

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: 09/26/2024

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: Chautauqua Opportunities, Inc.

b. Employer/Taxpayer Identification Number (EIN/TIN): 16-0905222

c. Unique Entity Identifier: TMDVN7NDHRM6

d. Address

Street 1: 17 West Courtney Street

Street 2:

City: Dunkirk

County: Chautauqua

State: New York

Country: United States

Zip / Postal Code: 14048

e. Organizational Unit (optional)

Department Name:

Division Name:

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

Prefix: Ms.

First Name: Judy

Middle Name:

Last Name: Yonkers

Suffix:

Title: Director of Grants and Systems Compliance

Organizational Affiliation: Chautauqua Opportunities, Inc.

Telephone Number: (716) 366-3333

Extension: 1201

Fax Number: (716) 366-7366

Email: jyonkers@chautopp.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-6800-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: CoC Planning Project 2024

16. Congressional District(s):

a. Applicant: NY-023

b. Project: NY-023
(for multiple selections hold CTRL+Key)

17. Proposed Project

a. Start Date: 10/01/2025

b. End Date: 09/30/2026

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: Ms.

First Name: Diane

Middle Name:

Last Name: Hewitt-Johnson

Suffix:

Title: Chief Executive Officer

Telephone Number: (716) 366-3333
(Format: 123-456-7890)

Fax Number: (716) 366-7366
(Format: 123-456-7890)

Email: dhewitt-johnson@chautopp.org

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

Date Signed: 09/26/2024

1G. HUD 2880

Applicant/Recipient Disclosure/Update Report - form HUD-2880
U.S. Department of Housing and Urban Development
OMB Number: 2501-0017 Expiration Date: 01/31/2026

Applicant/Recipient Information

1. Applicant/Recipient Name, Address, and Phone

Agency Legal Name: Chautauqua Opportunities, Inc.

Prefix: Ms.

First Name: Diane

Middle Name:

Last Name: Hewitt-Johnson

Suffix:

Title: Chief Executive Officer

Organizational Affiliation: Chautauqua Opportunities, Inc.

Telephone Number: (716) 366-3333

Extension: 1111

Email: dhewitt-johnson@chautopp.org

City: Dunkirk

County: Chautauqua

State: New York

Country: United States

Zip/Postal Code: 14048

2. Employer ID Number (EIN): 16-0905222

3. HUD Program: Continuum of Care Program

4. Amount of HUD Assistance Requested/Received: \$62,882.00

(Requested amounts will be automatically entered within applications)

5. State the name and location (street address, City and State) of the project or activity.

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. **No**

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 non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, correct, and accurate. Warning: If you knowingly make a false statement on this form, you may be subject to criminal and/or civil 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.

X

Name / Title of Authorized Official: Diane Hewitt-Johnson, Chief Executive Officer

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

Date Signed: 09/26/2024

1H. HUD 50070

HUD 50070 Certification for a Drug Free Workplace

Applicant Name: Chautauqua Opportunities, 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 certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, submitting, or causing to be submitted a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment.

☒

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Authorized Representative

Prefix: Ms.

First Name: Diane

Middle Name

Last Name: Hewitt-Johnson

Suffix:

Title: Chief Executive Officer

Telephone Number: (716) 366-3333
(Format: 123-456-7890)

Fax Number: (716) 366-7366
(Format: 123-456-7890)

Email: dhewitt-johnson@chautopp.org

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

Date Signed: 09/26/2024

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

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: Chautauqua Opportunities, Inc.

Name / Title of Authorized Official: Diane Hewitt-Johnson, Chief Executive Officer

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

Date Signed: 09/26/2024

1J. SF-LLL

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB: 4040-0013 (exp. 02/28/2025)

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: Chautauqua Opportunities, Inc.

Street 1: 17 West Courtney Street

Street 2:

City: Dunkirk

County: Chautauqua

State: New York

Country: United States

Zip / Postal Code: 14048

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: Ms.

First Name: Diane

Middle Name:

Last Name: Hewitt-Johnson

Suffix:

Title: Chief Executive Officer

Telephone Number: (716) 366-3333
(Format: 123-456-7890)

Fax Number: (716) 366-7366
(Format: 123-456-7890)

Email: dhewitt-johnson@chautopp.org

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

Date Signed: 09/26/2024

IK. SF-424B

(SF-424B) ASSURANCES - NON-CONSTRUCTION PROGRAMS

OMB Number: 4040-0007
Expiration Date: 02/28/2022

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- | | |
|----|---|
| 1. | Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application. |
| 2. | Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. |
| 3. | Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. |
| 4. | Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency. |
| 5. | Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F). |
| 6. | Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism, (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application. |
| 7. | Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. |
| 8. | Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. |

9.	Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327~333), regarding labor standards for federally-assisted construction subagreements.
10.	Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11.	Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12.	Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13.	Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14.	Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15.	Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16.	Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17.	Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18.	Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19.	Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

As the duly authorized representative of the applicant, I certify: ☒

Authorized Representative for: Chautauqua Opportunities, Inc.

Prefix: Ms.

First Name: Diane

Middle Name:

Last Name: Hewitt-Johnson

Suffix:

Title: Chief Executive Officer

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

Date Signed: 09/26/2024

2A. Project Detail

1. CoC Number and Name: NY-514 - Jamestown, Dunkirk/Chautauqua County CoC

2. Collaborative Applicant Name: Chautauqua Opportunities, Inc.

3. Project Name: CoC Planning Project 2024

4. 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 24 CFR 578.7:

The collaborative applicant will utilize these funds to support the activities of the CoC. This will include: support for the coordinated entry system, including ongoing evaluation and expansion; evaluation of CoC program performance measures and technical assistance to help them improve quality; developing public and private partnerships to increase the supply of affordable housing, increase the engagement of healthcare providers, expand homeless services and housing, and respond to local need; and monitoring and evaluation of CoC funded programs to ensure compliance with program guidelines and HUD requirements.

The collaborative applicant will facilitate trainings to the CoC membership as well as the larger community on Fair Housing and the HUD Equal Access to Housing Final Rule. The collaborative applicant will also ensure that an annual training is conducted for CoC Funded agencies on providing services to victims of domestic violence, dating violence, sexual assault, and stalking.

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

Throughout the program year (10/1/2025 – 9/30/2026), a CoC coordinated entry committee will meet to evaluate coordinated entry usage and data. The committee will make any recommendations for changes in procedures or processes to the full membership. The same committee will periodically reach out to unfunded, nonparticipating members to determine the barriers that exist for their participation in the coordinated entry system.

