



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)
ANALYTIC SUPPORT FOR PUERTO RICO DISASTER RECOVERY PLANNING PROJECT
UNDER THE PROGRAM MANAGEMENT PLANNING ALLOCATION**

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**SUBRECIPIENT AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
THE RAND CORPORATION**



This **SUBRECIPIENT AGREEMENT** ("**Agreement**") is entered into this 22 day of August, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** ("**PRDOH**"), a public agency of the Government of Puerto Rico created under Act No. 97, of June 10, 1972, as amended, 3 LPRA § 441 *et seq.*, known as the "Department of Housing Organic Act" (the "Organic Act"), with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented herein by its Secretary, Hon. William O. Rodríguez Rodríguez, of legal age, attorney, single, and resident of Guaynabo, Puerto Rico; and **THE RAND CORPORATION** ("**Subrecipient**"), with principal offices at 4570 Fifth Avenue, Suite 600, Pittsburgh, Pennsylvania, United States of America, represented herein by its Director of Contracts, Grants, and Procurement, Linda F. Duffy, of legal age, married, and resident of Pittsburgh, Pennsylvania, United States of America; collectively the "**Parties**".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on September 2017, Hurricanes Irma and María made landfall in Puerto Rico causing catastrophic island wide damage, knocking out power, water, and telecommunications for the entire island and its island municipalities. Hurricane María caused major structure and infrastructure damage to family homes, businesses, and government facilities triggering the displacement of thousands of residents of the Island from their homes and jobs.

WHEREAS, under the Continuing Appropriations Act, 2018, and Supplemental Appropriations for Disaster Relief Requirements Act, 2017, signed into law September 8, 2017 (Pub. L. 115-56), \$1.5 billion were allocated by the U.S. Department of Housing and Urban Development (HUD) for disaster recovery assistance to the Government of Puerto Rico under the CDBG-DR Program. These funds are intended to provide financial assistance to address unmet needs that arise and that are not covered by other sources of financial aid.

WHEREAS, on February 9, 2018, a Notice was published in the Federal Register, Vol. 83, No. 28 (83 FR 5844), that allocated \$1.5 billion for disaster recovery assistance to the Government of Puerto Rico.

WHEREAS, under the Bipartisan Budget Act of 2018, signed into law February 9, 2018 (Pub. L. 115-123), an additional \$8.22 billion were allocated by HUD for disaster recovery assistance to the Government of Puerto Rico under CDBG-DR.

WHEREAS, pursuant to a letter dated February 23, 2018, sent by the former Governor of Puerto Rico to the Hon. Benjamin Carson, Secretary of HUD, the PRDOH is the governmental agency designated as grantee of the CDBG-DR funds allocated to the Government of Puerto Rico.

WHEREAS, on August 14, 2018, an additional allocation of \$8.22 billion for recovery was allocated to Puerto Rico under Federal Register Vol. 83, No. 157, (83 FR 40314).

WHEREAS, on September 20, 2018, the Governor of Puerto Rico and the Secretary of HUD signed Grant Agreement Number B-17-DM-72-0001; allowing PRDOH access to \$1,507,179,000 in CDBG-DR funding obligated Pub. L. 115-56, as amended.

WHEREAS, under the Additional Supplemental Appropriations for Disaster Relief Act of 2019, signed into law June 6, 2019 (Pub. L. 116-20), an additional \$277 million were appropriated by Congress for disaster recovery assistance to the Government of Puerto Rico under CDBG-DR.

WHEREAS, on January 27, 2020, an additional allocation of \$277 million for unmet infrastructure recovery needs was allocated to Puerto Rico under Federal Register Vol. 85, No. 17, (85 FR 4681). With these allocations of funding, the PRDOH aims to lead a transparent, comprehensive recovery to benefit the residents of Puerto Rico. PRDOH holds accountability and is committed to the responsible, efficient, and transparent administration of CDBG-DR grant funding.

WHEREAS, on February 21, 2020, the Governor of Puerto Rico and the Secretary of HUD signed Grant Agreement Number B-18-DP-72-0001; allowing PRDOH access to \$1,700,000,000 in CDBG-DR funding, obligated under Pub. L. 115-123, as amended.

WHEREAS, with these allocations of funding, the PRDOH aims to lead a transparent, comprehensive recovery to benefit the residents of Puerto Rico. PRDOH holds accountability and is committed to the responsible, efficient, and transparent administration of CDBG-DR grant funding.

WHEREAS, PRDOH intends to undertake the **ANALYTIC SUPPORT INITIATIVE FOR PUERTO RICO DISASTER RECOVERY PLANNING PROJECT (Analytic Support Initiative)** with funds from the **PROGRAM MANAGEMENT PLANNING (PMP)** allocation under CDBG-DR. The Analytic Support Initiative is intended to provide PRDOH with immediate analytic support to ensure that Puerto Rico has the needed information, analysis, studies, access to experts, problem identification tools, disaster resilience plans, recovery action plans, and policy recommendations to support its recovery progress and resilience to future storms. Subrecipient will provide a set of studies, data analysis, and plans that take stock of progress in recovery from Irma and María **five (5) years** onwards, consider ways to address barriers to recovery, and offer recommendations about how recovery can be implemented more quickly in key areas. The tasks to be undertaken under this Agreement also have the purpose of ensuring alignment of the CDBG-DR portfolio with the federally mandated 2018 "Transformation and Innovation in the Wake of Devastation: An Economic and Disaster Recovery Plan for Puerto Rico" plan (**Recovery Plan**) submitted to the United States Congress. Also, Subrecipient will perform an in-depth specialized analysis that strengthens efforts at the state coordination level.

WHEREAS, according to the approved current CDBG-DR Action Plan, there is an allocation of up to **ONE HUNDRED FOURTEEN MILLION, SEVEN HUNDRED FORTY-THREE THOUSAND, EIGHT HUNDRED FIFTY DOLLARS (\$114,743,850.00)** available for PMP. Out of the aforementioned funds, PRDOH has allocated to the Subrecipient the total amount of **ten million, four hundred ninety-eight thousand, five hundred ninety dollars with sixty-one cents (\$10,498,590.61)**. The Subrecipient shall administer and use such funds for the provision of the services described in the **Exhibit A** (Scope of Work) under this Agreement;

WHEREAS, the CDBG-DR funds made available for use by the Subrecipient under this Agreement constitute a Subaward of the PRDOH's Federal Award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of the PRDOH's Federal Award;

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WHEREAS, the PRDOH has the legal power and authority, in accordance with its enabling statute, the Organic Act, the federal laws and regulations creating and allocating funds to the CDBG-DR program and the current Action Plan, to enter and issue this Subaward, to be performed under this Agreement; and

WHEREAS, the Subrecipient has duly adopted a Certificate of Authorized Signers, dated July 26, 2022, and a Signature Authority Resolution for Legally Binding Agreements, dated August 2, 2022, both documents ratified to be accurate and current on April 25, 2023, authorizing Linda F. Duffy, Director, Contracts, Grants, and Procurement, to enter into activities such as the execution of this Agreement on behalf of the Subrecipient, and by signing this Agreement, the Subrecipient assures PRDOH that it shall comply with all the requirements described herein.

GENERAL AWARD INFORMATION

The Subaward from PRDOH to the Subrecipient contemplated hereunder is for performing under the Federal Award described in Section I above; thus, a federal assistance relationship is created with the Subrecipient. This Agreement shall be updated to reflect any changes to the Federal Award and the following award information.

CDBG-DR Grantee Federal Award Identification Number:	B-18-DP-72-0001
CDBG-DR Grantee Federal Award Date:	February 21, 2020
CDBG-DR Grantee Unique Identifier:	Unique Entity ID: FFMUBT6WCM1
Federal Award project description:	See Exhibit A for <u>Scope of Work</u>
Subrecipient Contact Information:	Linda F. Duffy Director, Contracts, Grants and Procurement The Rand Corporation 4570 Fifth Avenue, Suite 600 Pittsburgh, PA 1512-2665 Tel.1-412-683-2300 Ext. 4332 lduffy@rand.org contractsteam@rand.org
Subrecipient Unique Identifier:	Unique Entity ID: YY46Q97AEZA8
Subaward Period of Performance:	Start Date: Effective Date, as defined in Section V of this Agreement. End Date: Twenty (20) months from Start Date
Funds Certification:	Dated: June 16, 2023 Authorized Amount: \$10,498,590.61 Funds Allocation: CDBG-DR "r0206pmp-doh-na" Account Number: 6090-01-000 See Exhibit E for <u>Funds Certification</u>

NOW, THEREFORE, in consideration of the need for recovery from Hurricanes Irma and María, and the premises and mutual covenants described herein, the Parties mutually agree to the terms described in this Agreement.

TERMS AND CONDITIONS

II. ATTACHMENTS

The following attachments are incorporated into this Agreement by reference and are hereby made part of this Agreement:

Exhibit A	Scope of Work
Exhibit B	Timelines and Performance Goals
Exhibit C	Key Personnel
Exhibit D	Budget
Exhibit E	Funds Certification
Exhibit F	HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements
Exhibit G	Special Conditions
Exhibit H	Subrogation and Assignment Provisions
Exhibit I	Non-Conflict of Interest Certification
Exhibit J	Insurance Requirements

All Attachments hereto are fully incorporated herewith such that the terms and conditions of the Attachments shall be as binding as any terms and conditions of this executed written Agreement. Should any inconsistency appear between the Attachments and this Agreement, the Agreement shall prevail.

III. SCOPE OF WORK

The Subrecipient shall be responsible for performing the activities detailed in **Exhibit A** (Scope of Work) of this Agreement, herein attached and made an integral part of this Agreement, which may be amended from time to time with the consent of both Parties. The Subrecipient shall complete the Scope of Work (SOW) satisfactory to the PRDOH and consistent with the terms and conditions of this Agreement and applicable Federal and local statutes, laws and regulations.

A. Subrecipient Management Responsibilities

1. As a condition of receiving this Subaward, the Subrecipient is responsible for management, monitoring and reporting of the services included in the **Exhibit A** (Scope of Work) for the Program.
2. All services shall be made in accordance with PRDOH guidelines, HUD guidelines and regulations, and other applicable state and federal laws and regulations.
3. The Subrecipient may develop plans in accordance with the **Exhibit A** (Scope of Work). The PRDOH reserves authority and discretion to review and approve such plans.

B. General Administration

Prohibited Activities: The Subrecipient may only carry out the roles and responsibilities described in this Agreement and the activities related to the performance of the **Exhibit A** (Scope of Work). Notwithstanding anything to the contrary in this Agreement, the Subrecipient shall not be obligated to perform any work or services outside the **Exhibit A** (Scope of Work).

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 herein or personnel employed in the administration of activities under this Agreement for political

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activities, inherently religious activities, or lobbying. The Subrecipient may be financially liable for activities undertaken outside of the parameters of the **Exhibit A** (Scope of Work) of this Agreement.

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Moreover, the Subrecipient acknowledges that the following costs are not considered eligible for funding or reimbursement under the Program: engineering, architectural, and design costs related to a specific project such as detailed engineering specifications and working drawings; construction or any costs of implementation of projects or plans; and costs not associated with the development of plans or other planning activities.

C. National Objectives

Funds being used for the planning activities such as the ones described in the **Exhibit A** (Scope of Work) of this Agreement are part of the twenty percent (20%) planning and administrative cap of the Community Development Block Grant-Disaster Recovery (**CDBG-DR**) funds. Funds with this designation are considered to address the national objective requirement.

D. Levels of Accomplishment – Performance Goals and Timelines

The Subrecipient shall complete the activities required under the **Exhibit A** (Scope of Work) of this Agreement in accordance with the timeframes and performance goals set forth in **Exhibit B** (Timelines and Performance Goals) of this Agreement, herein attached and made an integral part of this Agreement.

E. Nonperformance Standard

If at the end of the **two (6) months** from the Effective Date, as defined in **Section V** of this Agreement, the program activity has not begun, or at any time during the term the Program activity has not accomplished the performance objectives set forth by the PRDOH in the **Exhibit B** ("Timelines and Performance Goals"), the PRDOH may at its discretion, terminate this Agreement, de-obligate funds made available under this agreement, and/or recapture funds previously expended by the Subrecipient under this agreement from non-federal funds. No contract extensions shall be granted unless the Subrecipient can document circumstances beyond its control that prevented initiation of the activity. In accordance with written policies and procedures, the PRDOH shall review the properly filed and documented circumstances which are alleged to have prevented the initiation of activity and exclusively reserves the right to decide according to the reasons stated as well as the prevailing circumstances.

F. Staffing

The Subrecipient shall supervise and direct the completion of all activities under this Agreement. Any changes in assigned key personnel or their responsibilities under the activities included in the **Exhibit A** (Scope of Work) are subject to the prior approval of the PRDOH. If possible, it is the best practice for Subrecipient to provide PRDOH with ample written notice to the personnel changes and requests. Ample notice in this context shall be **ten (10) business days**. If that is not possible, then the Subrecipient shall make all reasonable efforts to notify PRDOH of changes.

At a minimum, Subrecipient shall assign the staff with the identified responsibilities in correlation to the identified activities as described in **Exhibit C** (Key Personnel) of this Agreement, herein attached and made integral part of this Agreement.

Depending on the needs of the Program activity, the Subrecipient shall provide staff and/or procure professional service contractors to assist with the compliance of said activities. The

staff who will support the Program activities included in the **Exhibit A** (Scope of Work), shall solely perform those tasks and shall be remunerated hourly.

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The Subrecipient shall monitor the performance of its staff, and contractors against the goals and performance standards as stated in the **Exhibit B** (Timelines and Performance Goals).

G. Pre-Award Costs

Pre-award costs applicable to the Subrecipient are strictly prohibited.

IV. PERFORMANCE, MONITORING AND REPORTING

A. Monitoring

The PRDOH shall monitor the performance of the Subrecipient as necessary to ensure that the funds allocated to the Subrecipient 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 in the **Exhibit B** (Timelines and Performance Goals) associated with the activities included in the **Exhibit A** (Scope of Work).

This review shall include: (1) reviewing financial and performance reports required by the PRDOH; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the PRDOH detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from the PRDOH as required by 2 C.F.R. § 200.521.

Substandard performance, defined as a performance that falls short of the standard expected of the Subrecipient, as specified in the Agreement's exhibits, shall constitute noncompliance with this Agreement.

If action to correct such substandard performance is not taken by the Subrecipient within **fifteen (15) days** after being notified by PRDOH, PRDOH may impose additional conditions on the Subrecipient and suspend or terminate this Agreement, disallow all or part of the cost of the activity or action not in compliance or initiate other remedies for noncompliance, as appropriate and permitted under 2 C.F.R. § 200.339.

B. Reporting

The Subrecipient shall submit briefings and reports to the PRDOH, on the form and with the content specified and required by the PRDOH, according to the targets and timelines set forth in the **Exhibit B** (Timelines and performance Goals).

V. EFFECTIVE DATE AND TERM

This Agreement shall be in effect and enforceable between the parties from the date of its execution. The performance period of this Agreement is a maximum of **twenty (20) months** from the date of its execution, ending in April 21, 2025.

The End of Term shall be the later of: (i) April 21, 2025; (ii) the date as of which the Parties agree in writing that all Close-Out Requirements¹ have been satisfied or, where no Close-Out Requirements are applicable to this Agreement, the date as of which the Parties

¹ "Close-Out Requirements" means all requirements to be satisfied by each party in order to close-out this Agreement and the CDBG-DR funds provided herein in accordance with applicable Requirements of Law, including the execution and delivery by one (1) or more of the Parties of all close-out agreements or other legal instruments and the taking of any actions by one or more of the Parties in connection with such close-out, in any case as required under applicable Requirements of Law.

agree in writing that no Close-Out Requirements are applicable hereto; or (iii) such later date as the Parties may agree to in a signed amendment to this Agreement.

The Subrecipient hereby acknowledges that this Agreement is subject to the grant agreement between the Government of Puerto Rico or the PRDOH, and HUD (the "Grant Agreement"); and the availability of the allocated CDBG-DR funds. The Subrecipient also acknowledges and agrees that any suspension, cancellation, termination, or otherwise unavailability of the CDBG-DR allocation(s) shall result in the immediate suspension, cancellation, or termination of this Agreement, upon PRDOH's notice.

A. Contract Extensions:

PRDOH may, at its sole discretion, extend the Agreement's term for additional terms, upon mutual written agreement of the Parties. The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRDOH and HUD, unless the term of the initial Grant Agreement is extended by HUD, in which case the term of this Agreement cannot exceed the extension.

VI. BUDGET

A. Budget

The Subrecipient shall complete all activities in the **Exhibit A** (Scope of Work) of this Agreement in accordance with the **Exhibit D** (Budget) attached herein and made integral part of this Agreement as such Budget may be amended from time to time.

Any proposed budget to be managed by the Subrecipient shall clearly specify proposed funding for administrative costs and/or program delivery costs and/or planning costs, to the extent that such costs are considered applicable categories for funding.

The Budget may include a reserve of the Subaward for PRDOH's activity delivery costs and expenditures related to the Program. The Subrecipient may not access the reserve identified in the Budget without written consent from the PRDOH.

The PRDOH may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the PRDOH. Any amendments to the Budget must be approved in writing and signed by the PRDOH and the Subrecipient.

B. Indirect Costs

Indirect costs invoiced, if any, must be consistent with the conditions set forth herein. Indirect costs may be charged to PRDOH under a negotiated indirect cost rate agreement with a federal cognizant agency, a *de minimis* indirect cost rate (for applicable entities), or an indirect cost proposal prepared in accordance with 2 C.F.R. part 200, subpart E, submitted to a federal cognizant agency, and approved by PRDOH in accordance with its written policies and procedures, which shall be included in the **Exhibit D** (Budget).

C. Program Income

PRDOH reserves the right to authorize the Subrecipient to retain Program Income² to be used in eligible program activities as described in this Agreement. The Subrecipient shall notify

² As defined in section VI(A)(19)(a) of the HUD Notice 83 FR 5844, 5856 (February 9, 2018, as may be amended by HUD), Program Income is:

[...] gross income generated from the use of CDBG-DR funds, except as provided in subparagraph (d) of this paragraph, and received by a State or a Subrecipient of a State."

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PRDOH, within **twenty-four (24) hours** of receipt, of any Program Income generated by activities carried out with CDBG-DR funds made available under this Agreement. All Program Income (as defined at 24 C.F.R. § 570.500) 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. Program Income is subject to all applicable CDBG-DR laws, regulations and PRDOH's policies and procedures for so long as it exists. Any interest earned on cash advances from the U.S. Treasury or interest paid on CDBG funds held in a revolving fund account is not Program Income and shall be remitted promptly to the PRDOH for transmittal to the U.S. Treasury no less frequently than annually.

All Program assets, other than Program Income (property, equipment, etc.), if any, shall revert to PRDOH upon termination of this Agreement in accordance with applicable Federal, laws, regulations, HUD Notices, policies, and guidelines.

PRDOH will later notify the Subrecipient in writing the applicable procedures for the return or reversion of Program Income and Program assets to the PRDOH, and such notification shall be deemed incorporated by reference to this Agreement.

D. Reversion of Assets

Use and Reversion of Assets. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 C.F.R. part 200 and 24 C.F.R. §§ 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

The Subrecipient shall transfer to PRDOH any CDBG-DR funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of twenty-five thousand dollars (\$25,000) shall be used to meet one of the CDBG National Objectives pursuant to 24 C.F.R. § 570.208 until **five (5) years** after expiration of this Agreement [or such longer period of time as PRDOH deems appropriate]. If the Subrecipient fails to use CDBG-DR assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay PRDOH an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to the PRDOH. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the **five (5) year period** or such longer period of time as PRDOH deems appropriate.

Program income includes, but is not limited to, the following: (a) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG-DR funds; (b) Proceeds from the disposition of equipment purchased with CDBG-DR funds; (c) Gross income from the use or rental of real or personal property acquired by a State, local government, or Subrecipient thereof with CDBG-DR funds, less costs incidental to generation of the income (i.e., net income); (d) Net income from the use or rental of real property owned by a State, local government, or Subrecipient thereof, that was constructed or improved with CDBG-DR funds; (e) Payments of principal and interest on loans made using CDBG-DR funds; (f) Proceeds from the sale of loans made with CDBG-DR funds; (g) Proceeds from the sale of obligations secured by loans made with CDBG-DR funds; (h) Interest earned on program income pending disposition of the income, including interest earned on funds held in a revolving fund account; (i) Funds collected through special assessments made against nonresidential properties and properties owned and occupied by households not low- and moderate-income, where the special assessments are used to recover all or part of the CDBG-DR portion of a public improvement; (j) Gross income paid to a State, local government, or a Subrecipient thereof, from the ownership interest in a for profit entity in which the income is in return for the provision of CDBG-DR assistance.

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In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the PRDOH for the CDBG-DR program or (b) retained after compensating the PRDOH an amount equal to the current fair market value of the equipment less the percentage of non-CDBG-DR funds used to acquire the equipment.

VII. PAYMENT

A. Amount

This Agreement is based on the reimbursement of funds to the Subrecipient expended on approved CDBG-DR items. In order for the first disbursement of funds to be released, the Subrecipient must complete a Capacity Assessment with PRDOH. Funding is contingent on a CDBG-DR award to PRDOH or a Grant Agreement between the Government of Puerto Rico or the PRDOH, and HUD, and PRDOH's receipt of CDBG-DR funds. It is expressly agreed and understood that the total funding amount to be paid by the PRDOH to the Subrecipient under this Agreement shall not exceed the amount specified in the **Exhibit D** (Budget). Such payment shall be compensation for all allowable services required, performed, and accepted under this Agreement. However, PRDOH reserves the right to reduce the funding amount if CDBG-DR funding is not provided at the currently anticipated levels and/or if the actual costs for the approved activities are less than those set forth in the **Exhibit D** (Budget).

