may not use lead-based paint.</p>	<input type="checkbox"/>

<p>31 U.S.C. §1352 (Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions) 24 C.F.R. Part 87</p>	<p>Anti-lobbying Restrictions , no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.</p>	<input type="checkbox"/>
<p>Act 16 of August 15, 1975, 29 LPRA §361</p>	<p>Occupational Safety and Health was adopted with the purpose of guaranteeing overall safety and health conditions in the workplace.</p>	<input type="checkbox"/>
<p>Duplication of benefits, 42 U.S. Code § 5155</p>	<p>The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended, 42 U.S.C. §5121 <i>et seq.</i>, established the requirements for Duplication of Benefits (DOB) analysis. Also, see 42 C.F.R. §312. The duplication of benefits guidance included in Federal Register Vol. 84, No. 119 (June 20, 2019), 84 FR 28836, supersedes the duplication of benefits guidance issued in Federal Register Vol. 76, No. 221 (November 16, 2011), 76 FR 71060 for CDBG-DR/MIT grants received in response to disasters declared between January 1, 2015, and December 31, 2021. As such, the duplication of benefits policy outlined in these guidelines follows the guidance issued in 84 FR 28836.</p>	<input type="checkbox"/>
<p>Drug-Free Workplace Act, 41 U.S.C. §8101 et. seq. 24 C.F.R. Subpart F</p>	<p>The Drug-Free Workplace Act of 1988 requires that any grantee other than an individual must certify that it will provide a drug-free workplace. Any grantee found in violation of the requirements of this</p>	<input type="checkbox"/>
<p>24 C.F.R. §91.115</p>	<p>Citizen Participation Plan</p>	<input type="checkbox"/>



APPENDIX VIII

DOCUMENT MAINTENANCE CHECKLIST

Date Revised _____

DOCUMENTS TO BE MAINTAINED	DOCUMENT SOURCE		STATUS		
	Source	Date	Complete		Location
			YES	NO	
<ul style="list-style-type: none"> Current Approved Budget 	Subrecipient/Grantee		<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> Authorization Letters/Signatures 	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> Financial Management Systems (Accounting books, software, reporting systems) 	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> Chart of Accounts 	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> List of Source Documents to be maintained (receipts, invoices, canceled checks, employment letters, staff timesheets, rental or lease agreements, purchase orders, amongst other supporting documentation). 	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> Financial Status Report (total budget, amount expended, unliquidated obligations, unobligated balance) 	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> Program Income documentation (Accounting records and supporting documentation with reliable up-to-date information on the sources and uses (eligible activities), PRDOH Program Income Receipt Form), amongst any related evidence indicating that each expenditure is necessary, reasonable, and directly related to the project. 	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	

• Drawdown Request Forms	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
• Procurement files/ Executed Contracts/ Bid Docs	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
• Board Minutes for Approval of Contracts or Bids	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
• Purchase Orders/ Invoices	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
• Copy of Most Recent Audit Report	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
• Certification of Insurance Coverage/ Bonding	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
• CDBG-DR/MIT Payroll Records	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
• Certified construction Payroll (Davis-Bacon applicable)	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
• Approved Cost-Allocation Plan	Subrecipient/Grantee		<input type="checkbox"/>	<input type="checkbox"/>	
• Relevant Financial Information Correspondence	Subrecipient/Grantee		<input type="checkbox"/>	<input type="checkbox"/>	

PROJECT MONITORING & CONTROL	Source	Date	Complete		Location
			YES	NO	
• Completed Monitoring Reports	Subrecipient/Grantee		<input type="checkbox"/>	<input type="checkbox"/>	
• National Objectives Documentation	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
• Eligible Activities Documentation	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
• Files of activities undertaken (specific individuals/ beneficiaries)	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
• Activity Status Report (scope, cost, schedule, Actual vs. Agreement)	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
• Drawdown Request/Reports	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
• Subrecipient Staffing	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
• Meeting Minutes	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
• Telephone Log/Notes	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
• Correspondence	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	