Throughout the program year (10/1/2025 – 9/30/2026), the collaborative applicant will evaluate system performance measures for CoC-funded programs and the CoC as a whole. The collaborative applicant will provide CoC-funded programs with a summary report of their project's system performance measures on a quarterly basis and will make recommendations to the full membership for strategies to improve system performance measures, procedures, and/or processes bi-annually.

Throughout the program year (10/1/2025 – 9/30/2026), the collaborative applicant will schedule trainings for the upcoming year to include mandatory annual trainings and trainings in response to local need. Trainings will include Fair Housing education, training on the HUD Equal Access to Housing Final Rule, with a specific emphasis on the needs of LGBTQ individuals experiencing homelessness, and education on the CoC's Emergency Transfer Plan and best practices for serving victims of domestic violence. Trainings will be offered to the full membership and will be mandatory for CoC Funded agencies.

Throughout the program year (10/1/2025 – 9/30/2026), a CoC subcommittee will meet to evaluate the CoC's performance in addressing racial disparities and to develop strategies to improve any differentials in outcomes for homeless services. The data reviewed by the subcommittee will be presented to the full membership along with strategies.

Throughout the program year (10/1/2025 – 9/30/2026), the collaborative applicant will monitor the outcomes of CoC and ESG-funded agencies to ensure compliance with program requirements and HUD regulations.

Throughout the program year (10/1/2025 – 9/30/2026), the collaborative applicant will develop and implement strategies with local leaders and CoC members to increase the supply of affordable housing in the CoC. The Collaborative Applicant works closely with the County IDA and their non-profit affiliate, the Chautauqua County Partnership for Economic Growth (CCPEG) to increase the supply of affordable housing. In the program year, this will include implementing the recommendations of the Housing Market Study completed in the prior year, as well as carrying out a Homeless Services Strategic Plan (Design Sprint) that the CoC is currently conducting.

Throughout the program year (10/1/2025 – 9/30/2026), the collaborative applicant will develop strategies with local leaders to coordinate homeless services with healthcare agencies and leverage additional resources to address the needs of homeless persons. The CoC will continue to develop its relationships with the local Federally Qualified Health Center, mental health providers, and the local hospital system that provides treatment for alcohol and substance abuse.

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

The funds will allow program staff from the collaborative applicant to make onsite monitoring visits to CoC-funded projects. Through those monitoring reviews, programs will be reviewed for compliance to HUD requirements and their progress to program outcomes. The monitoring visits will allow the collaborative applicant to provide feedback to programs on ways to improve their program outcomes. Secondly, CoC and ESG funded agencies will be provided with feedback on functions of the CoC and ESG projects to determine if coordinated entry is being utilized effectively and performance measures are being met. Planned trainings will increase the ability of the CoC membership and the larger community to serve LGBTQ individuals and domestic violence victims experiencing homelessness. These projects will address local needs as determined by the CoC.

3A. Governance and Operations

1. How often does the CoC conduct meetings of the full CoC membership? Bi-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

3a. Written agendas of CoC meetings? Yes

3b. Coordinated Entry? (Also known as centralized or coordinated assessment) Yes

3c. Process for monitoring outcomes of ESG recipients? Yes

3d. CoC policies and procedures? Yes

3e. Written process for board selection? Yes

3f. Code of Conduct for board members that includes a recusal process? Yes

3g. 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.

Name of Group	Role of the Group (max 750 characters)	Meeting Frequency	Name of Individuals and/or Organizations Represented
Executive Committee	Conduct business of the CoC as directed by the membership.	Bi-Monthly	Toni Taylor (formerly homeless individual), Southern Tier Environments for Living, Recovery Options Made Easy, Chautauqua Opportunities, Inc.
Ranking and Review Committee	Reviews and ranks CoC funding applications.	Annually	UCAN City Mission, City of Dunkirk Dept. of Development, Chautauqua County Department of Health and Human Services
Point in Time Count Committee	Plan and conduct annual Point in Time count.	No regular meetings	Southern Tier Environments for Living, Chautauqua Opportunities, Inc., Recovery Options Made Easy
Coordinated Entry Committee	Plan and coordinate Coordinated Entry System	Bi-Monthly	Chautauqua Opportunities, Inc., Southern Tier Environments for Living

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:	\$15,721
Total Value of In-Kind Commitments:	\$0
Total Value of All Commitments:	\$15,721

1. Will this project generate program income described in 24 CFR 578.97 to use as Match for this project? No

Type	Source	Contributor	Value of Commitments
Cash	Government	NYS Homes and Com...	\$15,721

Sources of Match Details

1. Type of commitment: Cash

2. Source: Government

3. Name of source: NYS Homes and Community Renewal (Housing
(Be as specific as possible and include the office Trust Fund) Rural Preservation Program
or grant program as applicable)

4. Value of Written Commitment: \$15,721

4B. Funding Request

1. Will it be feasible for the project to be under grant agreement by September 15, 2026? **Yes**

2. Does this project propose to allocate funds according to an indirect cost rate? **Yes**

Indirect cost rate proposals should be submitted as soon as the applicant is notified of a conditional award and no later than three months after the award. Conditional award recipients will be asked to submit the proposal or approved rate during the e-snaps post-award process.

a. Please complete the indirect cost rate schedule below:
(At least one row must be entered)

Cognizant Agency	Indirect Cost Rate	Direct Cost Base	Plan approved by cognizant agency or will use 15% de minimis rate
U.S. Department of Health and Human Services	10%	\$57,427	Approved Rate

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	6.5% of salaries/fringe of Housing Director, Deputy Dir. and Admin. Asst. (\$17,094), other associated costs (\$2,048 for supplies, space, tech support, network, insurance, audit), and indirect (\$19,142 x 9.5% = \$1,818) to coordinate CoC activities w/focus on coordination with mental health/substance use providers, PIT, facilitate CoC trainings, and evaluate CE procedures, processes, usage and data.	\$20,960
2. Project Evaluation		
3. Project Monitoring Activities	6.5% of salaries/fringe of Housing Director, Deputy Dir. and Admin. Asst. (\$17,095), other associated costs (\$2,048 for supplies, space, tech support, network, insurance, audit), and indirect (\$19,143 x 9.5% = \$1,818) to evaluate, monitor (onsite), and provide technical assistance to funded projects to improve outcomes.	\$20,961
4. Participation in the Consolidated Plan		
5. CoC Application Activities		
6. Determining Geographical Area to Be Served by the CoC		
7. Developing a CoC System	6.5% of salaries/fringe of Housing Director, Deputy Dir. and Admin. Asst. (\$17,095), other associated costs (\$2,048 for supplies, space, tech support, network, insurance, audit), and indirect (\$19,143 x 9.5% = \$1,818) to engage new service providers and make recommendations to the CoC for strategies to improve system performance measures, procedures, and/or processes.	\$20,961
8. HUD Compliance Activities		

Applicant: Chautauqua Opportunities, Inc.

