

County of Albany

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207



Meeting Agenda

Tuesday, July 27, 2021

5:30 PM

Harold L. Joyce Albany County Office Building
Room 730

Social Services Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. AUTHORIZING AGREEMENTS REGARDING THE 2021 SUMMER YOUTH EMPLOYMENT PROGRAM AND AMENDING THE 2021 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET
3. AUTHORIZING AGREEMENTS WITH VARIOUS AGENCIES REGARDING THE FACILITATION OF SERVICES ASSOCIATED WITH THE FAMILY FIRST PREVENTION SERVICES ACT
6. AUTHORIZING AN AGREEMENT AND AMENDING THE 2021 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET: SAFE SUMMER 2021
4. AUTHORIZING AN AGREEMENT WITH CARES, INC. REGARDING REIMBURSEMENT FOR HOMELESS SHELTER SERVICES DURING INCLEMENT WINTER WEATHER
5. AUTHORIZING AN AGREEMENT WITH CARES, INC. REGARDING REIMBURSEMENT FOR EMERGENCY HOMELESS SHELTER SERVICES FOR COVID INFECTED OR QUARANTINED HOMELESS INDIVIDUALS AND FAMILIES

County of Albany

*Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207*



Meeting Minutes

Tuesday, June 29, 2021

5:30 PM

**Harold L. Joyce Albany County Office Building
Room 730**

Social Services Committee

PREVIOUS BUSINESS:

Present: Legislator Samuel I. Fein, Legislator Frank J. Commisso, Merton D. Simpson, Mickey Cleary, Carolyn McLaughlin, Patrice Lockart, Jeff S. Perlee and Christopher H. Smith

Excused: Nathan L. Bruschi

1. APPROVING PREVIOUS MEETING MINUTES

A motion was made that the previous meeting minutes be approved. The motion carried by a unanimous vote.

CURRENT BUSINESS:**2. AUTHORIZING AN AGREEMENT REGARDING TRANSPORTATION FOR CHILDREN WITH SPECIAL NEEDS TO EDUCATION AND THERAPY PROGRAMS**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

3. AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING AND AMENDING THE 2021 DEPARTMENT OF SOCIAL SERVICES BUDGET

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

4. AUTHORIZING AN AGREEMENT WITH HOMELESS AND TRAVELERS AID SOCIETY REGARDING HOMELESS HOUSING EMERGENCY SERVICES

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

5. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION REGARDING THE 2021 SNAP PROCESS AND TECHNOLOGY IMPROVEMENT GRANT FOR THE IMPLEMENTATION OF A CENTRALIZED CALL CENTER

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET - SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

July 1, 2021

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for authorization to enter into a Memorandum of Agreement with the Albany County Department of Social Services for the administration of the 2021 Summer Youth Employment Program (SYEP) and with Cornell Cooperative Extension of Albany for their involvement in the 2021 SYEP for the period April 1, 2021-October 31, 2021. Additionally, approval is being sought to amend the 2021 Department for Children, Youth & Families adopted budget concerning these contractual agreements.

Under these agreements, the Department will receive \$45,000.00 in administrative funding for the SYEP of which \$15,000 will be used to support the contract with Cornell Cooperative Extension of Albany County.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Moira Manning, LCSW-R
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2572, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract Authorization and Budget Amendment for the Summer Youth Employment Program (SYEP)

Date: July 1, 2021
 Submitted By: Scott McNelis
 Department: Children, Youth and Families
 Title: Contract Administrator
 Phone: 7306
 Department Rep.
 Attending Meeting: Moira Manning, Commissioner

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel

File #: TMP-2572, Version: 1

- Personnel Non-Individual
 Revenue

Increase Account/Line No.: AA6119 03820
Source of Funds: State ODTA SYEP Funding
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
 Purchase (Equipment/Supplies)
 Lease (Equipment/Supplies)
 Requirements
 Professional Services
 Education/Training
 Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
 Release of Liability
 Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Albany County Dept. of Social Services
162 Washington Avenue
Albany NY 12210

Additional Parties (Names/addresses):

Cornell Cooperative Extension of Albany
24 Martin Road PO Box 497
Voorheesville NY 12186

Amount/Raise Schedule/Fee: \$45,000
Scope of Services: Administration of the Summer Youth Employment Program
Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No
Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: AA6119 03820
Revenue Amount: \$45,000

