

## **Before Starting the Project Application**

**To ensure that the Project Application is completed accurately, ALL project applicants should review the following information BEFORE beginning the application.**

Things to Remember:

- Only Collaborative Applicants may apply for CoC Planning funds using this application, and only one CoC Planning application may be submitted during the FY 2017 CoC Program grant competition.
- Additional training resources can be found on the HUD Exchange at <https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>
- Program policy questions and problems related to completing the application in e-snaps may be directed to HUD the HUD Exchange Ask A Question
- Project applicants are required to have a Data Universal Numbering System (DUNS) number and an active registration in the Central Contractor Registration (CCR)/System for Award management (SAM) in order to apply for funding under the Continuum of Care (CoC) Program Competition. For more information see the FY 2017 CoC Program NOFA.
- To ensure that applications are considered for funding, applicants should read all sections of the FY 2017 CoC Program NOFA, including the General Section Technical Correction, and all requirements and criteria met.
- Detailed instructions can be found on the left menu within e-snaps. They contain more comprehensive instructions and so should be used in tandem with the instructions found on each individual screen
- Before completing the project application, all project applicants must complete or update (as applicable) the Project Applicant Profile in e-snaps.
- HUD reserves the right to reduce or reject any new or renewal project that fails to adhere to 24 CFR Part 578 and application requirements set forth in the FY 2017 CoC Program NOFA.

## 1A. SF-424 Application Type

**1. Type of Submission:**

**2. Type of Application:** CoC Planning Project Application

**If Revision, select appropriate letter(s):**

**If "Other", specify:**

**3. Date Received:** 09/01/2017

**4. Applicant Identifier:**

**5a. Federal Entity Identifier:**

**5b. Federal Award Identifier:**

**6. Date Received by State:**

**7. State Application Identifier:**

# 1B. SF-424 Legal Applicant

## 8. Applicant

**a. Legal Name:** Corporation for AIDS Research, Education and Services, Inc.

**b. Employer/Taxpayer Identification Number (EIN/TIN):** 14-1731746

	<b>c. Organizational DUNS:</b>	070919852	<b>PLUS 4</b>	
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## d. Address

**Street 1:** 200 Henry Johnson Blvd. Suite 4

**Street 2:**

**City:** Albany

**County:** Albany

**State:** New York

**Country:** United States

**Zip / Postal Code:** 12210

## e. Organizational Unit (optional)

**Department Name:**

**Division Name:**

## f. Name and contact information of person to be contacted on matters involving this application

**Prefix:** Mrs.

**First Name:** Michelle

**Middle Name:**

**Last Name:** Sandoz-Dennis

**Suffix:**

**Title:** Continuum of Care Coordinator

**Organizational Affiliation:** Corporation for AIDS Research, Education and Services, Inc.

**Telephone Number:** (518) 489-4130

**Applicant:** Corporation for AIDS Research, Education and Services, Inc.

070919852

**Project:** Saratoga North County Planning Project (2017)

152268

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**Extension:** 102

**Fax Number:** (518) 489-2237

**Email:** msandozdennis@caresny.org

## 1C. SF-424 Application Details

**9. Type of Applicant:** M. Nonprofit with 501C3 IRS Status

**10. Name of Federal Agency:** Department of Housing and Urban Development

**11. Catalog of Federal Domestic Assistance Title:** CoC Program

**CFDA Number:** 14.267

**12. Funding Opportunity Number:** FR-6100-N-25

**Title:** Continuum of Care Homeless Assistance Competition

**13. Competition Identification Number:**

**Title:**

## 1D. SF-424 Congressional District(s)

**14. Area(s) affected by the project (state(s) only):** New York  
**(for multiple selections hold CTRL+Key)**

**15. Descriptive Title of Applicant's Project:** Saratoga North County Planning Project (2017)

**16. Congressional District(s):**

**a. Applicant:** NY-020

**b. Project:** NY-021, NY-020

**(for multiple selections hold CTRL+Key)**

**17. Proposed Project**

**a. Start Date:** 08/01/2018

**b. End Date:** 07/31/2019

**18. Estimated Funding (\$)**

**a. Federal:**

**b. Applicant:**

**c. State:**

**d. Local:**

**e. Other:**

**f. Program Income:**

**g. Total:**

## 1E. SF-424 Compliance

**19. Is the Application Subject to Review By State Executive Order 12372 Process?** b. Program is subject to E.O. 12372 but has not been selected by the State for review.

**If "YES", enter the date this application was made available to the State for review:**

**20. Is the Applicant delinquent on any Federal debt?** No

**If "YES," provide an explanation:**

## 1F. SF-424 Declaration

By signing and submitting this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete, and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

I AGREE:

### 21. Authorized Representative

**Prefix:** Mrs.

**First Name:** Nancy

**Middle Name:**

**Last Name:** Chiarella

**Suffix:** MSW

**Title:** Executive Director

**Telephone Number:** (518) 489-4130  
(Format: 123-456-7890)

**Fax Number:** (518) 489-2237  
(Format: 123-456-7890)

**Email:** nchiarella@caresny.org

**Signature of Authorized Representative:** Considered signed upon submission in e-snaps.

**Date Signed:** 09/01/2017



# 1G. HUD 2880

**Applicant/Recipient Disclosure/Update Report - Form 2880  
U.S. Department of Housing and Urban Development  
OMB Approval No. 2510-0011 (exp.11/30/2018)**

**Applicant/Recipient Information**

**1. Applicant/Recipient Name, Address, and Phone**

**Agency Legal Name:** Corporation for AIDS Research, Education and Services, Inc.

**Prefix:** Mrs.

**First Name:** Nancy

**Middle Name:**

**Last Name:** Chiarella

**Suffix:** MSW

**Title:** Executive Director

**Organizational Affiliation:** Corporation for AIDS Research, Education and Services, Inc.

**Telephone Number:** (518) 489-4130

**Extension:** 105

**Email:** nchiarella@caresny.org

**City:** Albany

**County:** Albany

**State:** New York

**Country:** United States

**Zip/Postal Code:** 12210

**2. Employer ID Number (EIN):** 14-1731746

**3. HUD Program:** Continuum of Care Program

**4. Amount of HUD Assistance Requested/Received:** \$46,048

(Requested amounts will be automatically entered within applications)

**5. State the name and location (street address, city and state) of the project or activity:** Saratoga North County Planning Project (2017)  
200 Henry Johnson Blvd. Suite 4 Albany New York

Refer to project name, addresses and CoC Project Identifying Number (PIN) entered into the attached project application.