Any additional funds to complete the services requested by the PRDOH to the Subrecipient shall be subject to funds availability and shall require an amendment to this Agreement.

B. Requests for Reimbursements

The Subrecipient shall submit to PRDOH requests for reimbursements of activities under this Agreement and consistent with the approved Budget ("Request for Reimbursement") and Scope of Work on a monthly basis. Each Request for Reimbursement shall be broken down into requested reimbursements against the Budget line items specified in the **Exhibit D** (Budget).

The Subrecipient shall submit Requests for Reimbursements to the PRDOH, on the form and with the content specified and required by the PRDOH. The Requests for Reimbursements must be submitted with all supporting invoices, bills, time sheets, monthly reports, and any other document necessary to justify the payment, or any other supporting document requested by PRDOH. 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 this Agreement.

If PRDOH determines that the submitted Request for Reimbursement and supporting documents are acceptable, then the invoice shall be approved for payment. An authorized representative of the PRDOH shall review each Request for Reimbursement and, if adequate, shall approve and process its payment. Payments to the Subrecipient shall be made by check or electronic funds transfer (EFT). PRDOH reserves the right to conduct any audit it deems necessary.

In order for the Subrecipient to receive payment for any work performed hereunder, the following certification must be included in each Request for Reimbursement submitted to the PRDOH:

"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."

The PRDOH shall pay to the Subrecipient CDBG-DR funds available under this Agreement [See **Exhibit E** (Funds Certification)] based upon information submitted by the Subrecipient for allowable costs permitted under this Agreement and consistent with the approved budget. Payments shall be made 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 advance fund and program income balances available in Subrecipient accounts.

VIII. NOTICES

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing and shall be deemed to be effective as of the date sent by certified mail, return receipt requested, or email. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Communication and details concerning this Agreement shall be directed to the following contract representatives:

CDBG-DR Grantee:	William O. Rodríguez Secretary Puerto Rico Department of Housing 606 Barbosa Avenue Juan C. Cordero Building Rio Piedras, Puerto Rico 00918
Subrecipient:	Linda F. Duffy Director, Contracts, Grants and Procurement The Rand Corporation 4570 Fifth Avenue, Suite 600 Pittsburgh, PA 1512-2665 Tel.1-412-683-2300 Ext. 4332 lduffy@rand.org / contractsteam@rand.org

IX. AMENDMENT AND TERMINATION

A. Amendments

This Agreement may be amended provided that such amendments make specific reference to this Agreement, comply with programmatic policies, procedures, and guidelines, are executed in writing and signed by a duly authorized representative of each party, and approved by PRDOH. Such amendments shall not invalidate this Agreement, nor

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relieve or release the Parties from their obligations under this Agreement. Unless specified, such amendments are not intended to effect nor will they constitute an extinctive novation of the obligations of the Parties under the Agreement and amendment.

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This Agreement may be amended by the parties hereto, for the purpose of including any other CDBG-DR funded program included in the HUD-approved Hurricanes Irma and María current Action Plan.

The PRDOH may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications shall be incorporated only by written amendment signed by both the PRDOH and the Subrecipient.

However, PRDOH reserves the right to notify the Subrecipient in writing, email, or any other electronic method, of any applicable policies, procedures, regulations, requirements, guidelines, or change in law whether existing or to be established, as well as changes and/or amendments thereof, and the notified policies, procedures, regulations, requirements, guidelines, and laws shall be deemed incorporated by reference to this Agreement without the need of executing a separate written and signed amendment.

B. Suspension or Termination

1. Termination for Cause

The PRDOH may terminate this Agreement, in whole or in part, upon **thirty (30) days'** notice, whenever it determines that the Subrecipient 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:

- a. Failure to attend mandatory technical assistance and/or training, or comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, PRDOH's Program Guidelines, as applicable, policies or directives as may become applicable at any time;
- b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Ineffective or improper use of funds provided under this Agreement; or
- d. Submission of reports by the Subrecipient to the PRDOH that are incorrect or incomplete in any material respect.

The Subrecipient shall have up to **thirty (30) days** to resolve issues listed above to the satisfaction of PRDOH.

2. Termination for Convenience of the PRDOH

The PRDOH may terminate this Agreement any time by a notice in writing from the PRDOH to the Subrecipient. If the Agreement is terminated by the PRDOH as provided herein, the Subrecipient shall be paid the total compensation as the allowable services actually performed up until the date of termination. Any compensation under this paragraph must be for documented costs that are CDBG-DR eligible, and allowable, allocable, and reasonable in accordance with Uniform Administrative Requirements.

This Agreement may also be terminated in whole or in part by either the PRDOH or the Subrecipient, or based upon Agreement by both the PRDOH and the Subrecipient in accordance with the requirements in 2 C.F.R. part 200, subpart D.

3. Notification and Recoupment of Costs Incurred Prior to Termination

The PRDOH shall promptly notify the Subrecipient, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect and any other notifications required under 2 C.F.R. part 200, subpart D. Upon termination, the PRDOH retains the right to recover any improper expenditures from the Subrecipient and the Subrecipient shall return to the PRDOH any improper expenditures no later than **thirty (30) days** after the date of termination. In the case of a Termination for Convenience only, the PRDOH may, at its sole discretion, allow the Subrecipient to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this Agreement, 2 C.F.R. part 200, subpart E, Cost Principles, and any other applicable state or Federal statutes, regulations or requirements.

4. Unilateral Termination

The PRDOH may terminate this Agreement, in whole or in part, at PRDOH's sole discretion, with or without cause, at any time. The PRDOH will terminate this Agreement by delivering to the Subrecipient a **thirty (30) day** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the Subrecipient shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. If the Subrecipient does not deliver to the PRDOH all information, studies, and other materials property of the PRDOH within the established timeframe, and the PRDOH invests any additional funds to reproduce the information, studies, and other materials not provided by the Subrecipient upon termination, then the PRDOH will disallow from payments to the Subrecipient under this Agreement the funds expended for the PRDOH to reproduce such information, studies, and other materials. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination.

5. Suspension

The PRDOH may suspend this Agreement in whole or in part at any time for the PRDOH's convenience. The PRDOH shall give the Subrecipient five **(5) days'** written notice of such suspension. Upon receipt of said notice the Subrecipient shall immediately discontinue all services affected.

6. Immediate Termination

In the event the Subrecipient is subjected to a criminal or civil action, suit, proceeding, inquiry or court of applicable jurisdiction, or any governmental agency, or the Subrecipient shall be subject to an order, judgment, or opinion, issued by any federal or local authority, a court of applicable jurisdiction, or any governmental agency, in connection with the execution, delivery, and performance by the Subrecipient of this Agreement or the Subrecipient of this Agreement has been noncompliant, breach, inaccuracy of any representation, warranties, covenants, or the certifications provided herein, whether the noncompliance, breach or inaccuracy takes place before or after the execution of this Agreement, the PRDOH shall have the right to the immediate termination of this Agreement notwithstanding, any provisions to the contrary herein. This section will apply in the event of any judgment that may obligate the PRDOH to terminate the Agreement pursuant to Act No. 2 of January 4, 2018, as amended, 3 LPRA § 1881 *et seq.*, known as the "Anti-Corruption Code for the New

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Puerto Rico".³ The Subrecipient has a continuous obligation to report to PRDOH any proceedings which apply to the Subrecipient under this paragraph.

In the event that the grant of funds by HUD under any allocations of the CDBG-DR may be suspended, withdrawn or canceled, this Agreement will be immediately terminated.

7. Period of Transition

Upon termination of this Agreement, and for **ninety (90) consecutive calendar days** thereafter (the Transition Period), Subrecipient agrees to make himself available to assist the PRDOH with the transition of services assigned to Subrecipient by the PRDOH. Subrecipient shall provide to the PRDOH the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the services to the PRDOH or a third party designated by the PRDOH. PRDOH reserves the right to provide for the execution of a Transition Services Agreement for the Transition Period. In such instance, the Subrecipient will be paid at a reasonable, agreed upon, hourly rate for any work performed for the PRDOH during the Transition Period. Moreover, during that Transition Period, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH.

8. Availability of Funds

This Agreement is contingent upon the availability of funds from HUD. It is expressly understood and agreed that the obligation to proceed under this Agreement is conditioned upon the receipt of Federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the Federal government to provide funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to PRDOH, the PRDOH have the right upon **ten (10) working days** written notice to the Subrecipient, to terminate this Agreement without damage, penalty, cost or expenses to PRDOH of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS

The **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements), which is attached to, and made an integral part of this Agreement, sets forth certain requirements imposed by HUD with respect to PRDOH's Federal award or CDBG-DR Grant. Furthermore, the **Exhibit G** (Special Conditions), attached herein and made an integral part of this Agreement, is reserved to cover particular circumstances, conditions or specific requirements as they arise from the demands of the Program.

The Subrecipient agrees to carry out its obligations under this Agreement in compliance with all the requirements described in the **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements), as well as those set forth in the **Exhibit G** (Special Conditions) attached to this Agreement.

Moreover, the **Exhibit I** ("Non-Conflict of Interest Certification"), attached herein and made an integral part of this Agreement, outlines several situations that may reasonably be considered as conflicts of interest. The Subrecipient shall disclose and certify that, to the best

³ The Subrecipient has duly adopted a Corporate Certificate, with identification number 5-2023, dated March 15, 2023, authorizing Sandra Michelle López Quiles, to sign in behalf of the Subrecipient, the sworn statement required by Act No. 2 of January 4, 2018, *supra*.

of its knowledge, none of the situations exist or may exist at the date of the execution of the Agreement. The aforementioned certification aids PRDOH, in its role as grantee, to identify, evaluate, disclose and manage apparent, potential, or actual conflicts of interest related to CDBG-DR funded projects, activities, and/or operations.

XI. INSURANCE & BONDING

The Subrecipient shall carry sufficient insurance coverage and bonding from insurers licensed to conduct business in the Government of Puerto Rico to protect all contract assets from loss due to any cause, including but not limited to theft, fraud, and/or physical damage. The Government of Puerto Rico, the Puerto Rico Department of Housing and the U.S. Department of Housing and Urban Development shall be named as additional insured on all such insurance. The Subrecipient shall meet all other insurance requirements as the PRDOH may impose from time to time. In addition, all insurance carriers and bonding companies shall meet minimum size and financial stability/financial rating requirements as may be imposed by the PRDOH from time to time. Certificates of insurance shall be provided to the PRDOH and full and complete copies of the policies and/or bonds shall be provided to the PRDOH upon its request for same. See **Exhibit J** (Insurance Requirements).

Notwithstanding the above, for construction or facility improvement performed by the subcontractors or third parties, the Subrecipient shall ensure that the subcontractors or third parties, at a minimum, comply with the bonding requirements at 2 C.F.R. part 200, subpart D.

XII. CDBG-DR POLICIES AND PROCEDURES

In addition to what is established in this Agreement, the Subrecipient shall comply with all CDBG-DR program specific and general policies and procedures, including, but not limited to, the Subrecipient Management Policy, OS&H Guideline, MWBE Policy, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Language Access Plan, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (<https://cdbg-dr.pr.gov/en/resources/policies/>), which are herein included and made integral part of this Agreement, as they may be updated from time to time, procurement policies and procedures in accordance with the federal procurement rules and regulations found in 2 C.F.R. § 200.318 through §200.327, and reporting requirements as established by the PRDOH.

XIII. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

The Subrecipient must be registered in the System for Award Management (**SAM**) and shall maintain its registration active during contract performance and through final payment. The Subrecipient is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to maintain registration in SAM can impact obligations and payments under this Agreement.

XIV. FORCE MAJEURE

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, pandemic officially declared by the Government of Puerto Rico, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any Force Majeure including inclement weather, herein collectively referred to as Force Majeure during the term of this Agreement, neither the PRDOH nor the Contractor or Subrecipient shall be liable to the other party for nonperformance during the conditions created by such

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event. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date.

The Contractor or Subrecipient shall notify the PRDOH in writing as soon as possible, but in any event within ten (10) business days of the occurrence of the Force Majeure event and describe in reasonable detail the nature of the Force Majeure event, how the non-performance or delay relates to or arises from the Force Majeure event, its anticipated duration and any action taken to minimize its effect. The Contractor or Subrecipient may be entitled to reasonable adjustments in schedule, among other measures, in the foregoing circumstances. If non-performance continues for more than thirty (30) days, without reasonable justification, the PRDOH may terminate this Agreement immediately upon written notification to the Contractor or Subrecipient.

XV. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the efforts to be performed under this Agreement. The PRDOH shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent entity.

XVI. ASSIGNMENT OF RIGHTS

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

XVII. SEVERABILITY

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

XVIII. SECTION HEADINGS AND SUBHEADINGS

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

XIX. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS

A. Consolidation or Merger

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for a consolidation or merger with another entity (private or public), by its discretion or otherwise, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) days prior to the effective date** of the consolidation or merger. The notice shall include, but not be limited to, a description of: the expected effective date of the consolidation or merger; name of each of the constituent entities moving to consolidate or merge into the single resulting or surviving entity; the proposed name of the resulting entity (in case of a consolidation) or the name of the surviving entity (in case of a merger) if necessary; reference to the projected capacity of the resulting or surviving entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement as well as its Exhibits or

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Attachments; and a brief summary of the proposed plan to achieve the transition of duties (Scope of Work or Scope of Services), tasks, and performance goals or requirements to the resulting or surviving entity.

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Upon the consolidation or the merger becoming effective and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment. **No amendment to the Agreement will be necessary if the Subrecipient, Contractor, or Subcontractor becomes the surviving entity following a merger.**

Failure to comply with any of the before mentioned conditions, may result in the activation of the termination clauses provided in the Agreement.

B. Change of Name

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH initiates a change of name process, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) days** prior to the effective date of such event. The notice shall include, but not be limited to, a description of: the expected effective date of the change of name; the proposed name; inform of any change of address; and reference of any change in the capacity of the entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement, as well as its Exhibits or Attachments.

Upon the change of name becoming effective and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment.

Failure to comply with any of the before mentioned conditions, may result in the activation of the termination clauses provided in the Agreement.

C. Dissolution

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for dissolution of the entity, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) days** prior to the effective date of such event. The notice shall include, but not limited to, a description of the expected effective date of the dissolution; and contact information of one or more of its directors, officials or agents. Upon dissolution becoming effective and supporting evidence of such event is notified to PRDOH, termination of the Agreement will follow. Consequently, the signing party acknowledges and agrees to provide to the PRDOH, after termination of the Agreement, the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the tasks or services to the PRDOH or a third party designated by the PRDOH. Moreover, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH following the Agreement termination.

XX. **NON-WAIVER**

The PRDOH's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the PRDOH to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XXI. BANKRUPTCY

In the event that Subrecipient files for bankruptcy protection, the Government of Puerto Rico and PRDOH may deem this Agreement null and void and terminate this Agreement without notice.

XXII. GOVERNING LAW: JURISDICTION

This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the Government of Puerto Rico and any applicable federal laws and regulations. The Parties further agree to assert any claims or causes of action that may arise out of this Agreement in the Puerto Rico Court of First Instance, Superior Chamber of San Juan ("Sala Superior de San Juan").

XXIII. COMPLIANCE WITH LAW

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

XXIV. SUBROGATION

The Subrecipient acknowledges that funds provided through this Agreement are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by this Agreement are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, the Subrecipient shall promptly return any and all funds to the PRDOH, which are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of this Agreement for any reason, in accordance with **Exhibit H** (Subrogation and Assignment Provisions) attached herein and made an integral part of this Agreement.

XXV. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this Agreement to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this Agreement and any subsequent amendment hereto. The services object of this Agreement may not be invoiced or paid until this Agreement has been registered by the PRDOH at the Comptroller's Office, pursuant to Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

XXVI. ENTIRE AGREEMENT

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

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XXVII. FEDERAL FUNDING

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

XXVIII. RECAPTURE OF FUNDS

PRDOH may recapture payments it makes to Subrecipient that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this Agreement, including any unapproved expenditures. Subrecipient must refund such recaptured payments within **thirty (30) days** after the PRDOH issues notice of recapture to Subrecipient.

XXIX. OVERPAYMENT

Subrecipient shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. Subrecipient shall reimburse such disallowed costs from funds other than those Subrecipient received under this Agreement.

XXX. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of whom shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the Agreement is not executed by the PRDOH within **thirty (30) days** of execution by the other party, this Agreement shall be null and void.

XXXI. SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Agreement related to the following subjects shall survive the termination or expiration of this Agreement: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR and state funding, recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent contractor relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, mergers, change of name and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Agreement shall so survive.

XXXII. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE

The Subrecipient does not have a legal claim to any amount of CDBG funds to be used for the specific project or site until the environmental review process is satisfactorily completed. As such, the Subrecipient acknowledges that it has no legal claim to any amount of CDBG funds for any projects or site acquisition under this Agreement, until the environmental review process is completed under PRDOH's satisfaction. The Subrecipient acknowledges that it will not begin any actions related to the project or site until the environmental review process is completed and has written acceptance and a Notice to Proceed from PRDOH.

[SIGNATURES ON THE FOLLOWING PAGE.]

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

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PUERTO RICO DEPARTMENT OF HOUSING
CDBG-DR Grantee

By: William O. Rodríguez Rodríguez
Name: William O. Rodríguez Rodríguez
Title: Secretary
Employer Social Security Number: 66-0558579
UEID Number: FFMUBT6WCM1

THE RAND CORPORATION
CDBG-DR Subrecipient

By: Linda F. Duffy
Name: Linda F. Duffy
Title: Director, Contracts, Grants and Procurement
Employer Social Security Number: 95-1958142
UEID Number: YY46Q97AEZA8



EXHIBIT A

SCOPE OF WORK

ANALYTIC SUPPORT FOR PUERTO RICO DISASTER RECOVERY PLANNING PROJECT

THE RAND CORPORATION

1. Project Overview/Background

In September 2017, Hurricanes Irma and María cut across all of Puerto Rico, crippling the power grid, flooding coastal and alluvial plains, and causing significant landslide and wind damage. These forces collectively impacted cities and economies, municipal systems and natural ecologies, and exacerbated geological vulnerabilities. All seventy-eight (78) municipalities were subsequently declared disaster impact areas under Puerto Rico Hurricane Irma DR-4336 and Puerto Rico Hurricane María DR-4339. Since Hurricanes Irma and María's devastating impact, there have been sixteen (16) disaster and emergency federal declarations for Puerto Rico.

Analytic support that leads to better and more coordinated governmental agencies is in alignment with the Department of Housing and Urban Development (HUD) Community Development Block Grants for disaster recovery (CDBG-DR), 83 FR 5844. Under this grant program HUD has identified the need for effective coordination and communication between different organizational structures that are involved in the CDBG-DR funded recovery efforts. CDBG-DR Planning Program and the rest of the PRDOH CDBG portfolio participants can benefit from an in-depth analytic support for disaster recovery planning study, without this activity being duplicative.

The Puerto Rico CDBG-DR Action Plan (**Action Plan**) states that planning activities include, but are not limited to comprehensive plans, community development plans, functional plans for housing/land use/economic development, mitigation plans or disaster resiliency plans, recovery action plans, and costs associated with creating a plan, including data gathering, studies, analysis, and preparation of plans. PRDOH is looking to develop assessments, tools, reports, and recommendations to support the recovery process that will benefit the CDBG-DR portfolio.

2. Project Description

Subrecipient will provide PRDOH with immediate analytic support to ensure that Puerto Rico has the needed information, analysis, studies, access to experts, problem identification tools, disaster resilience plans, recovery action plans, and policy recommendations to support its recovery progress and resilience to future storms.

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Subrecipient will provide a set of studies, data analysis, and plans that take stock of progress in recovery from Irma and María **five (5) years** onwards, consider ways to address barriers to recovery, and offer recommendations about how recovery can be implemented more quickly in key areas. The tasks to be undertaken under this SRA also have the purpose of ensuring alignment of the CDBG-DR portfolio with the federally mandated 2018 "Transformation and Innovation in the Wake of Devastation: An Economic and Disaster Recovery Plan for Puerto Rico" plan (**Recovery Plan**) submitted to the United States Congress. Also, Subrecipient will perform an in-depth specialized analysis that strengthens efforts at the state coordination level.

3. Tasks

In addition to the tasks included herein and described below, Subrecipient must comply with the outcomes and activities described in **Exhibit B (Timelines and Performance Goals)**.

1.1 Recovery Tracking Tool

The Recovery Tracking Tool will aid Puerto Rico's recovery goals as established in the CDBG-DR Action Plan, as well as other planning documents as appropriate, across sectors. Subrecipient will propose a set of metrics to measure progress toward recovery goals and target which will enable Puerto Rico to track progress in a way that is meaningful beyond expenditure of dollars obligated.

Subrecipient will develop an accompanying data tool to support the metrics, as well as a system for tracking recovery progress and providing data for decision making. To achieve this, Subrecipient will review existing data sources, develop an inventory of data, and analyze the identified metrics. In addition, Subrecipient will compile sources of recovery funding active in Puerto Rico into a searchable database so that the government of Puerto Rico can track and understand the different funding streams simultaneously being implemented for recovery from Hurricanes Irma and María.

As part of this task, Subrecipient will provide on-call analysis technical assistance of the Data per PRDOH's requests. Subrecipient will provide points of contact to support users of the tool. This includes helping the users navigate the tool, collaborating with users as they pull data to explore policy questions, and helping the users improve their ability to prepare and interpret analysis for a policy audience.