092475441

Project: CoC Planning Project 2024

218721

Total Costs Requested		\$62,882
Cash Match		\$15,721
In-Kind Match		\$0
Total Match		\$15,721
Total Budget		\$78,603

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	Matching Funds Le...	09/26/2024
2. Other Attachment(s)	No	Indirect Cost Rat...	09/19/2024

Attachment Details

Document Description: Matching Funds Letter and Grant Agreement

Attachment Details

Document Description: Indirect Cost Rate Agreement

5B. Certification

**Applicant and Recipient Assurances and Certifications - form HUD-424B (Title)
U.S. Department of Housing and Urban Development OMB Approval No.
2501-0017
(expires 01/31/2026)**

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39. By submitting this form, you are stating that to the best of your knowledge and belief, all assertions are true and correct.

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion sex (including gender identity and sexual orientation), disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

7. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

8. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHs established under State law are not excluded from the statute's coverage.

Name of Authorized Certifying Official: Diane Hewitt-Johnson

Date: 09/26/2024

Title: Chief Executive Officer

Applicant Organization: Chautauqua Opportunities, Inc.

PHA Number (For PHA Applicants Only):

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. **WARNING:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

X

6A. Submission Summary

Page	Last Updated
1A. SF-424 Application Type	No Input Required
1B. SF-424 Legal Applicant	08/27/2024
1C. SF-424 Application Details	No Input Required
1D. SF-424 Congressional District(s)	08/27/2024
1E. SF-424 Compliance	08/27/2024
1F. SF-424 Declaration	08/27/2024
1G. HUD 2880	08/27/2024
1H. HUD 50070	08/27/2024
1I. Cert. Lobbying	08/27/2024
1J. SF-LLL	08/27/2024

IK. SF-424B	08/27/2024
2A. Project Detail	08/27/2024
2B. Description	09/19/2024
3A. Governance and Operations	09/19/2024
3B. Committees	09/19/2024
4A. Match	09/16/2024
4B. Funding Request	09/26/2024
5A. Attachment(s)	09/26/2024
5B. Certification	09/26/2024



CHAUTAUQUA OPPORTUNITIES, INC.

A COMMUNITY ACTION AGENCY



Helping people. Changing lives.

September 26, 2024

To Whom It May Concern:

Chautauqua Opportunities, Inc. (COI) commits to providing the required match for its CoC Planning Grant (program year 2025-2026) in the amount of \$15,721 from a Rural Preservation Program Grant (RPP) the agency receives from the NY State Housing Trust Fund. The 2024-2025 RPP contract is provided as documentation. COI receives this funding annually.

Sincerely,

Diane Hewitt-Johnson
Chief Executive Officer

Michael G. Yerico Administrative Building

17 West Courtney St, Dunkirk, NY 14048

(716) 366-3333 FAX (716) 366-7366

PRESERVATION PROGRAM
GRANT AGREEMENT

This **AGREEMENT** is made effective as of the 1st day of July 2024, by and between the Housing Trust Fund Corporation ("Corporation"), a public benefit corporation created and existing as a subsidiary of the New York State Housing Finance Agency pursuant to Section 45-a of the New York Private Housing Finance Law (the "PHFL"), with an office at 38-40 State Street, Hampton Plaza, 4th Floor, Albany, New York 12207, and Chautauqua Opportunities, Inc. ("Recipient"), a not-for-profit corporation organized pursuant to the Not-For-Profit Corporation Law of the State of New York having its principal place of business at 10825 Bennett Road, Dunkirk, New York 14048.

WITNESSETH:

WHEREAS, HTFC has been allocated funds from the State of New York Mortgage Agency for use in the New York State fiscal year 2024-25 in connection with the Rural Preservation Program ("RPP") Article XVII of the Private Housing Finance Law, and the regulations promulgated thereunder (the "**Statute**").

WHEREAS, the Recipient has submitted an application (the "Application") to administer to the Corporation for a local Program to provide preservation activities (as defined in the Statute) with respect to land and community development improvements located in the approved service area (the "Service Area"), as more fully described in Schedule A, Work Plan, Budget and Payment and Reporting Schedule (such activities herein referred to as the "**Program**"); and

WHEREAS, the Corporation wishes to provide funds to the Recipient for eligible costs to complete the Program ("**Program Costs**") in an amount of up to \$121,783.33 (the "Award") for the Term and in consideration of, among other things, the Recipient undertaking to comply with all the terms and conditions of the Program, this Agreement, the Statute, and the Corporation's applicable rules, regulations, policies and procedures, as amended from time to time.

NOW, THEREFORE, in furtherance of the Program and Statute, and for the consideration herein provided, the parties do mutually covenant and agree as follows:

1. Contents of Agreement.

The following documents are attached or incorporated by reference into this Agreement as if fully set out herein:

- (a) the Recipient's approved Application and accompanying submissions, as modified by the terms of this Agreement or any subsequent amendment approved by the Corporation;
- (b) the Program requirements (as now in effect and as may be revised from time to time); and
- (c) applicable New York State laws and regulations, as may be amended, including, but not limited to, the Statute.

2. Goals and Objectives.

The Recipient shall (a) complete the Program in accordance with the Recipient's approved Work Plan as modified by the terms of this Agreement or any subsequent amendment approved by the Corporation, (b) adhere to the Program Budget, and (c) adhere to the Payment and Reporting Schedule.

3. Term.

The period of performance for the Program shall be July 1, 2024 through June 30, 2025 unless sooner

terminated as provided for herein or otherwise extended by the Corporation (the "Term"). Any modification of the Term must be requested in writing and approved by the Corporation in writing.

4. Program Costs.

The Corporation agrees to provide funding to the Recipient for Program Costs, as outlined in Schedule A. Program Costs shall not exceed the amount of the Award. Any modification, amendment, or rescission of Program Costs must be requested in writing and approved in writing by the Corporation. No project costs may be incurred nor payment requests processed outside of the Term. The Corporation reserves the right to reduce the Award: a) to conform to any revision to which the parties may agree in writing with respect to eligible projects; or b) if the actual costs for the approved activities are less than those budgeted for in Schedule A, subject to the availability of State funding. The Corporation shall have no obligation to make disbursements for items other than the eligible items set forth in Schedule A. The Corporation may, at its sole discretion, provide need-based awards to commit additional funds to existing contracts specifically for the continuance or expansion of eligible activities. The Corporation may, at its sole discretion, also provide multi-year contracts or renewals based on the Corporation's available funds. Additional funds are subject to HTFC Board approval.