Appropriation Account and Line: AA6119 03820 44406 44046
Appropriation Amount: \$15,000 \$30,000

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: 100%
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term

Term: (Start and end date) April 1, 2021 - October 31, 2021
Length of Contract: 7 Months

Impact on Pending Litigation

Yes No
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 404-15, 274-16, 319-17, 307-18, 267-19, 342-20
Date of Adoption: 10/13/15, 7/11/16, 8/14/17, 7/9/18, 7/8/19, 10/13/20

Justification: (state briefly why legislative action is requested)

Please See Attached

The Department for Children, Youth and Families

Justification for a Memorandum of Agreement between the Department for Children, Youth, and Families and the Albany County Department for Social Services and an agreement between the Department for Children, Youth, and Families and Cornell Cooperative Extension of Albany County for the 2021 Summer Youth Employment Program

Since 2005, the Office of Temporary Disability and Assistance (OTDA) has administered the New York State Summer Youth Employment Program (SYEP) and has allocated funds to each district to provide summer employment opportunities for youth throughout the State. The total amount allocated to Albany County for SYEP 2021 is \$636,797.

Districts may opt to retain their allocation and use district mechanisms to operate the program, or may assign the funds to their local Workforce Development Board (WDB) to operate the program. Albany County has opted to assign the SYEP allocation to the WDB. Of the \$636,797 that has been allocated to Albany County, \$591,797 will be assigned to WDB. Over the years, the collaboration between the County and WDB in the facilitation of the SYEP has been a successful partnership.

The allocation for SYEP goes to the Department of Social Services (DSS). The coordination of the SYEP program is facilitated through the DCYF. The Department respectfully requests Legislative authorization to enter into a Memorandum of Agreement (MOA) with DSS in the amount of \$45,000, \$30,000 of which is to cover administrative costs associated with the facilitation of SYEP (which includes coordination of the application process, providing public relations, and preparing reports and other documents). The remaining \$15,000 is to establish an Agreement with Cornell Cooperative Extension to cover costs related to preparing program plans, monitoring programs and projects, preparing reports and other documents, as well as providing financial literacy workshops for youth participants.

The New York State SYEP is an important platform to introduce youth into the workforce, helping them to acquire skills that can be used to improve school performance and become responsible adults. Since many low-income youth face the prospect of a difficult transition into work or college, constructive workforce experiences can provide great benefits. In addition to the income it produces, experience in the workforce and interaction with working adults can help youth recognize the importance of educational achievement, and help expand their education and career goals.

The New York State SYEP provides youth from low income households (under the 200% of federal poverty guidelines) with employment opportunities during the summer months. To augment the work component of the SYEP, providers may include educational and/or career exploration activities which will better prepare youth as they continue their education and transition to the world of work. Allowable activities and services for the New York State SYEP include: work subsidies for youth (payment to employer or third party); education and training; and supportive services such as transportation, counseling, and incentive payments.

2021 New York State Summer Youth Employment Program
District Designation Form

On behalf of the Albany County Department of Social Services, I,
Michele G. McClave, as Commissioner of the Albany County

Department of Social Services, hereby instruct the Office of Temporary and Disability Assistance (OTDA) to disburse our 2021 New York State Summer Youth Employment Program (SYEP) allocation as detailed below. I certify that I have the legal authority to authorize the assignment of these funds. The funds dedicated to the operation of the 2021 New York State SYEP will be used in accordance with program and fiscal guidelines established by OTDA. For districts opting to assign all or a portion of their 2021 allocation to their Local Workforce Development Board (LWDB), districts will be held liable for funds not used in a manner consistent with the requirements of the New York State SYEP allocation or where funds are due from the LWDB.

- A. 2021 SYEP Allocation \$ 636,797
- B. Amount of Transfer to FFFS \$ 0
(optional) (must not exceed 11% of allocation, round down)
- C. Amount Dedicated to SYEP \$ 591,797*
(must be at least 89% of allocation)
- D. Amount Assigned to LWDB \$ 591,797*
(optional) (district must coordinate SYEP services with LWDB)

Completed by: 
Commissioner's Signature

Date: 5/28/21

*Please note: Albany County will retain a portion of the allocation (\$45,000) and reduce the amount assigned to WDB by this amount

APPROPRIATIONS

ACCOUNT	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
AA 6119 4 4406 000	Division for Youth	15,000.00	0		DCYF
AA 6119 4 4046 000	Fees for Services	30,000.00	0		DCYF
TOTAL APPROPRIATIONS		45,000.00	0		

