

**COMMUNITY DEVELOPMENT BLOCK GRANT  
DISASTER RECOVERY  
UNITED WAY AGREEMENT  
GRANT NUMBER B-16-DL-37-0001**

This Community Development Block Grant Disaster Recovery Subrecipient Agreement (the "Agreement"), created pursuant to 24 CFR 570.503, is made effective as of the 1<sup>st</sup> day of June, 2018 by and between the North Carolina Division of Emergency Management ("NCEM") and United Way of North Carolina ("United Way"), each being referred to herein individually as a "Party" and collectively as the "Parties".

**I. RECITALS**

WHEREAS, in accordance with the Housing and Community Development Act of 1974 and Code of Federal Regulations Title 24, Part 570-Community Development Block Grants the North Carolina Department of Commerce ("DOC") is authorized by the United States Department of Housing and Urban Development ("HUD") to operate the Community Development Block Grant Program ("CDBG") in the State of North Carolina (the "State"). The State CDBG program Grantee is DOC with the Secretary of Commerce as the Certifying Officer;

WHEREAS, pursuant to the Robert T. Stafford Notice Disaster Relief and Emergency Assistance Act, (42 U.S.C. 5121-5207, the "Stafford Act"), the President of the United States, in a letter dated October 10, 2016, issued a major disaster declaration, FEMA-4285-DR-NC, in portions of North Carolina;

WHEREAS, in the aftermath of Hurricane Matthew, the United States Congress, through Public Law, passed the Continuing Appropriations Act of 2017 (Public Law 114-254), which, in Section 192, appropriates \$1.8 billion to HUD for Community Development Block Grant Disaster Recovery ("CDBG-DR") funds for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure, and housing and economic revitalization in the most impacted and distressed areas resulting from major disasters declared due to Hurricane Matthew and other eligible events in calendar year 2016 (the "Disasters"), subject to the Federal statutes and regulations governing CDBG grants, as modified by exceptions and waivers previously granted and which may hereafter be granted by HUD; and

WHEREAS, pursuant to the CDBG-DR Grant Program Federal Register Notice (82 Fed. Reg. 5591), published January 18, 2017, entitled *Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees*, and in further accordance with P.L. 114-223, P.L. 114-254, and P.L. 115-31, the State has received an allocation of CDBG-DR funds from HUD in the amount of \$236,529,000; and

WHEREAS, North Carolina General Assembly passed the Disaster Recovery Act of 2016 (S.L. 2016-124) requiring DOC to transfer to NCEM all CDBG-DR program funds; and

WHEREAS, NCEM is a Subrecipient of DOC and the terms and conditions of the Subrecipient Agreement between NCEM and DOC are incorporated by reference to this Agreement and are Attachment 1 to this Agreement; and

WHEREAS, NCEM wishes to engage United Way to assist in utilizing the CDBG funds to carry out a part of the Federal award by committing \$247,860.14 of the Federal award, pursuant to this United Way Agreement; and

WHEREAS, the CDBG-DR funds made available for use by United Way under this Agreement constitute a subaward of DOC's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of DOC's Federal award; and

WHEREAS, United Way will provide personnel to conduct outreach and provide information and assistance to Hurricane Matthew survivors in the fifty North Carolina counties subject to the presidential disaster declaration granted on October 10, 2016 as FEMA-4285-DR-NC ("Disaster Counties");

WHEREAS, United Way has legal authority to enter this Agreement and, by signing this Agreement, to assure NCEM that it will comply with all the requirements of the subaward described herein; and

NOW, THEREFORE, in consideration of the need for recovery from Hurricane Matthew and the premises and mutual covenants described herein, the parties mutually agree to the terms described in this Agreement.

## II. GENERAL AWARD INFORMATION

The subaward from NCEM to United Way, which is described below, is for the purpose of carrying out a portion of a Federal award described in Section I of this Agreement, and creates a Federal assistance relationship with United Way. This Agreement must be updated to reflect any changes to the federal award and the following award information:

### Contact information:

NCEM:

Mike Sprayberry  
(Name of Awarding Official)

Title: Director NC Emergency Management  
Address: 1636 Gold Star Drive  
City, State, ZIP: Raleigh, NC 27607  
Telephone: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

United Way:

Laura Zink Marx  
(Name of Primary Contact)

Title: President & CEO  
Address: 1130 Kildaire Farm Road, Suite 100  
City, State, ZIP: Cary, NC 27511

Telephone: 919-834-5200  
Fax Number: \_\_\_\_\_

Federal Award Identification Number: B16DL370001  
CFDA Number and Name: 14.228

Federal Award Date: 10/04/2016

Federal award project description: [Award title and description of the purpose of each funding action, if any. The description should capture the overall purpose of the award and, if there are multiple funding actions, sufficient description to define the need for each funding action.]