**Part I Threshold Determinations**

**1. Are you applying for assistance for a specific project or activity?** Yes  
(For further information, see 24 CFR Sec. 4.3).

**2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9.** Yes

**Part II Other Government Assistance Provided or Requested/Expected Sources and Use of Funds**

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/Local Agency Name and Address	Type of Assistance	Amount Requested / Provided	Expected Uses of the Funds
N/A	N/A	\$0.00	none

**Part III Interested Parties**

You must disclose:  
 1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and  
 2. any other person who has a financial interest in the project or activity for which the

assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation	Financial Interest in Project/Activity (\$)	Financial Interest in Project/Activity (%)
n/a	n/a	n/a	\$0.00	0%

**Certification**

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional nondisclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

**I AGREE:**

**Name / Title of Authorized Official:** Nancy Chiarella, Executive Director

**Signature of Authorized Official:** Considered signed upon submission in e-snaps.

**Date Signed:** 07/18/2017

# 1H. HUD 50070

## HUD 50070 Certification for a Drug Free Workplace

**Applicant Name:** Corporation for AIDS Research, Education and Services, Inc.

**Program/Activity Receiving Federal Grant Funding:** CoC Program

**Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:**

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:	
a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.	e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
b. Establishing an on-going drug-free awareness program to inform employees --- (1) The dangers of drug abuse in the workplace (2) The Applicant's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.	f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted --- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;	g. Making a good faith effort to continue to maintain a drugfree workplace through implementation of paragraphs a. thru f.
d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will --- (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;	

### Sites for Work Performance.

The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Workplaces, including addresses, entered in the attached project application.

Refer to addresses entered into the attached project application.

I hereby certify that all the information stated herein, as well as any information provided in

X

**the accompaniment herewith, is true and accurate.**



Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

**Authorized Representative**

**Prefix:** Mrs.

**First Name:** Nancy

**Middle Name**

**Last Name:** Chiarella

**Suffix:** MSW

**Title:** Executive Director

**Telephone Number:** (518) 489-4130  
**(Format: 123-456-7890)**

**Fax Number:** (518) 489-2237  
**(Format: 123-456-7890)**

**Email:** nchiarella@caresny.org

**Signature of Authorized Representative:** Considered signed upon submission in e-snaps.

**Date Signed:** 09/01/2017

## **CERTIFICATION REGARDING LOBBYING**

### **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **Statement for Loan Guarantees and Loan Insurance**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file

**the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

**I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate:**

X
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**Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)**

**Applicant's Organization:** Corporation for AIDS Research, Education and Services, Inc.

**Name / Title of Authorized Official:** Nancy Chiarella, Executive Director

**Signature of Authorized Official:** Considered signed upon submission in e-snaps.

**Date Signed:** 09/01/2017

# 1J. SF-LLL

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352.

Approved by OMB0348-0046

HUD requires a new SF-LLL submitted with each annual CoC competition and completing this screen fulfills this requirement.

Answer "Yes" if your organization is engaged in lobbying associated with the CoC Program and answer the questions as they appear next on this screen. The requirement related to lobbying as explained in the SF-LLL instructions states: "The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action."

Answer "No" if your organization is NOT engaged in lobbying.

**Does the recipient or subrecipient of this CoC grant participate in federal lobbying activities (lobbying a federal administration or congress) in connection with the CoC Program?** No

**Legal Name:** Corporation for AIDS Research, Education and Services, Inc.

**Street 1:** 200 Henry Johnson Blvd. Suite 4

**Street 2:**

**City:** Albany

**County:** Albany

**State:** New York

**Country:** United States

**Zip / Postal Code:** 12210

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I certify that this information is true and



**complete.**

**Authorized Representative**

**Prefix:** Mrs.

**First Name:** Nancy

**Middle Name:**

**Last Name:** Chiarella

**Suffix:** MSW

**Title:** Executive Director

**Telephone Number:** (518) 489-4130  
**(Format: 123-456-7890)**

**Fax Number:** (518) 489-2237  
**(Format: 123-456-7890)**

**Email:** nchiarella@caresny.org

**Signature of Authorized Official:** Considered signed upon submission in e-snaps.

**Date Signed:** 09/01/2017

## 2A. Project Detail

**1a. CoC Number and Name:** NY-523 - Glens Falls, Saratoga Springs/Saratoga, Washington, Warren, Hamilton Counties CoC

**1b. Collaborative Applicant Name:** Corporation for AIDS Research, Education and Services, Inc.

**2. Project Name:** Saratoga North County Planning Project (2017)

**3. Component Type:** CoC Planning Project Application

## 2B. Project Description

**1. Provide a description that addresses the entire scope of the proposed project and how the Collaborative Applicant will use grant funds to comply with the provisions of 24 CFR 578.7.**

Funding through this project will be used to coordinate the implementation of a housing and service system to prevent and end homelessness within the Saratoga North County CoC. Proposed planning activities fall within three categories: coordination; project evaluation, monitoring and CoC compliance and CoC application development. Coordination activities will focus on engaging systems partners using the recently developed Saratoga North County Strategic Plan to End Homelessness. Planning staff will conduct client focus groups, track outcomes and milestones noted within the Plan and develop an annual progress report for community review. Activities focused on project evaluation, monitoring, and CoC compliance will include the review/realignment of CoC program performance targets, system performance measures, and written standards to ensure a systemic response to homelessness. Grant funds will be used to allow staff to work directly with the Data and Goals Committee to monitor and evaluate CoC and state funded ESG programs and provide technical assistance; ensuring each program is meeting or working towards community developed priorities. Planning staff will also review and monitor system performance measures to assess progress in meeting the needs of people experiencing homelessness in the community and will coordinate and submit the annual PIT and HIC reports. Specific CoC compliance activities will include staff coordination with the CoC to ensure the coordinated entry (CE) system is operating within the parameters of the CE policy and procedure manual. Additional compliance activities will include facilitating CoC Board selection, scheduling and facilitating Board meetings, ensuring public invitations for CoC Membership meetings, and facilitating the annual review of CoC By-Laws. Within activities under the third category, CoC application development, planning funds will be used to coordinate and submit the annual CoC application. Staff will ensure completion of the consolidated application and will work with the Rank and Review Committee/Board to establish annual priorities for funding projects and will work with key community stakeholders to ensure a collaborative process for developing, approving, and submitting project applications in response to the NOFA is conducted.