1.2 Infrastructure Study and Analysis

Infrastructure recovery is foundational to other aspects of recovery, and Puerto Rico has faced significant challenges in this area after extensive damage from wind and flooding. Subrecipient will consider three (3) issues related to expediting or facilitating infrastructure recovery: renewable energy transition in the context of recovery; a

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prioritization method for recovery projects given workforce limitations and other constraints; and best practices for housing and relocation policies intended to mitigate the exposure of communities to future disasters while considering the social impacts of such policies.

1.3 Economy Study and Analysis

This task will concentrate efforts on four (4) focused areas: the workforce needed for recovery and restoration of services; the supply chain for recovery construction; the main economic sectors that can drive economic recovery of Puerto Rico; and the fiscal capacity to pay for recovery. The analysis will consider options to address the workforce shortage, including migration, immigration and visa policies, training, and temporary housing. To support construction needs for recovery projects, the Subrecipient will explore underlying factors limiting the acquisition of construction materials, increasing costs, logistics, capital, and contracting challenges. If financing is shown to be an impediment to recovery efforts, the subrecipient will explore options for obtaining sufficient capital to relieve financial impediments to recovery.

1.4 Resilience through Planning and Emergency Preparedness

Recovery from disasters also requires effective management of risks during future disasters. Given Puerto Rico's vulnerability to severe hurricanes while still engaged in recovery from Hurricanes Irma and María, PRDOH has the need to establish resiliency measures to recover services quickly if they are disrupted. Subrecipient will conduct a review of how the Puerto Rico central government and municipalities have managed needs during critical periods of time around a selection of recent storms. Based on this review, Subrecipient will assess successes and gaps, offering recommendations and priorities to improve emergency preparedness so that later recovery needs are reduced. This will include review of emergency preparedness plans, the resources required to execute the plans, the ability to manage their execution at the time of need. Subrecipient will also assess priority needs and capacities of the Puerto Rico central government in supporting the municipalities in preparedness, with consideration of the roles of Puerto Rico's sixteen (16) public agencies with mitigation responsibilities within Puerto Rico's mitigation program, each with a mitigation plan.

1.5 Society Study and Analysis

Subrecipient will analyze the continued impact of the disasters on communities, namely focusing on five (5) aspects: migration, education, healthcare, public safety, and equity. The analysis will consider how key public services have recovered, barriers to recovery, and steps needed to support and expedite Puerto Rico's continued recovery.

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1.6 Workshop and Synthesis Report

Subrecipient will create an overarching synthesis report documenting Puerto Rico's recovery progress and needs in the four (4) visions areas laid out in the Recovery Plan (i.e., infrastructure, the economy, resilience/emergency preparedness, and society) along with recommended actions as part of recovery and resilience planning. Subrecipient will also conduct a workshop for key stakeholders. The report will aid PRDOH in policy and decision-making matters.

1.7 Meetings and Reports on the Status of Research Activities

Subrecipient will provide PRDOH with monthly status updates of activities and progress on the research, analysis and studies conducted by Subrecipient in order to complete and submit the deliverables under this SRA. The status updates will identify the activities performed by Subrecipient, the expected timeline of completion for each Key Task, a summary of findings and their basis, and respond to PRDOH inquiries.

4. Time Performance/Term

All activities will be fulfilled within the Term agreed upon this SRA.

5. Budget

For details refer to **Exhibit D** of the SRA Package.

END OF DOCUMENT

EXHIBIT B

TIMELINES AND PERFORMANCE GOALS

ANALYTIC SUPPORT FOR PUERTO RICO DISASTER RECOVERY PLANNING PROJECT

THE RAND CORPORATION

1. PROJECT OBJECTIVE:

Subrecipient will develop assessments, recommendations, tools, briefings, and reports to support the PRDOH recovery planning process. Subrecipient's core objectives will revolve around six (6) main Key Tasks, or lines of effort, that will analyze the current track of the CDBG-DR and other recovery efforts and how to improve future efforts are: (1) project management, a Final Report detailing the main findings and recommendations from the complete research, and a Final Workshop; (2) the development of a Recovery Tracking Tool and Recovery Funding Database; (3) analysis of infrastructure recovery (energy, supply chain, and infrastructure prioritization); (4) analysis of economic recovery (workforce and skill needs, economic sectors, and fiscal capacity); (5) analysis of emergency preparedness; and (6) analysis of society as a part of recovery (migration, education, healthcare, public safety, and equity).

2. TERMS:

- **Key Task¹** – Final outcome delivered to PRDOH in order to complete the tasks under this SRA. All completed tasks should be delivered to PRDOH for review and approval.
- **Deliverable** – Sub-deliverables necessary to carry out the Project's activities and complete the deliverables that must be submitted to PRDOH for review and approval. All deliverables should be submitted to PRDOH for review and approval.
- **Activity** – A task or step by the subrecipient that leads to a deliverable.
- **Approval/Approved** – Target met that is deemed acceptable by PRDOH for cost reimbursement. Criteria for approval will be mutually agreed and based on indicators such that the deliverable achieves an intermediate or final task. Research will continue pending approval. PPTs discussed in Briefings will be considered Approved during each corresponding session. The Subrecipient will receive feedback from PRDOH and other stakeholders about the deliverable content and progress.

¹ As per the execution of this SRA, the PRDOH will be conducting oversight progress monitoring and performance measurement for all Key Tasks set forth in this exhibit. All sources of verification and key deliverables will be submitted to PRDOH for review, feedback and/or approval. PRDOH will monitor, measure, and oversee the Subrecipient's performance under this SRA against the key activities, deliverables, and timeframe requirements set forth in the SRA. As part of the oversight for progress monitoring and performance measurement, the Subrecipient shall participate in periodic meetings with PRDOH.

However, the Subrecipient will have determination on final content of the analysis, in order to adhere to its hallmark institutional values of objectivity and quality.

- **Indicator** – The quantitative measure used to demonstrate that the Key Activities have been performed.
- **Source of Verification** – The documentation used to verify that the Indicators have been met, and thus the activities are complete. All sources of verification should be submitted to PRDOH.
- **Target** – The goal for each of the Indicators.
- **Timeline** – The expected completion date or timeframe.
- **Briefing** – A virtual meeting to communicate progress on research where a PowerPoint Presentation (PPT) will be presented to PRDOH and Key Stakeholders.
- **Database** – A structured electronic file of information provided in comma delimited format.
- **Draft Report** – A Word document constituting the synthesized research on all Key Tasks prior to the Subrecipient's quality assurance review and PRDOH comments.
- **Draft Task Report** – A Word document constituting the completed research on a single Key Activity prior to the Subrecipient's quality assurance review and PRDOH comments.
- **Final Report** – A Word and PDF document constituting the synthesized research on all Key Tasks after the Subrecipient's quality assurance review, reviewer approvals, and PRDOH comments are addressed.
- **Final Task Report** – A Word and PDF document constituting the completed research on a single Key Activity after the Subrecipient's quality assurance review, reviewer approvals, and PRDOH comments are addressed.
- **Final Workshop** – An in-person gathering designed to communicate research observations or products to PRDOH and Key Stakeholders. Key Stakeholders may include government and municipal officials from Puerto Rico, federal officials, civil society, academics, and/or the private sector. The date and location of the Workshop will be determined in coordination with PRDOH.
- **Panel Discussion** – A virtual meeting that involves a group of people gathered to discuss a topic in front of an audience.
- **PowerPoint Presentation (PPT)** – A slide deck presentation capturing interim deliverables of the research on a particular task up to a point in time.
- **Prototype design** – Refers to a document detailing the design for an application. The design will result from a process which includes feasibility analysis, requirements analysis, systems analysis, and specification determination. The prototype design does not include development of the application.
- **Synopsis Memo** – A Word document capturing the most relevant aspects of the research on a particular task up to a point in time. A Synopsis Memo can range from 1 to 5 pages in length.
- **Technical Assistance** – Virtual consultations, at the request of PRDOH, about using data and information systems. This can include training, troubleshooting, answering questions, or analysis of data.
- **Workshop** – An in-person working session designed to communicate research observations or products, and solicit inputs from PRDOH, and Key Stakeholders identified by PRDOH. The date and

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location of the Workshop will be determined in coordination with PRDOH.

3. KEY TASKS:

Key Task 1 – Project management, a Final Report detailing the main findings and recommendations from the complete research, and a Final Workshop.

Key Task 2 – The development of a Recovery Tracking Tool and Recovery Funding Database.

Key Task 3 – Analysis of infrastructure recovery (energy, supply chain, and infrastructure prioritization).

Key Task 4 – Analysis of economic recovery (workforce and skill needs, economic sectors, and fiscal capacity).

Key Task 5 – Analysis of emergency preparedness.

Key Task 6 – Analysis of society as a part of recovery (migration, education, healthcare, public safety, and equity).

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4. PERFORMANCE INDICATORS & GOALS:

Key Task 1 Project management, a Final Report detailing the main findings and recommendations from the complete research, and a Final Workshop				
Key Activity	Indicator	Source of Verification ²	Target	Timeline
1.1 Provide virtual Briefings related to progress on research, findings, and analysis to PRDOH.	# of virtual Briefings providing updates to PRDOH.	Approved PPTs and supporting documentation per virtual Briefing, as per Table 1 details.	18 virtual Briefings providing updates to PRDOH.	1 per month for the duration of the SRA.
1.2 Submit Draft Report synthesizing main findings and recommendations from analysis obtained from Key Tasks 2 through 6.	# of Draft Reports synthesizing main findings and recommendations from analysis obtained from Key Tasks 2 through 6 delivered to PRDOH.	Approved Draft Reports.	1 Draft Report synthesizing main findings and recommendations from analysis obtained from Key Tasks 2 through 6 delivered to PRDOH.	14 months from execution of SRA.
1.3 Submit Final Report synthesizing main findings and recommendations from the analysis obtained from Key Tasks 2 through 6.	# of Final Reports synthesizing main findings and recommendations from the analysis obtained from Key Tasks 2 through 6 delivered to PRDOH.	Approved Final Reports.	1 Final Report synthesizing main findings and recommendations from the analysis obtained from Key Tasks 2 through 6 delivered to PRDOH.	16 months from execution of SRA.
1.4 Translate, publish, and disseminate Final Report and Final Task Reports detailing main findings and recommendations from the analysis obtained from Key Tasks 2 through 6 in English and Spanish.	# of Final Reports published and disseminated on the PRDOH and Subrecipient websites in English.	Approved Final Reports published in English.	1 Final Report published and disseminated on the PRDOH and Subrecipient websites in English.	18 months from execution of SRA.
	# of Final Task Reports published and disseminated on the PRDOH and Subrecipient websites in English.	Approved Final Task Reports published in English.	13 Final Task Reports published and disseminated on the PRDOH and Subrecipient websites in English.	
	# of Final Reports translated, published, and disseminated on the PRDOH and Subrecipient websites in Spanish.	Approved Final Reports published in Spanish.	1 Final Report translated, published, and disseminated on the PRDOH and Subrecipient websites in Spanish.	

² For the purposes of this SRA, all deliverables and sources of verification will be submitted in English unless stated otherwise. However, selected deliverables will be translated into Spanish as specified.

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1.5 Plan, prepare and facilitate in-person Final Workshop related to recommendations in Final Report from Key Activity 1.3.	# of in-person Final Workshops planned, prepared, and facilitated related to recommendations from the Final Report from Key Activity 1.3 to PRDOH.	<ul style="list-style-type: none">• Approved PPTs.• Evidence of outreach methods implemented (emails, letters, etc.).• Workshop agenda.• Workshop record or minutes.• Photos of the Workshop activity.• Attendance sign-in sheet, attendee log, or equivalent.	1 in-person Final Workshop planned, prepared, and facilitated related to recommendations from the Final Report from Key Activity 1.3 to PRDOH.	18 months from execution of SRA.
1.6 Translate, publish, and disseminate Final Task Reports detailing main findings and recommendations from the analysis obtained from Key Tasks 2 through 6 Spanish.	# of Final Task Reports translated, published, and disseminated on the PRDOH and Subrecipient websites in Spanish.	Approved Final Task Reports published in Spanish.	13 Final Task Reports translated, published, and disseminated on the PRDOH and Subrecipient websites in Spanish.	20 months from execution of SRA.

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Key Activity 1.1 Provide virtual Briefings related to progress on research, findings, and analysis to PRDOH.

The Subrecipient will provide monthly virtual Briefings to PRDOH and Key Stakeholders identified by PRDOH, of varied topics that could be related to the general progress of the research and administration, or the progress of findings and analysis from the research in Key Tasks 2 through 6. The Subrecipient will submit a PPT, per Briefing. The Briefings will be held virtually on Microsoft Teams. The date of the Briefings will be determined in coordination with PRDOH. The Subrecipient will keep with the agreed virtual Briefing schedule to the extent possible, although some unforeseen circumstances (e.g., hurricane events or stakeholder availability) could cause schedules to shift. The detail of the schedule of Briefings and other Key Activities can be found in **Table 1**.

Key Activity 1.2 Submit Draft Report synthesizing the main findings and recommendations from analysis obtained from Key Tasks 2 through 6.

The Subrecipient will submit a Draft Report synthesizing the main findings and recommendations from analysis obtained from Key Tasks 2 through 6. It will be submitted to the Subrecipient's quality assurance review process and to PRDOH for comments. Upon submission, PRDOH will provide Subrecipient with comments on the report within **thirty (30) calendar days**.

Key Activity 1.3 Submit Final Report synthesizing the main findings and recommendations from the analysis obtained from Key Tasks 2 through 6.

The Subrecipient will submit a public-facing Final Report synthesizing the main findings and recommendations from the analysis obtained from Key Tasks 2 through 6. The Final Report will have undergone the Subrecipient's quality assurance process and will take into consideration comments from the Subrecipient's quality assurance reviewers and PRDOH.

Key Activity 1.4 Translate, publish, and disseminate Final Reports and Final Task Reports detailing main findings and recommendations from the analysis obtained from Key Tasks 2 through 6 in English and Spanish.

The Subrecipient will publish one (1) public-facing Final Report from Key Activity 1.3 synthesizing the overall research, and thirteen (13) Final Task Reports from Key Tasks 2 through 6, in English. These reports will be disseminated through the PRDOH and the Subrecipient websites, media channels, and professional networks. The dissemination will include commentaries published either in the Subrecipient's blog or in national publications, in coordination with the PRDOH Communications Division, while Subrecipient maintains final determination on commentary content.

The Subrecipient will translate and publish one (1) public-facing Final Report from Key Activity 1.3 synthesizing the overall research from Key Tasks 2 through 6, in Spanish. This report will be disseminated through the PRDOH and Subrecipient websites, media channels and professional networks.

The Subrecipient will provide fifty (50) printed copies of the Final Report from Key Activity 1.3 in English, and fifty (50) printed copies of the Final Report from Key Activity 1.3 in Spanish, to PRDOH, totaling one

hundred (100) printed copies. Digital copies of the Final Reports and Final Task Reports will be available to the public, free of charge on the PRDOH and Subrecipient websites, indefinitely.

Key Activity 1.5 Plan, prepare, and facilitate an in-person Final Workshop related to recommendations in Final Report from Key Activity 1.3.

The Subrecipient will plan, prepare, and facilitate an in-person Final Workshop related to the recommendations in the Final Report from Key Activity 1.3. The objective of the Final Workshop is to bring together PRDOH and Key Stakeholders to discuss ways of expediting Puerto Rico's recovery and will focus on understanding the biggest challenges impeding recovery, identifying recommendations to recover faster, and data trends identified in the Recovery Tracking Tool, as described in Key Tasks 2 through 6. The Final Workshop will be held at a date and location mutually agreed upon by PRDOH and the Subrecipient. The Subrecipient will keep with the agreed Final Workshop schedule to the extent possible, while some unforeseen circumstances (e.g., hurricane season events) could cause schedules to shift.

Key Activity 1.6 Translate, publish, and disseminate Final Task Reports detailing main findings and recommendations from the analysis obtained from Key Tasks 2 through 6 in Spanish.

The Subrecipient will translate and publish thirteen (13) Final Task Reports from Key Tasks 2 through 6, in Spanish. These reports will be disseminated through the PRDOH and Subrecipient websites, media channels and professional networks. The dissemination will include commentaries published either in the Subrecipient's blog or in national publications, in coordination with the PRDOH Communications Division, while Subrecipient maintains final determination on commentary content.

Digital copies of the Final Task Reports will be available to the public, free of charge on the PRDOH and Subrecipient websites, indefinitely.

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Key Task 2 The development of a Recovery Tracking Tool and Recovery Funding Database				
Key Activity	Indicator	Source of Verification	Target	Timeline
2.1 Submit PPT on the initial set of logic models, along with proposed key metrics to track recovery, inventory of data sources for key metrics, and recommendations for new data sources for key metrics.	# of PPTs that includes at least five (5) completed logic models, completion of proposed key metrics for the Recovery Tracking Tool, completed inventory of data sources, and completed recommendations for new data sources for key metrics delivered to PRDOH.	<ul style="list-style-type: none">• Approved PPT.• Initial set of at least five (5) logic models• List of key metrics.• Inventory of data sources.• Recommendations for new data sources.• List of entities contacted for interviews and discussions, as appropriate and in compliance with the Subrecipient's Human Subjects standards.• Bibliography of literature/documentation consulted.	1 PPT that includes at least five (5) completed logic models, completion of proposed key metrics for the Recovery Tracking Tool, completed inventory of data sources, and completed recommendations for new data sources for key metrics delivered to PRDOH.	6 months from execution of SRA.
2.2 Submit the Recovery Funding Database	# of completed Recovery Funding Databases delivered to PRDOH.	<ul style="list-style-type: none">• Approved Recovery Funding Database.• Data sources, description of processing/" cleaning", and data dictionary.	1 Recovery Funding Database delivered to PRDOH.	9 months from execution of SRA.
2.3 Submit Draft Task Report detailing the research supporting the Recovery Tracking Tool and Recovery Funding Database.	# of Draft Task Reports detailing the research supporting the Recovery Tracking Tool design and Recovery Funding Database delivered to PRDOH.	Approved Draft Task Report.	1 Draft Task Report detailing the research supporting the Recovery Tracking Tool design and Recovery Funding Database delivered to PRDOH.	10 months from execution of SRA.
2.4 Provide Technical Assistance consultations related to data analysis.	# of Technical Assistance consultations related to data analysis provided to PRDOH.	Per Technical Assistance consultation, Subrecipient shall submit: <ul style="list-style-type: none">• Training PPTs, when applicable.• Evidence of outreach methods implemented (emails, letters, etc.).• Technical Assistance agenda, when applicable.• Technical Assistance record or minutes.	5 Technical Assistance consultations related to data analysis provided to PRDOH.	10-18 months from execution of SRA.

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		<ul style="list-style-type: none">• Screenshots or photos of the Technical Assistance activity.• Attendance sign-in sheet, attendee log, or equivalent.		
2.5 Submit the Recovery Tracking Tool for internal use and prototype design of the public online tool.	<p># of Recovery Tracking Tools delivered to PRDOH.</p> <p># of prototype designs of the public online Recovery Tracking Tool delivered to PRDOH.</p>	<ul style="list-style-type: none">• Approved Recovery Tracking Tool for PRDOH and Key Stakeholders internal use.• Approved prototype design of the public online Recovery Tracking Tool.	<p>1 Recovery Tracking Tools delivered to PRDOH.</p> <p>1 prototype design of the public online Recovery Tracking Tool delivered to PRDOH.</p>	17 months from execution of SRA.
2.6 Submit Final Task Report detailing main findings and recommendations from the analysis obtained from Key Activities 2.1 through 2.5.	# of Final Task Reports detailing main findings and recommendations from the analysis obtained from Key Activities 2.1 through 2.5 delivered to PRDOH.	Approved Final Task Reports.	1 Final Task Report detailing main findings and recommendations from the analysis obtained from Key Activities 2.1 through 2.5 delivered to PRDOH.	18 months from execution of SRA.
2.7 Submit Final Task Report detailing main findings and recommendations from the analysis obtained from Key Activities 2.1 through 2.5 in Spanish.	# of Final Task Reports detailing main findings and recommendations from the analysis obtained from Key Activities 2.1 through 2.5 delivered to PRDOH in Spanish.	Approved Final Task Reports.	1 Final Task Report detailing main findings and recommendations from the analysis obtained from Key Activities 2.1 through 2.5 delivered to PRDOH in Spanish.	20 months from execution of SRA.

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Key Activity 2.1 Submit a PPT on the initial set of logic models, along with proposed key metrics to track recovery, inventory of data sources for key metrics, and the recommendations for new data sources for key metrics.

The Subrecipient will submit a PPT on the initial set of at least five (5) draft logic models, along with proposed key metrics to track recovery, an inventory of data sources for key metrics, and recommendations for new data sources for key metrics. The set of logic models will lay out measurable recovery goals across multiple important domains, and will provide a visual representation of resources that are available, the processes and activities that will be developed and used, the expected outcomes of CDBG-DR, and FEMA Public Assistance programs (as well as other relevant funding as identified and appropriate), and a framework for tracking the recovery in alignment with the federally mandated 2018 "Transformation and Innovation in the Wake of Devastation: An Economic and Disaster Recovery Plan for Puerto Rico" plan submitted to the United States Congress. The logic models will create logical chains of reasoning that connect recovery steps with measurable long-term outcomes. The models will integrate findings from the other sub-deliverables of Key Tasks 2 through 6. The set of key metrics and metric targets will be appropriate to track recovery progress based on the recovery logic models, the availability of data, and the findings from the other sub-deliverables of Key Tasks 2 through 6. The submitted inventory of available data sources will meet the data needs defined by the list of the recovery key metrics. The gap analysis will include a list of needed data to support the key metrics identified under this SRA, along with recommendations for compiling new data, and obtaining or creating new data sources. In some instances, Subrecipient will identify data that is available, but must be purchased. In other instances, Subrecipient will provide guidelines for the data that needs to be collected.