ESTIMATED REVENUES

ACCOUNT	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
AA 6119 0 3820 000	Division for Youth	0	45,000.00		DCYF
TOTAL ESTIMATED REVENUES		0	45,000.00		
GRAND TOTALS		45,000.00	45,000.00		

RESOLUTION NO. 342**AUTHORIZING AGREEMENTS REGARDING THE 2020 SUMMER YOUTH EMPLOYMENT PROGRAM AND AMENDING THE 2020 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET**

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has indicated that NYS Office of Temporary Disability Assistance funding is available to the Department for the operation of the 2020 Summer Youth Employment Program in cooperation with Cornell Cooperative Extension, and

WHEREAS, The Commissioner has requested authorization to enter into an agreement with Albany County Department of Social Services (DSS) regarding the 2020 Summer Youth Employment Program in the amount of \$45,000 for the term commencing April 1, 2020 and ending October 31, 2020, and

WHEREAS, The Commissioner has also requested authorization to enter into an agreement with Cornell Cooperative Extension to cover costs related to preparing program plans, monitoring programs and projects, preparing reports and other documents, as well as providing financial literacy workshops for youth participants in the 2020 Summer Youth Employment Program in the amount of \$15,000 for the term commencing April 1, 2020 and ending October 31, 2020, and

WHEREAS, The Summer Youth Employment Program is intended to introduce youth into the workforce and to help them acquire skills that can be used to improve school performance and become responsible adults while recognizing the importance of establishing education and career goals, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Albany County Department of Social Services regarding the 2020 Summer Youth Employment Program in the amount of \$45,000 for the term commencing April 1, 2020 and ending October 31, 2020, and, be it further

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Cornell Cooperative Extension in the amount of \$15,000 in order to transfer appropriated funds from DSS to the Department of Children Youth and Families regarding the funding and administration of the 2020 Summer Youth Employment Program for the term commencing April 1, 2020 and ending October 31, 2020, and, be it further



COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
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COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

July 1, 2021

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for permission to enter into Contractual Agreements with Qualified Individual provider agencies approved by the NYS Office of Children and Family Services for the facilitation of services involved with the Family First Prevention Services Act

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Moira Manning, LCSW-R
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

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112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2573, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Authorization of Contractual Agreements between Albany County and Providers of Qualified Individual Assessments

Date: July 1, 2021
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Moira Manning, Commissioner

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe

- Personnel
- Personnel Non-Individual
- Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant
Choose an item.
Submission Date Deadline Click or tap to enter a date.
- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Various Agencies
Please See Attached Justification

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$0.00
Scope of Services: Assessments of Children placed in Congregate Care.
Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: The Family First Prevention Services Act

Is there a Fiscal Impact: Yes No
Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Click or tap here to enter text.

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) September 1, 2021- August 31, 2022

Length of Contract: 12 Months

Impact on Pending Litigation

Yes No

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 17-521

Date of Adoption: 12/4/17

Justification: (state briefly why legislative action is requested)

Please See Attached

Albany County Department for Children, Youth and Families

Justification for contractual agreements between Albany County and Providers of Qualified Individual Assessments

The Department respectfully requests Legislative authorization to enter into Contractual Agreements with the below provider agencies for the term of September 1, 2021- August 31, 2022.

The Family First Prevention Services Act will take effect on October 1, 2021. The goal of this legislation is to reduce the number of children in congregate care, and to increase the number of kinship and foster care homes. This legislation is intended to promote interventions that keep children safely at home with relatives or in the community, whenever possible. The goal is to reduce lengths of stay in congregate care and prevent recurrence of placement.

Family First Legislation requires if a child is placed in qualified residential treatment program (QRTP) , within 30 days of the start of each placement, the child must be assessed to determine the appropriate level of care by a qualified individual (QI). This QI is a licensed clinician with a minimum of two years of child welfare experience and will work DCYF, the QRTP and permanency team to develop the assessment within 30 days of the placement in congregate care.

The following agencies are approved by the NYS Office of Children and Family services as Qualified Individual providers.