HUD MONITORING RESULTS	Source	Date	Complete		Location
			YES	NO	
• Real property inventory, Management and Change of Use	Subrecipient/Grantee		<input type="checkbox"/>	<input type="checkbox"/>	
• Anti-discrimination, Fair Housing, EEO, Section 3/ADA/504 Certifications	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
• Procurement files, Bonding, Insurance	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
• Labor Standards	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
• Acquisition, Displacement, Relocation, Replacement Housing	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
• Environmental Review	Subrecipient/Grantee		<input type="checkbox"/>	<input type="checkbox"/>	
• Loan Status Reports (economic development, rehabilitation)	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
• Administrative Activities	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
• Flood Insurance Purchase	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	

OTHER PROJECT ACTIVITY FILES	Source	Date	Complete		Location
			YES	NO	
• Plans & Specs (Rehabilitation, historic preservation)	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
• Orientation and Training	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	
• Citizen's Complaints	Subrecipient		<input type="checkbox"/>	<input type="checkbox"/>	



APPENDIX IX

CONTRACT CHECKLIST

Prime Contractor or Subcontractor: _____

Checklist Date: _____

Service: _____

This checklist has the purpose of verifying the compliance with all required federal regulations, for the good administration of contracts and subcontracts. This document is meant to serve as a guide.

I. Provisions that must be included in Contracts and Subcontracts:

A. Basic Provisions	
1. Insurance coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
2. Conflict of Interest	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
3. Independent Contractor Clause	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
4. Provision that the work performed by the subcontractor be in accordance with the applicable terms of the original Agreement.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
5. Provision that nothing contained in the subcontract or under the original Agreement will create any contractual relation between the subcontractor and the other contracting entity.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
6. Provision that nothing contained in the subcontract agreement shall impair the rights of the other contracting entity.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
7. Provision that the contractor or subcontractor specifically agree to be bound by the confidentiality provision regarding Personal Identifiable Information.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8. Provision that the Contractor will be responsible for ensuring all subcontract work is performed consistent with federal and state regulations and/or policies.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
9. "All federal flow-down provisions are included in the subcontract agreement per Federal guidelines."	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
10. The applicable provisions set forth in 2 C.F.R. § 200.101	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
11. Section 3 Clause	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
12. HUD General Provisions	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

II. Provisions applicable to Construction Contracts (in addition to the provisions of section I):

A. Compliance with Federal Regulations	
1. Davis-Bacon Act (DBA) of 1931, as amended, 40 U.S.C. §§ 3141, <i>et seq.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
2. Housing and Community Development (HCD) Act of 1974	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
3. 29 C.F.R. §5 (Department of Labor)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
4. Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§ 201-219	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
5. Contract Work Hours and Safety Standards Act (CWHSSA), 40 U.S.C. §§ 3701-3708	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
6. Section 3 of the Housing and Urban Development Act of 1968. 12 U.S.C. 1701u	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
7. Copeland "ANTI-KICKBACK" Act of June 13, 1934, 40 U.S.C. § 276c	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8. Form 4010 Federal Labor Standards Provisions 4010.PDF (hud.gov)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
9. Wage determination: https://beta.sam.gov/search?index=wd choose the correct wage determination based on the scope of work.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

B. Compliance with State Laws and Regulations	
1. Davis-Bacon Act (DBA) of 1931, as amended, 40 U.S.C. §§ 3141, <i>et seq.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

APPENDIX XI

SUBRECIPIENT MANAGEMENT UNIT INFORMS YOU

V. 2022.05

DUNS Transition to UEI

SAM is the **System for Award Management**, operated by the Government of the United States, free of charge. The registry disseminates commercial information about commercial partners of the federal government in support of the contract and grant award, as well as electronic payment processes.

FAR Subpart 4.11; 2 C.F.R., Subtitle A, Chapter I, Part 25.

As of April 4, 2022, the SAM will replace the DUNS number for the Unique Entity Identifier (UEI). Entities that do not have SAM, can go directly to the Register section of the SAM page and, during the process of the entity's registration, the system will assign the UEI number.