This Agreement is not an award for research and development. Further, no indirect costs are authorized under this Agreement.

United Way's unique entity identifier:

Subaward Period of Performance: June 1, 2018 thru May 31, 2019

Total Amount of the Federal Award Committed to United Way by NCEM: \$247,860.14

Amount of Federal funds obligated by this Agreement: \$247,860.14

Total Amount of Federal Funds Obligated to United Way: \$387,860.14

This Agreement is not an award for research and development. Further, no indirect costs are authorized under this Agreement.

### **III. SCOPE OF SERVICE**

#### **A. Eligible Use of Funds**

As a condition of receiving this subaward, United Way shall administer its portion of the CDBG-DR program, which includes performing all of the work described in this section, in a manner satisfactory to NCEM and consistent with the terms of conditions of this Agreement and applicable Federal statutes and regulations.

#### **Prohibited Activities**

United Way may only carry out the activities described in this Agreement. United Way is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

## **Program Delivery (CDBG Eligible Activities)**

### **Activity #1 Increase Outreach Efforts to Impacted Households**

As required under 2 CFR 200 Subpart D §331, the subaward will provide assistance that aids in the funding of disaster relief and long-term recovery that is needed as a result of Hurricane Matthew, particularly for LMI residents. These services will help North Carolina's residents ("Hurricane Matthew survivors" or "survivors") who reside in impacted towns, cities, and counties recover from this Presidentially-declared disaster and, as a result, will increase the functional status of these communities, allowing for greater financial and personal stability of individuals impacted by this disaster.

United Way 2-1-1 Call Specialists ("NC 2-1-1 call specialists") will contact English and Spanish speaking Hurricane Matthew survivors regarding the CDBG-DR grant application process. Call specialists will utilize an existing database of survivor data provided by FEMA, and maintained by NCEM. After initiating contact, call specialists assisting in outreach will input the following information to the NCEM CDBG-DR system of record, Salesforce, including the date the survivor was contacted, additional contact information, information on the survivor's status, the survivor's interest in applying, and any inhibiting barriers.

Call specialists will provide each survivor with specific details on the programs available and the application process more generally.

A timeline identifying NC 2-1-1 outreach efforts will be established in coordination with NCEM. NC 2-1-1 and NCEM will assess the number of required outreach attempts based on available reporting and establish metrics to help guide call specialists in future outreach. **Metrics will be established no later than thirty (30) days from the execution of this Agreement; development of these program metrics and goals are the sole responsibility of NCEM and are not included in NC 2-1-1's Program Deliveries.**

### **Activity #2 Schedule Appointments for ReBuild NC Applicants in all Counties**

In counties with ReBuild NC Application Centers, NC 2-1-1 call specialists will provide survivors accessing the NC 2-1-1 system with general information on the CDBG-DR grant application process for housing assistance. For survivors who have not visited a ReBuild NC Application Center, NC 2-1-1 call specialists will provide a brief overview of the application process, including documents that will be needed for the in-person application appointment, assist survivors with setting appointments, and provide survivors with the location of the nearest ReBuild NC Application Center.

In counties lacking ReBuild NC Centers Application Centers, NC 2-1-1 call specialists will provide survivors an overview of the application process, assess and document survivors' interest in applying, identify the nearest ReBuild NC Application Center to the survivors, and, where feasible, identify case managers to assist the survivors in-person with the application process. In coordination with NCEM, NC 2-1-1 will establish a process for informing NCEM of callers who have

had no prior contact with NC 2-1-1 prior to accessing the NC 2-1-1 number. **This process will be established no later than thirty (30) days from the execution of this Agreement; development of these program metrics and goals are the sole responsibility of NCEM and are not included in NC 2-1-1's Program Deliveries.** NC 2-1-1 will share call data through monthly reporting to NCEM, identify any noticeable trends in call volume that may reflect increased survivor needs or increased program awareness in specific communities that would benefit from additional support.

Call information will be inputted to the NCEM Salesforce database management system, , to include but not limited to survivor contact information, applicant status, missing documentation, other contact information, application issues. In coordination, NCEM and NC 2-1-1 will determine any other information that must be recorded for each call.