5. Use of Funds.

Funds provided by the Corporation pursuant to this Agreement shall be restricted to sums required for payment of salaries and wages to employees of Recipient who are engaged in rendering preservation activities, fees to consultants and professionals retained by Recipient for planning and performing such activities and other costs and expenses directly related to such employees, consultants and professionals, including, but not limited to office rent, office equipment, fringe benefits, office expenses or other administrative expenses.

7. Reports.

During the Term the Recipient shall, at such times and in such form as the Corporation may require, furnish the Corporation with periodic reports pertaining to the Program and the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement.

8. Records.

The Recipient shall keep and maintain complete and accurate books, records and other documents as shall be required under applicable and State and Federal rules and regulations, and as may be requested by the Corporation to reflect and fully disclose all transactions related to the receipt and expenditure of the Award and administration of the Program. All such books, records and other documents shall be available for inspection, copying and audit during the Term and for seven (7) years following the final disbursement of the Award by any duly authorized representative of the State or Federal Government.

9. Supporting Documentation.

All expenditures made from funds disbursed pursuant to this Agreement shall be supported by written bids, written contracts, billings, invoices, bank documents and any other documentation as required by the Corporation. The Corporation may request or review the documentation at any time to establish that such funds have been used in accordance with the terms of this Agreement, the Statute, and the Corporation's applicable rules, regulations, policies and procedures as amended from time to time.

10. Disbursement.

- (a) The Corporation shall have no obligation to make disbursements for anything other than administrative costs related to operating a preservation company.
- (b) The Recipient shall submit to the Corporation requests for disbursements in such form and manner and at such times as the Corporation may require. Each such request shall:
 - (1) State the amount requested to be disbursed;
 - (2) Be certified by an officer of the Recipient; and
 - (3) Constitute an affirmation that the representations and warranties contained in Section 11 hereof remain true and correct on the date thereof.

- (c) Funds shall be transferred to the Recipient through an Automated Clearing House (ACH), i.e., direct deposit, procedure. All disbursements paid to the Recipient shall be deposited in an account established by the Recipient in a bank authorized to do business in the State of New York and insured by the Federal Deposit Insurance Corporation.

11. Representations and Warranties.

The Recipient represents and warrants to the Corporation that:

- (a) It is, as of the date hereof, and has been for at least one year prior to the execution of this Agreement, duly organized, validly existing and in good standing under the Not-for-Profit Corporation Law of the State of New York and is duly authorized to enter into this Agreement and the transactions contemplated hereby.
- (b) There is no pending or threatened litigation that might affect the Recipient's ability to comply with this Agreement or the Program.
- (c) The transactions contemplated hereby do not violate any applicable law or the certificate of incorporation, charter, by-laws or any other legal instrument affecting the Recipient.
- (d) The Program, to the extent necessary, has been approved by all governmental authorities which have jurisdiction over the Recipient or the Program.
- (e) The information contained in the Application, this Agreement or otherwise previously provided to the Corporation by the Recipient (i) is true and correct in all respects and accurately represents the condition of the Program and of the Recipient as of the date hereof, and (ii) no material change has occurred in the condition of the Program or Recipient or the financial conditions of the Program or Recipient as of the date hereof.
- (f) There is no default on the part of the Recipient under this Agreement or under any other agreement executed in connection with the Program or with any other program of HCR or the Corporation, and no event has occurred and is continuing which with notice or the passage of time would constitute an event of default thereunder.
- (g) This Agreement and all other agreements executed in connection with the Program will be, upon execution thereof, legal, valid and binding agreements enforceable against the Recipient in accordance with its terms.
- (h) There are no outstanding or overdue payments owed for any taxes including but not limited to, workers' compensation and unemployment insurance in connection with the Program.
- (i) It has obtained the managerial and technical capability necessary to undertake and perform the Program and the activities set forth in the Work Plan and Budget in a satisfactory manner.
- (j) All Program activities will be performed within the approved Service Area, in accordance with the Work Plan and in accordance with all laws, ordinances, rules, orders, regulations and requirements of any governmental authority having jurisdiction over the Recipient, the Program.
- (k) The Work Plan and any other information contained herein or heretofore provided to the Corporation by the Recipient (i) is true and correct in all respects and accurately represent the condition of the Program and of the Recipient as of the respective date thereof, and (ii) no material change has occurred in the condition of the Program or Recipient or the financial conditions of the Program or Recipient since the respective dates thereof.
- (l) All contracts entered into by the Recipient for any services to be paid for, in whole or in part, with the Award, are in accordance with all applicable laws, rules and regulations.
- (m) Recipient's officer's directors and members are fairly representative of the residents and other legitimate interest of the Service Area, and the board composition meets the statutory and regulatory requirements of the Program.
- (n) Any fees received or proposed to be received by the Recipient from the management of housing accommodations are fair and reasonable;
- (o) Recipient has secured commitments for such additional funds sufficient to complete the Program, including the required one-third match.

12. Covenants of the Recipient.

The Recipient covenants as follows:

- (a) It will comply promptly with all requirements of the Corporation and furnish the Corporation, upon request, with official searches made by any governmental authority.
- (b) It will cause all conditions hereof to be satisfied in a timely manner and will comply with all Program requirements and guidelines, as well as any applicable State and Federal laws and regulations, as amended.
- (c) It will, upon demand, correct any defect in the Program or any departure from **Schedule A** not approved in writing. The disbursement of any Award funds shall not constitute a waiver of the Corporation's rights to require compliance or the Corporation's right to recapture any funds disbursed inadvertently for ineligible expenditures.

It will execute all such instruments and documents that the Corporation may require for the purpose of effectuating the provisions of this Agreement.

13. Insurance.

During the Term, the Recipient shall take all adequate measures to safeguard against the risk of liability for injuries or death of employees of the Recipient, contractors and subcontractors, and of any other persons. The Recipient shall provide the Corporation with insurance certificates for a) comprehensive general liability coverage in a minimum amount of one million dollars naming the Corporation and the State of New York as additional insureds, b) fidelity/crime coverage in an amount not less than the largest anticipated disbursement request for Program funds naming the Corporation as loss payee, and c) certificates for automobile insurance, workers' compensation and disability benefits. All certificates shall be with a New York State licensed carrier of insurance. Within two (2) business days of having received any notice of non-renewal, cancellation, termination, or rescindment for any type of insurance required herein, the Recipient shall provide the Corporation with a copy of such notice, either by facsimile or email (in pdf format) to the signatory hereof, together with an explanation of any efforts taken to reinstate such coverage. The Recipient may not cancel, terminate or fail to renew any insurance policy required herein, unless and until the Recipient has received the Corporation's written consent thereto.

