

#14.231

SUBAWARD AGREEMENT**Office of Temporary and Disability Assistance Emergency Solutions Grant- COVID-19 Funds
Albany County Department of Social Services****Emergency Shelter**

This Subrecipient Agreement is entered into by CARES of NY, Inc. (hereinafter referred to as “CARES”) and Albany County Department of Social Services (hereinafter referred to as “Subrecipient”) a(n) Albany County municipal department.

WITNESSETH:

WHEREAS, CARES has entered into an agreement with the Office of Temporary and Disability Assistance (OTDA) as the recipient of a grant pursuant to the Emergency Solutions Grant (ESG) Program, as authorized by Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378), as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (the “HEARTH Act) CFDA-14.231,

WHEREAS, the Office of Temporary and Disability Assistance (OTDA) has awarded Emergency Solutions Grant-COVID 19 (ESG-CV) Program grant funding to CARES for the purpose of 1) preventing, preparing for, and responding to COVID-19; 2) the rehabilitation or conversion of buildings for use as emergency shelter for the homeless, 3) the payment of certain expenses related to operating emergency shelters, 4) essential services related to emergency shelters and street outreach for the homeless, and 5) homelessness prevention and rapid re-housing;

WHEREAS, the County has determined it in the best interest to grant subawards to Subrecipients for the implementation and administration of the Program Grant.

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements contained herein, the parties mutually agree as follows:

SECTION I: Scope of Services**A. Activity Description**

Subrecipient shall provide specified services in compliance with the Emergency Solutions Grant (ESG) Program rules and regulations as specified in Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378), as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (the “HEARTH Act) CFDA-14.231 and considering that some regulations are superseded by the ESG-CV notice that came out on 9/1/2020. The specific services to be provided by the Subrecipient are detailed in Attachment A. Scope of Services.

B. Work Schedule

Subrecipient is responsible for providing specified services to the number of participants identified in the Scope of Services.

C. Records and Reports

Subrecipient shall maintain financial and client files and shall make available for review by CARES of NY, Inc., OTDA, and HUD, the following:

Program Participant-level Documentation

1. Program participant information as required by program regulations must be maintained, which may include verification of income and homelessness; occupancy/rental agreement; rent subsidy calculation; rent reasonableness statement; certification of Housing Quality Standards of rental unit; case management/supportive services plan; supportive services delivery; annual assessment of need; and outcome documentation. The required program participant information must be obtained in accordance with 24 CFR PART 91, 24 CFR PART 576, 2 CFR PART 200, CPD-20-08 (Issued 9/1/2020), and the current HMIS Data Standards.
2. A listing of all financial assistance provided on behalf of participants, which may include payments made for security deposit, rent, damages, utilities, etc.

Program-level Documentation

1. A running tally of expenditures for all program participants. All expenses must be supported by source documentation.
2. Historical and statistical information on program participants, individually and by program, as required for inclusion in the CAPER for submittal to HUD.
3. Records of the types of services provided to program participants including case plans, individual service plans, etc.
4. During any fiscal year, the Subrecipient expends \$750,000 or more in federal awards (including awards received as Subrecipient), Subrecipient must comply with federal audit requirements contained in the Uniform Guidance, 2 CFR PART 200, including the preparation of an audit by an independent Certified Public Accountant in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501-7507, and with Generally Accepted Accounting Principles. If Subrecipient expends less than \$750,000 in federal awards during any fiscal year, it is exempt from federal audit requirements, but records must be available for review by CARES and appropriate officials of OTDA, the U.S. Government Accountability Office and the Comptroller General of the United States, and it must still have a financial audit performed for that year, if applicable, by an independent Certified Public Accountant. Subrecipient shall provide CARES with a copy of its most recent audited financial statements, federal Single Audit report, if applicable (including financial statements, schedule of expenditures of federal awards, schedule of findings and questioned costs, summary of prior audit findings and corrective action plan, if applicable) and management letter within thirty (30) days after execution of this Agreement and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

SECTION II: Term

The contract term is formally 6/3/2021 to 9/30/2022, but the services of the Subrecipient are to begin on or after 3/7/2020 and shall end on 9/30/2022. The compensation provided by this Agreement may be disbursed from 3/7/2020, the date that the county first began preparing, preventing, and responding to COVID-19. No funds shall be reimbursed for any service rendered or expense incurred beyond the term of this Agreement.