Key Activity 2.2 Submit the Recovery Funding Database.

The Subrecipient will submit a searchable Database using available sources including federal and philanthropic funding for disaster recovery from Hurricanes Irma and María available in Puerto Rico. The Database will be compiled using public data, as well as data accessed through and facilitated by the Government of Puerto Rico. As feasible, based on the data, the Recovery Funding Database will track types of investments, geospatial location, cost, timeline, and progress, among other recovery project characteristics, as available. The searchable Database will allow the Government of Puerto Rico to track and understand the different funding streams simultaneously being implemented for recovery from Hurricanes Irma and María.

Key Activity 2.3 Submit a Draft Task Report detailing the research supporting the Recovery Tracking Tool and Recovery Funding Database.

The Subrecipient will submit a Draft Task Report detailing the research supporting the Recovery Tracking Tool and Recovery Funding Database. It will describe the design and purpose of the Recovery Tracking Tool, including a discussion of the proposed recovery goals to be tracked, the methodology for the design, a discussion of how the tool will be used and maintained, and other information needed to successfully implement the Recovery Tracking Tool. The report will also include an analysis of the recovery funding data related to overlaps and gaps in recovery funding for key infrastructure needs for recovery, an analysis of available geospatial data, and analysis and data visualizations of key

metrics identified under this SRA. The Draft Task Report will be submitted to the Subrecipient's quality assurance review process and to PRDOH for comments. Upon submission, PRDOH will provide Subrecipient with comments on the report within **thirty (30) calendar days**.

Key Activity 2.4 Provide Technical Assistance consultations related to data analysis.

The Subrecipient will provide Technical Assistance consultations to support the users of the Recovery Tracking Tool and Recovery Funding Database. These consultations will include two (2) training sessions helping the users navigate the tool, as well as collaborating with users as they pull data to explore policy questions, and helping the users improve their ability to prepare and interpret analysis for a policy audience. Five (5) consultations will be provided, including the two (2) training sessions and three (3) follow-up question and answer sessions, with potential additional consultations agreed upon between PRDOH and the Subrecipient, pending budget constraints.

Key Activity 2.5 Submit the Recovery Tracking Tool for internal use and a prototype design of the public online tool.

The Subrecipient will submit the Recovery Tracking Tool for PRDOH and Key Stakeholders internal use and a design for a public online Recovery Tracking Tool prototype. The design of the prototype will be a document and include specifications for further development of the tool. The Recovery Tracking Tool for internal use will be delivered as presented to PRDOH in the Draft Task Report identified in Key Activity 2.3 and will also incorporate PRDOH's feedback on approach regarding the software and systems. The design of the prototype online tool could be used to develop a public facing Recovery Tracking Tool at a later date.

Key Activity 2.6 Submit a Final Task Report detailing main findings and recommendations from the analysis obtained from Key Activities 2.1 through 2.5.

The Subrecipient will submit a public-facing Final Task Report detailing the main findings and recommendations from the research supporting the Recovery Tracking Tool, Recovery Funding Database, logic models, key metrics, data inventory, recommendations for new data sources, and data analysis. The Final Task Report will have undergone the Subrecipient's quality assurance process and will take into consideration comments from the Subrecipient's quality assurance reviewers and PRDOH. Elements of the content of this report will be included in the Final Report in Key Task 1.

Key Activity 2.7 Submit a Final Task Report detailing main findings and recommendations from the analysis obtained from Key Activities 2.1 through 2.5 in Spanish.

The Subrecipient will submit a public-facing Final Task Report, translated into Spanish, detailing the main findings and recommendations from the research supporting the Recovery Tracking Tool, Recovery Funding Database, logic models, key metrics, data inventory, recommendations for new data sources, and data analysis.

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Key Task 3 Analysis of infrastructure recovery (energy, supply chain, and infrastructure prioritization)				
Key Activity	Indicator	Source of Verification	Target	Timeline
3.1 Plan, prepare, and facilitate in-person Workshop to develop and design infrastructure prioritization.	# of in-person Workshops planned, prepared, and facilitated to develop infrastructure prioritization to PRDOH.	<ul style="list-style-type: none"> Approved PPTs. Evidence of outreach methods implemented (emails, letters, etc.). Workshop agenda. Workshop record or minutes. Photos of the Workshop activity. Attendance sign-in sheet, attendee log, or equivalent. 	1 in-person Workshop planned, prepared, and facilitated to develop infrastructure prioritization to PRDOH.	5 months from execution of SRA.
3.2 Submit Draft Task Report detailing main findings and recommendations from the analysis on supply chain recovery priorities.	# of Draft Task Reports detailing main findings and recommendations from the analysis on barriers and options related to supply chain recovery priorities delivered to PRDOH.	Approved Draft Task Reports.	1 Draft Task Report detailing main findings and recommendations from the analysis on barriers and options related to supply chain recovery priorities delivered to PRDOH.	9 months from execution of SRA.
3.3 Submit Draft Task Report detailing main findings and recommendations from the analysis on energy recovery priorities.	# of Draft Task Reports detailing main findings and recommendations from the analysis on barriers and options related to energy recovery priorities delivered to PRDOH.	Approved Draft Task Reports.	1 Draft Task Report detailing main findings and recommendations from the analysis on barriers and options related to energy recovery priorities delivered to PRDOH.	11 months from execution of SRA.
3.4 Submit Draft Task Report detailing main findings and recommendations from the analysis on infrastructure prioritization.	# of Draft Task Reports detailing main findings and recommendations from the analysis supporting infrastructure prioritization delivered to PRDOH.	Approved Draft Task Reports.	1 Draft Task Report detailing main findings and recommendations from the analysis supporting infrastructure prioritization delivered to PRDOH.	12 months from execution of SRA.
3.5 Submit PPT on assessment of supply chain recovery, energy recovery, and infrastructure prioritization.	# of PPTs on assessment of supply chain recovery, energy recovery, and infrastructure prioritization delivered to PRDOH.	Approved PPTs based upon documentation provided in the Draft Task Reports in 3.2, 3.3, and 3.4.	1 PPT on assessment of supply chain recovery, energy recovery, and infrastructure prioritization delivered to PRDOH.	13 months from execution of SRA.

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3.6 Submit Final Task Reports detailing main findings and recommendations from the analysis on barriers to supply chain recovery, energy recovery, and infrastructure prioritization.	<p># of Final Task Reports detailing main findings and recommendations from the analysis on barriers and options related to energy recovery priorities delivered to PRDOH.</p> <p># of Final Task Reports detailing main findings and recommendations from the analysis on barriers and options related to supply chain recovery priorities delivered to PRDOH.</p> <p># of Final Task Reports detailing main findings and recommendations from the analysis on barriers and options related to infrastructure prioritization delivered to PRDOH.</p>	Approved Final Task Reports.	<p>1 Final Task Report detailing main findings and recommendations from the analysis on barriers and options related to energy recovery delivered to PRDOH.</p> <p>1 Final Task Report detailing main findings and recommendations from the analysis on barriers and options related to supply chain recovery delivered to PRDOH.</p> <p>1 Final Task Report detailing main findings and recommendations from the analysis on barriers and options related to infrastructure prioritization delivered to PRDOH.</p>	18 months from execution of SRA.
3.7 Submit Final Task Reports detailing main findings and recommendations from the analysis on barriers to supply chain recovery, energy recovery, and infrastructure prioritization in Spanish.	<p># of Final Task Reports detailing main findings and recommendations from the analysis on barriers and options related to energy recovery priorities delivered to PRDOH in Spanish.</p> <p># of Final Task Reports detailing main findings and recommendations from the analysis on barriers and options related to supply chain recovery priorities delivered to PRDOH in Spanish.</p> <p># of Final Task Reports detailing main findings and recommendations from the analysis on barriers and options related to infrastructure</p>	Approved Final Task Reports in Spanish.	<p>1 Final Task Report detailing main findings and recommendations from the analysis on barriers and options related to energy recovery delivered to PRDOH in Spanish.</p> <p>1 Final Task Report detailing main findings and recommendations from the analysis on barriers and options related to supply chain recovery delivered to PRDOH in Spanish.</p> <p>1 Final Task Report detailing main findings and recommendations from the analysis on barriers and options related to infrastructure prioritization delivered to PRDOH in Spanish.</p>	20 months from execution of SRA.

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	prioritization delivered to PRDOH in Spanish.			
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Key Activity 3.1 Plan, prepare, and facilitate an in-person Workshop to develop and design infrastructure prioritization.

The Subrecipient will plan, prepare, and facilitate an in-person Workshop coordinating with PRDOH and Key Stakeholders, to discuss and develop the preliminary design concept for infrastructure prioritization. The Workshop will be held at a date and location mutually agreed upon by PRDOH and the Subrecipient. The Subrecipient will keep with the agreed in-person Workshop schedule to the extent possible, while some unforeseen circumstances (e.g., hurricane season events) could cause schedules to shift.

Key Activity 3.2 Submit a Draft Task Report detailing main findings and recommendations from the analysis on supply chain recovery priorities.

The Subrecipient will submit a Draft Task Report detailing main findings and recommendations from research outcomes for supply chain recovery priorities. The Draft Task Report on supply chain will include an assessment of how supply chain disruptions, especially in the area of construction materials, have delayed reconstruction efforts and affected costs, and potential solutions to Puerto Rico's supply chain challenges. The Draft Task Report will be submitted to the Subrecipient's quality assurance review process and to PRDOH for comments. Upon submission, PRDOH will provide Subrecipient with comments on the report within **thirty (30) calendar days**.

Key Activity 3.3 Submit a Draft Task Report detailing main findings and recommendations from the analysis on energy recovery priorities.

The Subrecipient will submit a Draft Task Report detailing main findings and recommendations from research outcomes for energy recovery priorities. The Draft Task Report on energy will include recommendations for increasing renewables, improving reliability of the power generation systems, controlling costs to the consumer, and expediting energy recovery. The assessment will provide an analysis of initiatives and recommendations towards improving energy resilience and adoption of the "Puerto Rico Grid Resilience and Transitions to 100% Renewable Energy Study" (**PR100**) renewable energy goals. The Draft Task Report will be submitted to the Subrecipient's quality assurance review process and to PRDOH for comments. Upon submission, PRDOH will provide Subrecipient with comments on the report within **thirty (30) calendar days**.

Key Activity 3.4 Submit a Draft Task Report detailing main findings and recommendations from the analysis on infrastructure prioritization.

The Subrecipient will submit a Draft Task Report detailing main findings and recommendations from research outcomes for infrastructure prioritization. The Draft Task Report on infrastructure prioritization will cover a method to develop investment priorities based on community preferences and investment opportunities and constraints. The Draft Task Report will be submitted to the Subrecipient's quality assurance review process and to PRDOH for comments. Upon submission, PRDOH will provide Subrecipient with comments on the report within **thirty (30) calendar days**.

Key Activity 3.5 Submit a PPT on assessment of supply chain recovery, energy recovery, and infrastructure prioritization.

The Subrecipient will submit a PPT on the assessment of findings on barriers to energy recovery, improving the supply chain, and infrastructure prioritization as reflected in Key Activities 3.2 through 3.4 and solicit feedback from PRDOH and Key Stakeholders in Puerto Rico. This PPT will summarize the analysis and recommendations provided in the Draft Task Reports in Key Activities 3.2, 3.3, and 3.4.

Key Activity 3.6 Submit Final Task Reports detailing main findings and recommendations from the analysis on barriers to supply chain recovery, energy recovery, and infrastructure prioritization.

The Subrecipient will submit three (3) public-facing Final Task Reports detailing the main findings and recommendations from research outcomes for supply chain recovery, energy recovery, and infrastructure prioritization. The Final Task Reports will have undergone the Subrecipient's quality assurance process and will take into consideration comments from the Subrecipient's quality assurance reviewers and PRDOH. Elements of the content of this report will be included in the Final Report in Key Task 1.

Key Activity 3.7 Submit Final Task Reports detailing main findings and recommendations from the analysis on barriers to supply chain recovery, energy recovery, and infrastructure prioritization in Spanish.

The Subrecipient will submit three (3) public-facing Final Task Reports, translated into Spanish, detailing the main findings and recommendations from research outcomes for supply chain recovery, energy recovery, and infrastructure prioritization.

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Key Task 4 Analysis of economic recovery (workforce and skill needs, economic sectors, and fiscal capacity).				
Key Activity	Indicator	Source of Verification	Target	Timeline
4.1 Submit PPT on preliminary assessment of gaps, challenges, and barriers to recovery for workforce and skill needs, economic sectors, and fiscal capacity.	# of PPTs detailing research gaps, challenges, and barriers to recovery for workforce and skill needs, economic sectors, and fiscal capacity delivered to PRDOH.	<ul style="list-style-type: none">• Approved PPTs.• List of datasets requested and consulted.• List of entities contacted for interviews and discussions, as appropriate and in compliance with Subrecipient's Human Subjects standards.• Bibliography of literature/documentation consulted.	1 PPT detailing research on gaps, challenges, and barriers to recovery for workforce and skill needs, economic sectors, and fiscal capacity delivered to PRDOH.	6 months from execution of SRA.
4.2 Submit Draft Task Report detailing main findings and recommendations from the analysis on fiscal capacity.	# of Draft Task Reports detailing main findings and recommendations from the analysis on fiscal capacity delivered to PRDOH.	Approved Draft Task Reports.	1 Draft Task Report detailing main findings and recommendations from the analysis on fiscal capacity delivered to PRDOH.	9 months from execution of SRA.
4.3 Submit Draft Task Report detailing main findings and recommendations from the analysis on workforce and skill needs.	# of Draft Task Reports detailing main findings and recommendations related to workforce and skill needs delivered to PRDOH.	Approved Draft Task Reports.	1 Draft Task Report detailing main findings and recommendations related to workforce and skill needs delivered to PRDOH.	11 months from execution of SRA.
4.4 Submit Draft Task Report detailing main findings and recommendations from the analysis on economic sectors.	# of Draft Task Reports detailing main findings and recommendations from the analysis on economic sectors delivered to PRDOH.	Approved Draft Task Reports.	1 Draft Task Report detailing main findings and recommendations from the analysis on economic sectors delivered to PRDOH.	12 months from execution of SRA.
4.5 Submit PPT related to workforce and skill needs, economic sectors, and fiscal capacity.	# of PPTs detailing research on workforce and skill needs, economic sectors, and fiscal capacity delivered to PRDOH.	Approved PPTs.	1 PPT detailing research on workforce and skill needs, economic sectors, and fiscal capacity delivered to PRDOH.	15 months from execution of SRA.
4.6 Submit Final Task Reports detailing main findings and	# of Final Task Reports detailing main findings and recommendations from the	Approved Final Task Reports.	1 Final Task Report detailing main findings and recommendations from the analysis on workforce and skill	16 months from execution of SRA.

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recommendations from the analysis on workforce and skill needs, economic sectors, and fiscal capacity.	analysis on workforce and skill needs delivered to PRDOH. # of Final Task Reports detailing main findings and recommendations from the analysis on economic sectors delivered to PRDOH. # of Final Task Reports detailing main findings and recommendations from the analysis on fiscal capacity delivered to PRDOH.		needs delivered to PRDOH. 1 Final Task Report detailing main findings and recommendations from the analysis on economic sectors delivered to PRDOH. 1 Final Task Report detailing main findings and recommendations from the analysis on fiscal capacity delivered to PRDOH.	
4.7 Submit Final Task Reports detailing main findings and recommendations from the analysis on workforce and skill needs, economic sectors, and fiscal capacity in Spanish.	# of Final Task Reports detailing main findings and recommendations from the analysis on workforce and skill needs delivered to PRDOH in Spanish. # of Final Task Reports detailing main findings and recommendations from the analysis on economic sectors delivered to PRDOH in Spanish. # of Final Task Reports detailing main findings and recommendations from the analysis on fiscal capacity delivered to PRDOH in Spanish.	Approved Final Task Reports.	1 Final Task Report detailing main findings and recommendations from the analysis on workforce and skill needs delivered to PRDOH in Spanish. 1 Final Task Report detailing main findings and recommendations from the analysis on economic sectors delivered to PRDOH in Spanish. 1 Final Task Report detailing main findings and recommendations from the analysis on fiscal capacity delivered to PRDOH in Spanish.	20 months from execution of SRA.

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Key Activity 4.1 Submit a PPT on preliminary assessment of the gaps, challenges, and barriers to recovery for workforce and skill needs, economic sectors, and fiscal capacity.

The Subrecipient will submit a PPT on gaps, challenges, and barriers to recovery identified in workforce and skill needs, recovery needs for economic sectors, and fiscal capacity. The PPT will also include some preliminary options to close the gaps. The Subrecipient will submit documentation listing references, organizations consulted, and data sources.

Key Activity 4.2 Submit a Draft Task Report detailing main findings and recommendations from the analysis on fiscal capacity.

The Subrecipient will submit a Draft Task Report on Puerto Rico's fiscal capacity options and recommendations for remediating fiscal challenges. The Draft Task Report will be submitted to the Subrecipient's quality assurance review process and to PRDOH for comments. Upon submission, PRDOH will provide Subrecipient with comments on the reports within **thirty (30) calendar days**.

Key Activity 4.3 Submit a Draft Task Report detailing main findings and recommendations from the analysis on workforce and skill needs.

The Subrecipient will submit a Draft Task Report detailing main findings and recommendations, including an analysis of workforce and skill needs, gaps, and recommendations to close existing gaps. The Draft Task Report will be submitted to the Subrecipient's quality assurance review process and to PRDOH for comments. Upon submission, PRDOH will provide Subrecipient with comments on the reports within **thirty (30) calendar days**.

Key Activity 4.4 Submit a Draft Task Report detailing main findings and recommendations from the analysis on economic sectors.

The Subrecipient will submit a Draft Task Report detailing main findings and recommendations, including an analysis of steps the Government of Puerto Rico can take, as well as supporting measures from the Federal Government, if applicable, to improve the performance of the main economic sectors and manage barriers to recovery. The reports will include an analysis of each selected main economic area, with findings and recommendations. The Draft Task Report will be submitted to the Subrecipient's quality assurance review process and to PRDOH for comments. Upon submission, PRDOH will provide Subrecipient with comments on the reports within **thirty (30) calendar days**.

Key Activity 4.5 Submit a PPT related to workforce and skill needs, economic sectors, and fiscal capacity.

The Subrecipient will submit a PPT related to the areas of workforce and skill needs, economic sectors, and fiscal capacity. This PPT will include the final analysis and recommendations related to these topics, reflecting, and summarizing the content described in the Draft Reports in Key Activities 4.2 through 4.4.

Key Activity 4.6 Submit Final Task Reports detailing main findings and recommendations from the analysis on workforce and skill needs, economic sectors, and fiscal capacity.

The Subrecipient will submit three (3) public-facing Final Task Reports detailing the main findings and recommendations related to workforce and skill needs, economic sectors, and remediating fiscal

challenges, along with recommendations to close existing gaps. The Final Task Reports will have undergone the Subrecipient's quality assurance process and will take into consideration comments from the Subrecipient's quality assurance reviewers and PRDOH. Elements of the content of these reports will be included in the Final Report in Key Task 1.

Key Activity 4.7 Submit Final Task Reports detailing main findings and recommendations from the analysis on workforce and skill needs, economic sectors, and fiscal capacity in Spanish.

The Subrecipient will submit three (3) public-facing Final Task Reports, translated into Spanish, detailing the main findings and recommendations related to workforce and skill needs, economic sectors, and remediating fiscal challenges, along with recommendations to close existing gaps.

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Key Task 5 Analysis of emergency preparedness				
Key Activity	Indicator	Source of Verification	Target	Timeline
5.1 Plan, prepare, and facilitate in-person Workshop to identify capability gaps in emergency preparedness.	# of in-person Workshops planned, prepared, and facilitated to identify capability gaps in emergency preparedness to PRDOH.	<ul style="list-style-type: none"> • Approved PPTs. • Evidence of outreach methods implemented (emails, letters, etc.). • Workshop agenda. • Workshop record or minutes. • Photos of the Workshop activity. • Attendance sign-in sheet, attendee log, or equivalent. 	1 in-person Workshop planned, prepared, and facilitated to identify capability gaps in emergency preparedness to PRDOH.	3 months from execution of SRA.
5.2 Plan, prepare, and facilitate virtual Panel Discussion of emergency preparedness experts.	# of virtual Panel Discussions planned, prepared, and facilitated to include emergency preparedness experts to PRDOH.	<ul style="list-style-type: none"> • Approved PPTs. • Evidence of outreach methods implemented (emails, letters, etc.). • Panel Discussion agenda. • Panel Discussion record or minutes. • Screenshots or photos of the Panel Discussion activity. • Attendance sign-in sheet, attendee log, or equivalent. 	1 virtual Panel Discussion planned, prepared, and facilitated to include emergency preparedness experts to PRDOH.	8 months from execution of SRA.
5.3 Submit Draft Task Report detailing main findings and recommendations from the analysis on emergency preparedness, capacities and gaps, metrics, and prioritization.	# of Draft Task Reports detailing main findings and recommendations from the analysis on emergency preparedness, capacities and gaps, metrics, and prioritization delivered to PRDOH.	Approved Draft Task Reports.	1 Draft Task Report detailing main findings and recommendations from the analysis on emergency preparedness, capacities and gaps, metrics, and prioritization delivered to PRDOH.	10 months from execution of SRA.
5.4 Submit Final Task Report detailing main findings and recommendations from the analysis on emergency preparedness, capacities and gaps, metrics, and prioritization.	# of Final Task Reports detailing main findings and recommendations from the analysis on emergency preparedness, capacities and gaps, metrics, and prioritization delivered to PRDOH.	Approved Final Task Reports.	1 Final Task Report detailing main findings and recommendations from the analysis on emergency preparedness, capacities and gaps, metrics, and prioritization delivered to PRDOH.	16 months from execution of SRA.