Berkshire Farm Center & Services for Youth 13640 State Route 22, Canaan, NY 12029	JCCA Repair the World 858 E. 29th Street, Brooklyn, NY 11210
LaSalle School 391 Western Avenue, Albany, NY 12203	Cornerstone Mobile Counseling 417 East German St, Herkimer, NY 13350
Northern Rivers Family of Services 60 Academy Road, Albany, NY 12208	William George Agency 3829 U.S. Rt. 11, Marathon, NY 13803
St. Anne Institute 160 N. Main Ave, Albany, NY 12206	Hillside Children's Center 1183 Monroe Avenue, Rochester, NY 14620
St. Catherine's Center for Children 40 N. Main Ave, Albany, NY 12203	Learning Insights PO Box 1214, Highland, NY 12528
Albany Psychological Service PO Box 3830, Albany, NY 12203	Maximus US Services, Inc. 6 Bottle Creek Drive, Cape May, NJ 08204

There is no anticipated cost to the county for these assessment as they will be paid by Medicaid through the Child and Family Treatment Services and Supports (CFTSS) services.

NYS Office of Children and Family Services

Family First Prevention Services Act (FFPSA) Overview

The Family First Prevention Services Act (FFPSA), was enacted as part of the federal Bipartisan Budget Act of 2018 (P.L. 115-123) on February 9, 2018. FFPSA reforms federal financing to prioritize family based foster care over residential care by limiting federal reimbursement for certain residential placements. The law permits states to use title IV-E funds for evidence based prevention services for families at risk of entering the child welfare system. In addition, FFPSA provides new federal funding opportunities for kin navigator programs.

The timeline of key actions for FFPSA contains federal and state programmatic deliverables, data collection, and reporting along a timeline based on federal legislative and program requirements. This timeline is updated on a regular basis to reflect New York State's implementation of key provisions for FFPSA.

Moving toward implementation of the FFPSA requires OCFS, Districts and Voluntary Agencies to review and refine removal and placement protocols, increase recruitment and retention of kin and non-kin foster parents, conduct a critical assessment and redesign of congregate care system, explore QRTP accreditation and the assessment process, and enhance prevention services array.

Qualified Residential Treatment Program (QRTP) Resources

Letters of Interest were received from licensed clinicians who responded to a request from the New York State Office of Children and Family Services (OCFS) to carry out the function as a Qualified Individual (QI) for the purpose of conducting assessments of youth in foster care in accordance with the federal Family First Prevention Services Act (FFPSA) and corresponding New York State standards.



DANIEL P. MCCOY
COUNTY EXECUTIVE

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COMMISSIONER

NICOLE WARD
DEPUTY COMMISSIONER

July 15, 2021

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for permission to amend the 2021 Adopted Budget to accept funding of \$50,000 from New York State Office of Children and Family Services for the Safe Summer 2021 program for the period July 1, 2021-December 31, 2021.

As part of the Governors Executive Order declaring gun violence a Disaster Emergency, the department for Children Youth and Families was notified that our Youth Bureau has been provided an allocation of \$50,000. The money is to be used to support hyper-local stabilizing institutions in the “hot spot” zip codes identified by the NYS Office of Family and Children Services, for the prevention of gun violence.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Moira Manning, LCSW-R
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2607, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Budget Amendment to accept Safe Summer NY 2021 funding

Date:	July 15, 2021
Submitted By:	Beth ONeil
Department:	Children, Youth and Families
Title:	Director of Accounts
Phone:	447-5541
Department Rep.	
Attending Meeting:	Moira Manning, Commissioner

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: AA 6119 4 4903
Source of Funds: NYS OCFS
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Click or tap here to enter text.

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: Click or tap here to enter text.
Scope of Services: Click or tap here to enter text.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No
Anticipated in Current Budget: Yes No

County Budget Accounts:

File #: TMP-2607, Version: 1

Revenue Account and Line: AA 6119 0 3820
Revenue Amount: 50,000.00

Appropriation Account and Line: AA 6119 4 4903
Appropriation Amount: 50,000.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: 100%
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term

Term: (Start and end date) July 1, 2021
Length of Contract: December, 31, 2021

Impact on Pending Litigation Yes No
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)
Click or tap here to enter text.

Please see attached

Department for Children, Youth and Families

Request to accept an allocation from New York State Office of Children and Family Services (OCFS) for participation in the Safe Summer NY 2021 program and amend the 2021 budget

As part of the Governors Executive Order declaring gun violence a Disaster Emergency, the department for Children Youth and Families was notified that our Youth Bureau has been provided an allocation of \$50,000. The money is to be used to support hyper-local stabilizing institutions in the “hot spot” zip codes identified by the NYS Office of Family and Children Services, for the prevention of gun violence.