SECTION III: Compensation and Procedures

- A. Subject to the availability of funds, the Subrecipient will be compensated upon receipt of funds by CARES in accordance with 2 CFR PART 200.305. The Subrecipient shall receive payment for services provided in accordance with Attachment A Scope of Services.
- B. Quarterly, Subrecipient shall submit payment requests for expenses necessary to provide services as stated in Attachment A. Scope of Services.
- C. Payment requests shall include:

1. A completed current version of the CARES Claim Voucher; an expenditure report (grant disbursement report) detailing subaward costs incurred, subtotaled by eligible activity; and a cumulative tally of match.
 2. CARES may define additional documentation requirements for payment and may adjust requirements during the agreement term accordingly. CARES will inform Subrecipient in writing of any changes to documentation requirements. Documentation verifying expense(s) incurred and payment(s) made may include but are not limited to payroll records, invoices, time sheets, contracts, receipts, canceled checks, check registers, corresponding bank statements or other documentation as specified.
- D. Final payment requests are due within 30 days of the ending date of this Subaward unless directed otherwise by CARES.
- E. The maximum amount available for reimbursement of expenses under this Agreement shall be noted in Attachment A Scope of Services.
- F. CARES' review and/or approval of payment requests does not eliminate Subrecipient culpability for improper use of funds.
- G. OTDA may de-obligate all or a portion of the amounts approved for eligible activities if:
1. such amounts are not expended in a timely manner as defined by OTDA and HUD;
 2. the proposed activity for which funding was approved is not provided in accordance with this Agreement, and/or;
 3. a sanction is imposed upon the Subrecipient resulting from poor performance or noncompliance.

SECTION IV: Recordkeeping and Audit Requirements

Subrecipient shall comply with the recordkeeping and audit requirements set forth in the Federal Office of Management Budget Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards, and those audit requirements outlined in 2 CFR PART 200. Subrecipient must have financial systems that also conform to 24 CFR PART 200 requirements. Subrecipient is required to retain program records as outlined in 2 CFR PART 200.333 and 24 CFR PART 576.500. Subrecipient is required to provide access to program records as outlined in 2 CFR PART 200.336. Program records include all financial and programmatic records, supporting documents, and statistical records. Program records shall be retained during the Agreement term and for five years after the expiration or termination of this Agreement. Subrecipient shall comply with 2 CFR Part 200, requiring the keeping of accurate and complete financial records of any moneys expended in relation to the performance of the services pursuant to this Agreement according to generally accepted accounting principles.

SECTION V: Compliance with Laws, Regulations and Programs

A. Generally

Subrecipient, in the performance of services under this Agreement, shall comply with all applicable statutes, ordinances, regulations and rules of the Federal Government, the State of New York, and the County services take place in.

B. Federal Requirements

Subrecipient shall comply with all federal laws and regulations, including but not limited to the following:

1. All Emergency Solutions Grant Program regulations applicable to applicants, recipients, and other entities, contained in 24 CFR PARTS 91 and 576. General terms and conditions are maintained at www.eCFR Part.gov.
2. The Omni-Circular, 2 CFR PART 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

3. The Subrecipient shall comply with the provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) and the Lead-Based Poisoning Regulations (24 CFR PART 35) and all HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, as applicable. The Subrecipient shall also comply with NYS Regulations for Lead Poisoning Prevention and Control - NYCRR Title X, Part 67, and with OSHA's Lead in Construction Regulations and USEPA's and OEPA's hazardous waste rules. All lead hazard abatement work shall be supervised by a New York Licensed Lead Abatement Contractor/Supervisor. Such regulations pertain to all ESG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7) years of age. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted
4. The Subrecipient shall comply with the requirements of the Fair Housing Act, as amended, 42 U.S.C. 3601 et seq.
5. The Subrecipient shall comply with the requirements of Title VII of the Civil Rights Act of 1962, 42 U.S.C. 2000d et seq.
6. The Subrecipient shall comply with the Environmental Review requirements of 24 CFR part 50 and 24 CFR 58.

C. Minimum Wage

This Agreement is subject to N.Y. Lab, Law § 652 relating to minimum wage.