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5.5 Submit Final Task Report detailing main findings and recommendations from the analysis on emergency preparedness, capacities and gaps, metrics, and prioritization in Spanish.	# of Final Task Reports detailing main findings and recommendations from the analysis on emergency preparedness, capacities and gaps, metrics, and prioritization delivered to PRDOH in Spanish.	Approved Final Task Reports in Spanish.	1 Final Task Report detailing main findings and recommendations from the analysis on emergency preparedness, capacities and gaps, metrics, and prioritization delivered to PRDOH in Spanish.	20 months from execution of SRA.
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Key Activity 5.1 Plan, prepare, and facilitate an in-person Workshop to identify capability gaps in emergency preparedness.

The Subrecipient will plan, prepare, and facilitate an in-person Workshop coordinating with PRDOH, the Puerto Rican Bureau for Emergency Management and Disaster Management (**NMEAD**), and select emergency preparedness experts in Puerto Rico to identify capability gaps, available resources, and planning processes. In preparation, Subrecipient will create a framework to code and standardize key information contained in the Puerto Rico central government and municipalities' mitigation plans, related plans, and documents in order to conduct qualitative and quantitative analysis about capabilities and gaps; analysis of this data according to the framework will continue in subsequent months in support of the Draft Task Report in Key Activity 5.3. The Workshop will be held at a date and location mutually agreed upon by PRDOH and the Subrecipient. The Subrecipient will keep with the agreed Workshop schedule to the extent possible, while unforeseen circumstances (e.g., hurricane season events or stakeholder availability) could cause schedules to shift.

Key Activity 5.2 Plan, prepare, and facilitate a virtual Panel Discussion with emergency preparedness experts and/or emergency managers.

The Subrecipient will plan, prepare, and facilitate a virtual Panel Discussion, coordinating with PRDOH, Key Stakeholders, NMEAD, emergency preparedness experts and emergency managers from Puerto Rico and the continental United States, to discuss identified areas of need in Puerto Rico. The emergency preparedness experts and/or emergency managers will be selected from Puerto Rico, and other State and Local governments. Topics of the virtual Panel Discussion may include the tools and approaches developed under this Key Task, as well as perspectives from emergency preparedness experts and/or emergency managers in Puerto Rico and the continental United States. The virtual Panel Discussion will be held on Microsoft Teams.

Key Activity 5.3 Submit a Draft Task Report detailing main findings and recommendations from the analysis on emergency preparedness, capacities and gaps, metrics, and prioritization.

The Subrecipient will submit a Draft Task Report detailing main findings and recommendations from analysis on emergency preparedness. The Draft Task Report will include a recommended process to identify and manage emergency preparedness priorities based on the identified gaps and resource limitations. The Draft Task Report will include a review of the current processes used to identify and resource emergency preparedness capacity building initiatives and provide recommendations for improving those processes. Lastly, the Draft Task Report will recommend a methodology to establish priority areas for emergency preparedness policies and funding. The Draft Task Report will be submitted to the Subrecipient's quality assurance review process and to PRDOH and NMEAD for comments. Upon submission, PRDOH will provide Subrecipient with comments on the report within **thirty (30) calendar days**. NMEAD may provide comments within **thirty (30) calendar days**, however upon receipt of PRDOH comments, the Key Activity will be considered complete.

Key Activity 5.4 Submit a Final Task Report detailing main findings and recommendations from the analysis on emergency preparedness, capacities and gaps, metrics, and prioritization.

The Subrecipient will submit a public-facing Final Task Report detailing the main findings and recommendations from analysis on emergency preparedness. The Final Task Report will have undergone the Subrecipient's quality assurance process and will take into consideration comments from the Subrecipient's quality assurance reviewers, PRDOH and NMEAD. Elements of the content of this report will be included in the Final Report in Key Task 1.

Key Activity 5.5 Submit Final Task Report detailing main findings and recommendations from the analysis on emergency preparedness, capacities and gaps, metrics, and prioritization in Spanish.

The Subrecipient will submit a public-facing Final Task Report, translated into Spanish, detailing the main findings and recommendations from analysis on emergency preparedness.

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Key Task 6 Analysis of society as a part of recovery (migration, education, healthcare, public safety, and equity)				
Key Activity	Indicator	Source of Verification	Target	Timeline
6.1 Submit PPT on preliminary assessment of gaps, challenges, and barriers to recovery in migration, education, healthcare, public safety, and equity.	# of PPTs on the preliminary assessment of gaps, challenges, and barriers to recovery in migration, education, healthcare, public safety, and equity delivered to PRDOH.	<ul style="list-style-type: none">• Approved PPTs.• List of datasets requested and consulted.• List of entities contacted for interviews and discussions, as appropriate and in compliance with the Subrecipient's Human Subjects standards.• Bibliography of literature/documentation consulted.	1 PPT on the preliminary assessment of gaps, challenges, and barriers to recovery in migration, education, healthcare, public safety, and equity delivered to PRDOH.	7 months from execution of SRA.
6.2 Submit Draft Task Report detailing main findings and recommendations from the analysis on education.	# of Draft Task Reports detailing main findings and recommendations from the analysis on education delivered to PRDOH.	Approved Draft Task Reports.	1 Draft Task Reports detailing main findings and recommendations from the analysis on education delivered to PRDOH.	9 months from execution of SRA.
6.3 Submit Draft Task Reports detailing main findings and recommendations from the analysis on migration and healthcare.	# of Draft Task Reports detailing main findings and recommendations from the analysis on migration delivered to PRDOH. # of Draft Task Reports detailing main findings and recommendations from the analysis on healthcare delivered to PRDOH.	Approved Draft Task Reports.	1 Draft Task Report detailing main findings and recommendations from the analysis on migration delivered to PRDOH. 1 Draft Task Report detailing main findings and recommendations from the analysis on healthcare delivered to PRDOH.	11 months from execution of SRA.
6.4 Submit Draft Task Report detailing main findings and recommendations from the analysis on public safety.	# of Draft Task Reports detailing main findings and recommendations from the analysis on public safety delivered to PRDOH.	Approved Draft Task Reports.	1 Draft Task Report detailing main findings and recommendations from the analysis on public safety delivered to PRDOH.	12 months from execution of SRA.
6.5 Submit Draft Task Report detailing main findings and recommendations from	# of Draft Task Reports detailing main findings and recommendations from the	Approved Draft Task Reports.	1 Draft Task Report detailing main findings and recommendations from the analysis on equity delivered to PRDOH.	13 months from execution of SRA.

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the analysis on equity.	analysis on equity delivered to PRDOH.			
6.6 Submit PPT detailing findings from research on recovery related to migration, education, healthcare, public safety, and equity.	# of PPTs detailing findings from research on recovery related to migration, education, healthcare, public safety, and equity delivered to PRDOH.	Approved PPTs.	1 PPT detailing findings from research on recovery related to migration, education, healthcare, public safety, and equity delivered to PRDOH.	15 months from execution of SRA.
6.7 Submit Final Task Reports detailing main findings and recommendations from the analysis on migration, education, healthcare, public safety, and equity recovery.	# of Final Task Reports detailing main findings and recommendations from the analysis on migration delivered to PRDOH. # of Final Task Reports detailing main findings and recommendations from the analysis on education delivered to PRDOH. # of Final Task Reports detailing main findings and recommendations from the analysis on healthcare delivered to PRDOH. # of Final Task Reports detailing main findings and recommendations from the analysis on public safety delivered to PRDOH. # of Final Task Reports detailing main findings and recommendations from the analysis on equity delivered to PRDOH.	Approved Final Task Reports.	1 Final Task Report detailing main findings and recommendations from the analysis on migration delivered to PRDOH. 1 Final Task Report detailing main findings and recommendations from the analysis on education delivered to PRDOH. 1 Final Task Report detailing main findings and recommendations from the analysis on healthcare delivered to PRDOH. 1 Final Task Report detailing main findings and recommendations from the analysis on public safety delivered to PRDOH. 1 Final Task Report detailing main findings and recommendations from the analysis on equity delivered to PRDOH.	16 months from execution of SRA.

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6.8 Submit Final Task Reports detailing main findings and recommendations from the analysis on migration, education, healthcare, public safety, and equity recovery in Spanish.	<p># of Final Task Reports detailing main findings and recommendations from the analysis on migration delivered to PRDOH in Spanish.</p> <p># of Final Task Reports detailing main findings and recommendations from the analysis on education delivered to PRDOH in Spanish.</p> <p># of Final Task Reports detailing main findings and recommendations from the analysis on healthcare delivered to PRDOH in Spanish.</p> <p># of Final Task Reports detailing main findings and recommendations from the analysis on public safety delivered to PRDOH in Spanish.</p> <p># of Final Task Reports detailing main findings and recommendations from the analysis on equity delivered to PRDOH in Spanish.</p>	Approved Final Task Reports.	<p>1 Final Task Report detailing main findings and recommendations from the analysis on migration delivered to PRDOH in Spanish.</p> <p>1 Final Task Report detailing main findings and recommendations from the analysis on education delivered to PRDOH in Spanish.</p> <p>1 Final Task Report detailing main findings and recommendations from the analysis on healthcare delivered to PRDOH in Spanish.</p> <p>1 Final Task Report detailing main findings and recommendations from the analysis on public safety delivered to PRDOH in Spanish.</p> <p>1 Final Task Report detailing main findings and recommendations from the analysis on equity delivered to PRDOH in Spanish.</p>	20 months from execution of SRA.
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Key Activity 6.1 Submit a PPT on preliminary assessment of gaps, challenges, and barriers to recovery in migration, education, healthcare, public safety, and equity.

The Subrecipient will submit a PPT containing a preliminary assessment of gaps, challenges, and barriers to recovery in migration, education, healthcare, public safety, and equity. The PPT will include a preliminary assessment on how changes in migration/demographics affect and are affected by Puerto Rico's recovery progress. It will also discuss challenges to achieve an equitable distribution of recovery activities. The Subrecipient will submit documentation listing references, organizations consulted, and data sources.

Key Activity 6.2 Submit a Draft Task Report detailing main findings and recommendations from the analysis of education.

The Subrecipient will submit a Draft Task Report detailing main findings and recommendations from the analysis of education, examining options, and recommending policy directions to close the gaps in addressing Puerto Rico's recovery challenges related to education. The Draft Task Report will be submitted to the Subrecipient's quality assurance review process and to PRDOH for comments. Upon submission, PRDOH will provide Subrecipient with comments on the report within **thirty (30) calendar days**.

Key Activity 6.3 Submit Draft Task Reports detailing main findings and recommendations from the analysis of migration and healthcare.

The Subrecipient will submit two (2) Draft Task Reports detailing main findings and recommendations from the analysis of migration and healthcare, examining options, and recommending policy directions to close the gaps in addressing Puerto Rico's recovery challenges related to migration and healthcare. The Draft Task Reports will be submitted to the Subrecipient's quality assurance review process and to PRDOH for comments. Upon submission, PRDOH will provide Subrecipient with comments on the report within **thirty (30) calendar days**.

Key Activity 6.4 Submit a Draft Task Report detailing main findings and recommendations from the analysis of public safety.

The Subrecipient will submit a Draft Task Report detailing main findings and recommendations from the analysis of public safety, examining options, and recommending policy directions to close the gaps in addressing Puerto Rico's recovery challenges related to public safety. The Draft Task Report will be submitted to the Subrecipient's quality assurance review process and to PRDOH for comments. Upon submission, PRDOH will provide Subrecipient with comments on the report within **thirty (30) calendar days**.

Key Activity 6.5 Submit a Draft Task Report detailing main findings and recommendations from the analysis of equity.

The Subrecipient will submit a Draft Task Report detailing main findings and recommendations from the analysis of equity, examining options, and recommending policy directions to close the gaps in addressing Puerto Rico's recovery challenges related to equity. The report will also discuss options for promoting equitable access to disaster recovery resources. The Draft Task Report will be submitted to

the Subrecipient's quality assurance review process and to PRDOH for comments. Upon submission, PRDOH will provide Subrecipient with comments on the report within **thirty (30) calendar days**.

Key Activity 6.6 Submit a PPT detailing findings from research on recovery related to migration, education, healthcare, public safety, and equity.

The Subrecipient will submit a PPT detailing findings from research on recovery related to migration, education, healthcare, public safety, and equity. This PPT will include the final analysis and recommendations related to these topics, reflecting, and summarizing the content described in the Draft Reports in Key Activities 6.2 through 6.5.

Key Activity 6.7 Submit Final Task Reports detailing main findings and recommendations from the analysis on migration, education, healthcare, public safety, and equity recovery.

The Subrecipient will submit five (5) public-facing Final Task Reports detailing the main findings and recommendations from analysis of recovery implications attributed to migration, education, healthcare, public safety, and equity, along with recommendations to close existing gaps. The Final Task Reports will have undergone the Subrecipient's quality assurance process and will take into consideration comments from the Subrecipient's quality assurance reviewers and PRDOH. Elements of the content of these reports will be included in the Final Report in Key Task 1.

Key Deliverable 6.8 Submit Final Reports detailing main findings and recommendations from the analysis on migration, education, healthcare, public safety, and equity recovery in Spanish.

The Subrecipient will submit five (5) public-facing Final Task Reports, translated into Spanish, detailing the main findings and recommendations from analysis of recovery implications attributed to migration, education, healthcare, public safety, and equity, along with recommendations to close existing gaps.

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5. TABLES:

Notes for Section 5:

1. If any inconsistencies arise between Section 4 and Section 5 of this exhibit, the provision of Section 4 shall prevail.

Table 1: List of Briefings and Key Activities per Month

Month	Briefings and Key Activities
1	<ul style="list-style-type: none">1.1 – One (1) Project kick-off virtual Briefing featuring:<ul style="list-style-type: none">List of entities to be contacted for dataset requestsList of entities to be contacted for interviews and discussions, as appropriate and in compliance with the Subrecipient's Human Subjects standardsStakeholder Engagement PlanIssues being confronted by the SubrecipientNext steps
2	<ul style="list-style-type: none">1.1 – One (1) Monthly virtual Briefing featuring:<ul style="list-style-type: none">Proposed draft outline of the reports' structureList of data sets requested from the Government of Puerto RicoList of interviews/discussions requested, proposed, and scheduled, as appropriate and in compliance with the Subrecipient's Human Subjects standardsData gathering tools and templates (e.g., interview questions or draft survey) (first set)Issues being confronted by the SubrecipientNext steps
3	<ul style="list-style-type: none">1.1 – One (1) Monthly virtual Briefing featuring:<ul style="list-style-type: none">Issues being confronted by the SubrecipientNext stepsData gathering tools and templates (e.g., interview questions or draft survey) (second set)5.1 – One (1) In-person Workshop to identify capability gaps in emergency preparedness<ul style="list-style-type: none">List of datasets requested and consultedList of entities contacted for interviews and discussions, as appropriate and in compliance with the Subrecipient's Human Subjects standardsBibliography of literature/documentation consultedEvidence of outreach methods implemented (emails, letters, etc.)Workshop agendaWorkshop record or minutesPhotos of the Workshop activityAttendance sign-in sheet, attendee log, or equivalent
4	<ul style="list-style-type: none">1.1 – One (1) Monthly virtual Briefing featuring:<ul style="list-style-type: none">Issues being confronted by the SubrecipientNext stepsPlanning for the infrastructure prioritization workshopUpdates from the emergency preparedness workshop
5	<ul style="list-style-type: none">1.1 – One (1) Monthly virtual Briefing featuring<ul style="list-style-type: none">Issues being confronted by the SubrecipientNext steps3.1 – One (1) In-person Workshop to develop infrastructure prioritization<ul style="list-style-type: none">List of datasets requested and consultedList of entities contacted for interviews and discussions, as appropriate and in compliance with the Subrecipient's Human Subjects standardsBibliography of literature/documentation consultedEvidence of outreach methods implemented (emails, letters, etc.)Workshop agenda

	<ul style="list-style-type: none"> o Workshop record or minutes o Photos of the Workshop activity o Attendance sign-in sheet, attendee log, or equivalent
6	<ul style="list-style-type: none"> • 1.1 – One (1) Monthly virtual Briefing featuring: <ul style="list-style-type: none"> o 4.1 – One (1) PPT on preliminary assessment of economic recovery <ul style="list-style-type: none"> ▪ List of datasets requested and consulted ▪ List of entities contacted for interviews and discussions, as appropriate and in compliance with the Subrecipient's Human Subjects standards ▪ Bibliography of literature/documentation consulted o 2.1 – One (1) PPT on preliminary analysis for Recovery Tracking Tool <ul style="list-style-type: none"> ▪ Initial set of least five (5) logic models ▪ List of key metrics ▪ Inventory of data sources ▪ List of entities contacted for interviews and discussions, as appropriate and in compliance with the Subrecipient's Human Subjects standards ▪ Bibliography of literature/documentation consulted ▪ Recommendations for new data sources for key metrics o Issues being confronted by the Subrecipient o Next steps
7	<ul style="list-style-type: none"> • 1.1 – One (1) Monthly virtual Briefing featuring: <ul style="list-style-type: none"> o 6.1 – One (1) PPT on preliminary assessment of society as a part of recovery <ul style="list-style-type: none"> ▪ List of datasets requested and consulted ▪ List of entities contacted for interviews and discussions, as appropriate and in compliance with the Subrecipient's Human Subjects standards ▪ Bibliography of literature/documentation consulted o Issues being confronted by the Subrecipient o Next steps
8	<ul style="list-style-type: none"> • 1.1 – One (1) Monthly virtual Briefing featuring: <ul style="list-style-type: none"> o Issues being confronted by the Subrecipient o Next steps • 5.2 – One (1) Virtual Panel Discussion with emergency preparedness experts and/or emergency managers <ul style="list-style-type: none"> o Evidence of outreach methods implemented (emails, letters, etc.) o Panel Discussion agenda o Panel Discussion record or minutes o Screenshots or photos of the Panel Discussion activity o Attendance sign-in sheet, attendee log, or equivalent
9	<ul style="list-style-type: none"> • 1.1 – One (1) Monthly virtual Briefing featuring: <ul style="list-style-type: none"> o 2.2 – One (1) Recovery Funding Database <ul style="list-style-type: none"> ▪ Data sources, description of processing/" cleaning," and data dictionary o Issues being confronted by the Subrecipient o Next steps • 3.2 – One (1) Draft Task Report on infrastructure recovery (supply chain) • 4.2 – One (1) Draft Task Report on economic recovery (fiscal capacity) • 6.2 – One (1) Draft Task Report on society as a part of recovery (education)
10	<ul style="list-style-type: none"> • 1.1 – One (1) Monthly virtual Briefing featuring: <ul style="list-style-type: none"> o Issues being confronted by the Subrecipient o Next steps • 2.3 – One (1) Draft Task Report on Recovery Tracking Tool and Recovery Funding Database • 2.4 – One (1) Virtual Technical Assistance consultation - Training <ul style="list-style-type: none"> o Training PPT o Evidence of outreach methods implemented (emails, letters, etc.) o Technical Assistance agenda, when applicable o Technical Assistance record or minutes o Screenshots or photos of the Technical Assistance activity

	<ul style="list-style-type: none"> Attendance sign-in sheet, attendee log, or equivalent 5.3 – One (1) Draft Task Report on emergency preparedness
11	<ul style="list-style-type: none"> 1.1 – One (1) Monthly virtual Briefing featuring: <ul style="list-style-type: none"> Issues being confronted by the Subrecipient Next steps 3.3 – One (1) Draft Task Report on infrastructure recovery (energy) 4.3 – One (1) Draft Task Report on economic recovery (workforce and skill needs) 6.3 – Two (2) Draft Task Reports on society as a part of recovery (migration, healthcare)
12	<ul style="list-style-type: none"> 1.1 – One (1) Monthly virtual Briefing featuring: <ul style="list-style-type: none"> Issues being confronted by the Subrecipient Next steps 2.4 – One (1) Virtual Technical Assistance consultation - Training <ul style="list-style-type: none"> Training PPT Evidence of outreach methods implemented (emails, letters, etc.) Technical Assistance agenda, when applicable Technical Assistance record or minutes Screenshots or photos of the Technical Assistance activity Attendance sign-in sheet, attendee log, or equivalent 3.4 – One (1) Draft Task Report on infrastructure recovery (infrastructure prioritization) 4.4 – One (1) Draft Task Report on economic recovery (economic sectors) 6.4 – One (1) Draft Task Report on society as a part of recovery (public safety)
13	<ul style="list-style-type: none"> 1.1 – One (1) Monthly virtual Briefing featuring: <ul style="list-style-type: none"> 3.5 – One (1) PPT on energy, supply chain, and infrastructure prioritization <ul style="list-style-type: none"> Based upon documentation provided in Draft Task Reports 3.2, 3.3, and 3.4 Issues being confronted by the Subrecipient Next steps 2.4 – One (1) Virtual Technical Assistance consultation 6.5 – One (1) Draft Task Report on society as a part of recovery (equity)
14	<ul style="list-style-type: none"> 1.1 – One (1) Monthly virtual Briefing featuring: <ul style="list-style-type: none"> Issues being confronted by the Subrecipient Next steps 1.2 – One (1) Draft Report synthesizing Key Tasks 2 through 6 2.4 – One (1) Virtual Technical Assistance consultation
15	<ul style="list-style-type: none"> 1.1 – One (1) Monthly virtual Briefing featuring: <ul style="list-style-type: none"> 4.5 – One (1) PPT on workforce and skill needs, economic sectors, and fiscal capacity 6.6 – One (1) PPT on recovery related to migration, education, healthcare, public safety, and equity Issues being confronted by the Subrecipient Next steps 2.4 – One (1) Virtual Technical Assistance consultation
16	<ul style="list-style-type: none"> 1.1 – One (1) Monthly virtual Briefing featuring: <ul style="list-style-type: none"> Issues being confronted by the Subrecipient Next steps 1.3 – One (1) Final Report synthesizing Key Tasks 2 through 6 4.6 – Three (3) Final Task Reports on economic recovery 5.4 – One (1) Final Task Report on emergency preparedness 6.7 – Five (5) Final Task Reports on society as a part of recovery
17	<ul style="list-style-type: none"> 1.1 – One (1) Monthly virtual Briefing featuring: <ul style="list-style-type: none"> 2.5 – One (1) Recovery Tracking Tool for PRDOH and Key Stakeholders internal use 2.5 – One (1) Prototype design of online public Recovery Tracking Tool Issues being confronted by the Subrecipient Next steps