**Activity #3      Schedule Appointments for Applicants for Grant Signing**

NC 2-1-1 call specialists will schedule grant signing appointments for survivors who have been awarded CDBG-DR grants. Scheduling for application and grant signing appointments will be completed and tracked by NC 2-1-1 call center staff through a centralized, interactive scheduling software system that will be provided by the State and be accessible to all NC 2-1-1 call specialists, state, county, and local staff at the ReBuild NC Application Centers, and all state and county contractors. NC 2-1-1 call center staff will review with survivors the necessary appointment documents and identify any additional needs survivors may have, including translation.

**Activity #4      Provide reminder calls for All Appointments including Application Appointments, Appointments Related to the 8-Step Application Process, Rescheduling and Application Status Updates**

NC 2-1-1 call specialists will contact survivors forty-eight hours prior to their appointments to confirm their attendance, remind applicants of the documentation they should bring with them, and, in accordance with established protocols provided to NC 2-1-1 by NCEM, identify any barriers that would prevent survivors from attending the appointments.

NC 2-1-1 call specialists will reschedule appointments when necessary. When possible, NCEM will provide NC 2-1-1 with at least seventy-two hours' notice prior to closing the ReBuild NC Application Centers because of inclement weather or other extenuating factor(s).

NC 2-1-1 call specialist will conduct outreach to survivors who have repeatedly rescheduled or missed appointments to determine what barriers, if any, might be inhibiting their attendance. If

NC 2-1-1 call specialists are unable to address these barriers, a NC 2-1-1 call specialist will pair applicants with NCEM (or their designee) case managers to provide further assistance. The United Way will work with the State to determine criteria to identify individuals requiring case manager support. **This criteria will be developed no later than thirty (30) days after the execution of this Agreement; development of these program metrics and goals are the sole responsibility of NCEM and are not included in NC 2-1-1's Program Deliveries.**

**Activity #5      Provide Case Management Support to Survivors Needing Additional Assistance with Application Process**

NC 2-1-1 call specialists shall provide case management support to survivors throughout the grant application and award process by performing the following tasks: clarifying application documents needed; clarifying available programs, documentation; and periodically contacting survivors to ensure completion of the application process.

NC 2-1-1 call specialists shall receive the same case management training to ensure consistency in applicant support. **Such training shall be provided no later than 30 days after the execution of this Agreement development of these program metrics and goals are the sole responsibility of NCEM and are not included in NC 2-1-1's Program Deliveries.**

If there is evidence that certain communities in the federally declared Disaster Counties require high levels of case management support, United Way will notify NCEM to help ensure additional resources are marshalled to address these needs.

**Activity #6 Assist in Moving Survivors Toward Completing the Process, Answer Survivors' Questions Regarding the Status of Completed Applications**

NC 2-1-1 call specialists will utilize SalesForce to inform survivors of their application status and any missing documents. To ensure the most accurate and up-to-date information is provided to survivors, NC 2-1-1 call specialists will upload call notes to Salesforce. Additionally, NC 2-1-1 call specialists will input any additional, relevant information obtained from survivors to Salesforce.

**Activity #7 Identification of Support Service Needs Among Older Adults and Persons with Disabilities**

As United Way has a contract with the North Carolina Department of Health and Human Services, NC 2-1-1 to identify callers who are older adults or persons with disabilities, call specialists will seek to connect these identified callers in the federally declared Disaster Counties with Long Term Services and Supports ("LTSS") where necessary to ensure that they may live at home independently. Pursuant to NCEM protocol, call specialists will track additional LTSS needs in iCarol that may be addressed by available supportive services funds. **Such training shall be provided no later than thirty (30) days after the execution of this Agreement. Development of these program metrics and goals are the sole responsibility of NCEM and are not included in NC 2-1-1's Program Deliveries.**

**Activity #8 Escalation Process**

NC 2-1-1 call specialists shall escalate survivor issues and complaints to designated NCEM staff after an initial attempt has been made to resolve those issues. Qualifying escalation requests include, but are not limited to, disability and transportation accommodations, survivor grievances, and survivor discrimination complaints. When submitting an escalation request, 2-1-1 call specialists shall identify the underlying issue, detail prior attempts to resolve it, and, where appropriate, propose a remedy. NC, 2-1-1 will ensure timely escalation to NCEM staff to help ensure an expeditious and effective NCEM response. **Such a process is to be developed no later than (30) days after the execution of this Agreement. Development of this process is the sole responsibility of NCEM and are not included in NC 2-1-1's Program Deliveries.**

**Activity #9 Assist with Denial and Appeals Process**

NCEM (or their designee) shall prepare and deliver denial letters to all survivors ineligible to receive CBDG-DR grants as soon as feasible. All denial letters shall include language advising survivors that they may call NC 2-1-1 to seek assistance in preparing an appeal. NC 2-1-1 call specialists shall clarify the appeals process for ineligible survivors, provide assistance on what information to include in an appeal, and advise applicants on additional recovery resources they may obtain locally. NCEM will provide NC 2-1-1 call specialists with information regarding grant denials and the appeals process, including any applicable policies, protocols, and forms.