**2. Describe the estimated schedule for the proposed activities, the management plan, and the method for assuring effective and timely completion of all work.**

The proposed schedule, management plan, and method for assuring effective and timely completion of work is based on the current successful structure. The goal of the project is to ensure the CoC is compliant with regulations, and is steadily on the path to ending homelessness. Activities focused on implementing the Schenectady strategic plan will begin immediately and will continue throughout the grant, as this is a key activity in coordinating the implementation of a housing and service system that will prevent and end homelessness within the CoC. Activities focused on compliance will continue

from the current grant and will occur on a monthly basis as review of system performance data, APRs and peer monitoring occur. Activities focused on preparing the application for CoC funds will begin immediately but will mainly occur during the time period directly after the NOFA is released.

The management plan in place will ensure timely start/continuation of the project if awarded. All proposed activities are overseen by the CoC Unit Director who reports to CARES Executive Director and the CoC Board of Directors. Proposed funding will support a portion of six staff positions (.68 FTE) in order to complete the proposed activities. These positions will be dedicated to community outreach and strategic planning, monitoring and compliance, system performance and coordinated entry. The management Plan will include regular oversight of documented proposed activities by the Board. The Director of the Continuum of Care Unit will report quarterly at Board Meetings on progress. In order to ensure accountability, the Collaborative Applicant's Scope of Work is reviewed annually, documenting anticipated activities and is available to full membership on CARES' website. In addition, semi-annually the Director will draft a memo to full membership detailing completed activities as well as next steps which will be posted on the website. This reporting will ensure effective and timely completion of all work.

**3. How will the requested funds improve the CoC's ability to evaluate the outcome of CoC and ESG projects?**

Requested funds will improve the CoC's ability to evaluate outcomes of CoC and state funded ESG projects by allowing planning staff to continue to work collaboratively with the Data and Goals Committee, the CoC committee tasked with project evaluation and ongoing monitoring, and the New York State Office of Temporary and Disability Assistance (OTDA), the state ESG grantee. Current Planning funds allow dedicated staff to play an intricate role coordinating and implementing the Data Quality Plan (DQP) and CoC/ESG peer monitoring process. The project will further implement and facilitate the monitoring and evaluation process established under the current project funding. The project evaluation involves four main components: Annual Performance Report (APR) Reviews, HMIS Data Memos, Peer Technical Assistance Reviews, and program impact on Systems Performance. Project evaluation requires programs to annually submit APRs for review to the Continuum of Care Committee at least 60 days prior to submitting the APR to HUD to ensure data quality. In terms of HMIS Data Memos, Planning staff and the HMIS Lead collaboratively review HMIS data quality reports and provide joint technical assistance. Staff create Data Memos summarizing any issues related to Data Quality and Systems Performance, including data completeness, length of stay, successful destinations, housing stability, and client income development. Staff provide technical assistance to projects utilizing the Data Memos in coordination with the Data and Goals Committee to ensure corrective action as necessary. In addition, project operations are evaluated via the annual peer monitoring process. Data and Goals Committee members and Planning staff conduct administrative monitoring of important project areas such as HMIS compliance, match use and documentation, and Environmental Review documentation. Planning staff draft a report on behalf of the Data and Goals Committees and develop a Corrective Action Plan if necessary. All reports are available to the Board for review. Planning staff, in conjunction with the HMIS lead also support ESG monitoring by providing HMIS data to the OTDA for statewide review

through a statewide Data Warehouse. With the proposed funding, dedicated staff will continue to implement the Plan and will develop next steps to ensure systems level performance monitoring and improvement. Staff will work to ensure effective and efficient evaluation of program outcomes, shifting the focus of outcomes from project specific to system-wide. In order to ensure systems level change and improvement, Planning staff will continue to work to educate the community on Systems Performance Measures and will monitor systems level performance for CoC and state funded ESG funded programs.

**4. How will the planning activities continue beyond the expiration of HUD financial assistance?**

The community is hopeful that after four years of direct funding for the Saratoga Planning project that HUD recognizes the value of continuing to fund this important project. However, if HUD financial assistance would expire, the Saratoga CoC would utilize the cooperative relationships that have been established and request private and public funds in order to support the continued advancement of a well-developed, defined, and organized Continuum. Entities that could be approached are local philanthropic foundations, local financial institutions as well as local and county government. All of these entities have been involved within Coalition work and are aware of the importance of continued systems planning and evaluation in order to end homelessness.

### 3A. Governance and Operations

**1. How often does the CoC conduct meetings of the full CoC membership?** Monthly

**2. Does the CoC include membership of a homeless or formerly homeless person?** Yes

**2a. For members who are homeless or formerly homeless, what role do they play in the CoC membership? (Select all that apply)**

Participates in CoC meetings:	<input checked="" type="checkbox"/>
Votes, including electing Coc Board:	<input checked="" type="checkbox"/>
Sits on CoC Board:	<input checked="" type="checkbox"/>
None:	<input type="checkbox"/>

**3. Does the CoC's governance charter incorporate written policies and procedures for each of the following**

**a. Written agendas of CoC meetings?** Yes

**b. Coordinated Entry? (Also known as centralized or coordinated assessment)** Yes

**c. Process for monitoring outcomes of ESG recipients?** Yes

**d. CoC policies and procedures?** Yes

**e. Written process for board selection?** Yes

**f. Code of Conduct for board members that includes a recusal process?** Yes

**g. Written standards for administering assistance?** Yes

**4. Were there any written complaints received by the CoC in relation to project review, project selection, or other items related to 24 CFR 578.7 or 578.9 within the past 12 months?** No

### 3B. Committees

Provide information for up to five of the most active CoC-wide planning committees, subcommittees and/or workgroups, to address homeless needs in the CoC's geographic area that recommend and set policy priorities for the CoC, including a brief description of the role and the frequency of the meetings. Only include committees, subcommittees and/or workgroups, that are directly involved in CoC-wide planning and not the regular delivery of services.