D. Conflict of Interest

Subrecipient must establish conflicts of interest policies as defined in 24 CFR 84.42. No officer, employee, or agent of the Subrecipient, nor any immediate family member, close business associate, or organization which employs or is about to employ any such person, shall have any real or perceived financial interest, direct or indirect, in this Agreement; and the Subrecipient shall take appropriate steps to assure compliance.

SECTION VI: Law to Govern

This Agreement is entered into in the State of New York. CARES and the Subrecipient agree that the law of the State of New York shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement except where the Federal Supremacy Clause requires otherwise.

SECTION VII: Severability

In the event that any provision of this Agreement is deemed invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to this Agreement shall attempt in good faith to reform this Agreement in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

SECTION VIII: Indemnification

Subrecipient shall indemnify, defend and save CARES, its agents and employees harmless from and against any and all losses, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of errors or omissions or negligent acts by Subrecipient including Subrecipient's employees and agents in the performance of this Agreement. Further, the Subrecipient will protect and save CARES from any obligations to reimburse HUD for disallowed costs requested by Subrecipient and paid for by CARES.

SECTION IX: Insurance and Additional Contract Requirements

A. Required Insurance

Subrecipient shall, at all times during the period in which this Agreement is in force, maintain and make available for review such insurance, of the type and with limits as set forth below:

1. Worker's Compensation Insurance (form C-105.2 or U-26) in accordance with the requirements of the applicable laws of the State of New York and Office of Temporary and Disability Assistance, 40 N Pearl St. Albany, NY 12207 listed as a certificate holder;
2. Disability Insurance (form DB-120.1) in accordance with the requirements of the applicable laws of the State of New York and Office of Temporary and Disability Assistance, 40 N Pearl St. Albany, NY 12207 listed as a certificate holder;
3. Employer's Liability Insurance with limits of \$500,000 or any amount required by applicable law, whichever is greater;
4. Commercial General Liability Insurance (including contractual liability, bodily injury and property damage combined, and personal injury), at a minimum of \$500,000 for each occurrence and \$1,000,000 (including umbrella coverage) in the aggregate;
5. Professional Liability Insurance (errors and omissions), at a minimum of \$500,000 for each claim and \$1,000,000 in aggregate. If such Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which Subrecipient commences services under the Agreement;
6. Fidelity Insurance for all persons handling funds under this Agreement, in an amount not less than 10% of the amount set forth in Section III of this Agreement, Compensation and Procedures. If such insurance or bond is cancelled or reduced, the Subrecipient shall notify CARES immediately and shall be ineligible for further funding until such coverage has been obtained.

A. Evidence of Insurance

All insurance required under Section IX(A) above is to be carried by the Subrecipient and available for review by CARES and shall be with a company or companies and on forms satisfactory to CARES, containing therein provisions requiring the insurance carrier to notify CARES at least thirty (30) days prior to any termination of, or material change to, the applicable insurance policy. Subrecipient shall provide notice to CARES of any cancellation or material change to any applicable insurance policy at least thirty (30) days prior to the effect of same. Such certificates shall indicate that Subrecipient is the primary named insured and, in addition, shall name CARES of NY, Inc. (and any other persons or entities required by the Fund or under the Grant Agreement) as additional insured under the coverage for Public Liability and Property Damage, for all activities arising from or related to performance of services hereunder. Subrecipient shall provide CARES a copy of insurance policies required hereunder upon request.

B. Additional Contract Requirements

1. Subrecipients must ensure their Charities Registration is current;

2. Subrecipients must complete a VendRep questionnaire and update the profile when requested by CARES or OTDA.

SECTION X: Assignability

Subrecipient will not assign any interest in this Agreement and shall not transfer any interest in the same, without the prior written consent of CARES and OTDA. If any interest is assigned or transferred, a subcontract with the entity receiving funds needs to be created at least detailing services to be performed and a budget.

SECTION XI: Amendments

Amendments to this Agreement must be in writing and executed by both parties.

SECTION XII: HMIS Participation

Subrecipient will record information for all program participants in the HMIS system designated by the Continuum of Care to comply with the HMIS requirements prescribed by HUD. Each funding stream and program component will have its own HMIS program unless the project already exists in HMIS.