**Activity #10 Provide Resource Information and Support to Connect Survivors with Existing Local Resources**

In the event a survivor has any unmet needs that cannot be addressed by the ReBuild NC Recovery Program (such as utility assistance, food assistance, clothing and household goods), NC 2-1-1 call specialists will provide that survivor with recovery resource information from the NC 2-1-1 health and human services resource database in iCarol. Call specialists will provide the survivor with contact information for local agencies and organizations that can provide assistance to meet other health and human services related needs the survivor may be experiencing.

NC 2-1-1 call specialists shall input information on whether they were able to address the survivors needs in iCarol.

**Activity #11 Bilingual Services**

United Way shall provide bilingual translation services to facilitate the translation of documents, forms, promotional materials, and other written documents. NC 2-1-1 will utilize existing bilingual staff to provide in-person Spanish translation services to Spanish speaking survivors during appointments and grant execution. Additional translation required for non-Spanish, non-English speakers, or translation of complex documents or forms will be accomplished through an external translation resource.

**Activity #12 Reporting**

United Way will provide access to Power BI, an online reporting portal that is updated monthly. NCEM staff will be trained on how to access Power BI. United Way shall submit monthly payment requests to NCEM. **NCEM shall provide United Way with specific guidelines, templates, and forms to ensure an efficient and manageable invoicing process within thirty (30) days of the execution of this Agreement. Development of this process is the sole responsibility of NCEM and are not included in NC 2-1-1's Program Deliveries.** Once the initial payment under this contract has been submitted and approved and payment has been received by United Way, the invoicing process shall remain the same for the duration of the contract period unless agreed to via contract amendment by both parties.

**Pre-Award Costs**

No pre-award costs are associated with this subaward.

**General Administration of Subaward**

No program administration costs are allowed under this subaward.

**B. National Objectives**

All activities funded with CDBG-DR funds must meet one of the CDBG-DR program’s national objectives: benefit low-and-moderate-income persons; aid in the prevention or elimination of slum or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

United Way certifies that the activities carried out under this Agreement will meet the compliance requirements for activities to benefit low-and-moderate income persons (24 CFR 570.208(a)). United Way (utilizing an existing database of survivor data provided by FEMA, which includes demographic and income driven information) will document the national objective, including the collection and submission to NCEM of survivor data from individuals benefiting from this grant.

**C. Staffing**

United Way shall supervise and direct the completion of all activities under this Agreement. Any changes in the Key Personnel assigned or their responsibilities under the activities will be assigned to the Contract Primary Contact or her designee and communicated to NCEM.

At a minimum, United Way shall assign the following staff with the identified responsibilities (the “Key Personnel”) to the identified activities:

Key Staff Member Title	Responsibilities	Time Allocation
NC 2-1-1 Statewide Strategy Director	Subgrant program oversight; submitting weekly progress reports to NCEM designee; submitting monthly requests for payment to NCEM; call center performance management.	Ten (10) hours/month

**IV. PERFORMANCE MONITORING & REPORTING**

**A. Monitoring**

NCEM shall monitor United Way’s performance as necessary and in accordance with regulations on United Way Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure United Way is in compliance with all of the requirements of this Agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by NCEM or DOC will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by United Way within thirty (30) days after being notified by NCEM or DOC, the NCEM or DOC may impose additional conditions on United Way and its use of CDBG-DR funds consistent with 2 CFR 200.207, suspend or terminate this Agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

**B. Reporting**



Monthly progress reports will be available via the Power BI reporting portal and updated monthly.

## **V. PERIOD OF PERFORMANCE AND TERM**

The period of performance for United Way, meaning the time during which United Way may incur new obligations to carry out activities under this Agreement, shall start on the day of June 1, 2018 and end on the day of May 31, 2018.

This Agreement and its terms and conditions shall remain in effect during any period that United Way has control over CDBG-DR funds provided through this Agreement, including program income as defined in 24 CFR 570.500(a).