Zip Codes Identified as Hot Spots

12202
12204
12205
12206
12207
12210

Population to be served with this allocation: youth ages 14-24 residing in above geographic areas who are at high risk or have known involvement in gun violence

Eligible Grantees: small/grass-roots organizations or clubs in the hyper-local environment. Programs must be easily accessible to the target population

Examples include but are not limited to: (offered during high-risk times: evenings, nights, weekends, and holidays)

- Black-owned bookstores (for writing/poetry)
- Local clubs serving high-risk youth
- Community music and art studios and programs
- Restorative justice coalitions
- Technology programs
- Local garden clubs
- Local civic organizations

NOTE: Traditional large-scale organizations that do not have a successful track record or capacity to serve youth in the target population are not the intended or appropriate grantees.

Collaborators/Stakeholders:

Youth Bureaus must engage impacted stakeholders during the planning process (suggested stakeholders per OCFS)

- Youth including youth in detention or jail on gun charges
- Family members of youth impacted by gun violence
- SNUG and/or GIVE program staff/partners
- Grass roots organizations
- Community schools/MBK programs

Program types (include but not limited to)

- STEAM (Science, technology, engineering, arts, mathematics)
- Sports (extended hours and days)
- Arts (spoken word, music, theater, visual, dance, etc.)
- Civic Engagement
- Restorative Justice
- Youth Leadership

APPROPRIATIONS

ACCOUNT N	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
AA 6119 4 4903 000	Division For Youth	50,000	0		DCYF
TOTAL APPROPRIATIONS		50,000	0		

ESTIMATED REVENUES

ACCOUNT N	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
AA 6119 0 3820 000	Division For Youth	0	50,000		DCYF
TOTAL ESTIMATED REVENUES		0	50,000		
GRAND TOTALS		50,000	50,000		

				CITYWI
	Incident Type	Dates of Most Current Incident Level Data	# MEN 18-24	# MURDERS/ SHOOTINGS
Albany	Murders	2021 through June	9,271	9
Buffalo	Murders	2021 through June	15,211	42
NYC	Shootings	Jan - March 2021	355,271	244
Syracuse	Shootings	2021 through June	11,755	46
Suffolk - Wyandanch	Shootings	June 2020 - June 2021	489	17
Nassau - Uniondale	Shootings	June 2020 - June 2021	1,345	7
Nassau - Hempstead	Shootings	June 2020 - June 2021	2,566	43
Total			393,342	365

Explanation of Hot Spots: Data looks at the rate of incidents (shootings or murders, depending on incident type). The highest concentration of incidents are deemed hot spots, though the cut off rate may vary by jurisdiction.

DE		HOT SPOTS				
# TOTAL POP	# census blocks	Incident Rate Range in Hot Spots (# of incidents per young man)	# MEN 18-24 in Hot Spots	# of Incidents (Murders or Shootings Depending on Data Available)	% of Incidents in Jurisdiction that Occurred in the Hotspots	# TOTAL POP in HOT SPOT
97,478	84	0.2 - 4.55	311	6	66.67%	5,606
258,232	290	0.92 - 33.33	492	25	59.52%	15,763
8,420,338	6,364	0.35-14.3	2,388	88	36.07%	101,680
142,874	133	0.64 - 28.57	234	22	47.83%	7,862
11,368	8	0.85 - 11.8	58	6	35.29%	2,703
24,777	18	0.64 - 28.57	81	4	57.14%	4,094
55,300	37	0.49 - 25	526	26	60.47%	14,248
8,955,067	6,897		4,090	177	48.49%	151,956

ent level data available) in each census block in relation to the number of young men living in those areas. The due to the distribution of violent events in the area .

% of Total Population In Jurisdiction living in Hot Spots	# census blocks	Zip Codes where census blocks are located
5.75%	5	6
6.10%	21	11
1.21%	84	55
5.50%	11	7
23.78%	2	1
16.52%	3	2
25.76%	9	1
1.70%	135	83

census blocks with the



Office of Children and Family Services

ANDREW M. CUOMO
Governor

SHEILA J. POOLE
Commissioner

July 6, 2021

Daniel McCoy
County Executive, Albany County
112 State Street, Room #1200
Albany, NY 12207

Dear Mr. McCoy,

We are pleased to welcome your participation in the Safe Summer NY 2021. The Governor recently announced this funding as part of an historic response to gun violence. This funding investment is for grants for high gun violence neighborhoods throughout the state, and specific zones in Erie, Albany, NYC, Onondaga, Suffolk, Nassau counties to support positive youth development activities that attract youth ages 14-21 at risk of being perpetrators and victims of gun violence in high-gun violence neighborhoods and census tracts.