SECTION XIII: Reporting

In addition to the reporting requirements in 2 CFR PART 200, Subpart D, the recipient must collect and report data on its use of Emergency Solutions Grant funds to CARES for the completion of an CAPER as well as in any additional reports as and when required by HUD or CARES.

SECTION XIV: Notices

Any notices required or permitted to be given hereunder shall be given via email and such notices shall be addressed to the Executive Director as follows and any other designated staff member assigned to the project:

| | |
|---------------------|--|
| If to CARES: | CARES of NY, Inc. 200 Henry Johnson Blvd, Suite 4 Albany, NY 12210 Attention: Kirstin Jones |
| If to Subrecipient: | Albany County Department of Social Services 162 Washington Ave. Albany, NY 12210 Attention: Michele McClave |

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery.

SECTION XV: Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and discussions with respect to this matter.

SECTION XVI: Suspension and Termination

Subrecipient or OTDA may suspend or terminate this Agreement for cause at any time. For the purposes of

this Agreement “cause” shall be deemed to include, without limitations, any breach or default of this Agreement by either party; commission of a criminal act or acts; action by the Subrecipient tending to injure the image or reputation of CARES or OTDA, disclosure of confidential information, theft, or dishonesty. This Agreement shall also be terminated if funding is unavailable for any reason. Either the Subrecipient or OTDA may terminate this Agreement without cause upon thirty (30) days written notice.

SECTION XVII: Non-Exclusive Agreement

This is a non-exclusive agreement. CARES may procure the same or similar services from other Subrecipients at any time before, during and after the term of this Agreement.

IN WITNESS WHEREOF, CARES and Subrecipient have executed this Agreement and agreed upon Scope of Services as of 6/3/2021.

CARES, INC.

By: _____
Nancy Harrington, Executive Director

Date: _____

COUNTY OF ALBANY

Date: _____

By: _____

Daniel P. McCoy
Albany County Executive
or
Daniel C. Lynch
Deputy County Executive

Attachment A Scope of Services

I. **General**

Subrecipient shall serve a minimum number of eligible households in accordance with the proposed applications for this funded project(s) (detailed below):

| Project Name | Project Component | Households Served |
|-------------------|-------------------|-------------------|
| NYS ESG-CV DSS ES | Emergency Shelter | 275 |

Description of the project and scope of work:

The program supports the homeless in managing their exposure or active COVID disease by assuring they have a safe and healthy place to stay away from others as well as food and case management to assist them in following quarantine or isolation orders. The program protects other homeless individuals in shelters by removing COVID+ or potentially COVID+ homeless from congregate shelters during their quarantine period. The ongoing requirement to maintain social distancing and to shelter COVID+ in hotels/motels for their isolation/quarantine period will continue to help reduce significant outbreaks in our homeless shelters especially in regards to additional COVID surges and alternate strains.

Homelessness is defined by the McKinney-Vento Homeless Assistance Act as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act) Section 103(a)(1)-(4) and further defined in the ESG-CV notice published by HUD on 9/1/2020. A homeless person with a disability is defined in The McKinney-Vento Homeless Assistance Act as amended by the HEARTH Act Subtitle A, General Provisions, Section 401 Definitions (g)(A).

Subrecipient shall provide services in compliance with the Emergency Solutions Grant Program rules and regulations as specified in 24 CFR PARTS 91 and 576 and the terms of this Agreement:

1. Follow Written Standards for providing Emergency Solutions Grant assistance developed by the Continuum of Care, including requirements set forth by 578.7(a)(9) and defined by Continuum of Care Committee and approved by governing Board.
2. Use the Coordinated Entry system established by the Continuum of Care as required by Subpart F 576.500(g);
3. Qualify persons for the project based on verification of disability, homelessness, etc., as applicable;
4. Ensure services are provided to project participants, including direct provision of services and referral/s to follow-up with other direct service providers to address health, education, training, employment, and family counseling needs, as appropriate;
5. Require, to the extent practicable, active participation of clients for continued eligibility in the project, and maintain records of all such services provided and outcomes of such services;
6. Provide certification to CARES that:
 - a. Subrecipient will maintain confidentiality of records pertaining to any individual or family provided family violence prevention or treatment services through the project;
 - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
 - c. Subrecipient will establish policies and practices consistent with, and do not restrict the exercise of rights provided by Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42