18	<ul style="list-style-type: none">• 1.1 – One (1) Monthly virtual Briefing featuring:<ul style="list-style-type: none">◦ Issues being confronted by the Subrecipient◦ Next steps• 1.4 – Publish and disseminate one (1) Final Report synthesizing Key Tasks 2 through 6 and thirteen (13) Final Task Reports in English. Translate, publish, and disseminate one (1) Final Report synthesizing Key Tasks 2 through 6 in Spanish• 1.5 – One (1) In-person Final Workshop<ul style="list-style-type: none">◦ Evidence of outreach methods implemented (emails, letters, etc.)◦ Workshop agenda◦ Workshop record or minutes◦ Photos of the Final Workshop activity◦ Attendance sign-in sheet, attendee log, or equivalent• 2.6 – One (1) Final Task Report Published on Recovery Tracking Tool and Recovery Funding Database• 3.6 – Three (3) Final Task Reports published on supply chain recovery, energy recovery and infrastructure prioritization
20	<ul style="list-style-type: none">• 1.6 – Translate, publish, and disseminate thirteen (13) Final Task Reports in Spanish.• 2.7- One (1) Final Task Report detailing main findings and recommendations from the analysis obtained from Key Activities 2.1 through 2.5 in Spanish.• 3.7- Three (3) Final Task Reports detailing main findings and recommendations from the analysis on barriers to supply chain recovery, energy recovery, and infrastructure prioritization in Spanish.• 4.7 -Three (3) Final Task Reports detailing main findings and recommendations from the analysis on workforce and skill needs, economic sectors, and fiscal capacity in Spanish.• 5.5 -One (1) Final Task Report detailing main findings and recommendations from the analysis on emergency preparedness, capacities and gaps, metrics, and prioritization in Spanish• 6.8- One (1) Final Task Reports detailing main findings and recommendations from the analysis on migration, education, healthcare, public safety, and equity recovery in Spanish.

Notes for Table 1:

1. The months established in Table 1 for the performance of Technical Assistance related to the Recovery Tracking Tool by RAND to PRDOH are estimates. Actual performance of this Task may be performed between months 10 and 18 after execution of the SRA, as required by PRDOH.
2. Structure and style of Final Reports will follow the Subrecipient's institutional practices, Quality Assurance procedures, and style guide.
3. Timeliness of execution by the Subrecipient will depend upon access to and availability of subject matter experts, appropriate officials, stakeholders, and data. In those cases where one of the above is required from PRDOH, delays in execution may imply a schedule revision.

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Table 2: Summary of Reports

Key Activity	Report Name	Detail	Language	Month Due
PROJECT MANAGEMENT				
<i>Overall Progress Reporting</i>				
1.2	Draft Report	Findings and recommendations from Key Tasks 2-6	EN	14
1.3	Final Report	Findings and recommendations from Key Tasks 2-6	EN	16
1.4	Final Report Published	Findings and recommendations from Key Tasks 2-6	EN	18
1.4	Final Report Published	Findings and recommendations from Key Tasks 2-6	ES	18
1.4	Final Task Reports Published	Completed research on a single Key Activity	EN	18
1.6	Final Task Reports Published	Completed research on a single Key Activity	ES	20
RECOVERY TRACKING TOOL AND RECOVERY FUNDING DATABASE				
<i>Databases to show the key indicators to track progress and the funding invested in Puerto Rico related to recovery</i>				
2.3	Draft Task Report	Research supporting the Recovery Tracking Tool and Recovery Funding Database	EN	10
2.6	Final Task Report	Analysis obtained from Key Activities 2.1-2.5	EN	18
2.7	Final Task Report	Analysis obtained from Key Activities 2.1-2.5	ES	20
INFRASTRUCTURE RECOVERY				
<i>Reports related to the analyses for infrastructure recovery (energy, supply chain, and infrastructure prioritization)</i>				
3.2	Draft Task Report	Analysis on supply chain priorities	EN	9
3.3	Draft Task Report	Analysis on barriers and options related to energy recovery priorities	EN	11
3.4	Draft Task Report	Analysis on infrastructure prioritization	EN	12
3.6	Final Task Reports	Analysis on barriers to supply chain, energy, and infrastructure prioritization	EN	18
3.7	Final Task Reports	Analysis on barriers to supply chain, energy, and infrastructure prioritization	ES	20
ECONOMIC RECOVERY				
<i>Reports identifying workforce and skill needs, economic sectors, and fiscal capacity analyses</i>				
4.2	Draft Task Report	Analysis on fiscal capacity	EN	9
4.3	Draft Task Report	Analysis on workforce and skill needs	EN	11
4.4	Draft Task Report	Analysis on economic sectors	EN	12
4.6	Final Task Reports	Analysis on workforce and skill needs, economic sectors, and fiscal capacity	EN	16
4.7	Final Task Reports	Analysis on workforce and skill needs, economic sectors, and fiscal capacity	ES	20
EMERGENCY PREPAREDNESS				
<i>Workshops, data gathering, and reports on emergency preparedness, capacities and gaps, metrics, and prioritization</i>				
5.3	Draft Task Report	Analysis on emergency preparedness, capacities and gaps, metrics, and prioritization	EN	10
5.4	Final Task Report	Main findings and recommendations on emergency preparedness, capacities and gaps, metrics, and prioritization	EN	16
5.5	Final Task Report	Main findings and recommendations on emergency preparedness, capacities and gaps, metrics, and prioritization	ES	20
SOCIETY ANALYSIS				
<i>Reports related to the research, data gathered, findings, and recommendations from the analyses on migration, education, healthcare, public safety, and equity recovery</i>				
6.2	Draft Task Report	Analysis on education	EN	9
6.3	Draft Task Reports	Analysis on migration and healthcare	EN	11
6.4	Draft Task Report	Analysis on public safety	EN	12

6.5	Draft Task Report	Analysis on equity	EN	13
6.7	Final Task Reports	Analysis on migration, education, healthcare, public safety, and equity recovery	EN	16
6.8	Final Task Reports	Analysis on migration, education, healthcare, public safety, and equity recovery	ES	20

Table 3: Summary of Engagements

WORKSHOP, BRIEFINGS, AND OTHER ENGAGEMENTS				
Key Activity	Activity Type	Topic	Participants	Month Due
1.1	Briefings (18)	Varies by month	PRDOH and Key Stakeholders	1-18
1.5	Final Workshop	Final Workshop related to recommendations in Final Report	PRDOH and Key Stakeholders	18
2.4	Technical Assistance	Technical Assistance consultations	PRDOH and Key Stakeholders	10-18
3.1	Workshop	Develop and design infrastructure prioritization	PRDOH and Key Stakeholders	5
5.1	Workshop	Workshop to identify capacity gaps in emergency preparedness	PRDOH, Key Stakeholders, and Emergency Managers	3
5.2	Panel Discussion	Discussion on emergency preparedness	PRDOH, Key Stakeholders, and Emergency Managers	8

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EXHIBIT C

KEY PERSONNEL

ANALYTIC SUPPORT FOR PUERTO RICO DISASTER RECOVERY PLANNING PROJECT

THE RAND CORPORATION

Below is the Staffing Plan for Subrecipient which reflects a combination of existing employees and new hired employees dedicated for the Project.

I. Roles

Roles

Researcher Level 7
Researcher Level 6
Researcher Level 5
Researcher Level 4
Researcher Level 3
Researcher Level 2
Researcher Level 1
Research Assistant
Administrative Assistant

II. Roles Description:

Role	Description
Researcher Level 7	Manages project or large task execution, with significant seniority, years of experience, and/or highly specialized research skills. Coordinates requirements for research with PRDOH, provides project updates to key stakeholders on the status of the research, ensures project tasks are on schedule. Is responsible for quality and timeliness of project deliverables.
Researcher Level 6	Manages project or large task execution. Coordinates requirements for research with PRDOH. Is responsible for quality and timeliness of project deliverables. Provides intellectual leadership to develop research portfolios. Works constructively with research levels 1-5 to validate the objectives and methods used in research projects. Manages research projects to ensure the products are objective, of high quality, relevant to client needs, and produced on time and within budget.
Researcher Level 5	Leads complex research projects, develops the research agenda, directs research teams, authors reports, provides briefings to key stakeholders, is a key facilitator at workshops and during engagements with interviewees, applies expertise in optimization and decision analysis under uncertainty, risk management, cost analysis and other analytic disciplines. Directs and assures the quality of the research produced by Researcher 5 and below. Works closely with Researcher Level 6.
Researcher Level 4	Under guidance, of a Researcher Level 5, functions as a fully capable professional, showing good judgment about topics to pursue and whether to proceed independently or seek

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Role	Description
	collaboration or advice. Designs, initiates, and conducts key tasks or smaller projects independently. Demonstrates sufficient independent skill and judgment to represent his or her own field's and/or discipline's insights and methods to the team.
Researcher Level 3	Under limited direction, provides a unique skill set and level of research support within an area of specialized substantive training or experience. Using independent judgment and discretion, applies a highly advanced set of quantitative and/or qualitative research tools, methods, and technical skills to support large and complex projects. Collects, compiles, validates, interprets, and analyzes data using standard practices and techniques; organizes data and other information to support research projects; develops analytic frameworks, designs qualitative or quantitative data collection tools or approaches, e.g., developing survey items; leads key informant interviews; facilitates focus groups.
Researcher Level 2	Under limited supervision, provides skills and experience within an area of specialized, substantive, or academic training. Applies a broad range of specialized quantitative and/or qualitative research tools, methods, and technical skills to support some or all phases of research. Leads complex data collection efforts and organization of data and other information to support research projects; may perform computer modeling, simulation or forecasting using standard software packages; provides key contributions to the design and analysis of qualitative or quantitative data collection tools or approaches (e.g., developing interview/focus group protocol, conducting interviews; coding qualitative data; developing and running analytic models).
Researcher Level 1	Under general supervision, provides skills and experience within an area of substantive or academic training required for research projects. Example tasks include leading literature reviews; developing databases and collecting data, entering, and organizing data and other information to support research projects; assisting with qualitative data collection tools; carrying out basic analytic tasks such as coding qualitative data; performing statistical analyses using programs such as STATA or SAS; and other research or analytic tasks as directed.
Research Assistant	Under close supervision, assists and supports analysis efforts on research projects. Example tasks include assisting with literature reviews and environmental scans; field work; assisting with the coordination and planning of data collection and data management activities (i.e., site visits, focus groups, in-depth interviews, and surveys and questionnaires); note taking for both internal meetings and external interviews/meetings; assisting with model development and programming; developing charts, graphs and tables to support research findings; supporting community engagement; and other research or analytic tasks as directed.
Administrative Assistant	Provides administrative and organizational research support to projects, such as coordinating internal and external communications and meetings, including scheduling meetings, developing meeting agendas, arranging travel, organizing events, and recording meeting notes.

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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

EXHIBIT D

BUDGET

ANALYTIC SUPPORT FOR PUERTO RICO DISASTER RECOVERY PLANNING PROJECT

THE RAND CORPORATION

DESCRIPTION OF SERVICES

PRDOH designated to the Subrecipient a total allocation amount of **\$10,498,590.61** for the Analytic Support for Puerto Rico Disaster Recovery Planning Project (**Project**) under the CDBG-DR Program, which is the maximum budget amount assigned to the Subrecipient to complete the activities under this SRA. Proposed budget items will be evaluated according to guidelines laid out in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

The Project is a fixed cost and reimbursement program. All costs must be incurred prior to reimbursement. Planning and grant management activities will include, but are not limited to those described in **Exhibit A (Scope of Work)** and **Exhibit B (Timeline and Performance Goals)** of this SRA.

PRDOH will use the milestones and tasks included in **Exhibit B (Timeline and Performance Goals)** to evaluate the progression and completion of program activities. The following costs are considered NOT eligible for funding or reimbursement: engineering, architectural, and design costs related to a specific project such as detailed engineering specifications and working drawings; construction or any costs of implementation of projects or plans; and costs not associated with the development of plans or other planning activities.

The Subrecipient assumes responsibility for administering these CDBG-DR funds in a manner consistent with the SRA, the program objectives, and PRDOH Policies and Procedures. The 2 C.F.R. Part 200 Subpart E (Cost Principles) requires that all costs are **allowable, reasonable, and allocable**.

- **Allowable** costs are those which are necessary in order to carry out the program, are consistent with policies and procedures established by the Subrecipient and the PRDOH, and which are adequately documented.
- **Reasonable** costs are generally considered those which are ordinary and necessary, and do not exceed market prices for comparable goods or services in the area.
- **Allocable** costs are those costs which are necessary in order to carry out the tasks and deliverables required by the Project.

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BUDGET SUMMARY		
ACTIVITY DESCRIPTION		
Staffing	Salary and Fringe benefits for RAND employees.	\$4,194,744.30
Other Labor Costs	Indirect Costs	\$4,656,166.16
Direct Non-Labor cost	Facilities; audio/visual; event planning; Report related production support including editing, formatting, translation, and printing. Subcontracts, Subawards, travel, and others.	\$1,647,680.15
TOTAL PLANNING BUDGET:		\$10,498,590.61

BUDGET DETAIL

The budget detail that follows is provided as an expanded budget line-item detail, but not intended as a limiting factor. Expenditures per line item may not exceed the total budget per cost type.

Staffing

Position	Qty. of Resources [A]	Estimated Hours per month per Resource [B]	Estimated Hourly Rate [C]	Estimated Monthly Cost [D=AxBxC]
Research Level 1	2.5	124	\$84.78	\$26,280.91
Research Level 2	2.5	124	\$103.99	\$32,237.19
Research Level 3	2.5	124	\$139.29	\$43,179.31
Research Level 4	2	115	\$151.44	\$34,831.77
Research Level 5	1.5	100	\$160.64	\$24,096.32
Research Level 6	1.5	114	\$174.36	\$29,815.85
Research Level 7	1	79	\$193.58	\$15,292.46
Research Assistant	3	133	\$47.01	\$18,684.86
Administrative Assistant	2	70	\$61.59	\$8,622.69
Estimated Monthly Cost:				\$233,041.35
Staffing Cost (Salary+Fringe) for 1.5 Years (18 Months):				\$4,194,744.30

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Other Labor Cost

Item Name	Item Description	Budget
Indirect Cost	Indirect Costs consists of a logical grouping of costs, such as office facilities costs, necessary for the support and operation of the organization, but which are not directly related to the conduct of the project. Overhead costs are not easily identifiable with a specific project and therefore are pooled and allocated to all projects.	\$4,656,166.16
Total Indirect Budget		\$4,656,166.16

Direct Non-Labor Costs

Services Name	Services Description	Budget
Computing/Tec hnology Services	Computing/Technology Services are for project specific computing costs that include, but are not limited to, the following computing services: computer backups, maintenance, software, support, collaborative services, and network services allocation. Per RAND's CAS Disclosure Statement, these costs are significant and are not classified as indirect and will be invoiced to PRDOH as a direct cost, in accordance with RAND's approved accounting practices.	\$350,212.34
Minor Incidentals	Based on historical experience data, this estimated cost includes expenses such as conference call fees, postage, shipping, reference materials, etc. that will be required for the performance of this proposed effort, but which cannot be specifically identified at this time. This is estimated at a rate of approximately 0.5% on a base of total estimated costs. Per RAND's CAS Disclosure Statement, these costs are not indirect and will be invoiced to PRDOH as a direct cost, in accordance with RAND's approved accounting practices.	\$52,231.79
Publications	Costs for publishing a RAND research report vary based on a number of factors. Length of the manuscript; Complexity of the manuscript (e.g., number of tables and figures, presence of complex equations); Production value chosen (e.g., full production, book-like report; short-format, newsletter style report; or "edit-only" report taken through to production in the RAND MS Word template). Publishing Services builds estimates for editing and production using a suite of time-tested algorithms that take into account variable costs (such as editing, typesetting, work on figure art, proofreading, etc.), as well as fixed costs (such as project coordination and cover design). For estimating purposes, a manuscript page is calculated as 2,200 characters (including spaces) or about 250 words.	\$340,218.90

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Subcontracts/ Subaward	External Quality Assurance Reviewers.	\$15,500.00
	Subaward with university for an estimated cost of support from professors.	\$92,113.00
	Facilities; audio/visual; event planning, conference 1 day event with ~70 participants, meeting space.	\$14,863.12
	Focus group service for Education and Health.	\$20,000.00
	Interpretation services to support interview and focus groups.	\$4,400.00
	Subcontractor to hire staff in Puerto Rico.	\$594,958.00
Travel	Travel airfares and other cost related.	\$163,183.00
Total Direct Non Labor		\$1,647,680.15

PRDOH reserves the right to adjust funding levels for each grantee and the allocation of the funding amounts for each planning component.

BUDGET RE-DISTRIBUTION

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

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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

EXHIBIT E

Contract Code: 6004

Type: StandAloneSRA_V2

Original Registered Code:

CERTIFICATION OF FUNDS

Requested on behalf: CDBG-DR Director

The Finance Division certifies the availability of the following funds:

Contracting Of: The Rand Corporation
Source of Funds: 14.228 CDBG Funds
For: Recovery Planning Project
Amount: \$10,498,590.61

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

Grant	Area / Project	Activity Code	Category Description	Account	Amount
B-18-DP-72-0001		r02p06pmp-doh-na	P - Program Subsidy	6090-01-000	\$10,498,590.61
					\$10,498,590.61

The above distribution of funds is subject to changes and will be allocated in accordance with the executed agreement within the parties. These funds do not affect the Puerto Rico Department of Housing (PRDOH) operational budget, and are available to be use.

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

Ada Castillo Signed Date - 06/16/2023
Electronic Approval
Budget Manager

Nilda Baez Signed Date - 06/16/2023
Electronic Approval
Finance Director

**This transaction does not represent an overcharge of the account herein.*



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EXHIBIT F

HUD GENERAL PROVISIONS AND OTHER FEDERAL STATUTES, REGULATIONS, AND PRDOH REQUIREMENTS ANALYTIC SUPPORT FOR PUERTO RICO DISASTER RECOVERY PLANNING PROJECT THE RAND CORPORATION

Given that the Subrecipient Agreement (SRA) involves funds for which the U.S. Department of Housing and Urban Development (HUD) is the oversight agency, the following terms and conditions may apply to this SRA. In addition, SUBRECIPIENT shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/>

The SUBRECIPIENT (also referred to as the "Partner") shall include these terms and conditions in all contracts or purchase orders directly servicing the SRA.

These general provisions may be updated from time to time. It is the sole responsibility of the SUBRECIPIENT to be aware of any changes hereto, to amend and implement such changes and to ensure contracts terms and conditions are modified as necessary, if any.

General Provisions:

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this SRA shall be deemed to be inserted herein and the SRA shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the SRA shall forthwith be physically amended to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE

SUBRECIPIENT shall comply with all laws and regulations applicable to the Community Development Block Grant-Mitigation funds appropriated by the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Pub. L. 115-123), approved February 9, 2018 (**Appropriations Act**), as amended, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

3. BREACH OF SUBRECIPIENT AGREEMENT TERMS

The PRDOH reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this SRA, in instances where the SUBRECIPIENT or any of its contractors violate or breach any SRA term. If the SUBRECIPIENT or any of its contractors violate or breach any SRA term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the SRA documents, and the rights and remedies available thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

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4. REPORTING REQUIREMENTS

The SUBRECIPIENT shall complete and submit all reports, in such form and according to such schedule, as may be required by the PRDOH and/or the Government of Puerto Rico. The SUBRECIPIENT shall cooperate with all the PRDOH and/or the Government of Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 C.F.R. § 200.328 and 24 C.F.R. § 570.507, when applicable.

5. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The SUBRECIPIENT will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in contracting when possible. Steps include, but are not limited to:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Additionally, for contracts of \$10,000 or more, the SUBRECIPIENT shall file Form HUD 2516 (Contract and Subcontract Activity) with the PRDOH on a quarterly basis.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by HUD.

7. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The SUBRECIPIENT represents and warrants that it and its contractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. Part 2424.