Committee Name	Role of the Committee (max 750 characters)	Meeting Frequency	Name of Individuals and/or Organizations Represented
Saratoga County Housing Committee	This committee is responsible for conducting an annual Point in Time (PIT) count, assisting the Collaborative Applicant in preparing and submitting the Continuum of Care (CoC) application, conducting homeless awareness activities, participating in local planning, and any other activities identified and voted on by the membership.	Monthly	City of Saratoga, Domestic Violence and Rape Crisis Center, Shelters of Saratoga, TSA, Saratoga Rural Preservation Co., Mother Anderson Family Shelter, and CARES, Inc.
Warren/Washington/Hamilton County Housing Committee	This committee is responsible for conducting an annual Point in Time (PIT) count, assisting the Collaborative Applicant in preparing and submitting the Continuum of Care (CoC) application, conducting homeless awareness activities, participating in local planning, and any other activities identified and voted on by the membership.	Monthly	Office of Comm. Services for Warren/Washington Counties, Warren, Washington & Hamilton Community Action Programs, WAIT House, Adirondack Vets House, and Glens Falls Housing Authority
Data and Goals Committee	The purpose of this committee is to review and discuss program performance and HMIS data quality issues, as well as review the Continuum's goals and performance; review the previous year's Continuum of Care application and review the Grant Inventory Worksheet.	Quarterly	WAIT House, Adirondack Vets House, Saratoga County Rural Preservation Company, City of Saratoga Springs, Shelters of Saratoga, Office of Community Services for Warren and Washington Co., and Warren, Washington, & Hamilton Community Action Programs
Coordinated Assessment Committee	The purpose of this committee is to develop a coordinated entry system and oversee the process.	Monthly	Transitional Services Association, Captains, RPC, Warren Washington Association for Mental Health, Well Springs, Shelters of Saratoga, Saratoga Housing Authority, Soldier On
HMIS Advisory Committee	The purpose of this committee is to work with the Homeless Management Information System (HMIS) system administrator to ensure proper and effective HMIS policies and procedures.	Quarterly	Saratoga County Rural Preservation Company and WAIT House

## 4A. Sources of Match

**The following list summarizes the funds that will be used as Match for the project. To add a Matching source to the list, select the icon. To view or update a Matching source already listed, select the icon.**

### Summary for Match

Total Value of Cash Commitments:	\$11,600
Total Value of In-Kind Commitments:	\$0
Total Value of All Commitments:	\$11,600

**1. Does this project generate program income as described in 24 CFR 578.97 that will be used as Match for this grant?**      No

Match	Type	Source	Contributor	Date of Commitment	Value of Commitments
Yes	Cash	Government	Subaward Agreemen...	08/16/2017	\$11,600



## Sources of Match Details

**1. Will this commitment be used towards Match?** Yes

**2. Type of commitment:** Cash

**3. Type of source:** Government

**4. Name the source of the commitment:** Subaward Agreement with Unity House of Troy  
**(Be as specific as possible and include the office or grant program as applicable)**

**5. Date of Written Commitment:** 08/16/2017

**6. Value of Written Commitment:** \$11,600

## 4B. Funding Request

**1. Will it be feasible for the project to be under grant agreement by September 30, 2019?** Yes

**2. Does this project propose to allocate funds according to an indirect cost rate?** No

**3. Select a grant term:** 1 Year

**A description must be entered for Quantity. Any costs without a Quantity description will be removed from the budget.**

Eligible Costs:	Quantity AND Description (max 400 characters)	Annual Assistance Requested (Applicant)
1. Coordination Activities	Staff time and benefits (.17 FTE and travel)	\$11,512
2. Project Evaluation	Staff time and benefits (.14 FTE and travel)	\$9,210
3. Project Monitoring Activities	Staff time and benefits (.17 FTE and travel)	\$11,512
4. Participation in the Consolidated Plan		
5. CoC Application Activities	Staff time and benefits (.17 FTE and travel)	\$11,512
6. Determining Geographical Area to Be Served by the CoC		
7. Developing a CoC System		
8. HUD Compliance Activities	Staff time and benefits (.03 FTE and travel)	\$2,302
<b>Total Costs Requested</b>		<b>\$46,048</b>
<b>Cash Match</b>		<b>\$11,600</b>
<b>In-Kind Match</b>		<b>\$0</b>
<b>Total Match</b>		<b>\$11,600</b>
<b>Total Budget</b>		<b>\$57,648</b>

**Click the 'Save' button to automatically calculate the Total Assistance**

## 5A. Attachment(s)

Document Type	Required?	Document Description	Date Attached
1. Other Attachment(s)	No	Site for Work Per...	09/01/2017
2. Other Attachment(s)	No	Saratoga-Match Do...	09/01/2017

## **Attachment Details**

**Document Description:** Site for Work Performance

## **Attachment Details**

**Document Description:** Saratoga-Match Documentation

## 5B. Certification

### A. For all projects:

#### Fair Housing and Equal Opportunity

It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and regulations pursuant thereto (Title 24 CFR part I), which state that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and will immediately take any measures necessary to effectuate this agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer, transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

It will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and with implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status or national origin.

It will comply with Executive Order 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with Federal financial assistance.