## **VI. BUDGET**

### **A. Budget Table**

United Way shall complete all activities in this Agreement in accordance with the budget table included as Exhibit 1 to this Agreement. Any amendments to the budget must be approved in writing by both NCEM and United Way.

### **B. Indirect Costs**

No indirect costs may be charged to this subaward.

### **C. Program Income**

No program income (as defined at 24 CFR 570.500(a)) is anticipated to be generated by activities carried out with CDBG funds made available under this subgrant. Any program income generated by United Way shall be remitted to DOC.

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

## **VII. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by NCEM under this Agreement shall not exceed \$247,860.14.

United Way shall submit to NCEM requests for payments of activities under this Agreement and consistent with the approved budget included in this Agreement as Exhibit 1 (the "Request for Payment"). Each Request for Payment shall be broken down into requested draws against the budget line items specified in Section VI (Exhibit 1). Once the initial payment under this contract has been submitted and approved and payment has been received by United Way, the invoicing process shall remain the same for the duration of the contract period unless agreed to via contract amendment by both parties.

NCEM shall pay to United Way CDBG-DR funds available under this Agreement based upon information submitted by United Way for allowable costs permitted under this Agreement and consistent with the approved budget. With the exception of advances, payments will be made for eligible expenses actually incurred by United Way, and not to exceed actual cash requirements.

Payment will be made upon submission by United Way of a properly executed Request for Payment, together with all supporting invoices, bills, time sheets, and other documents necessary to justify the payment. The Request for Payment form must also be accompanied by documentation from United Way demonstrating that all procurements for which payment is requested have been made in accordance with this Agreement.

## **VIII. AMENDMENT AND TERMINATION**

### **A. Amendments**

NCEM or United Way may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are approved by NCEM, and are signed in writing by a duly authorized representative of the Parties. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement. Amendments will generally be required when any of the following are anticipated: i) revision to the scope or objectives of the Program, including purpose or beneficiaries; ii) need to extend the availability of Grant Funds; iii) revision that would result in the need for additional funding; and iv) expenditures on items for which applicable cost principles require prior approval (see 24 CFR 570.200h for pre-award/pre-agreement costs).

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

### **B. Suspension or Termination**

NCEM may terminate this agreement, in whole or in part, upon thirty (30) days' notice, whenever it determines that United Way has failed to comply with any term, condition, requirement, or provision of this Agreement. Failure to comply with any terms of this Agreement, include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of United Way to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by United Way to NCEM reports that are incorrect or incomplete in any material respect.

NCEM shall promptly notify United Way, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect and any other notifications required under 2 CFR part 200, subpart D. Upon termination, NCEM and DOC retain the right to recover any improper expenditures from United Way and United Way shall return to NCEM or DOC any improper expenditures no later than thirty (30) days after the date of termination. DOC may allow United Way to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this agreement, 2 CFR Part 200, Subpart E, Cost Principles, and any other applicable state or Federal statutes, regulations or requirements.

This Agreement may also be terminated in whole or in part by either of the Parties, or based upon agreement by both NCEM and United Way in accordance with the requirements in 2 CFR part 200, subpart D.

#### **IX. OTHER REQUIREMENTS TO COMPLY WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD**

The CDBG-DR funds available to United Way through this Agreement constitute a subaward of NCEM's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of NCEM's Federal award that are imposed on United Way, and United Way agrees to carry out its obligations in compliance with all of the obligations described in this Agreement.

##### **A. General Compliance**

United Way shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, 81 Fed Reg 83254, 82 Fed Reg 5591, and 82 Fed Reg 36812. Notwithstanding the foregoing, United Way does not assume the any of NCEM's responsibilities as described in Attachment 1. United Way shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR funds in complying with its obligations under this Agreement, regardless of whether CDBG-DR funds are made available to United Way on an advance or reimbursement basis.

##### **B. Duplication of Benefits**

United Way shall not carry out any of the activities under this agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5155) and described in Appropriations Act. United Way must comply with HUD's requirements for duplication of benefits, imposed by Federal Register notice on NCEM, which are 81 Fed Reg 83254, 82 Fed Reg 5591, and 82 Fed Reg 36812. United Way shall carry out the activities under this Agreement in compliance with DOC's procedures to prevent duplication of benefits.