14. Contract Supervision.

It is agreed that the services to be performed under this Agreement shall be subject to the overall administration, supervision and direction of the Corporation and that the Corporation may periodically call meetings which shall be attended by Recipient.

15. Data Security Provisions.

Compliance with Breach Notification and Data Security Laws. Recipient shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and General Business Law § 899-bb, as applicable. Further, in the event of any unauthorized acquisition or acquisition without valid authorization of computerized data which compromises the security, confidentiality, or integrity of personal information maintained by the Recipient, the Recipient shall notify HTFC of such breach immediately following the discovery of the breach if personal or private information was, or is reasonably believed to have been, acquired by a person without validation. The Recipient shall also disclose any breach of the security of its systems to any resident of New York State whose private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Such disclosure shall be made in the most expedient time possible and without unreasonable delay.

16. Notice of Investigation or Default.

The Recipient shall notify the Corporation within five (5) calendar days after obtaining knowledge of:

- (a) the commencement of any investigation or audit of its activities by any governmental agency; or
- (b) the alleged default by the Recipient under any mortgage, deed of trust, security agreement, loan agreement or credit instrument executed in connection with the Program; or
- (c) the allegation of ineligible activities, misuse of the Award, or failure to comply with the terms of the Recipient's Application. Upon receipt of such notification, the Corporation may, in its discretion, withhold

or suspend payment of some or all of the Award for a reasonable period of time while it conducts a review of the Program activities and expenditures.

17. Default.

- (a) If an Event of Default as defined below shall occur, all obligations on the part of the Corporation to make any further payment of the Award shall, if the Corporation so elects, terminate and the Corporation may in its discretion exercise any of the remedies set forth herein or at law; provided, however, the Corporation may make any payments after the occurrence of an Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further payment.
- (b) The following shall constitute an Event of Default hereunder:
 - (i) the Recipient fails, in the reasonable opinion of the Corporation, to comply with or perform the terms of this Agreement, its Program Agreement, its Workplan, the Statute, any applicable State or Federal law or regulation, or the policies and procedures;
 - (ii) at any time any representation or warranty made by the Recipient shall be incorrect or materially misleading; or
 - (iii) the Recipient has failed to commence the Program in a timely fashion or has failed to complete the Program within the Term.
- (c) Upon the occurrence of an Event of Default, the Corporation may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one remedy shall not preclude the Corporation from pursuing any other remedies contained herein or otherwise provided at law or in equity:
 - (i) Terminate this Agreement, provided the Recipient is given at least thirty (30) calendar days prior written notice.
 - (ii) Commence a legal or equitable action to enforce performance of this Agreement;
 - (iii) Withhold or suspend payment of the Award; or
 - (iv) Exercise any corrective or remedial action, including but not be limited to advising the Recipient to cease incurring costs for the Program or requiring the Recipient to reimburse the Corporation for use of the Award in violation of this Agreement.
- (d) In the event this Agreement is terminated by the Corporation for any reason, or upon the closeout of the Program, unless otherwise consented to in writing by the Corporation, any unspent Award held by the Recipient shall be immediately returned to the Corporation and the Corporation shall have no further liability or obligation under this Agreement; provided, however, nothing contained herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Recipient prior to such termination. Notwithstanding any such termination or closeout, the Recipient shall remain liable to the Corporation for any unspent Award or use of the Award in violation of this Agreement, or damages as a result of any breach of this Agreement by the Recipient. The Corporation shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover the Award that is unspent, unexpended or used in an unauthorized manner or for an unauthorized purpose.

18. Indemnification.

To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the Corporation and its agents and employees from and against all claims, actions, damages, losses, expenses and costs, including reasonable attorneys' fees, incurred by or asserted or imposed against the Corporation in connection with the Program. All money expended by the Corporation as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by the Recipient to the Corporation.

19. Non-liability.

Nothing in this Agreement or arising out of the operation of the Program shall impose any liability on the Corporation, the State of New York or any of its agencies or subdivisions.

20. Duty of Care.

Recipient agrees to exercise the same degree of care to protect the interests of the Corporation as Recipient uses for the protection of its own investments of a similar type.

21. No Commitment Beyond Term.

The Recipient shall not enter into any contract, lease, loan or other agreement, the terms or effect of which shall commit the use of the Award received pursuant to this Agreement for a use not authorized by the terms of this Agreement or for a period prior to commencement of the Term or subsequent to the termination of this Agreement, unless the Recipient obtains the prior written consent of the Corporation. All contract amendments, modifications, or cancellations must be requested in writing by the recipient. Upon approval by the Corporation, amendments to contract term/duration must be executed by the Corporation. Other amendments or modifications require execution by both recipient and Corporation.

22. Assignment.

The Recipient may not assign any right granted to it under this Agreement or delegate any obligation imposed on it herein without the prior written consent of the Corporation, and any purported assignment or delegation without the Corporation's prior written consent shall be void. No such assignment or delegation shall be effective until the proposed assignee or delegatee ("**Assignee**"), as the case may be, shall execute, acknowledge and deliver to the Corporation an agreement pursuant to which the Assignee shall assume the obligations imposed on the Recipient by this Agreement. This Agreement shall inure to the benefit of the successors and permitted assigns of the parties hereto.

23. Notice.

All notices or other communications with respect to the subject matter of this Agreement shall be in writing and shall be deemed to have been given when personally delivered or sent by certified mail, return receipt requested, to the parties at the addresses first set out herein, or at such other address of which the receiving party shall have notified the sending party, except that notice of such change or address shall be deemed to have been given when it is received.

24. Third Party Beneficiaries.

Nothing contained in the Agreement, express or implied, is intended to or shall confer upon any person or entity other than the parties and their respective successors and permitted assigns any benefit, right or remedy of any nature under or by reason of this Agreement.

