

# FY23 RALEIGH HUMAN SERVICES AGENCY FUNDING



**Fiscal Year 2022- 2023**

**GRANT APPLICATION**

**Submission Deadline:  
Friday, January 21, 2022 by 5pm**



**Raleigh**

## SECTION I – TITLE PAGE

### FY23 RALEIGH HUMAN SERVICES AGENCY FUNDING APPLICATION JULY 1, 2022 THROUGH JUNE 30, 2023

This form should be the top sheet of your application packet.

**Agency Exact Legal Name:** \_\_\_\_\_

(List agency name as it appears on the on Secretary of State website)

**Agency Street Address:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

Is the agency's above street address located within the corporate limits of the City of Raleigh?

Yes \_\_\_\_\_

No \_\_\_\_\_

List below the street address of your agency's **official** headquarter.

**Headquarter Street Address:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Agency Mailing Address:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Chief Executive Officer:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **Extension:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Web Page Address:** \_\_\_\_\_

## SECTION I – TITLE PAGE

### FY23 RALEIGH HUMAN SERVICES AGENCY FUNDING APPLICATION JULY 1, 2022 THROUGH JUNE 30, 2023

Contact Person: \_\_\_\_\_

Job Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Extension: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Board Chair: \_\_\_\_\_

Fiscal Year: (Ex: 7/1 to 6/30) \_\_\_\_\_ to \_\_\_\_\_

- Will you agree to comply with the City of Raleigh fiscal requirements of agency activities should your agency be awarded city funding for the 2022-2023 fiscal year?  
YES\_\_\_NO\_\_\_
- List the amount of City of Raleigh funds being requested for FY 2022-2023: \_\_\_\_\_
- Is this a Minority and/or Women-owned Business Enterprise (MWBE)? YES\_\_\_NO\_\_\_
  - If yes, is this business certified with the NC Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Program? YES\_\_\_NO\_\_\_
- Learn more about the MWBE Program: <https://raleighnc.gov/SupportPages/how-will-participating-mwbe-programs-benefit-your-business>

**SECTION II**  
**FY 2022-2023**  
**AGENCY OVERVIEW**

You may use additional paper to answer questions, if needed.

**Give a brief history of the organization, including mission and goals, date of incorporation and years of operation. Why do you think your program will meet the needs of your target population? Does your organization incorporate equity into its mission, vision, and objectives? If so, how?**

**SECTION III  
FY 2022-2023  
PROGRAM OVERVIEW**

**You may use additional paper to answer questions, if needed.**

**Provide a description of how your program addresses societal needs and benefits Raleigh residents.**

**Describe how your program delivers services in an equitable way.**

- **Share how clients are served, eligibility criteria for services, admission and discharge of clients, and follow-up activities.**

**SECTION III  
FY 2022-2023  
SCHEDULE OF SERVICES FORM**

You may use additional paper to answer questions, if needed.

Complete this form for each program component or service to be supported with city funds. (An example is provided in Appendix A)

**1. What components of your program will be funded with City dollars? Please describe your service unit.**

**2. Total number of years the program component or service has been in operation:**  
Indicate the total number of years the program has been in operation.

**3. Location (address) of program component or service:**  
Indicate where (address) the service is offered. (Insert full address: Street, City, Zip code)

**4. Operation hours of program or service:**  
Indicate the hours and days service is provided.

- List Hours of virtual services & in person services

**SECTION III  
FY 2022-2023  
SCHEDULE OF SERVICES FORM**

**5. Target group(s) to be served:**

List the target group(s) that will be served by your program (i.e. homeless families with children, youth age 10- 16, elderly age 55 years old or older)

**6. Unduplicated Clients:** List the number of unduplicated Raleigh clients who will receive services.

**Unduplicated Client Definition:** Participant who is counted only once, no matter how many direct services they receive during a funding year.

**7. Total amount of City funds being requested:**

**8. Fee Schedule Amount**

Refer to the Human Service Agency Fee Schedule in Appendix A

**9. Total number of service units to be provided with City funds**  
(show calculation)

Equation:

- Total amount of requested funds divided by fee schedule amount = Number of service units the City will pay for

**10. Outcome measurements for FY 2022-2023 (measurable outputs and expected outcomes for the program)**

Describe how you will know if the service proposed is successful. Describe your expected outcomes and the metrics you will use to measure them.

**SECTION III  
FY 2022-2023  
PROGRAM STATISTICAL FORM**

You may use additional paper to answer questions, if needed.

Complete this form for each program component or service to be supported with city funds.

Name of Program Component or Service: \_\_\_\_\_

List the target group(s) to be served: \_\_\_\_\_

List the target group(s) that will served by your program (i.e. homeless families with children, youth age 10- 16, elderly age 55 years old or older, substance users, differently abled, etc.)