It will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1), which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to ensure equal employment opportunity. The applicant will incorporate, or cause to be incorporated, into any contract for construction work as defined in Section 130.5 of HUD regulations the equal opportunity clause required by Section 130.15(b) of the HUD regulations.

It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701(u)), and regulations pursuant thereto (24 CFR Part 135), which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.

It will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR Part 8, which prohibit discrimination based on disability in Federally-assisted and conducted programs and activities.

It will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR Part 146, which prohibit discrimination because of age in projects and activities receiving Federal financial assistance.

It will comply with Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by businesses owned and operated by members of minority groups and women.

If persons of any particular race, color, religion, sex, age, national origin, familial status, or

disability who may qualify for assistance are unlikely to be reached, it will establish additional procedures to ensure that interested persons can obtain information concerning the assistance.

It will comply with the reasonable modification and accommodation requirements and, as appropriate, the accessibility requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973, as amended.

**Additional for Rental Assistance Projects:**

If applicant has established a preference for targeted populations of disabled persons pursuant to 24 CFR 582.330(a), it will comply with this section's nondiscrimination requirements within the designated population.

**B. For non-Rental Assistance Projects Only.**

**20-Year Operation Rule.**

For applicants receiving assistance for acquisition, rehabilitation or new construction: The project will be operated for no less than 20 years from the date of initial occupancy or the date of initial service provision for the purpose specified in the application.

**1-Year Operation Rule.**

For applicants receiving assistance for supportive services, leasing, or operating costs but not receiving assistance for acquisition, rehabilitation, or new construction: The project will be operated for the purpose specified in the application for any year for which such assistance is provided.

**C. For Rental Assistance Only.**

**Supportive Services.**

It will make available supportive services appropriate to the needs of the population served and equal in value to the aggregate amount of rental assistance funded by HUD for the full term of the rental assistance.

**D. Explanation.**

Where the applicant is unable to certify to any of the statements in this certification, such applicant shall attach an explanation behind this page.

**Name of Authorized Certifying Official:** Nancy Chiarella

**Date:** 09/01/2017

**Title:** Executive Director

**Applicant Organization:** Corporation for AIDS Research, Education and Services, Inc.

**PHA Number (For PHA Applicants Only):**

**I certify that I have been duly authorized by the applicant to submit this Applicant Certification and to ensure compliance. I am aware that any false, fictitious, or fraudulent**

X

**statements or claims may subject me to  
criminal, civil, or administrative penalties .  
(U.S. Code, Title 218, Section 1001).**

## 6A. Submission Summary

Page	Last Updated
<b>1A. SF-424 Application Type</b>	No Input Required
<b>1B. SF-424 Legal Applicant</b>	No Input Required
<b>1C. SF-424 Application Details</b>	No Input Required
<b>1D. SF-424 Congressional District(s)</b>	08/17/2017
<b>1E. SF-424 Compliance</b>	08/15/2017
<b>1F. SF-424 Declaration</b>	08/15/2017
<b>1G. HUD 2880</b>	08/15/2017
<b>1H. HUD 50070</b>	08/15/2017
<b>1I. Cert. Lobbying</b>	08/15/2017
<b>1J. SF-LLL</b>	08/15/2017
<b>2A. Project Detail</b>	08/15/2017



<b>2B. Description</b>	08/17/2017
<b>3A. Governance and Operations</b>	08/15/2017
<b>3B. Committees</b>	08/17/2017
<b>4A. Match</b>	09/01/2017
<b>4B. Funding Request</b>	09/01/2017
<b>5A. Attachment(s)</b>	09/01/2017
<b>5B. Certification</b>	08/15/2017

**HUD 50070 Certification for a Drug Free Workplace Attachment  
Place of Performance Information- Saratoga North Country Planning Project**

**Applicant Name:** CARES Inc.

**Applicant Address:**

200 Henry Johnson  
Suite 4  
Albany, New York 12210

**Program Activity:** Continuum of Care

**Project Name:** Saratoga North Country Planning Project

**Place of Performance:**

200 Henry Johnson  
Suite 4  
Albany, New York 12210



August 16, 2017

RE: Saratoga CoC Planning Match

CARES, Inc. is in receipt of a grant from the Unity House of Troy, Inc. in the amount of \$297,467 for the term of October 1, 2016 to September 30, 2019 of which \$11,600 will be utilized to support CARES' Planning and CoC related activities. These funds are utilized in the Saratoga Community and are not restricted and may be used as match for the FY17 Rensselaer County CoC Planning Grant.

Supporting Documentation is attached.

A handwritten signature in blue ink that reads "Nancy Chiarella". The signature is written in a cursive, flowing style.

Nancy Chiarella  
Executive Director  
CARES, Inc.



## SUBAWARD AGREEMENT

between

**UNITY HOUSE OF TROY, INC.**

and

**Corporation for Aids Research Education and Services Inc. (CARES, Inc.)**

Subrecipient's unique entity identifier (DUNS Number): 070919852

Federal Award Identification (Prime Award): Housing Opportunities for Persons with AIDS Performance New Competitive Grant

Federal Award Identification Number (FAIN): NY-H15-0003

Federal Award Date: September 15, 2016

Subaward Period of Performance Start and End Date: October 1, 2016-September 30, 2019 ✓

Amount of Federal Funds Obligated by this Action by Unity House to the Subrecipient (Subrecipient will be reimbursed based on actual, documented, allowable expenditures): \$297,467 ✓

Total Amount of Federal Funds Obligated to the Subrecipient by Unity House Including the Current Obligation: \$297,467

Total Amount of the Federal Award Committed to the Subrecipient by Unity House: \$0

Federal Award Project Description: VAWA HOPWA Project Demonstration: Addressing the Needs of PLWHA Who Are Unstably Housed because of DV in New York State's Capital District (Albany, Rensselaer, Saratoga and Schenectady Counties)

Name of Federal awarding agency (Prime Sponsor): US Department of Housing & Urban Development (HUD)

Name of Pass-through entity, and contact information for awarding official of the Pass-through entity:

Christopher Burke  
Chief Executive Officer  
Unity House of Troy, Inc.  
2431 Sixth Avenue  
Troy, NY 12180  
518-274-2607

CFDA Number and Name: CFDA #14.241 Housing Opportunities for Persons with AIDS

Subrecipient's allowable administrative costs for the Federal Pass-through award: 7% of the grant funds received by Subrecipient (per conditions of grant)

Unity House of Troy, Inc., (Unity House), enters into this Subaward (Agreement) with CARES, Inc., (Subrecipient), for the conduct of certain Work, upon the following terms and conditions and Exhibits as required, attached, which are incorporated herein for all purposes.