8. CONFLICTS OF INTEREST

The SUBRECIPIENT shall notify the PRDOH as soon as possible if this SRA or any aspect related to the anticipated work under this SRA raises an actual or potential conflict of interest (as defined 2 C.F.R. § 200.318(c), if applicable). The SUBRECIPIENT shall explain

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the actual or potential conflict in writing in sufficient detail so that the PRDOH is able to assess such actual or potential conflict. The SUBRECIPIENT shall provide the PRDOH any additional information necessary to fully assess and address such actual or potential conflict of interest. The SUBRECIPIENT shall accept any reasonable conflict mitigation strategy employed by the PRDOH, including but not limited to the use of an independent contractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

9. CONTRACTING

When contracting, the SUBRECIPIENT shall solicit for and contract with such contractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- a) Placing unreasonable requirements on firms in order for them to qualify to do business;
- b) Requiring unnecessary experience and excessive bonding;
- c) Noncompetitive pricing practices between firms or between affiliated Companies;
- d) Noncompetitive awards to consultants that are on retainer contracts,
- e) Organizational conflicts of interest;
- f) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and
- g) Any arbitrary action in the procurement process.

The SUBRECIPIENT represents to the PRDOH that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this SRA.

The SUBRECIPIENT will include these HUD General Provisions in every contract issued by it, so that such provisions will be binding upon each of its contractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

10. ASSIGNABILITY

The SUBRECIPIENT shall not assign any interest in this SRA and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the PRDOH.

11. COPELAND "ANTI-KICKBACK" ACT (Applicable to all construction or repair contracts)

Salaries of personnel performing work under this SRA shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The SUBRECIPIENT shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all contracts covering work under this SRA to ensure compliance by contractors with such regulations, and shall be responsible for the submission of affidavits required of

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contractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

12. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers.)

The SUBRECIPIENT shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3702-3704) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by SUBRECIPIENTS or contractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the SUBRECIPIENTS and contractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

13. DAVIS-BACON ACT

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation.)

The SUBRECIPIENT shall comply with the Davis Bacon Act (40 U.S.C. § 3141, *et seq*) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by SUBRECIPIENTS or contractors, including employees of other governments, on construction work assisted under this SRA, and subject to the provisions of the federal acts and regulations listed in this paragraph, 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.

On a semi-annual basis, the SUBRECIPIENT shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to PRDOH.

14. TERMINATION FOR CAUSE

(Applicable to contracts exceeding \$10,000)

If, through any cause, the SUBRECIPIENT shall fail to fulfill in a timely and proper manner his or her obligations under this SRA, or if the SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this SRA, the PRDOH shall thereupon have the right to terminate this SRA by giving written notice to the SUBRECIPIENT of such termination and specifying the effective date thereof, **at least five (5) days** before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the SUBRECIPIENT under this SRA shall, at the option of the PRDOH, become the PRDOH's property and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the SUBRECIPIENT shall not be relieved of liability to the Government of Puerto Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the SRA by the SUBRECIPIENT, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the SUBRECIPIENT for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the SUBRECIPIENT is determined.

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15. TERMINATION FOR CONVENIENCE

(Applicable to contracts exceeding \$10,000)

The PRDOH may terminate this SRA at any time by giving **at least ten (10) days'** notice in writing to the SUBRECIPIENT. If the SRA is terminated by the PRDOH as provided herein, the SUBRECIPIENT will be paid for the time provided and expenses incurred up to the termination date.

16. SECTION 503 OF THE REHABILITATION ACT OF 1973

(Applicable to contracts exceeding \$10,000)

The SUBRECIPIENT shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities:

- a) The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The SUBRECIPIENT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the SUBRECIPIENT;
 - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the SUBRECIPIENT including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- b) The SUBRECIPIENT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c) In the event of the SUBRECIPIENT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d) The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the SUBRECIPIENT's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The

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SUBRECIPIENT must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the SUBRECIPIENT may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

- e) The SUBRECIPIENT will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the SUBRECIPIENT is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- f) The SUBRECIPIENT will include the provisions of this clause in every contract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each contractor or vendor. The SUBRECIPIENT will take such action with respect to any contract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

17. EQUAL EMPLOYMENT OPPORTUNITY

(Applicable to construction contracts and subcontracts exceeding \$10,000)

The SUBRECIPIENT shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60).

During the performance of this SRA, the SUBRECIPIENT agrees as follows:

- a) The SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBRECIPIENT shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The SUBRECIPIENT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The SUBRECIPIENT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c) The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- d) The SUBRECIPIENT will send to each labor union or representative of workers with which he or she 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 workers' representative of the SUBRECIPIENT's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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- e) The SUBRECIPIENT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- f) The SUBRECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- g) In the event of the SUBRECIPIENT's non-compliance with the non-discrimination clause of this SRA or with any of such rules, regulations or orders, this SRA may be cancelled, terminated or suspended in whole or in part and the SUBRECIPIENT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- h) SUBRECIPIENT shall incorporate the provisions of 1 through 7 above in every contract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such contractor. The SUBRECIPIENT will take such action with respect to any contract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the SUBRECIPIENT becomes involved in, or is threatened with, litigation with a contractor or vendor as a result of such direction by the contracting agency, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

18. CERTIFICATION OF NONSEGREGATED FACILITIES
(Applicable to construction contracts exceeding \$10,000)

The SUBRECIPIENT certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The SUBRECIPIENT agrees that a breach of this certification is a violation of the equal opportunity clause of this SRA.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The SUBRECIPIENT further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed contractors prior to the award of contracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed contractors (except where

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proposed contractors have submitted identical certifications for specific time periods).

19. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS
(Applicable to contracts exceeding \$100,000)

The SUBRECIPIENT and all contractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and contractors shall furnish to the owner, the following:

- a) A stipulation by the SUBRECIPIENT or contractors, that any facility to be utilized in the performance of any nonexempt contract or contract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. § 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- b) Agreement by the SUBRECIPIENT to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- d) Agreement by the SUBRECIPIENT that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt contract and requiring that the SUBRECIPIENT will take such action as the government may direct as a means of enforcing such provisions.

20. ANTI-LOBBYING
(Applicable to contracts exceeding \$100,000)

By the execution of this SRA, the SUBRECIPIENT certifies, to the best of his or her knowledge and belief, that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to 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 this

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Federal contract, grant, loan, or cooperative agreement, the SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

- c) The SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

21. BONDING REQUIREMENTS

(Applicable to construction and facility improvement contracts exceeding \$100,000)

The SUBRECIPIENT shall comply with Puerto Rico bonding requirements, unless they have not been approved by HUD, in which case the SUBRECIPIENT shall comply with the following minimum bonding requirements:

- a) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.
- b) A performance bond on the part of the SUBRECIPIENT for one hundred percent (100%) of the Agreement price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the SUBRECIPIENT's obligations under such contract.
- c) A payment bond on the part of the SUBRECIPIENT for one hundred percent (100%) of the Agreement price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

22. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

(As required by applicable thresholds)

The work to be performed under this 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.

- a) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 75 regulations.

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- b) The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the SUBRECIPIENT has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the SUBRECIPIENT's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- c) The SUBRECIPIENT agrees to include this Section 3 clause in every contract 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 contract or in this Section 3 clause, upon a finding that the contractor is in violation of the regulations in 24 C.F.R. Part 75. The SUBRECIPIENT will not contract with any contractor where the SUBRECIPIENT has notice or knowledge that the contractor has been found in violation of the regulations in 24 C.F.R. Part 75.
- d) The SUBRECIPIENT acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 C.F.R. § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.
- e) The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the SUBRECIPIENT is selected but before the contract 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.
- f) Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5307) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- h) The SUBRECIPIENT agrees to submit, and shall require its contractors 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

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hiring efforts to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.

23. FAIR HOUSING ACT

SUBRECIPIENT shall comply with the provisions of the Fair Housing Act of 1968, as amended. The Act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, disability, or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

24. ENERGY POLICY AND CONSERVATION ACT

SUBRECIPIENT shall comply with mandatory standards and policies relating to energy efficiency as contained in the Government of Puerto Rico's energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201 *et seq.*).

25. POLITICAL ACTIVITY

SUBRECIPIENT agrees to comply with mandatory standards and policies relating to Hatch Act, 5 U.S.C. §§ 1501-1508 as amended.

The SUBRECIPIENT shall comply with the Hatch Act, 5 U.S.C. §§ 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this SRA, 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 U.S.C.

The Hatch Act applies to political activities of certain state and local employees. As a Puerto Rico Department of Housing SUBRECIPIENT, you may do any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The SUBRECIPIENT may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

26. HEALTH AND SAFETY STANDARDS

All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

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27. PERSONNEL

The SUBRECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this SRA. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services required hereunder will be performed by the SUBRECIPIENT or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this SRA.

28. WITHHOLDING OF WAGES

If in the performance of this SRA, there is any underpayment of wages by the SUBRECIPIENT or by any contractor thereunder, the PRDOH may withhold from the SUBRECIPIENT out of payment due to him or her an amount sufficient to pay to employees underpaid the difference between the wages required thereby to be paid and the wages actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the PRDOH for and on account of the SUBRECIPIENT or contractor to the respective employees to whom they are due.

29. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of professional staff or technicians performing work under this SRA shall be promptly reported in writing by the SUBRECIPIENT to the PRDOH for the latter's decision, which shall be final with respect thereto.

30. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

No person employed on the services covered by this SRA shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer.

31. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

The SUBRECIPIENT agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The SUBRECIPIENT will be aware of and avoid any violation of the laws of this State which prohibit municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any contract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or contract arising therefore or connected therewith.

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The SUBRECIPIENT will also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public officer who has an interest in any contract passed by the board of which he or she is a member during the time he or she was a member and for **one (1) year** thereafter.

32. INTEREST OF CERTAIN FEDERAL OFFICERS

No member of, or delegate to, the Congress of the United States and no Resident Commissioner shall be admitted any share or part of this SRA or to any benefit to arise therefrom.

33. INTEREST OF SUBRECIPIENT

The SUBRECIPIENT agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the above-described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the Work hereunder. The SUBRECIPIENT further agrees that no person having any such interest shall be employed in the performance of this SRA.

34. RELIGIOUS ACTIVITY

The SUBRECIPIENT agrees to abstain from using any funds related to this SRA for inherently religious activities prohibited by 24 C.F.R. § 570.200(j), such as worship, religious instruction, or proselytization.

35. FLOOD DISASTER PROTECTION ACT OF 1973

The SUBRECIPIENT will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605.

36. LEAD BASED PAINT

The SUBRECIPIENT must comply with the regulations regarding lead-based paint found at 24 C.F.R. Part 35 on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBG-MIT funds.

37. VALUE ENGINEERING

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation.)

The SUBRECIPIENT must comply with the regulations regarding systematic and organized approach to analyze functions of systems, equipment, facilities, services, and materials to ensure they achieve their essential functions at the lowest cost consistent to life cycle in execution, reliability, quality, and safety, in accordance with 2 C.F.R. § 200.318(g).

38. GENERAL COMPLIANCE

The SUBRECIPIENT shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 C.F.R. § 570, as modified by the Federal Register notices that govern the use of CDBG-MIT funds available under this SRA. See Federal Register Notices 84 FR 45838 (August 30, 2019) and 85 FR 4676 (January 27, 2020). Notwithstanding the foregoing, (1) the SUBRECIPIENT does not assume any of the PRDOH's responsibilities for environmental review, decision-making, and action, described in 24 C.F.R. Part 58 and (2) the SUBRECIPIENT does not assume any of the PRDOH's responsibilities for initiating the review process under the provisions of 24 C.F.R. Part 52. The SUBRECIPIENT shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-MIT funds in complying with its obligations under this SRA, regardless of

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whether CDBG-MIT funds are made available to the SUBRECIPIENT on an advance or reimbursement basis. This includes without limitation, applicable Federal Registers; 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Community Development Act of 1974; 24 C.F.R. Part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. Subt. A, Pt. 35, Subpt. A, 24 C.F.R. Part 58, 24 C.F.R. Part 135; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards and the environment; and Action Plan amendments and HUD's guidance on the funds.

Where waivers or alternative requirements are provided for in the applicable Federal Register Notices dated August 30, 2019 and January 27, 2020, at 84 FR 45838 and 85 FR 4676, respectively, or any future Federal Register Notice published by HUD ("**HUD Notices**"), such requirements, including any regulations referenced therein, shall apply.

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

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

39. DUPLICATION OF BENEFITS

The SUBRECIPIENT shall not carry out any of the activities under this SRA 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) and described in Appropriations Act. The SUBRECIPIENT must comply with HUD's requirements for duplication of benefits, imposed by Federal Register notice on the PRDOH, which are published in a separate notice entitled "Updates to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees" (84 FR 28836, published June 20, 2019). The SUBRECIPIENT shall carry out the activities under this SRA in compliance with the PRDOH's procedures to prevent duplication of benefits.

40. DRUG-FREE WORKPLACE

The SUBRECIPIENT must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government wide implementation (2 C.F.R. Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).

41. HOLD HARMLESS

The SUBRECIPIENT shall and hereby agrees to hold harmless, defend (with counsel acceptable to the PRDOH) and indemnify the Government of Puerto Rico, PRDOH, HUD and each and all of its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, and

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affiliates, from and against any and all damages, costs, liabilities, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this SRA, 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 this SRA. This indemnity shall expressly include, but is not limited to, the obligation of the SUBRECIPIENT to indemnify and reimburse the PRDOH for any and all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in the PRDOH's enforcement of this SRA or any portion thereof against the SUBRECIPIENT or otherwise arising in connection with the SUBRECIPIENT's breach, violation, or other non-compliance with this SRA. This clause shall survive indefinitely the termination of this SRA for any reason.

42. PRDOH RECOGNITION

Unless otherwise directed by the PRDOH, the SUBRECIPIENT shall ensure recognition of the role of HUD and the PRDOH in providing funding, services, and efforts through this SRA. Unless otherwise directed by the PRDOH, all activities, facilities, and items utilized pursuant to this SRA 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 herein in all publications made possible with funds made available under this SRA. 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.

43. LOGOS CLAUSE

The Parties hereto 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.

44. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

The SUBRECIPIENT shall comply with the applicable provisions in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

45. FINANCIAL & PROGRAM MANAGEMENT

The SUBRECIPIENT shall expend and account for all CDBG-MIT funds received under this SRA in accordance with 2 C.F.R. Part 200 subpart D §302 - §303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The SUBRECIPIENT shall administer its program in conformance 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.

46. DOCUMENTATION AND RECORD KEEPING

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

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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 this SRA, as well as any additional records required by the PRDOH. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-MIT programs, as modified by the HUD Notices;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG-MIT funds;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG-MIT program;
- f) Financial records as required by (1) 24 C.F.R. § 570.502; and (2) 2 C.F.R. Part 200;
- g) Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

47. ACCESS TO RECORDS

The Government of Puerto Rico, the PRDOH, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the SUBRECIPIENT which are related to this SRA, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

48. RECORD RETENTION AND TRANSMISSION OF RECORDS TO THE PRDOH

The SUBRECIPIENT shall retain all official records on programs and individual activities 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 applies 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. (See 2 C.F.R. § 200.334 and 24 C.F.R. § 570.490(d).)

Records shall be made available to PRDOH upon request.

49. CLIENT DATA AND OTHER SENSITIVE INFORMATION

In the event that the SUBRECIPIENT comes to possess client data and other sensitive information as a result of this SRA, 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.

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

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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 Personally Identifiable Information, Confidentiality, and Nondisclosure Policy*, as found in the CDBG-DR Website (<https://cdbg-dr.pr.gov/en/download/personally-identifiable-information-confidentiality-and-nondisclosure-policy/>), which is herein included and made integral part of this SRA, as it may be updated from time to time.

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).

50. CLOSE-OUT

SUBRECIPIENT shall comply with the provisions of 2 C.F.R. § 200.344. The SUBRECIPIENT's obligation to PRDOH shall not end until all close-out requirements are completed. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the PRDOH), properly addressing Program Income (as that term is defined in section V(A)(19)(a) of the HUD Notice 84 Fed. Reg. 45838, 45858 (August 30, 2019, as may be amended by HUD)), balances, and accounts receivable to the PRDOH), determining the custodianship of records, and the SUBRECIPIENT certification of compliance with the terms of this SRA. Notwithstanding the foregoing, the terms of this SRA shall remain in effect during any period that the SUBRECIPIENT has control over CDBG-MIT funds, including Program Income.

Notwithstanding the terms of 2 C.F.R. § 200.343, upon the expiration of this SRA, the SUBRECIPIENT shall transfer to the recipient any CDBG-MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-MIT funds, further, any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the SUBRECIPIENT in the form of a loan) shall be treated in accordance with 24 C.F.R. § 570.503(b)(7).

51. AUDITS AND INSPECTIONS

All SUBRECIPIENT records with respect to any matters covered by this SRA 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 SUBRECIPIENT to comply with the above audit requirements shall constitute a violation of this SRA and may result in the withholding of future payments and/or termination.

52. SINGLE AUDIT

The SUBRECIPIENT must be audited as required by 2 C.F.R. Part 200, subpart F, when the SUBRECIPIENT's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. § 200.501 - Audit requirements. Once said threshold is reached or exceeded, the SUBRECIPIENT shall notify the PRDOH

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and shall report that event in the corresponding monthly progress report, as provided in Part VI - Performance, Monitoring, and Reporting, Subpart B (Reporting) of this SRA.

The SUBRECIPIENT shall procure or otherwise arrange for the audit to be conducted for that year, as required in 2 C.F.R. § 200.501(a)-(b); moreover, that it is properly performed and submitted when due in accordance with provisions that include but are not limited to those set forth in 2 C.F.R. § 200.512 - Report submission, as stated in 2 C.F.R. § 200.508(a) – Auditee responsibilities.

Among other relevant provisions, the SUBRECIPIENT shall comply with: (a) the Electronic submission of data and reports to the Federal Audit Clearinghouse (**FAC**) (2 C.F.R. § 200.512(d)) and; (b) ensuring that reports do not include protected personally identifiable information as set forth in 2 C.F.R. § 200.512(a)(2)).

53. INSPECTIONS AND MONITORING

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.

54. CORRECTIVE ACTIONS

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. A timely and appropriate action shall be predicated on reasonable standard wherein the SUBRECIPIENT utilizes all available resources to correct the noted issue or issues. In response to audit deficiencies or other findings of noncompliance with this SRA, the PRDOH may impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

55. PROCUREMENT AND CONTRACTOR OVERSIGHT

The SUBRECIPIENT shall ensure that every process of procurement of goods and services comply with federal procurement rules and regulations found in 2 C.F.R. § 200.318 through § 200.327, procurement requirements that include, but are not limited to: (a) providing full and open competition; (b) following required steps to ensure the use of small and minority businesses, women's business enterprises, and labor surplus area firms when possible; (c) performing a cost or price analysis; (d) evaluating and documenting contractor's integrity, compliance with public policy, record of past performance, and financial and technical resources; (e) ensuring that the contractor has not been suspended or debarred; (f) prohibiting the use of statutorily or administratively imposed state, local, or tribal geographic preferences in evaluating bids or proposal; (g) excluding contractors that may have an unfair competitive advantage, and; (h) maintaining records to detail the history of procurement considerations. PRDOH must obtain and maintain records to document how the procurement performed by the SUBRECIPIENT complied with the aforementioned federal procurement rules and regulations, as amended from time to time.

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In regard to the provisions of the Procurement Manual for CDBG-DR/MIT Programs, as found in the CDBG-MIT Website (<https://cdbg-dr.pr.gov/en/download/procurement-manual-cdbg-dr-program/>) which is herein incorporated by reference and made an integral part of this Agreement, as it may be updated from time to time, the SUBRECIPIENT shall comply with the provisions related to: minority, women, small, and Section 3 business participation; low and very low-income persons or firms participation.

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 this 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.

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

The SUBRECIPIENT shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or Agreement, as applicable, its contractors perform according to the terms and conditions of the procured contracts or Agreements, and the terms and conditions of this Agreement.

56. NONDISCRIMINATION

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). Section 109 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.

The SUBRECIPIENT shall adhere to the prohibitions against discrimination on the basis of 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 Housing and Community Development Act of 1974 makes these requirements applicable to programs or activities funded in whole or in part with CDBG-MIT 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.

The SUBRECIPIENT shall ensure that all CDBG-MIT 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 as found in

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the CDBG-DR website: <https://cdbg-dr.pr.gov/en/download/fair-housing-and-equal-opportunity-fheo-policy-for-cdbg-dr-programs/>.

57. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT

The SUBRECIPIENT shall ensure that its Activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act.

The Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 C.F.R. § 40.2 or the definition of "building" as defined in 41 C.F.R. § 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 C.F.R. Part 40 for residential structures, and appendix A to 41 C.F.R. Part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. § 12131; 47 U.S.C. § 155, 201, 218 and 225) (**ADA**) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

The 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. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

58. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (24 C.F.R. PART 1)

1) General Compliance:

The SUBRECIPIENT shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended and 24 C.F.R. § 570.601 and §570.602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this SRA. The specific nondiscrimination provisions at 24 C.F.R. § 1.4 apply to the use of these funds. The SUBRECIPIENT shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 C.F.R. Part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 C.F.R. Part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of

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2 C.F.R. Part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

2) Assurances and Real Property Covenants:

As a condition to the approval of this SRA and the extension of any Federal financial assistance, the SUBRECIPIENT assures that the program or activities described in this SRA shall be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided shall be operated and administered in compliance with all requirements imposed by or pursuant to this Part 1.