Entities that are registered in SAM, already have their UEI assigned. Find it in your [SAM.gov](#) Workspace, instructions [here](#).

Access more information about this transition [here](#).

SAM registry is a requisite for being able to receive federal funds and for doing business with the federal government.

###

- ♦ Federal agencies require the use of SAM as part of the administration of funds allocated under a grant.
- ♦ The main purpose of the registry: Provide a data base that allows for eligibility verification of an entity prior to executing the contract.
- ♦ Administered by the General Services Administration (**GSA**).
- ♦ Contains the Excluded Parties List where the recipient of federal funds must verify the entity's eligibility prior to executing a contract.

IMPORTANT NOTE

- ♦ To register in SAM, the entity needs their UEI number, the employer ID number, and other information/requirements as stated in the webpage.
- ♦ This action can be done through [SAM.GOV](#).
- ♦ **Exceptions to the SAM registry requirement:**
Amount threshold – contracts for less than \$25,000

CONTACT INFORMATION

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Federal Compliance & Subrecipient Management
CDBG-DR Program
subrecipientmanagement@vivienda.pr.gov | 787.274.2527

NEW

Register Your Entity or Get a Unique Entity ID

Register your entity or get a Unique Entity ID to get started doing business with the federal government.

[Get Started](#)

Registering your entity versus requesting a Unique Entity ID

DEPARTMENT OF HOUSING



APPENDIX XII

PUERTO RICO DEPARTMENT OF HOUSING CDBG-DR AND CDBG-MIT PROGRAM SUBRECIPIENT ANNUAL SINGLE AUDIT CERTIFICATION FORM

Entity Name _____ Date: [MM/DD/YYYY] Contact Phone: _____

Check appropriate box:

- We **have exceeded** the federal/state limit for the fiscal year [insert year]. Therefore, we will complete the Single Audit for the fiscal year [insert year] and submit the Single Audit Report to the Federal Audit Clearinghouse (FAC) within thirty (30) calendar days after receipt of the auditor's report when it is ready or within a period of nine (9) months after the end of the audited fiscal year, whichever comes first. If this category is checked, skip down to signature section.
- We **did not exceed** the federal/state limit for the fiscal year [insert year]. Therefore, a Single Audit is not required for this fiscal year. **(Fill out Federal and State Funds Schedules below)**

Must be filled out only if Single Audit or Program Audit is NOT required

FEDERAL FUNDS SCHEDULE

Federal Grantor	Pass-through Grantor	Program Name & CFDA Number	Contact Phone	Expenditures

Total Federal Expenditures for the Fiscal Year \$

STATE FUNDS SCHEDULE

State Grantor	Pass-through Grantor (If any)	Program Name	Contact Phone	Expenditures

Total State Expenditures for the Fiscal Year \$

Authorized Signature

Printed Name

Title

Mailing Address

City, State

Zip code

Email address

Phone number

Fax number

*Failure to submit a Single Audit Form (**SAF**) or similar financial information or failure to submit a complete SAF or a Single Audit package as described in the audit requirements by the required due date could affect funding on all existing contracts, eligibility to apply under the PRDOH CDBG-DR/MIT programs and freezing any newly awarded contracts. Subrecipient understands and acknowledges its responsibility to submit the Single Audit Report to the FAC within regulatory timeframes as stated above.*

WARNING: An Entity is guilty of falsification and fraud for knowingly and willingly making false or fraudulent statements to any department of the United States Government, according to the 18 U.S.C. § 287, 18 U.S.C. §1001(a)(1)-(3) and the 31 U.S.C. § 3729.

Submit this form within **sixty (60) days** after the end of the fiscal year:

- **Via email at:** [Monitoring Division Email]
- **In writing at:** Puerto Rico CDBG-DR/MIT Program
Attn: CDBG-DR/MIT Monitoring Division
P.O. Box 21365
San Juan, PR 00928-1365