1. Statement of Work. Subrecipient shall use all reasonable efforts to conduct the work indicated in Exhibit A, "Scope of Work Between CARES, Inc. and Unity House of Troy" (Work).
2. Budget. The Budget (Exhibit B) lists costs and categories of costs approved to fund the Subrecipient's performance of the Work. Any proposed change in the allocation of funds should get prior approval from Unity House.

3. NY-H15-0003 Housing Opportunities for Persons with AIDS Performance New Competitive Grant (Prime Award—Exhibit C) and attachments (Exhibit C.a Application Narrative; C.c FY2015 VAWA & HOPWA Project Demonstration NOFA; Exhibit C.d HOPWA Regulations. The Subrecipient is required to abide by all pertinent clauses of the prime award agreement and attachments (Exhibit C).
4. Business Associates Agreement. In cases where Subrecipient needs access to Unity House confidential data, Subrecipient must execute a Business Associates Agreement (Exhibit D).
5. Period of Performance. The period of performance is specified above. Extensions of the Period of Performance require the prior written approval of Unity House, and must be requested at least 120 days prior to the end of the subaward period.
6. Key Personnel. Subrecipient's performance under this Agreement shall be under the direction of Subrecipient project supervisor, who is considered essential to the Work. Substitutions or substantial changes in grant funded personnel's level of effort will be only for compelling reasons and with the prior written approval of Unity House.
7. Independent Contractor. Nothing contained in this Agreement is intended, or shall be construed in any manner to create or establish the relationship of employer/employee between the Unity House and the Subrecipient. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Unity House shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.
8. Workers' Compensation. The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
9. Estimated Cost. The total estimated cost of performing the Work is \$297,467. In no event shall Unity House be liable for reimbursement of any cost that would result in cumulative payment under this Agreement exceeding the total estimated cost unless this Agreement is modified in writing in accordance with Article 21, "Changes."
10. Allowable Costs. The allowability of costs under this Agreement shall be determined in accordance with a) the cost principles applicable to the Subrecipient, and b) the terms of this Agreement.
11. Vouchering. The Subrecipient shall submit vouchers to, and for approval by, Unity House on a monthly basis, but not less than quarterly, by the 15th of the following month. In order to be eligible for reimbursement, vouchers shall be for allowable, approved costs incurred in accordance with the terms of this Agreement and shall display expenses for reimbursement by budget category pursuant to Exhibit B. Vouchers must be accompanied by sufficient documentation, as specified in Exhibit B. Unity House must be in receipt of all vouchers under this Agreement, including the final voucher (marked "FINAL"), no later than 15 days after the termination of this Agreement or the vouchers may not be honored by Unity House. An authorized representative of the Subrecipient shall certify on each voucher that the costs are the actual costs as recorded in Subrecipient's records and as expended for the Work actually performed in accordance with the terms of this Agreement.

If the Subrecipient estimates that they will not be able to fully expense the funds awarded to them by this agreement, they should notify Unity House as soon as possible, but no later than 120 days before the end of the subaward period. Unity House will work with the Subrecipient to adjust the budget and if necessary will request a budget modification to reallocate the funds.

12. Payment. Payment for allowable, approved expenses shall be made upon receipt of voucher. Payment shall be contingent upon the availability of funding from the Prime Sponsor (funding agency) under the Prime Agreement. In the event that Unity House learns that it will be unable to make payment to the Subrecipient because funding from the Prime Sponsor is cancelled or withdrawn, it must give the Subrecipient prompt notice of such information, and the Subrecipient will have the option to cease work but will not otherwise seek recovery against Unity House. Payment is also contingent upon Subrecipient's compliance with the terms and conditions, including the interim and final reporting requirements, of this Agreement. The final payment under this Agreement shall be made upon receipt by Unity House of all services, reports and/or supplies called for hereunder. All payments shall be subject to correction and adjustment upon audit or any disallowance. The Subrecipient is solely responsible for reimbursing Unity House for amounts paid the Subrecipient but disallowed under the terms of this Agreement. Any non-compliance with the terms and conditions of this Agreement may result in the withholding of payment and/or immediate termination.

If any disagreement about billing arises which cannot be resolved between the Subrecipient and the Unity House Accounting Manager, the Unity House Assistant Director of Finance and pertinent Unity House Program Director will assist. If further clarification is needed, the matter will be presented to the contract representative for the funding agency (Prime Sponsor). If necessary, the Unity House Director of Finance and the Unity House Chief Executive Officer will be consulted.

13. Monitoring. Unity House will make periodic monitoring visits to the Subrecipient to examine program and fiscal records. The Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not be limited to:

- 13.1Records providing a full description of each activity undertaken;
- 13.2Records demonstrating that each activity undertaken meets the requirements of the Prime Sponsor;
- 13.3Records required to determine the eligibility of activities;
- 13.4Records required to document the acquisition, improvement, use or disposition of real property acquired or improved.

Unity House will give the Subrecipient notice before making a visit. Unity House will inform the Subrecipient of any concerns or findings, and assist the Subrecipient to devise and implement corrective action if necessary.