- U.S.C. 11371-11378), as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (the "HEARTH Act) CFDA-14-231, as amended, and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
- d. In the case of a project providing housing or services to families, Subrecipient will designate a staff person responsible for ensuring children served in the project are enrolled in school and connected to appropriate services in the community, including early childhood programs (e.g., HEAD Start), Part C of the Individuals with Disabilities Education Act, and Programs authorized under Subtitle B of Title VII of the Act;
 - e. Subrecipient will provide information, such as data and reports, as required by HUD and OTDA.
7. When applicable, take the educational needs of school-aged youth into account when participants are placed in housing and will, to the maximum extent practicable, place families with school-aged youth as close in proximity as possible to their school of origin so as not to disrupt such participants' education;
 8. Document that the units for which Rental Assistance is provided meet the standards of HUD HQS 982.401;
 9. Provide Rental Assistance only where the rent has been determined as reasonable initially and verified annually thereafter per 24 CFR PART 982.507;
 10. Initially verify participant income as up to 50 percent of Area Median Income for the area as determined by HUD and meets program participant income meets program participation requirements with 24 CFR 5.609 and record in the Homeless Management Information System (HMIS);
 11. Cause no displacement of other households through placement of project participants in rental units; and
 12. If any waiver(s) apply to a client, be sure to make a note of which waivers apply in the client's file.

II. Budget

The maximum amount available for reimbursement under this Agreement for the following project and its respective budget line items are noted as follows:

| | |
|---|-----------|
| Personnel | |
| 1. Salaries (list personnel and FTE amount for project) | \$25,360 |
| 2. Fringe Benefit (include percentage of salary, if applicable) | |
| 3. Other (i.e. consultant) | |
| PERSONNEL TOTAL | |
| Non-Personnel | |
| 1. Contractual Services (Services you are contracting out, e.g. cleaning services) | \$107,800 |
| 2. Travel (mileage, gas, etc. used for ESG-CV Project) | \$4,270 |
| 3. Equipment (PPE, purchased materials, supplies, etc.) | \$2,500 |
| 4. Space Property Rental (Space that is being rented by the agency for this project) | |
| 5. Utilities (Utility costs for agency attached to this project) | |
| 6. Operating Expenses (space insurance, maintenance, etc. attached to this project) | |
| 7. Other- Financial Assistance a. Rental Application fees b. Utility assistance c. Moving costs | |
| 8. Other- Rental Assistance a. Rent payments b. Rental arrears (not eligible during moratorium) c. Security deposits d. Last month's rent | |
| 9. Other (admin is not allowable) - a. Housing search and placement b. Housing stability case management c. Landlord-tenant mediation d. Tenant legal services e. Credit repair f. Landlord incentives g. Volunteer incentives h. Other | |
| NON-PERSONNEL TOTAL | |
| TOTAL COSTS | \$140,000 |

APPENDIX I: CCHMIS CONTRIBUTING HMIS ORGANIZATION AGREEMENT (ESG-CV)

Any Contributing Homeless Organization (CHO) participating in the CoC's HMIS is expected to adhere to the data quality standards as laid out in Article 12 (CCHMIS Data Quality Plan) of the CCHMIS Administration Manual. This includes baseline requirements for the following categories of data quality:

- Data Completeness (how many of the required data elements in the CCHMIS are completed for any given client)
- Data Timeliness (how long does it take for the data to be entered into the CCHMIS once it is collected from the client)
- Data Quality (how closely the data entered into the CCHMIS reflect the client's or project's reality)

Data is being entered into the CCHMIS for the following project(s):

| Project Name | Project Component | Funding Source |
|-------------------|-------------------|----------------|
| NYS ESG-CV DSS ES | Emergency Shelter | ESG-CV |