<b>Client Demographics</b>	<b>Actual (Last Year) FY 2020-2021</b>	<b>Estimated (Current Year) FY 2021-2022</b>	<b>Proposed (Next Year) FY 2022-2023</b>
<b>Gender</b>			
Male			
Female			
Transgender:			
Other:			
Other:			
<b>Race</b>			
Black or African American			
American Indian/ Alaska Native			
Asian			
Native Hawaiian/ Pacific Islander			
White			
Other:			
<b>Ethnicity</b>			
Hispanic or Latinx			
Not Hispanic or Latinx			
Other:			
Other:			
Other:			
<b>Age</b>			
Under 12 years old			
12- 17 years old			
18- 24 years old			
25- 40 years old			
41- 54 years old			
55 and older			
Unknown:			



<b>Geographic Locations</b> <i>(Insert Zip codes)</i>			
27610			
27604			
27613			
27606			
27603			
27607			
27608			
27609			
27616			
Other Zip Code:			
Other Zip Code:			
Other Zip Code:			
<b>Geographic Locations</b>			
Raleigh			
Wake County			
Other:			
<b>Clients Served</b>			
Number of low-income clients			
Total number of clients served			

**Please indicate below if program data is not available for any of the above items:**

**SECTION IV  
FY 2022-2023  
BUDGET NARRATIVE**

**You may use additional paper to answer questions, if needed.**

**Provide a budget narrative for each program component indicating:**

1. All costs, including administrative costs, and all revenue sources to operate the program to be supported with City funds.
  - a. For the fiscal year: July 1, 2022- June 30, 2023
2. Show costs by line item (i.e., salaries, rent, supplies, utilities, travel, training, consultation, printing, goods/food/clothing, etc.).

**The Human Services Agency grant request cannot exceed:**

- 50% of the overall program budget, or
- 25% of the agency operating budget \*

\* For the FY23 Human Service Funding cycle, agencies are permitted to use FY19 or FY20 as the base for the 25% calculation.

**SECTION IV  
FY 2022-2023  
AGENCY OPERATING BUDGET**

**Provide an Agency Operating Budget by revenue and expenditure line items for:**

- a. Last year (actual)
- b. Current year (estimated)
- c. Proposed next year (projected) for the entire agency.

**SECTION IV**  
**FY 2022-2023**  
**ANNUAL AGENCY PERSONNEL INFORMATION FORM**

Complete this form on the entire agency.

**You may use additional paper to answer questions, if needed.**

Complete to show how the agency is staffed. (Do not submit salary ranges).

<b>Record the number of full-time persons employed.</b>	
<b>Record the number of part-time persons employed.</b>	
<b>Record the number of volunteers utilizes</b>	.

List the title and current annual salary of all paid staff (full-time and part-time) below as of \_\_\_\_\_ (insert date).

Include top administrative staff. Place an asterisk (\*) beside the individuals who will work directly with the proposed program. Attached an addition sheet, if needed.

<b>Job Title</b>	<b>Annual Salary</b>

**What is your agency's salary adjustment policy or plan?**

**Date of last agency-wide salary adjustment:**

**Percent and dollar amount of adjustment:** \_\_\_\_\_ % \$ \_\_\_\_\_

**Reason for adjustment:**

**Time interval between merit salary adjustments:** \_\_\_\_\_

**Average percent increase of each merit increase:** \_\_\_\_\_

**Additional comments:**

**SECTION IV**  
**FY 2022-2023**  
**BOOKKEEPING SYSTEM CHECKLIST FORM**  
 Complete this form on the entire agency.

**You may use additional paper to answer questions, if needed.**

Complete to show how your agency's bookkeeping system is maintained.

1. What is the agency's fiscal year? \_\_\_\_\_ to \_\_\_\_\_.
2. Are the agency's financial records audited by an independent certified public accountant?  
 Yes \_\_\_\_\_ / No \_\_\_\_\_
3. If yes, please indicate the current Audit Reports you have provided as part of your application packet. For year ending \_\_\_\_\_ (insert year)
4. How often does the Board of Directors receive/approve financial reports?  
 \_\_\_\_\_ bi-monthly \_\_\_\_\_ monthly \_\_\_\_\_ quarterly \_\_\_\_\_ semi-annually \_\_\_\_\_ annually
5. What is the basis of accounting? \_\_\_\_\_ cash \_\_\_\_\_ accrual \_\_\_\_\_ modified accrual
6. How is the bookkeeping system maintained? \_\_\_\_\_ manually \_\_\_\_\_ by computer
7. Does the agency have any fixed assets? \_\_\_\_\_ Yes \_\_\_\_\_ No
8. What are the names and titles of those authorized to sign checks? Please list below the people in addition to the bookkeeper.