14. Audit. Unity House, the funding agency, or their duly authorized representatives shall, until four years (as specified by Prime Award) after final payment under this Agreement, have access to any of the Subrecipient's records related to this Agreement for the purpose of making audits, examination excerpts and transcriptions. Upon reasonable notice Unity House or the Prime Sponsor shall have access to the Subrecipient's records during normal business hours. The period of access for records relating to appeals under a dispute, litigation or settlement of claims arising from the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken, shall continue until such appeals, litigation, claims, or exceptions are disposed of.
15. Compliance Program. Subrecipient will participate, in good faith and as appropriate, in our Compliance Program. Any questions should be directed to the Unity House Authorized Representative for Compliance (see Contact Information section below for details).
16. Reports. Subrecipient shall furnish reports of findings and progress made under this Agreement in accordance with the following schedule:

<u>Report Type</u>	<u>Due Date</u>	<u>Deliver To</u>
Program	10/31/2017	Unity House Authorized Rep. for Grant Matters*

	10/31/2018	Unity House Authorized Rep. for Grant Matters*
	10/31/2019	Unity House Authorized Rep. for Grant Matters*
Fiscal	15 <sup>th</sup> of every month	Unity House Authorized Rep. for Fiscal Matters*

\*See Contact Information section below for details.

17. **General Conditions.** In addition to the specific clauses of this Agreement, the Subrecipient shall comply with all Federal/State/local laws and regulations applicable to the Work being performed under this Agreement. Such program requirements include the authorizing legislation (the AIDS Housing Opportunity Act, codified at 42 U.S.C. §§ 12901-12912), and regulations (the Regulations for the Housing Opportunities for Persons with AIDS (“HOPWA”) program at 24 CFR part 574), the attached Notice of Funds Availability for the program, other program directives, HUD Handbooks and Notices, Executive Orders and any other applicable Federal or State requirements.

Other applicable Federal/State requirements with which the Subrecipient must comply include, but are not limited to:

- 17.1 **2 CFR part 200** (“Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”) and **24 CFR part 87** (“New Restrictions on Lobbying”);

- 17.2 **Safeguarding Resident/Client Files.** In maintaining resident and client files, funding recipients shall comply with the Privacy Act of 1974 (Privacy Act), the agency rules and regulations issued under the Privacy Act, and observe state and local laws concerning the disclosure of records that pertain to individuals. Further, recipients are required to comply with the Privacy Act in the design, development, or operation of any system of records on individuals and take reasonable measures to ensure that resident and client files are safeguarded, including when reviewing, printing, or copying client files. In addition, 24 CFR 574.440 requires that HOPWA grantees and project sponsors ensure the confidentiality of the name of program clients and any other information regarding individuals receiving assistance. Funding recipients must follow confidentiality requirements and must not share clients' HIV status or related information without written consent of the client and must not share this information with individuals or organizations who do not need to know the information.

The Subrecipient must also comply with the confidentiality and privacy requirements under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), and all applicable Federal, State, and local laws regarding privacy and confidentiality of health-related information. Confidentiality requirements are described in further detail in the NOFA (Attachment N of Exhibit C).

- 17.3 **Managing Federal Credit Programs.** The Subrecipient certifies that neither it nor any person to be paid from funds under this Agreement is delinquent in the repayment of any federal debt as defined by OMB Circular A-129.

- 17.4 **Civil Rights and Equal Employment.** The Subrecipient shall comply with all laws prohibiting workplace discrimination based on race, gender, gender identity, age, disability, religion, national origin, political affiliation or belief, genetics, arrest and conviction record, marital status, genetic predisposition and carrier status, veteran status, sexual orientation, or retaliation. For more information, visit the U.S. Equal Employment Opportunity Commission website (<https://www.eeoc.gov/>).



17.5 Fly America Act. The Subrecipient shall comply with the Fly America Act (International Air Transportation Fair Competitive Practices Act of 1974, Section 5).

17.6 Debarment and Suspension. The Subrecipient certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

17.7 Lobbying. Subrecipient certifies, to the best of its knowledge or belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally-funded Agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Execution of this Agreement constitutes certification by Subrecipient as imposed by section 1352, title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

17.8 Audits of States, Local Governments, and Non-Profit Organizations. By signing this Agreement, Subrecipient represents that it complies with the requirements of OMB Circular A-133. Subrecipient must submit a letter of notification as required by Section 320(e)2, unless a reporting package as required by Section 320(C) is necessary because there were findings and questioned costs relating to federal awards Unity House of Troy provided. The notification or the reporting package (if required) must be submitted within nine months after the end of the audit period. Subrecipient further agrees to permit access by duly authorized representatives of Unity House of Troy or the Prime Sponsor to Subrecipient's records and financial statements as necessary to ensure compliance pursuant to this clause.

18. Assignment. The Subrecipient may not assign, transfer or subcontract any part of this Agreement, any interest herein or claims hereunder, without the prior, written approval of Unity House of Troy, except as expressly allowed in the approved award.

19. Termination. Unity House may pursue such remedies as are available to it in accordance with 24 CFR 85.43, including but not limited to suspension or termination of this Agreement, if the Subrecipient

materially fails to comply with any terms or conditions of this Agreement, which include, but are not limited to, the following:

- Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Prime sponsor guidelines, policies or directives as may become applicable at any time;
  - Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
  - Ineffective or improper use of funds provided under this Agreement;
  - Submission by the Subrecipient to Unity House of reports that are incorrect or incomplete in any material respect; or
  - Failure to take satisfactory corrective action as directed by Unity House.
20. **General Release.** Subrecipient's acceptance of payment of the final voucher under this Agreement shall release Unity House of Troy from all claims of the Subrecipient, and from all liability to the Subrecipient concerning the Work, except where such claims or liabilities arise from any negligent act, error or omission of Unity House of Troy.
21. **Use of Name.** Neither the Subrecipient nor Unity House of Troy shall make use of this Agreement, or use the other's name or that of any member of the other's staff for publicity, advertising or other commercial purposes without prior written approval of the other party. This restriction shall not apply to publicly available documents that identify the existence of the agreement.
22. **Changes.** By mutual agreement, the Subrecipient and Unity House of Troy may make changes to the Work and to the terms of this Agreement. Any such changes shall be in the form of a written amendment signed by authorized contractual representatives of the Subrecipient and Unity House of Troy.
23. **Indemnification.** Subrecipient shall hold Unity House of Troy harmless from and shall indemnify Unity House of Troy for any and all claims, demands, and actions based upon or arising out of any activities, services performed, or work done by Subrecipient or its employees or agents under this Agreement, and shall defend any and all claims or demands. The Subrecipient shall indemnify, save and hold harmless Unity House of Troy and the Federal or State government and its representatives against any liability resulting from any willful or intentional violation by the Subrecipient arising out of any services performed under this Agreement.
24. **Insurance Requirements.** Subrecipient shall, at all times throughout the Agreement Term, carry insurance in such form and in such amounts as Unity House may from time to time reasonably require against other insurable hazards and casualties that are commonly insured against in the performance of similar services as are to be provided under this Agreement. At a minimum, Subrecipient shall maintain during the Agreement Term at least the following types and limits of insurance coverage:
- a. Workers' compensation in amounts no less than required by law;
  - b. Employer's Liability Insurance with a limit of \$1,000,000;
  - c. Commercial general liability insurance, including personal injury, contractual liability and property damage, with limits of \$1,000,000 per occurrence and \$3,000,000 aggregate;
  - d. Abuse and molestation insurance with a limit of \$1,000,000 per claim;
  - e. Professional liability insurance on a claims made basis with a limit of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate; and
  - f. Umbrella liability insurance with a limit of \$5,000,000 per occurrence and in the aggregate.