25. Miscellaneous.

- (a) No action shall lie or be maintained against the State of New York, the Corporation or upon any claim based upon or arising out of this Agreement, or the work performed hereunder, or anything done in connection herewith, unless such action shall be commenced within six months after the termination of this Agreement, or one year from the accrual of the cause of action, whichever is earlier.
- (b) If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and enforceable to the extent permitted by law.
- (c) All consents and approvals to be given by the Corporation hereunder must be in writing.
- (d) The captions and headings of the various sections herein are for convenience only and do not, and shall not be deemed to define, limit or construe the contents of such sections.
- (e) This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York.
- (f) This Agreement may be executed in any number of counterparts or duplicates, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
- (g) This Agreement, including the attached exhibits, constitutes the entire agreement between the parties

and supersedes all prior oral and written agreements with respect to the Program.

26. Standard Clauses for Housing Trust Fund Corporation Contracts.

This Agreement may be executed in any number of counterparts or duplicates, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

- (a) Contracting with Business Conducting Business in Russia. In accordance with New York State Executive Order No. 16 ("EO 16"), by signing this Agreement, the Recipient certifies and affirms that it (i) does not conduct business operations in Russia within the meaning of EO 16; (ii) does conduct business operations in Russia within the meaning of EO 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia; and/or (iii) does conduct business operations in Russia within the meaning of EO 16 but only to the extent necessary to provide health and safety services within Russia or to comply with Federal law, regulations, executive orders, or directives. A copy of EO 16 may be downloaded at: https://www.governor.ny.gov/sites/default/files/2022-03/EO_16.pdf.
- (b) Iran Divestment Act. By entering into this Agreement, Recipient certifies in accordance with State Finance Law §165-a that it is not on the list of "Entities Determined to be Non- Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
<https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-irandivestment-act-2012>.

Recipient further certifies that it will not utilize on this Agreement any subcontractor that is identified on the Prohibited Entities List. Recipient agrees that should it seek to renew or extend this Agreement, it must provide the same certification at the time the Agreement is renewed or extended. Recipient also agrees that any proposed Assignee of this Agreement will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Corporation.

During the term of the Agreement, should the Corporation receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Corporation will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Corporation shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Recipient in default. The Corporation reserves the right to reject any bid, request for assignment, renewal, or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal, or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

- (c) Affordable Care Act. By entering into this Agreement, Recipient acknowledges that it is the sole responsibility of the Recipient to provide and maintain all Affordable Care Act ("ACA") requirements/benefits. The ACA mandates employers with 50 or more full-time equivalents to offer coverage to full-time employees and their dependents or pay taxes if an employee obtains Exchange coverage and a premium tax credit. (Exchange coverage allows you to use the State's insurance exchange marketplace to obtain coverage from competing private health care providers.) Employees of the Recipient providing services to the Corporation are employees of the Recipient and are not employed by the Corporation nor the State of New York.

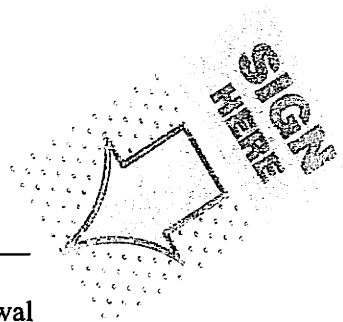
27. Schedules.

Schedule A - Approved Work Plan and Budget and Payment and Reporting Schedule

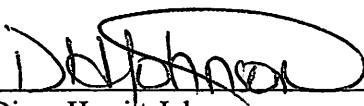
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

Housing Trust Fund Corporation

By: _____
Crystal Loffler
President, Office of Community Renewal

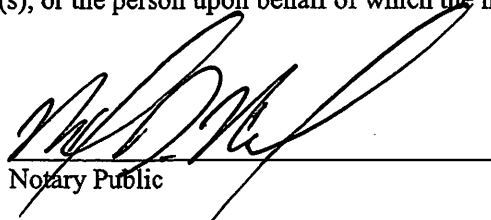


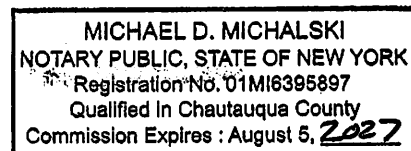
Chautauqua Opportunities, Inc.

By: 
Diane Hewitt-Johnson
Interim Executive Director

STATE OF NEW YORK)
COUNTY OF Chautauqua) ss:

On the 23rd day of September, in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Diane Hewitt-Johnson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity (ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public



This contract has been approved by the Housing Trust Fund Corporation's Counsel as to form and its Treasurer as to fiscal sufficiency.

Schedule A
Approved Work Plan and Budget
and Payment and Reporting Schedule

SHARS ID: 20240091

Work Plan:

See the following pages.

Budget;

See the following pages.

Payment and Reporting Schedule:

See the following pages.



Homes and Community Renewal

Neighborhood & Rural Preservation Program WORK PLAN & NARRATIVE 07/01/2024 - 06/30/2025

Organization Name: CHAUTAUQUA OPPORTUNITIES INC. 20240091

Organization Type: Rural Preservation Company

Property Rehabilitation and Construction

Property Rehabilitation and Construction Activities	Proposed Property Rehabilitation and Construction Activities in the Applicant's Service Area for the 2024-2025 Program Year.			
OWNER OCCUPIED Property Rehabilitation and Construction	Units In Progress by 6/30/25	Units Completed by 6/30/25	Total Units	Expected Completion Date for Units Still In Progress by 6/30/25 (mm/yy)
Home Improvements (up to \$25,000)	2	40	42	09/30/2025
Home Rehabilitation (\$25,000 and above)	0	10	10	09/30/2025
New Construction			0	
REMINDER: Units In Progress are those units whose work will not be completed by the end of the program year (6/30/2025).				
TENANT Property Rehabilitation and Construction	In Progress by 6/30/25	Completed by 6/30/25	Total Units	Date for Units still In Progress by 6/30/25 (mm/yy)
Home Improvements (up to \$25,000)	0	5	5	09/30/2025
Home Rehabilitation (\$25,000 and above)	0	2	2	09/30/2025
New Construction			0	
NON-RESIDENTIAL Property Rehabilitation and Construction	In Progress by 6/30/25	Completed by 6/30/25	Total Units	Date for Units still In Progress by 6/30/25 (mm/yy)
Capital Improvements (up to \$25,000 per unit)			0	
Capital Improvements (\$25,000 and above)			0	
New Construction			0	

Provide a BRIEF description of the work to be done by the company in the NPP/RPP approved service area. Provide location, funding amount, funding sources, and tie the narrative to the numbers in the columns above.
Do not copy and paste from prior applications.