##### **C. Drug-Free Workplace**

*Drug-free workplace.* United Ways must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the governmentwide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

#### **D. Insurance**

United Way shall ensure that any contractor engaged in work funded by this Agreement provides proof that it has procured all insurance required by law including Workers' Compensation Insurance and Disability Benefits Insurance and that it has procured other insurance in sufficient amounts from companies that may lawfully issue the policy, including Commercial General Liability Insurance and Commercial Automobile Insurance. All contracts shall state that the contractor shall provide the State with a copy of any policy required upon demand for such a policy. The insurance must name the State as additional insured and/or loss payee, as appropriate.

#### **E. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**

United Way shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. These provisions include:

##### **1. Financial & Program Management**

United Way shall expend and account for all CDBG-DR funds received under this agreement in accordance with: 24 CFR 570.489(d), 2 CFR part 200, including 2 CFR part 200, and subpart D, 24 CFR 570.502, and 2 CFR part 200.

##### **2. Cost Principles**

Costs incurred must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior Federal agency approval are allowable without prior approval of HUD to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this agreement, except for the following:

- (i) Depreciation methods for fixed assets shall not be changed without the approval of the Federal cognizant agency.
- (ii) Fines penalties, damages, and other settlements are unallowable costs to the CDBG program.
- (iii) Costs of housing (e.g., depreciation, maintenance, utilities, furnishings, rent), housing allowances and personal living expenses (goods or services for personal use) regardless of whether reported as taxable income to the employees (2 CFR 200.445);
- (iv) Organization costs (2 CFR 200.455); and
- (v) Pre-Award Costs, as limited by this agreement.

**F. Documentation and Record Keeping**

**1. Records to be Maintained**

United Way shall maintain all records required by applicable law to be maintained, including but not limited to the specifications of (1) 2 CFR 200.333- 200.337; (2) 24 CFR 570.506; (3) the applicable HUD Notices that are pertinent to the activities to be funded under this Agreement; (4) all State Public Records laws, as well as any additional records required by Grantee. Such records shall include but not be limited to:

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

**2. Retention**

United Way shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of NCEM's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. **Client Data and Other Sensitive Information**

United Way is required to maintain data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.

United Way must comply with 2 CFR §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.82, and other information HUD or NCEM designates as sensitive or United Way considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

**G. Close-out**

United Way shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to NCEM), and determining the custodianship of records.

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

**H. Audits, Inspections, and Monitoring**

1. **Single Audit**

United Way must be audited as required by 2 CFR part 200, subpart F when it is expected that United Way's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. **Inspections and Monitoring**

United Way shall permit NCEM and auditors to have access to United Way's records and financial statements as necessary for NCEM to meet the requirements of 2 CFR part 200.

United Way must submit to monitoring of its activities by NCEM as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include: (1) reviewing financial and performance reports required by NCEM; (2) following-up and ensuring that United Way takes timely and appropriate action on all deficiencies

pertaining to the Federal award provided to United Way from NCEM detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to United Way from NCEM as required by 2 CFR §200.521.

### 3. Corrective Actions

NCEM or DOC may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. NCEM may require United Way to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to United Way from the pass-through entity detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance, or provide training and technical assistance as needed to correct noncompliance.

#### **I. Procurement and Contractor Oversight**

United Way shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this Agreement.

United Way shall impose United Way's obligations under this Agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

United Way must comply with CDBG regulations regarding debarred or suspended entities at (24 CFR 570.609). CDBG funds may not be provided to excluded or disqualified persons.

United Way shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.

#### **J. Property Standards**

United Way shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. United Way shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income, and equipment not needed by United Way for activities under this agreement shall be transferred to DOC for its CDBG-DR program.

#### **K. Relocation, Real Property Acquisition, and One-for-one Housing Replacement**

United Way shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the [URA] shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

## **L. Nondiscrimination**

### **1. 24 CFR part 6**

United Way will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

United Way will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, United Way shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

### **2. Architectural Barriers Act and the Americans with Disabilities Act**

United Way shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act.

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

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



3. Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

(i) General Compliance:

United Way shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended [if NCEM is subject to 24 CFR part 570, subpart K, insert: "and 24 CFR 570.601 and 570.602". No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. United Way shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

(ii) Assurances and Real Property Covenants:

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

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, United Way's assurance herein shall obligate United Way or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate United Way for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives NCEM and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

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

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

4. Affirmative Action

(i) Approved Plan

United Way agrees that it shall carry out pursuant to NCEM's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR chapter 60. The Grantee shall provide Affirmative Action guidelines to United Way to assist in the formulation of such program. United Way shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

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

United Way shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when United Way procures property or services under this Agreement.