All policies (other than workers' compensation and employer's liability insurance) providing such coverage shall name Unity House as an additional insured with respect to Subrecipient's performance

of services under this Agreement. Subrecipient shall provide Unity House with certificates of insurance evidencing such coverage within thirty (30) days after execution of this Agreement, which certificates shall provide that Unity House shall receive thirty (30) days' advance written notice of any pending cancellation or non-renewal of any of the coverages required by Unity House pursuant to this Agreement. Insurance coverages that expire before the expiration of the Agreement Term shall be promptly renewed by Subrecipient so that there is no gap in coverage and certificates of insurance evidencing such renewal coverage shall be provided to Unity House immediately upon renewal. Subrecipient's failure to maintain insurance in the form and/or amounts required by Unity House pursuant to this Agreement shall be deemed a material breach of this Agreement and Unity House shall have the right thereupon to terminate this Agreement immediately in addition to any other remedy provided herein.

In the event that the Subrecipient were to lack the insurance required by this section at any time while this Agreement is in effect and a third party brings a claim against Unity House that would have been covered by such insurance, the Subrecipient shall indemnify and hold Unity House harmless for all liabilities, losses, and expenses (including attorney's fees) arising out of such claim and Unity House's defense of such claim.

25. Proof of Insurance. Subrecipient agrees to provide Unity House of Troy upon execution of this Agreement a certificate of insurance substantiating Subrecipient's compliance with the levels and kinds of required insurance. Such certificate of insurance shall provide for a minimum of 30 days' notice to Unity House of Troy prior to cancellation or non-renewal of any required insurance.

In the event that the Subrecipient were to lack the insurance required by this section at any time while this Agreement is in effect and a third party brings a claim against Unity House that would have been covered by such insurance, the Subrecipient shall indemnify and hold Unity House harmless for all liabilities, losses, and expenses (including attorney's fees) arising out of such claim and Unity House's defense of such claim.

26. Severability. The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

27. Governing Law; Forum. This Agreement shall be governed by and construed under the laws of the State of New York, which shall be the forum for any lawsuits arising from or incident to this Agreement.

28. Non-Waiver. The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

29. Contact Information.

Program matters.

For Subrecipient: Denise Doin  
CARES INC.  
200 Henry Johnson Blvd, Suite 4  
Albany NY 12210  
Phone: (518) 489-4130  
Fax: (518) 489-2237  
Email: [ddoin@caresny.org](mailto:ddoin@caresny.org)

For Unity House: Danielle Wissenbach  
Unity House of Troy, Inc.  
2431 Sixth Avenue / 504 Broadway  
Troy, NY 12180  
Phone: (518) 274-2607  
Fax: (518) 271-8502  
Email: [DWissenbach@UnityHouseNY.org](mailto:DWissenbach@UnityHouseNY.org)

Grant administration matters.

For Subrecipient: Denise Doin  
CARES INC.  
200 Henry Johnson Blvd, Suite 4  
Albany NY 12210  
Phone: (518) 489-4130  
Fax: (518) 489-2237  
Email: [ddoin@caresny.org](mailto:ddoin@caresny.org)

For Unity House: Grants & Contracts Department  
Unity House of Troy, Inc.  
2431 Sixth Avenue  
Troy, New York 12180-2227  
Phone: (518) 274-2607  
Fax: (518) 271-8502  
Email: [Grants.Contracts@UnityHouseNY.org](mailto:Grants.Contracts@UnityHouseNY.org)

Grant vouchering/financial matters.

For Unity House: Kesa Shea  
Unity House of Troy, Inc.  
2431 Sixth Avenue  
Troy, New York 12180-2227  
Phone: (518) 274-2607  
Fax: (518) 271-8502  
Email: [Kshea@UnityHouseNY.org](mailto:Kshea@UnityHouseNY.org)

Compliance matters.

For Unity House: Andrea Ryan  
Unity House of Troy, Inc.  
2431 Sixth Avenue  
Troy, New York 12180-2227  
Phone: (518) 274-2607; Fax: (518) 271-8502  
Email: [ARyan@UnityHouseNY.org](mailto:ARyan@UnityHouseNY.org)

This Agreement is the complete agreement of the Subrecipient and Unity House and supersedes all prior understandings regarding the Work.

By signing below, Subrecipient acknowledges that it has read and understood this Agreement, that it agrees to be bound by the terms and conditions of this Agreement and that the individual signing this Agreement is a duly authorized representative of Subrecipient with authority to execute agreements on behalf of Subrecipient.

IN WITNESS WHEREOF, the respective parties have executed this Agreement on the dates indicated below.

**UNITY HOUSE OF TROY, INC.**

**CARES, Inc.**



Christopher Burke  
Chief Executive Officer



Nancy Chiarella  
Executive Director

1 / 4 / 2017

Date

1 / 9 / 17

Date