With Weatherization funding, (\$830,230 annual funding) and HUD LEAD (\$2,935,409.85 4 year funding) we anticipate to have 2 units in progress, and 40 completed for owner occupied units under \$25k. We anticipate completing 10 units for owner occupied units over \$25k. For tenant occupied units, we anticipate completing 5 under \$25k, and 2 over \$25k, with 0 in progress. This work will be completed throughout Chautauque County, not including the city of Jamestown. Work will include insulation, air sealing, ventilation, lighting and hot water tank/heating installation and lead remediation work.

Client Assistance

Client Assistance Activities	Number of Individuals at or below 90% AMI to be assisted	Number of Individuals above 90% AMI to be assisted	Total
Financial Capability / Pre-Purchase Counseling	500	25	525
Reverse Mortgage / Home Equity Conversion Mortgage			0
Resolving / Preventing Mortgage Delinquency / Default	10	2	12
Post-Purchase Counseling (Non-Delinquency)	5	5	10
Evictions Prevented	10	0	10
Tenant Assistance / Rental Counseling			0
Subsidy Assistance (Section 8, SCRIE, Vouchers, etc.)	800	0	800
Relocation Assistance / Mobility Counseling			0
Homeless Assistance	145	0	145
Entering / Returning to Work Force			0
Assistance to Mobile / Manufactured Homes			0
Down Payment / Closing Cost Assistance to Clients			0
Number of Mortgages / Loans to be Obtained* by Clients			0
*Dollar Value For Mortgages / Loans Obtained above			0

Workshops Offered	Total Number of Workshops to be Held	Total Number of Participants
Total Number	30	75

Tenant Associations	Total Number of Tenant Associations to be Assisted	Total Number of Tenants to be Assisted
Total Number		

Property Management	Total Number of Properties Managed or Owned	Total Number of Properties Managed or Owned
Total Number	14	70

Provide a BRIEF description of the Client Assistance work to be done by the company. Describe the programs available to assist clients; if applicable, the types of workshops offered, and how the company will assist tenant associations.

The agency will provide financial capability/pre-purchase counseling through CSBG Financial Literacy, HUD Housing Counseling and Section 8. This is available in group sessions/classes, and 1-1. Resolving/Preventing mortgage delinquency/default is provided through our HOPP contract in 1-1 sessions. This work includes loss mitigation, as well as representation and settlement conferences and referrals to legal assistance as needed. Eviction prevention is provided by STEHP, and homeless assistance is provided by STEHP and CoC RPH. This includes rental counseling, financial assistance, case management and education. Subsidy assistance is provided through Section 8. Workshops available include Home Buyer Education, Tenant/Landlord Education, and Financial Literacy Education.

Community Renewal- Use this section to propose Community Renewal activities in the approved NPP or RPP service area for the 2024-2025 Program Year.

If there is no proposed Community Renewal leave this section blank.

Community Renewal Activities	Total Projects to be In-Progress	Projects Completed	Total for Activity
Neighborhood / Municipal Assistance*			0
* Assistance to Neighborhood / Municipality includes work activities like maintaining empty lots, park clean-ups, staff participating on a community advisory board, etc.			
Community Planning Projects**			0
**Community Planning Projects include activities such as participating in or sponsoring a local urban or regional planning project that impacts the service area.			
GRANTS - Assistance to Neighborhoods/Municipalities	Number of Grant Applications to be Written	Total Grants Administered	Grants Written & Administered
Totals			0
Partnerships	Newly Created	Maintained	
With Local Agencies			

With the Private Sector		
With Statewide or National Not-for-Profits		
Programs Supported by the Company in the Service Area	Number of Programs	Number Served
Block Clubs / Neighborhood Associations		
Youth Programs (i.e. Recreation, After-school, etc.)	1	12
Food Assistance Programs (i.e. Food Bank / Pantry)		
Organizational Activities	Number of Events	Number of Individuals
Staff & Board Development (Trainings / Conferences, etc.)	2	225
Business Assistance to the Service Area	Total	
Businesses to be attracted to the service area by the company	1	
Businesses to be retained within the service area by the company	1	

Provide a BRIEF description of the proposed activities to be completed under the Community Renewal section.

Utilizing Federal and State CDFI funding, CODI (Chautauque Opportunities for Development, Inc.) anticipates providing business assistance to 2 businesses in the area, attracting 1, and retaining 1. COI anticipates providing 1 Youth Program through Federal RHY Transitional Independent Living Program funds, serving 12 youth. The agency will hold 2 Development days, one for the board, and one for both board and agency staff.

Describe any community preservation activities that the company is doing outside of its designated NPP/RPP service area. DO NOT include this work in the proposed work plan.
All of the services listed above are also provided in Jamestown, NY, the city that is outside of the designated RPP service area.

In addition, our agency runs the Section 8 Housing Choice Voucher program in the city of Olean, NY which is in Cattaraugus County.

Our agency also owns and manages 3 properties (4 units) in the city of Jamestown, NY.



Homes and Community Renewal

Neighborhood & Rural Preservation Program Program Budget 07/01/2024 - 06/30/2025 CHAUTAUQUA OPPORTUNITIES INC. 20240091

Salaries Supported by Preservation Program Funding

Employee Name and Title	Weekly Hours Worked on Preservation Program Activities	Portion of Salary Funded by Preservation Program Funds	Portion Salary Funded by Other Sources	Total Annual Salary
Josiah Lamp Director of Housing and Community Development	11	\$20,190.38	\$61,750.81	\$80,941.19
Amanda Straight Deputy Director of Housing and Community Development	11	\$21,639.38	\$45,413.17	\$67,052.55
Michael Esquillo, Administrative Assistant	11	\$11,303.42	\$23,708.98	\$35,012.40
Barb Bundy, Navigator	1.75	\$2,362.16	\$44,465.36	\$46,827.52
Stephanie Valzy, Navigator	1.75	\$1,349.02	\$32,079.70	\$33,428.72
Wendy Miller, Navigator	1.75	\$1,835.18	\$36,427.89	\$38,263.07
				\$0.00
				\$0.00
				\$0.00
TOTALS	38	\$67,779.54	\$243,845.91	\$311,625.45
Total Number of N/RPP Funded Employees	6			
Total Number of Employees	221			