(iii) Notifications

United Way will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the United Way's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

M. Labor and Employment

1. Labor Standards

United Way shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq.*), and 29 CFR part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

United Way agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. United Way shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to NCEM for review upon request.

N. Conduct

1. Hatch Act

United Way shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

## 2. Conflict of Interest

United Way agrees to abide by the provisions of 2 CFR 200.112 and 24 CFR 570.611, which include (but are not limited to) the following:

- a. United Way shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of United Way shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of NCEM, United Way, or any designated public agency.

## 3. Lobbying

United Way hereby certifies that:

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

connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c. It will require that the language of paragraph (d) 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 United Ways shall certify and disclose accordingly:
- d. Lobbying Certification

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.C. 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.

#### **M. Religious Activities**

United Way agrees that funds provided under this Agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

#### **X. ENVIRONMENTAL CONDITIONS**

##### **1. Prohibition on Choice Limiting Activities Prior to Environmental Review**

United Way must comply with the limitations in 24 CFR 58.22 even though United Way is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated NCEM's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

##### **2. Air and Water**

United Way shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder;

**3. Flood Disaster Protection**

United Way shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, United Way shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award.

**4. Lead-Based Paint**

NCEM shall follow NCEM's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.

**5. Historic Preservation**

United Way shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**XI. SEVERABILITY**

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

**XII. ASSIGNMENT**

United Way shall not assign or transfer any interest in this Agreement without prior written consent of Grantee.

**XIII. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XIV. WAIVER**

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

**XV. CHOICE OF VENUE**

This Agreement shall be governed and by and construed under the laws of the State of North Carolina without giving effect to its conflict of law principles. Nothing in this Agreement shall preclude either Party from seeking injunctive relief to protect its rights under this Agreement.

The Parties consent to and agree that any and all disputes arising out of or relating in any way to the Agreement shall be subject to the exclusive jurisdiction of Wake County Superior Court. The Parties consent to the jurisdiction of the court, agree to accept service of process via mail, and waive any jurisdictional or venue defenses otherwise available.

**XVI. SUBROGATION**

United Way acknowledges that funds provided through this Agreement are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by this Agreement are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, United Way shall promptly return any and all funds to Grantee, which are found to be ineligible, unallowable, unreasonable, a duplication of benefit, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of this Agreement for any reason.

**XVII. ENTIRE AGREEMENT**

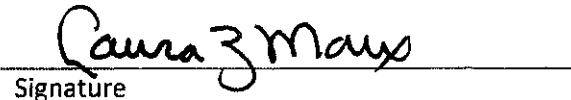
This Agreement constitutes the entire agreement among the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to this Agreement.

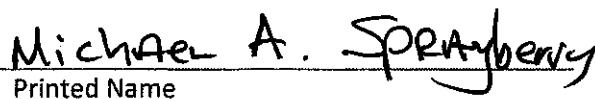
IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of the Parties.

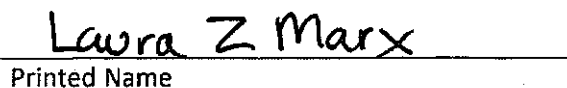
**N.C. Division of Emergency Management**