The funding will flow through county Youth Bureaus to provide grants to local organizations to provide youth engagement activities such as sports; visual and spoken word arts; neighborhood garden and park programs; music, theater, and dance programs; and community, restorative justice and civic engagement projects available at extended hours and on weekends—times when gun violence most often occurs.

This letter confirms that Albany County has been provided an allocation of \$50,000. Please find attached allocations for the specified areas within your county to be served, as well as the planning requirements for the funding. Please refer to the Governor's announcement (<https://www.governor.ny.gov/news>) for specific zones that must be the focus of these programs.

Collaboration with youth and families and local organizations most impacted by gun violence will be essential to the successful planning and implementation of these initiatives. Additionally, supporting hyper-local stabilizing institutions in these same neighborhoods can have lasting positive impact well beyond the value of the dollar amounts provided. As such, the County will be required to engage and collaborate with local impacted stakeholders in the planning and outreach for the disbursement of these funds. The county must seek out non-traditional partners that are rooted in those communities where gun violence is most prevalent. Examples include but are not limited to:

- Black-owned bookstores
- Local clubs serving high risk youth
- Community Music and Art studios and programs
- Restorative Justice coalitions

- Technology programs
- Local garden clubs
- Local civic organizations

Counties are required to send a concise plan, attached to this letter, to expend the funds to OCFS. The plan should include a description of specific initiatives, proposed implementation timeline and proposed spending. Plans should be submitted on or before July 21, 2021 to Matt.Beck@ocfs.ny.gov with a subject heading of "Safe Summer 2021" and reflect plans to expend the funds no later than December 31, 2021. Claiming instructions will be sent out in a separate mailing. These funds are available for a period from July 1, 2021 – December 31, 2021.

Thank you for your commitment to help reduce gun violence for our youth in these targeted communities.

Sincerely,



Sheila J. Poole

Commissioner

Attachments (2)



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

July 7, 2021

Hon. Andrew Joyce, Chairman
Legislative Clerk's Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

The Department of Social Services respectfully requests legislative approval for the following:

18 CRR-NY 304.1 was established to protect homeless individuals from inclement winter weather when "real feel" temperatures decrease to 32 degrees or below. The order requires that homeless individuals are directed and offered to move to shelter during inclement winter weather thus avoiding hypothermia, serious injury and death. It also requires homeless shelters to extend their hours of operation so that those without shelter can remain indoors.

CARES has entered into an agreement with NYS Office of Temporary and Disability for reimbursement for Code Blue services. We are requesting to contract with CARES in order to receive the NYS Code Blue supplement. Funds will be utilized by Albany County Department of Social Services for expenses incurred for motel payments housing individuals who would not have been otherwise eligible for temporary housing assistance if not for Code Blue and to the Council of Churches to operate their seasonal Code Blue 19 bed shelter.

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2559, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract Authorization for Social Services (Code Blue)

Date: 6/24/2021
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele G. McClave

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

CARES, Inc.
200 Henry Johnson Blvd.
Albany NY 12210

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$131,173

Scope of Services: Albany County Department of Social Services will provide Code Blue shelter services to protect homeless individuals from inclement winter weather when temperatures decrease to 32 degrees or below.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: 18 CRR-NY 304.1

Is there a Fiscal Impact: Yes No
Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: AA6140 04640
Revenue Amount: \$131,173

Appropriation Account and Line: AA6140 44046
Appropriation Amount: \$131,173

Source of Funding - (Percentages)

Federal: 100%
State:
County:
Local:

Term

Term: (Start and end date) 10/1/2020-9/30/2021
Length of Contract: 12 months

Impact on Pending Litigation Yes No
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

18 CRR-NY 304.1 was established to protect homeless individuals from inclement winter weather when "real feel" temperatures decrease to 32 degrees or below. The order requires that homeless individuals are directed and offered to move to shelter during inclement winter weather thus avoiding hypothermia, serious injury and death. It also requires homeless shelters to extend their hours of operation so that those without shelter can remain indoors.