The above project(s) are required to abide by the following baseline requirements, as laid out in Article 12 (CCHMIS Data Quality Plan) of the CCHMIS Administration Manual:

| MEASURE OF DATA QUALITY | PROGRAM APPLICABILITY | CALCULATION | REQUIRED DATA QUALITY | | | |
|---|--|---|-----------------------|----------|----------|----------|
| | | | ES | SO | HP | RRH |
| Timeliness of Data Entry | Evaluated for all projects | Length of time between event occurrence and HMIS data entry | 48 hours | 48 hours | 48 hours | 48 hours |
| Universal Data Elements (missing/null) | Evaluated for all projects | % of records missing UDE (Each UDE is evaluated separately) | < 5% | < 5% | < 2% | < 2% |
| Program Specific Data Elements (missing/null) | Evaluated for all ESG-CV funded projects | % of records missing PSDE (Each PSDE is evaluated separately) | < 5% | < 5% | < 5% | < 5% |

Should this organization fail to uphold the data quality standards, this organization shall implement a correction plan with the CCHMIS team, as laid out in Article 11 (Noncompliance) of the CCHMIS Administration Manual. Failure to comply with a created Correction Plan could result in the following:

- Loss of user licenses
- Loss of access to the CCHMIS as an organization
- Report sent to Collaborative Applicant and any applicable CoC Subcommittees.

The responsibilities of this organization related to this Agreement include the following:

- Maintain a high level of HMIS data quality, using the baseline requirements as laid out in Article 12 (CCHMIS Data Quality Plan) of the CCHMIS Administration Manual, the Data Quality Plan is the baseline for meeting the expectation;
- Seek assistance from the HMIS Lead and/or CoC when there are questions about the CCHMIS and CCHMIS Data Quality;
- Be responsive to questions and requests from both the HMIS Lead and CoC related to CCHMIS data quality; and
- Inform the HMIS Lead and CoC when changes occur within this organization that specifically relate to the CCHMIS and/or CCHMIS data quality as laid out in Article 18 (CCHMIS Security Plan: Access Control), including but not limited to:
 - Inform the HMIS Lead when an existing CCHMIS user no longer needs access to the system, within 24 hours of no longer needing access;
 - Inform the HMIS Lead when a new CHRMIS user needs to receive training to gain access to the system;
 - Inform the HMIS Lead and CoC when an existing CCHMIS project ends, at least 21 days prior to the project's termination

The responsibilities of the HMIS Lead related to this Agreement include the following:

- Provide sufficient training, resources, materials, and follow-up to this organization and its CCHMIS users to ensure a high level of understanding related to entering data into the CCHMIS;
- Respond to the organization's questions and concerns related to the CCHMIS and CCHMIS data quality;
- Provide tools for this organization to monitor its own data quality; and

- Ensure this organization and its CCHMIS users understand the data entry requirements related to the specific projects this organization enters into the CCHMIS.

The responsibilities of the CoC related to this Agreement include the following:

- In conjunction with the HMIS Lead, ensure the subrecipient understands the Data Quality Plan and its importance;
- Ensure the HMIS Lead and this organization have sufficient resources to be as proactive in CCHMIS data quality monitoring as possible; and
- In conjunction with the HMIS Lead, determine the consequences for this organization should they fail to abide by this Agreement or a Correction Plan.

This Agreement is effective from the date of signature and will be in effect until this Agreement is updated or the organization is no longer participating in the CCHMIS.

CARES, INC.

By: _____
Nancy Harrington, Executive Director

Date: _____

COUNTY OF ALBANY

Date: _____

By: _____

Daniel P. McCoy
Albany County Executive
or
Daniel C. Lynch
Deputy County Executive

APPENDIX II: Defined Roles and Responsibilities

Office of Temporary and Disability Assistance (OTDA)

- Makes program and funding decisions;
- Makes payments to CARES after approving submitted vouchers;
- Approves or denies budget modifications; and
- Will monitor CARES and the subrecipients.

CARES of NY, Inc.

- Contracts with each approved agency;
- Executes drawdowns and disburses funding to subrecipients after receiving payment from OTDA;
- Monitors subrecipients for programmatic and fiscal compliance each year;
- Submits all required documentation/reporting to OTDA (e.g., CAPER, budget amendments, etc.);
- Tracks project spending to identify potential unspent funds available for repurposing during the OTDA Emergency Solutions Grant CARES Act Funding 2020;
- Notifies OTDA of any proposed budget modifications; and
- Facilitates ESGCV Advisory Committee.

Agencies funded through OTDA ESG-CV

- Enter into a legally binding grant agreement with CARES of NY, Inc. for the HUD awarded amount;
- Comply with all ESG-CV program requirements and budget obligations as per HUD regulations;
- Follow fiscal policies and procedures as outlined in Appendix III; and
- Allow CARES of NY, Inc. to monitor to ensure project compliance.