Program Budget- TOTAL NPP / RPP Budget and Other Admin Funding

Project Budget	Preservation Program Funds A	Other Admin Funding (Not NPP / RPP) B	Total Administrative Funding C
Personnel Services			
Total Salaries	\$67,779.54	\$243,845.91	\$311,625.45
Total Fringe Benefits	\$31,831.23	\$46,215.25	\$78,046.48
Total Personnel Services	\$99,610.77	\$290,061.16	\$389,671.93
Regulated Other than Personnel Services (OTPS)			
Insurance/Bonding	\$1,217.83	\$2,216.45	\$3,434.28
Professional Services - Agency Audit / Legal / Other (Define):	\$1,500.00	\$2,730.00	\$4,230.00
Equipment:			\$0.00
Regulated OTPS Other:			\$0.00
Total Regulated OTPS	\$2,717.83	\$4,946.45	\$7,664.28
General Other than Personnel Services (OTPS)			
Rent / Mortgage	\$8,000.00	\$14,560.00	\$22,560.00
Utilities (Phone, Electric, Etc.)	\$2,000.00	\$3,640.00	\$5,640.00
Office Supplies / Printing / Postage	\$1,100.00	\$2,002.00	\$3,102.00
Travel	\$1,750.00	\$3,185.00	\$4,935.00
General OTPS Other: Building Operations, Dues, Tech Expenses	\$6,804.73	\$12,020.61	\$18,825.34
Total General OTPS	\$19,454.73	\$35,407.61	\$54,862.34
TOTAL BUDGET:	\$121,783.33	\$330,415.22	\$452,198.55
Total Annual Budget		\$20,244,039.00	

NONPROFIT RATE AGREEMENT

EIN: 16-0905222
ORGANIZATION:
Chautauqua Opportunities, Inc.
17 West Courtney Street
Dunkirk, NY 14048

Date: 08/06/2024
FILING REF.: The preceding
agreement was dated
12/06/2023

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I: INDIRECT COST RATES

RATE TYPES: FIXED FINAL PROV. (PROVISIONAL) PRED. (PREDETERMINED)

	<u>EFFECTIVE PERIOD</u>				
<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE(%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
FINAL	11/01/2022	10/31/2023	9.50	On-Site	All Programs(3)
PROV.	11/01/2023	10/31/2026	9.50	On-Site	All Programs(3)

*BASE

Total direct costs excluding capital expenditures (buildings, individual items of equipment; alterations and renovations) and subawards. _

See Special Remarks (3).

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

The fringe benefits are specifically identified to each employee and are charged individually as direct costs. The directly claimed fringe benefits are listed below.

TREATMENT OF PAID ABSENCES:

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

1. Grantee charges all costs direct to grants and/or contracts except the costs below:

A. Salaries and wages of agency-wide employees are as follows: CEO, CFO, Grants/Planning Director, Executive Secretary, Receptionist (2), Operations Manager, Operations Specialist, Human Resources Director, Human Resources Clerk, Benefits Specialist, Payroll Clerk, Senior Finance Manager, Finance Manager, Program Accountant (2), Finance Clerk (3), Grants Assistant and Receptionist – All 100%.

B. Leave and fringe benefits for above personnel only are included in the indirect cost pool.

C. Other Expenses – Administrative portion only: travel, space costs, insurance, telephone, professional/consultants/contractors, printing, materials/supplies, postage, equipment maintenance/rental and miscellaneous.

2. The directly claimed fringe benefits include FICA, health and life insurance, worker's compensation; unemployment and disability insurance, pension & employee asst. program.

3. Excludes funds awarded to Head Start delegate agencies.

4. The indirect cost rate has been negotiated in compliance with the Administration for Children and Families Program Instruction (ACF-PI-HS-08-03) dated 5/12/2008, which precludes recipients of Head Start grants to use any Federal funds to pay for any part of the compensation of an individual either as a direct cost or any pro-ration as an indirect cost if that individual's compensation exceeds the rate an Executive Level II. For 2023, the rate of compensation for an Executive Level II was \$212,100 per year. As of January 2024, the rate of compensation for an Executive Level II is \$221,900 per year.

5. Your next proposal based on actual costs for the fiscal year ending 10/31/24 is due in our office by 04/30/25.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000.

SECTION III: GENERAL

A. LIMITATIONS:

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its indirect cost pool as finally accepted: such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as indirect costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

B. ACCOUNTING CHANGES:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.

C. FIXED RATES:

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. USE BY OTHER FEDERAL AGENCIES:

The rates in this Agreement were approved in accordance with the authority in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), and should be applied to grants, contracts and other agreements covered by 2 CFR 200, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

E. OTHER:

If any Federal contract, grant or other agreement is reimbursing indirect costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of indirect costs allocable to these programs.

BY THE INSTITUTION:

Chautauqua Opportunities, Inc.

(INSTITUTION)

(SIGNATURE)


Diane Hewitt-Johnson

(NAME)

CEO

(TITLE)

(DATE)

9/9/2024**ON BEHALF OF THE GOVERNMENT:**DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

Darryl W. Mayes -SDigitally signed by Darryl W. Mayes -S
Date: 2024.09.04 07:47:08 -04'00'

(SIGNATURE)

Darryl W. Mayes

(NAME)

Deputy Director, Cost Allocation Services

(TITLE)

08/06/2024

(DATE)

HHS REPRESENTATIVE: Rebecca KaplanTELEPHONE: (212) 264-2069



DEPARTMENT OF HEALTH & HUMAN SERVICES

Program Support Center
Financial Management Portfolio
Cost Allocation Services

26 Federal Plaza, Room 3412
New York, NY 10278
PHONE: (212) 264-2069
EMAIL: CAS-NY@psc.hhs.gov

August 6, 2024

Ms. Diane Hewitt-Johnson
CEO
Chautauqua Opportunities, Inc.
17 West Courtney Street
Dunkirk, NY 14048

Dear Ms. Hewitt-Johnson:

A copy of an indirect cost rate agreement is being sent to you for signature. This agreement reflects an understanding reached between your organization and a member of my staff concerning the rate(s) that may be used to support your claim for indirect costs on grants and contracts with the Federal Government.

Please have the agreement signed by an authorized representative of your organization and returned to me by email, retaining the copy for your files. Our email address is CAS-NY@psc.hhs.gov. We will reproduce and distribute the agreement to the appropriate awarding organizations of the Federal Government for their use.

An indirect cost rate proposal, together with the supporting information, is required to substantiate your claim for indirect costs under grants and contracts awarded by the Federal Government. Thus, your next proposal based on actual costs for the fiscal year ending 10/31/2024 is due in our office by 04/30/2025; please submit electronically via email to CAS-NY@psc.hhs.gov.

Sincerely,

Darryl W.
Mayes -S

Digitally signed by
Darryl W. Mayes -S
Date: 2024.09.04
07:48:01 -04'00'

Darryl W. Mayes
Deputy Director
Cost Allocation Services