If the Federal financial assistance under this SRA is to provide or is in the form of personal property or real property or interest therein or structures thereon, the SUBRECIPIENT's assurance herein shall obligate the SUBRECIPIENT or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the SUBRECIPIENT for the period during which Federal financial assistance is extended pursuant to the contract or application.

This assurance gives the PRDOH and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this SRA or acquired with CDBG-MIT funds and provided to the SUBRECIPIENT under this SRA, the instrument effecting any disposition by the SUBRECIPIENT of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If the SUBRECIPIENT receives real property interests or funds or for the acquisition of real property interests under this SRA, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

3) Women- and Minority-Owned Businesses (W/MBE)

The SUBRECIPIENT shall take the affirmative steps listed in 2 C.F.R. § 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the SUBRECIPIENT procures property or services under this SRA. As used in this SRA, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their

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status as minority and female business enterprises in lieu of an independent investigation.

In compliance with the Minority and Women-Owned Business Enterprise Policy (M/WBE Policy), the SUBRECIPIENT shall complete a utilization plan to identify how they plan on successfully achieving the contracting goals for MBE and WBE's. SUBRECIPIENT shall also complete quarterly reporting to provide information on contracting opportunities and payouts provided to WBE or MBE contractors or subcontractors. SUBRECIPIENT shall also document their efforts and submit those to PRDOH on a quarterly basis. See the M/WBE Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov) which is herein included and made integral part of this SRA, as it may be updated from time to time.

4) Notifications

The 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 hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

59. LABOR STANDARDS

The 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 this SRA 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. Part 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.

The SUBRECIPIENT agrees to comply with the (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.

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; or nepotism activities.

60. CONDUCT

a) Contracts

- 1) Monitoring: As applicable, 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

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documented evidence of follow-up actions taken to correct areas of noncompliance.

- 2) Content: The SUBRECIPIENT shall cause all of the provisions of this contract in its entirety to be included in and made a part of any contract executed in the performance of this SRA, as applicable.
- 3) Selection Process: The SUBRECIPIENT shall ensure that all contracts awarded after the execution of this SRA and in the performance of such, follow the procurement policies and procedures described in paragraph 55 (Procurement and Contractor Oversight) of this Exhibit.
- 4) Notification: The SUBRECIPIENT shall notify and provide a copy of any and all contracts related to this SRA and CDBG-MIT funds to the Contract Administration Area of the PRDOH CDBG-MIT Legal Division within **three (3) days** of its execution.

b) Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 2 C.F.R. Part 200, as applicable, and 24 C.F.R. § 570.611, which include (but are not limited to) the following:

- 1) It is presumed that the SUBRECIPIENT is subject to state and local ethic laws and regulations related to the conduct of its officers, employees or agents engaged in the award and administration of this SRA.
- 2) In the event the SUBRECIPIENT is not, the SUBRECIPIENT shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of this SRA. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or Parties to sub Agreements. However, recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.
- 3) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-MIT assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the CDBG-MIT assisted activity, or with respect to the proceeds from the CDBG-MIT assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of **two (2) years** thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the PRDOH, the SUBRECIPIENT, or any designated public agency.

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- 4) Clause of Governmental Ethics Certification of Absence of Conflict of Interests - The SUBRECIPIENT certifies that: (1) No public servant of the PRDOH has pecuniary interest in this contract. (2) No public servant of the PRDOH has solicited or accepted, directly or indirectly, for him (her), for any member of his family unit or for any other person, gifts, allowances, favors, services, donations loans or any other thing of monetary value. (3) No public servant of the PRDOH related to this transaction, asked for or accepted any good of economic value, from any person or organization as payment for the duties and responsibilities of his employment. (4) No public servant of the PRDOH has solicited, directly or indirectly, for him (her), any member of his family unit, neither for any other person, business or organization, any good of economic value, including gifts, loans, promises, favors or services in exchange for his(her) obligations and performance of said public employment, to influence or favor any organization. (5) No public servant of the PRDOH has kinship relationship, within the fourth degree of consanguinity and second by affinity, with nobody in public employment that has faculty to influence and to participate in the institutional decisions of this SRA.

61. CITIZEN GRIEVANCES

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

62. TECHNICAL ASSISTANCE AND TRAININGS

The SUBRECIPIENT shall attend any and all technical assistance and/or trainings that the PRDOH requires from time to time at its discretion. Failure to attend may be considered as cause for termination.

63. DISASTER RELIEF ACCOUNT

Pursuant to Federal Register Vol. 85, No. 17, 85 FR 4681 (January 27, 2020), PRDOH must comply with an additional requirement imposed by an Order of October 26, 2017, granted by the United States District Court for the District of Puerto Rico, as may be amended from time to time. As required by the Order, grant funds or disaster relief funds received by the Commonwealth of Puerto Rico or other Non-Federal Entities (as defined by 2 C.F.R. § 200.69) shall be deposited solely into a Disaster Relief Account.

As a result thereof, under the terms of the beforementioned Court order and under the conditions of this SRA, any and all CDBG-DR/MIT funds subawarded by PRDOH to its SUBRECIPIENTS shall be deposited into a new, separate, non-co-mingled, unencumbered account held in the name of the SUBRECIPIENT. The funds shall be used solely for eligible activities. Further, the SUBRECIPIENT shall provide and make available to PRDOH any and all documentation related to such account.

64. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT (URA)

Every project funded in part or in full by CDBG-MIT funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 et seq., and

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section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by HUD. The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. PRDOH has also established the Uniform Relocation Assistance Guide & Residential Anti-Displacement and Relocation Assistance Plan (URA & ADP Guide) which provides guidance and requirements regarding URA compliance and minimizing displacement that are applicable to all CDBG-DR/MIT programs. The primary purpose of these laws and regulations is 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/MIT 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-MIT funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-MIT funds to complete the project or an interdependent phase of the project. Subrecipients are responsible for ensuring URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

65. ADDITIONAL SPECIFIC CONDITIONS

Notwithstanding the special conditions established in this SRA and its exhibits, in accordance with 2 C.F.R. § 200.208, PRDOH reserves the right and authority to impose additional specific conditions under any of the following circumstances:

- a) At the PRDOH's sole discretion when PRDOH finds that SUBRECIPIENT has a history of failure to comply with the general or specific terms and conditions applicable to the CDBG-DR and/or CDBG-MIT funds allocated under this or previous SRAs.
- b) When SUBRECIPIENT fails to meet expected performance goals under this SRA.
- c) When SUBRECIPIENT poses an increased risk for noncompliance based on factors including, but not limited to, financial stability, quality of management systems, history of performance under Federal awards, history of timeliness under Federal awards, history of conformance with terms and conditions of previous federal awards, and reports and findings from audits.
- d) When, in the PRDOH's sole discretion, such conditions are necessary to ensure timely and compliant performance under the CDBG-MIT Program.

Such additional specific conditions may include but are not limited to, withholding of authority to proceed to the next phase of an otherwise eligible Project, requiring additional detailed financial reports, requiring additional project monitoring, requiring the SUBRECIPIENT to obtain technical or management assistance, establishing additional prior approvals, or any other condition PRDOH deems reasonable and necessary to safeguard Federal funds or the PRDOH's interests.

Notice of additional specific conditions shall include, but not be limited to, the nature of the additional requirements, the reason why the additional requirements are being imposed, the nature of the action needed to remove the additional requirement (if applicable), and the time allowed for completion of the actions (if applicable).

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66. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (OSH ACT)

The SUBRECIPIENT shall comply with the Occupational Safety and Health Act of 1970 (OSH Act) as supplemented by the Department of Labor regulations. This Act created the Occupational Safety and Health Administration (OSHA). OSHA sets and enforces protective standards of safety and health in the workplace. Under the OSH Act, employers have a responsibility to provide a safe workplace. Employers must comply with the 29 CFR 1910 General Obligations Clause of the OSH Act. This clause requires employers to maintain their workplaces free from serious recognized hazards. This includes the adoption of safety and health guidelines and the subsequent training of the employer's workforce in these.

Subrecipient whose Scope of Work includes construction activities must comply with the General Clauses, and also with provisions of 29 CFR 1926 "Construction Health and Safety Regulations". It shall be a condition of any contract for construction, alteration and/or repair, including painting and decorating, that no contractor or subcontractor for any part of the contract work shall require any worker or mechanic employed in the performance of the contract to work in an environment or in unhealthy, hazardous or dangerous working conditions to their health or safety.

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EXHIBIT G

SPECIAL CONDITIONS

ANALYTIC SUPPORT FOR PUERTO RICO DISASTER RECOVERY PLANNING PROJECT

THE RAND CORPORATION

1. Attend Training Curriculum:

Within **ninety (90) days** after this SRA is executed, Subrecipient shall participate in capacity-building activities directed at the development and implementation of effective internal controls of federal awards to ensure that the entity can manage federal awards in compliance with federal statutes and regulations. Subrecipient must complete the PRDOH Core Curriculum through its Learning Management System.

2. Needs Assessment:

Within **ninety (90) days** after this SRA is executed, Subrecipient shall participate in a Needs Assessment with PRDOH Staff and/or a PRDOH Technical Assistance Provider (**TAP**) and shall complete the recommendations resulting from the Needs Assessment to improve organizational capacity.

3. Staffing and Training Plan:

Within **ninety (90) days** after this SRA is executed, Subrecipient shall develop or update a staffing and training plan that identifies specific personnel responsible for implementation and compliance of key requirements, including citizen complaints, financial management, internal controls, procurement, monitoring, and CDBG-DR specific requirements (e.g., national objective) and submit the plan to the Program POC and Subrecipient Management Unit.

4. Policies and Procedures:

Within **ninety (90) days** after this SRA is executed, the Subrecipient shall develop, update, and implement all policies and procedures in compliance with PRDOH CDBG-DR policies and state and federal regulations.

In addition, the Subrecipient shall develop, update, and implement policies and procedures for all systems in place for tracking: finance, human resources, timekeeping, assets, and inventory (if applicable). Also, ensure to have policies and procedures that guarantee the security and privacy of systems including Personally Identifiable Information (PII).

5. Organizational Chart:

Within **Ninety (90) days** after this SRA is executed the Subrecipient shall submit to the PRDOH CDBG-DR Program an updated organizational chart for offices and divisions of the Subrecipient participating in the implementation and management of the CDBG-DR awarded funds, that clearly demonstrate appropriate segregation of duties in compliance with the Standards for Internal Control in the Federal Government established by the **GAO**, and in compliance with 2 C.F.R. § 200.303. Furthermore, the organizational chart shall also include the position, title, and employee's name, clearly establishing the segregation of duties, including the finance division.

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EXHIBIT H

SUBROGATION AND ASSIGNMENT PROVISIONS ANALYTIC SUPPORT FOR PUERTO RICO DISASTER RECOVERY PLANNING PROJECT THE RAND CORPORATION

1. General Provisions.

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

2. Subrogation and Assignment Relating to Funds Received from the Puerto Rico Department of Housing – Analytic Support for Puerto Rico Disaster Recovery Planning Project.

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

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reimbursement and all payments received or subsequently received from any grant, loan, insurance policy, or policies of any type (each individually, a "**Policy**" and collectively, the "**Policies**"), or under any subsidy, reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("**FEMA**"), insurance payments, or any other federal, state or local government agency (each, individually, a "**Disaster Program**" and collectively, the "**Disaster Programs**") to the extent of all Grant Proceeds paid or to be paid under the Program and that are determined, in the sole discretion of PRDOH or its designated agent, to be a duplication of benefits ("**DOB**"). Any payments referred to in this paragraph, whether they are from Policies, FEMA, or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "**Proceeds**"; any Proceeds that are determined to be a DOB shall be referred to herein as "**DOB Proceeds**".

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

3. Cooperation and Further Documentation.

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

and/or any rights thereunder. Subrecipient further agrees to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the PRDOH to consummate and make effective the purposes of these provisions.

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

4. Agreement to Turn Over Proceeds; Future Reassignment.

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

Proceeds to PRDOH. PRDOH shall also return to the Subrecipient any Subsequent Proceeds in excess of the Subsequent DOB Proceeds.

(iv) If the PRDOH determines that Subrecipient does not qualify to participate in the Program or the Subrecipient decides not to participate in the Program, PRDOH shall return the Subsequent Proceeds to Subrecipient, and the Agreement shall terminate.

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

5. Miscellaneous.

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

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- h) Subrecipient acknowledges that they have been informed and understand the penalties for making a materially false or misleading statement to obtain CDBG-DR funds under the Program or any other of the PRDOH's Programs.

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END OF DOCUMENT



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EXHIBIT I

NON-CONFLICT OF INTEREST CERTIFICATION

ANALYTIC SUPPORT FOR PUERTO RICO DISASTER RECOVERY

PLANNING PROJECT

THE RAND CORPORATION

The Subrecipient certifies that to the best of its knowledge:

1. No public servant of this executive agency has a pecuniary interest in this agreement, contract, purchase, or commercial transaction.
2. No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value.
3. No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment.
4. No public servant has requested from me, directly or indirectly, for him (her), for any member of his or her family unit, or for any other person, business, or entity, something of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity.
5. I have no kinship relationship, within the fourth degree of consanguinity and second of affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

"I hereby certify under penalty of perjury that the foregoing is complete, true, and correct."

Linda F. Duffy

Signature

Linda F. Duffy

Printed Name

August 22, 2023

Date

Director, Contracts, Grants
and Procurement

Position



INSURANCE REQUIREMENTS
SUB-RECIPIENT AGREEMENT- THE RAND CORPORATION
Analytical Support Services for PR Disaster Recovery
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing

SPECIAL INSURANCE AND BONDING SPECIFICATIONS

A. The successful **subrecipient**, before the **Contract execution**, must submit to the **Puerto Rico Department of Housing (*PRDOH)** the hereafter mentioned certificates of insurance policies and/or bonds including all endorsements and agreements required under the special contractual conditions, in form satisfactory to ***PRDOH**, as provided in detail in this Insurance Requirements as per the following:

1. (X) State Insurance Fund Workers' Compensation Insurance Policy

In accordance with the Worker's Compensation Act No. 45, the successful **subrecipient**, shall provide Worker's Compensation Insurance. The successful **subrecipient**, shall furnish the ***PRDOH** the certificate from the State Insurance Fund Corporation (Spanish Acronym, CFSE).

2. (X) Commercial General Liability (Special Form) with LOC Classification that must include and a brief description of operations to be realized detail in all the Certificates of Insurance and including the following insurance limits and Coverages

COVERAGE	LIMIT
I. Commercial General Liability:	
• Each Occurrence	\$2,000,000
• General Aggregate	\$2,000,000
• Products & Complete Operations	\$2,000,000
• Personal Injury & Advertising	\$2,000,000
• Fire Damage	\$100,000 (Any one Fire)
• Medical Expense	\$10,000 (Any one person)
II. Employer's Liability Stop Gap:	
• Bodily Injury by Accident Each Employee Each Accident	\$2,000,000 \$2,000,000
• Bodily Injury by Disease Each Employee Each Accident	\$2,000,000 \$2,000,000



INSURANCE REQUIREMENTS
SUB-RECIPIENT AGREEMENT- THE RAND CORPORATION
Analytical Support Services for PR Disaster Recovery
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing

SPECIAL INSURANCE AND BONDING SPECIFICATIONS

3. (X) Comprehensive Automobile Liability Form including the following insurance coverages

LIMIT	
• Auto Liability -	\$2,000,000
• Physical Damages -	\$2,000,000
• Medical Payments -	\$ 10,000
The Commercial Auto cover must be applied to the following symbols:	
• Liability Coverage -1	
• Physical Damages – 2 and 8	
• Hired – Borrowed Auto – 8	
• Non-Owned Auto Liability – 9	

4. (X) Professional Liability &/or Errors & Omissions Policy

(X) *Professional Liability for all the professional services related to the project.*

(X) A. Risk, interest, location and limits

(X) A.1 Description of work to be done

(X) A.2 Limit:

(X) each occurrence	\$1,000,000
(X) Aggregate	\$1,000,000
(X) Deductible	\$ 10,000

(X) A.3 Certification that the insurance contract has been given as surplus lines coverage under the Commonwealth of Puerto Rico Insurance Code, when applicable.

5. (X) Umbrella

Limit - \$10,000,000

6. (X) The policies to be obtained must contain the following endorsements including as additional insured the **Puerto Rico Department of Housing (*PRDOH)**, **U.S. Department of Housing and Urban Development (HUD)**, and the **Government of Puerto Rico**.



INSURANCE REQUIREMENTS
SUB-RECIPIENT AGREEMENT- THE RAND CORPORATION
Analytical Support Services for PR Disaster Recovery
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing

SPECIAL INSURANCE AND BONDING SPECIFICATIONS

- (X) a. Breach of warranty
- (X) b. Waiver and / or Release of Subrogation
- (X) c. Additional Insured Clause
- (X) d. Hold Harmless Agreement
- (X) e. 30 Days Cancellation Clause

B. IMPORTANT NOTICE TO INSURANCE AND SURETY COMPANIES AND THEIR REPRESENTATIVES

All insurance companies and all guarantors who issue policies or bonds under our special contractual conditions are subject to:

1. Be authorized to do business within the **Commonwealth of Puerto Rico** and have the corresponding **license issued by the Commissioner of Insurance**.
2. To be enjoying a good economic situation and classified under the Category of **B+ by the AM Best Rating Guide**.
3. Submit to the ***PRDOH** a written certification as evidence of full payment of premiums by the Contractor. Mention each risk coverage premium separately.
4. Avoid sub-contractual obligations of premium financing or any other kind, which may be detrimental to the public interest.
5. Avoid any request for cancellation by the contractor prior to the expiration date of the policy, without the consent of the Contract Division of the ***PRDOH**: Discuss any refund of unearned premium.
6. Follow all Federal Bail and Acceptance Insurance Regulations, when applicable.
7. Indicate in the appropriate place of all insurance policies and/or bonds, **the full description of the project, work or service to be rendered**.
8. Not to make any **Endorsement** to insurance policies and bonds issued under the special conditions mentioned above, unless approved by the Insurance Section of the ***PRDOH**. To ensure that all insurance policies or bonds are issued to comply with all of our special insurance conditions with



INSURANCE REQUIREMENTS
SUB-RECIPIENT AGREEMENT- THE RAND CORPORATION
Analytical Support Services for PR Disaster Recovery
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing

SPECIAL INSURANCE AND BONDING SPECIFICATIONS

respect to the period of coverage, type of risk coverage, as well as all limits, as specified,

9. Clarify any questions regarding insurance requirements by any means of communication with the Insurance Section of the ***PRDOH** under the Secretary for Legal Affairs.
10. The Contractor shall, throughout the performance of Work under the Contract and until the Final Acceptance of the Program, maintain current, and in effect all the required insurance, except the Builder's Risk, which shall terminate on the date of substantial completion.
11. Insurance coverage in the minimum limit amounts set forth herein shall not be construed to release the Contractor from liability in excess of such coverage limit. Contractor must give thirty (30) calendar days written notice to PRDOH before any policy coverage is change, canceled or not renewed and shall cause the insurance carrier to do the same.

C. EVIDENCE OF INSURANCE COVERAGE OF EACH SUBCONTRACTOR TO BE SUBMITTED BY THE SUCCESSFUL BIDDER AS THE PRIME CONTRACTOR:

The successful **subrecipient**, as the prime contractor, has the duty to require each of the subcontractors to maintain in force all insurance policies and/or bonds necessary to cover their individual participation in the risk or risks related to the subcontracted work or service to be rendered.

Therefore, prior to commencing work or receiving written notice to proceed with such work, the successful prime contractor has the responsibility to provide the ***PRDOH** with all the **certificates of insurance and/or bonds required** under the Special conditions approved by the Insurance Section of the ***PRDOH**. All insurance policies shall remain in effect for the entire contractual period.

In case of any **change order** and/or amendment resulting in alteration of the original project completion date or total original cost, the prime contractor shall take the necessary steps to request the insurer to include such changes in all related insurance policies and/or bond and to submit evidence by appropriate endorsements with effective dates. Cancellations without consent are not accepted.



INSURANCE REQUIREMENTS
SUB-RECIPIENT AGREEMENT- THE RAND CORPORATION
Analytical Support Services for PR Disaster Recovery
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing

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SPECIAL INSURANCE AND BONDING SPECIFICATIONS

The *PRDOH reserves the right to stop any work or service under contract until the breach of these requirements has been remedied, so that any delay in the performance of the contract based on any breach of the insurance coverage requirements shall be deemed the sole responsibility of the Main Contractor.

D. CONFLICT OR DIFFERENCE BETWEEN THE SPECIFICATIONS OF THE TENDERING, PROCEDURE AND SPECIAL INSURANCE CONDITIONS AND BONDS

In the event of any conflict or difference in the description of coverage or amount or limits, etc., with respect to insurance requirements, the "**Special Conditions of Insurance and Bonds**" as set forth in this **Insurance Requirements** shall prevail over any other insurance specifications.

***PRDOH reserves the right to modify any Insurance Requirements at any time, in accordance with the Program's needs.**

E. CERTIFICATE OF CONTRACT DIVISION

We hereby certify, to our best knowledge and understanding, that we have prepared the aforementioned "**Insurance and Bonds Special Conditions**" after a proper evaluation of the related risks, based on the information of the nature of the project and description submitted to us, as requested by the Contracting Program through a written application.

SUB-RECIPIENT AGREEMENT

Analytical Support Services for PR Disaster Recovery
THE RAND CORPORATION
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing

April 12, 2023

Date

Sonia Damaris Rodríguez

Sonia Damaris Rodríguez
Insurance Specialist
CDBG-DR Program