**United Way of North Carolina**

  
Signature

  
Signature

  
Printed Name

  
Printed Name

Director

Title

7/27/18

Date

President + CEO

Title

7-27-18

Date

Exhibit 1: Budget

NC Rebuild 2-1-1 Support - June 1, 2018 - May 31, 2019							
Budget Category	Budget Item						
<b>A. Personnel</b>							
Item	Description	Computation	QTY	Rate Per Unit	Cost per Year	Fringe	Total Cost
Rebuild Specialist (Bilingual)	2 Dedicated Bilingual Project FTEs (9a-5p ET M-F excluding holidays) Base Weekly* (16.50/hr). Rebuild specialist will provide direct service (guidance, appointment setting, updates, reminders and follow-up on behalf of local centers) to callers seeking individual assistance as a result of Hurricane Matthew. A salary differential is paid to bilingual specialists due to the additional language requirement. The employer's fringe rate is currently 21%. The rate is based on the costs the company incurs as result of paid holidays, unemployment costs, retirement costs, health insurance, etc.	\$16.50 hourly rate x 40 hours per week x 52 weeks x 2 x fringe .21 Specialist	2	\$16.50	\$68,640.00	\$14,414.40	\$83,054.40
Rebuild Specialist (Non-Bilingual)	1 Dedicated Project FTE (9a-5p ET M-F excluding holidays) Base Weekly* (15.00/hr). Rebuild specialist will provide direct service (guidance, appointment setting, updates, reminders and follow-up on behalf of local centers) to callers seeking individual assistance as a result of Hurricane Matthew. The employer's fringe rate is currently 21%. The rate is based on the costs the company incurs as result of paid holidays, unemployment costs, retirement costs, health insurance, etc.	\$15.00 hourly rate x 40 hours per week x 52 weeks x 2 Specialists	1	\$15.00	\$31,200.00	\$6,552.00	\$37,752.00
Supervisor-Project Manager	1 FTE-Oversees the day to day operation of the Rebuild project at the contact center including hiring, supervising, training and coaching staff and communicating with external partners (e.g. center personnel, etc.). The employer's fringe rate is currently 21%. The rate is based on the costs the company incurs as result of paid holidays, unemployment costs, retirement costs, health insurance, etc.	\$18.00 hourly rate x 40 hours per week x 52 weeks	1	\$18.00	\$37,440.00	\$7,862.40	\$45,302.40
Surge Coverage	Additional Staff assigned during high call volume outreach efforts, at overtime rate of 1.5. Up to 250 hours @\$24/hr. (Billed as used)	Overtime rate of \$24.00 per hour x maximum hours 250	250	\$24.00	\$6,000.00	\$0.00	\$6,000.00
<b>Total Personnel Costs:</b>							<b>\$172,108.80</b>
<b>B. Technology and Supplies</b>							
Item	Description	Computation	QTY	Rate Per Unit		Frequency	Total Cost



Five9 Telephony Costs	The contact center uses Five9 a cloud call center software. The cost per license for each specialist is \$223.75 per month and the cost per license for the Supervisor (Project Manager) is \$323.75 per month.	3 specialist x \$223.75=\$671.25 + \$323.75 (Supervisor/PM) = \$995 per month x 12 months	1	\$995.00		12	\$11,940.00
iCarol	iCarol is a web-based software that automates the service delivery process for non profit and charity contact centers. Resource database used by Rebuild Specialist to log call data. The cost per license for iCarol is \$19.40 per user	4 users x \$19.40 per user = \$77.60 per month x 12 months	1	\$77.60		12	\$931.20
Internet Monthly	Service needed to access web based databases, appointment software and research information	Based on usage rate of 22% of total monthly bill of \$1324.54 = \$291.40 per month x 12 month	1	\$291.40		\$12.00	\$3,496.80
Phone Project Manager (PM)	The PM is provided an office phone to communicate with external partners, staff, etc.	User extension cost 21.99 + Telephone number 3.99 +5.42 fees=\$31.40 per month x 12 months	1	\$31.40		12	\$376.80
<b>Total Technology and Supplies:</b>							<b>\$16,744.80</b>

Item	Description	Computation	QTY	Rate Per Unit			Total Cost
<b>D. Administrative Support</b>							
Rent, Utilities and Cubicle Space	Base rent for Employer's office and Common Area Maintenance.	See chart-Rent Suite 310	1	\$1,720.15		12	\$20,641.80
Tech Support Monthly	The employer subcontracts IT service out. The subcontractor maintains the IT infrastructure and computer equipment used by Rebuild personnel	Billed at cost of \$80 per hour to provide IT support to dedicated staff as needed; estimated budget line item hold of \$2000 for up to 25 hours of support to be billed as used	1	\$2,000.00		1	\$2,000.00

Translation Services	Provide professional translation of documents, communications, forms or other NCEM requested documents (billed as used)	Billed at cost based on standard translation service by language requirements, estimated budget line item hold of \$5000	1	\$5,000.00		1	\$5,000.00
Translation Service In-Person Support	Provide Spanish language support on location as requested throughout the year, mileage to be reimbursed at state rate. (billed as used)	State mileage rate reimbursement of 54.5 cents/mile, estimated total mileage per year of two visits per month at 400 miles per visit.	1	\$5,232.00		1	\$5,232.00
Book-keeping Services	Employer contracts with CDS Outsourcing to handle employees' benefits, payroll, etc.	4 employees x \$75 monthly fee per employee x 12 months	4	\$300.00		12	\$3,600.00
<b>Total Administrative Support:</b>							<b>\$36,473.80</b>
<b>Subtotal</b>							<b>\$225,327.40</b>
Administrative Support	Administrative support for reporting, communications, meetings, printing, mileage etc at 10% of total contract		1	\$1,877.73			\$22,532.74
<b>GRAND TOTAL</b>							<b>\$247,860.14</b>