CARES has entered into an agreement with NYS Office of Temporary and Disability for reimbursement for Code Blue services. We are requesting to contract with CARES in order to receive the NYS Code Blue supplement. Funds will be utilized by Albany County Department of Social Services for expenses incurred for motel payments housing individuals who would not have been otherwise eligible for temporary housing assistance if not for Code Blue and to the Council of Churches to operate their seasonal Code Blue 19 bed shelter.

#14.231

SUBAWARD AGREEMENT

**Office of Temporary and Disability Assistance Emergency Solutions Grant- COVID-19 Funds
Albany County Department of Social Services
Code Blue**

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 Code Blue	Emergency Shelter	

Description of the project and scope of work:

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 (9)(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)	
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)	
2. Travel (mileage, gas, etc. used for ESG-CV Project)	
3. Equipment (PPE, purchased materials, supplies, etc.)	
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 <ul style="list-style-type: none"> a. Rental Application fees b. Utility assistance c. Moving costs 	
8. Other- Rental Assistance <ul style="list-style-type: none"> a. Rent payments b. Rental arrears (not eligible during moratorium) c. Security deposits d. Last month's rent 	
9. Other (admin is not allowable) - <ul style="list-style-type: none"> 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	\$131,173

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

July 7, 2021

Hon. Andrew Joyce, Chairman
Legislative Clerk's Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

The Department of Social Services respectfully requests legislative approval for the following:

CARES, Inc. has entered into an agreement with the NYS Office of Temporary and Disability Assistance for ESG services and wishes to subcontract with Albany County Department of Social Services (DSS) to utilize DSS personnel and expertise to serve 275 homeless individuals/families. Therefore, authorization is requested to contract with CARES, Inc. to perform ESG services in the amount of \$140,000.

The contract supports DSS in efforts to manage homeless persons who are COVID infected or exposed to the virus and are under quarantine. Funds will reimburse DSS to provide these persons with 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 need to continue to help reduce significant outbreaks in our homeless shelters especially in regards to additional COVID surges and alternate strains.

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2561, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for Social Services (Emergency Solutions Grant)

Date: 6/24/2021
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele G. McClave

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

Change Order/Contract Amendment

Purchase (Equipment/Supplies)

Lease (Equipment/Supplies)

Requirements

Professional Services

Education/Training

Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

Settlement of a Claim

Release of Liability

Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

CARES, Inc.

200 Henry Johnson Blvd, Albany NY 12210

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$140,000

Scope of Services: The Emergency Solutions Grant Program is designed specifically to prevent, prepare for and respond to coronavirus, among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homelessness prevention activities to mitigate the impact created by Covid-19. The services provided include emergency shelter and support services for Covid infected or quarantined homeless.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No
Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: AA 6010.0.3605
Revenue Amount: \$140,000

Appropriation Account and Line: AA6010.4.4448
Appropriation Amount: \$140,000

Source of Funding - (Percentages)

Federal: 100%
State:
County:
Local:

Term

Term: (Start and end date) 10/1/2020-9/30/2021
Length of Contract: 12 Months

Impact on Pending Litigation Yes No

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

CARES, Inc. has entered into an agreement with the NYS Office of Temporary and Disability Assistance for ESG services and wishes to subcontract with Albany County Department of Social Services (DSS) to utilize DSS personnel and expertise to serve 275 homeless individuals/families. Therefore, authorization is requested to contract with CARES, Inc. to perform ESG services in the amount of \$140,000.

The contract supports DSS in efforts to manage homeless persons who are COVID infected or exposed to the virus and are under quarantine. Funds will reimburse DSS to provide these persons with 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 need to continue to help reduce significant outbreaks in our homeless shelters especially in regards to additional COVID surges and alternate strains.

Reimbursement will be provided for emergency shelter services, motel stays, food, and transportation for homeless individuals who are required to isolate due to a COVID+ test result or have a quarantine order from public health. The contract also includes overtime costs for DSS staff who work nights and weekends to assist with sheltering homeless COVID+ individuals and homeless individuals who needed to be quarantined due to COVID exposure. As homeless individuals have lower vaccination rates, there will be an ongoing requirement to maintain social distancing and to shelter COVID+ in hotels/motels for their isolation/quarantine period in order to help reduce outbreaks in our homeless

shelters especially in regards to additional COVID surges and alternate strains.

ESG Funds will target homeless families and single individuals being temporarily housed in emergency shelters, motels and transitional housing programs due to the Covid epidemic.

#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)(g) 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