ESG-CV Advisory Committees

- Quarterly review of project spending in order to have community transparency and ensure the community meets HUD determined ESG-CV spending guidelines; and
- Review results of program and fiscal monitoring of ESG CV funded programs.

APPENDIX III: VOUCHER DETAILS

Voucher Process*

1. CARES will receive Excel Vouchers and PDF backups via email. Vouchers may be submitted on a rolling basis.
2. Each quarter has a submission deadline as follows: The 19th of January, April, July, and October.
3. Vouchers will be approved or denied within seven business days of submission. Denials have three business days to revise.
4. CARES will summarize approved vouchers into one document and submit within Grants Gateway each quarter.
5. Once OTDA transfers payment to CARES, CARES will electronically transfer funds to agency
 - a. A Wire Transfer Authorization Form will be sent to each agency separately.

*CARES of NY, Inc. reserves the right to adjust this process as required by OTDA or deemed otherwise necessary.

Budget Modifications

1. Agencies may request a Budget Modification Form from CARES if they are interested in editing their budget.
2. CARES will work with OTDA to have budget modifications approved
3. Once the new budget is approved by OTDA, CARES will send a revised voucher template to agency.
4. Any changes to discretionary expenses will be subject to MWBE goals by OTDA and will require additional review.

Recommended Backup to Include with Voucher

Acceptable Proof of Payment: Bank statement, screenshot of bank transactions clearly stating the bank name, or image of check with check number, date, amount, and name of payee.

Personnel

- Time sheets that certify time spent on grant
- Proof of payroll displaying rates, hours, and pay period
- Please define abbreviations

Fringe

- Proof of employer contributions (can be shown on payroll or general ledger)
- Copy of paid invoices

Contractual Services

- Invoice/receipt with contractor name, type of service, date of service, invoice number
- Proof of payment
- Signed contract, if applicable
- If multiple items are listed on invoice, please mark eligible items, type of service, and/or amount/percent of invoice

Travel

- Copy of the agency travel reimbursement form
- Proof of payment
- Proof of insurance, taxes, maintenance logs or invoices, purchasing, and/or leasing the vehicle
- Receipt of a program participant's travel on public transportation

Equipment

- Invoice/receipt
- Proof of payment
- PPE, cleaning, and hygiene supplies are eligible

- If multiple items are listed on invoice, please mark claimed items and amount/percent of invoice
- Please note if purchased from an MWBE

Space Property Rent

- Address of the agency/program, amount of rent paid, applicable dates, and landlord
- Proof of payment
- Agencies can voucher for space only used for the program. Ex: if 20% of office is for ES staff, divide square feet and rent costs

Utilities

- Address of the agency/program, the type of service, dates of service
- Proof of payment
- Eligible utility services are gas, electric, water, sewage, phone, and internet
- Must be directly tied to an ESG-CV project

Operating Expenses

- Name and address of the agency/program, the amount paid, service type, and receipts/invoices
- Proof of payment
- Maintenance, security, insurance, food, furnishings, and hotel/motel vouchers are eligible

Other- Financial Assistance

- Address of the tenant, amount paid, and type of deposit/fee
- Proof of payment
- Rental application fees, moving costs (like truck rental), and storage fees are eligible
- Utility assistance must include letter of termination from the utility provider and be a one-time fee, paid to utility companies

Other- Rental Assistance

- Copy of rents ledger
either/or
- Documentation of tenant initials/numeric identifier, landlord name, address of the tenant and landlord, amount of rent paid, dates of rent paid, check number, & lease/agreement signed by landlord
- Security deposits, rental arrears (when eviction moratorium is lifted), and last month's rent are eligible

Other

- New eligible expenses:
 - Temporary emergency shelters
 - Volunteer Incentives
 - Training of infectious disease
 - Landlord incentives require signed lease

Spending Timeline:

- 20% of contracted funds (including CV 1 and CV 2) must be spent by 9/30/2021 or that amount could be recaptured by OTDA
- 80% of contracted funds (including CV 1 and CV 2) must be spent by 3/31/2022 or that amount could be recaptured by OTDA