Are the individuals listed bonded? a. Yes \_\_\_\_\_ b. No \_\_\_\_\_

Name	Title

**The Grant Recipient Must Follow These General Acceptable Accounting Procedures (GAAP)**

**Please check off those procedures that are now in place.**

- \_\_\_\_\_ 1. The agency's book and bank statements are reconciled monthly.
- \_\_\_\_\_ 2. Expenditures of agency funds are subject to a formal review and approval process.
- \_\_\_\_\_ 3. A formal annual budget is approved by the board of directors.
- \_\_\_\_\_ 4. Substantial fixed asset purchases are capitalized and depreciated.
- \_\_\_\_\_ 5. The agency has a voucher system for documentation of expenditures (which includes original documents from vendors/providers that goods and services were delivered and paid for).

FY 2022- 2023  
HUMAN SERVICES AGENCY FUNDING  
APPLICATION CHECKLIST FORM

**Applicants must submit a signed Application Checklist Form (both an electronic submission and an original signature on the printed submission).**

Incomplete applications will not be reviewed. Every section is mandatory unless otherwise stated.

**SECTION I: TITLE PAGE (Top Sheet)**

- Human Services Agency Funding Application - Title Page (Top Sheet)
- Cover Letter

**SECTION II: OVERVIEW**

- Brief history of the organization including:
  - Mission and goals
  - Date of Incorporation
  - Years of operation
- Please answer the following questions:
  - Why do you think your program will meet the needs of your target population?
  - Does your organization incorporate equity into its mission, vision, and objectives? If so, how?

**SECTION III: PROGRAM OVERVIEW**

- Provide a description of how your program addresses societal needs and benefits Raleigh residents
- Describe how your program delivers services in an equitable way.
  - Share how clients are served, eligibility criteria for services, admission and discharge of clients, and follow-up activities.
- Schedule of Services Form for **each program component** or service to be supported with City funding.
- Program Statistical Form for **each program component** or service to be supported with City funding
  - Reported number of clients served last year (actual), current year (estimated), and proposed next year (projected).

**SECTION IV: BUDGET**

- Agency budget narrative indicating what the City of Raleigh funds will be used for and the cost by line item.
- Agency operating budget by revenue and expenditure line items for last year (actual), current year (estimated) and proposed next year (projected) **for the entire agency.**
- Annual Agency Personnel Information Form to show how the agency is staffed.
- Bookkeeping System Checklist Form to show how the agency's bookkeeping system is maintained.

## SECTION V: ATTACHMENTS

- Actual Articles of Incorporation
- Assumed Name or DBA Form, documenting the agency's name change since its original Articles of Incorporation were filed with the Secretary of State's office
- IRS Tax Exempt Letter, confirming nonprofit status
- Statement of Nondiscrimination
- Board of Directors list that include: names, addresses, race and sex, phone numbers, position(s) held, and expiration date of term for all board members.
- Certificate of Insurance, confirming bonding status
- Most recent Form 990 for your organization
- One (1) copy of agency's current fiscal year (or calendar year) audit report conducted by an independent certified public accountant. *(the City of Raleigh only asks agencies that already plan to audit, have a current audit report or are required by their board/organizational policies to conduct an audit to provide their most recent audit report as normally required).*
- Signed Application Checklist Form

By signing below, I acknowledge that the Human Services Agency Funding Application has been reviewed thoroughly and all the checklist items are included. Each item has been completed properly and all correct forms, attachments, and documents have been provided as requested.

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Printed Name of (CEO/President/ Executive Director/ Board Chair)

Date

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Signature of (CEO/President/ Executive Director/ Board Chair)

Date

# FY23 RALEIGH HUMAN SERVICES AGENCY FUNDING

Fiscal Year 2022- 2023

## APPENDIX A: SAMPLE FORMS

### EXAMPLE A FY 2022-2023 SAMPLE: SCHEDULE OF SERVICES FORM

**AGENCY NAME:** Tutoring Center, Inc.

**1. What components of your program will be funded with City dollars? Please describe your service unit.**

Peer Tutorial Program. The Peer Tutorial Program will employ part-time high school students to tutor Raleigh youth in reading, math, and language arts 5 days per week, 3 hours per day, totaling 10 hours per week, for 40 weeks per year. Retired educators will be used as volunteers to assist with tutoring. Tutoring assistance will be provided to Raleigh elementary and middle school students that live in the Beachwood and Parkwood communities and homeless youth that reside in Transitional Housing D. In addition, enrichment experiences will be provided through trips to the museum, libraries and education institutions, plays or other productions that provide personal and academic enrichment. The program will not operate one week during the Christmas, Thanksgiving, and summer months.

Service unit is one hour of tutoring per person.

**2. Total number of years the program component or service has been in operation:**

Indicate the total number of years the program has been in operation.

Five years

**3. Location (address) of program component or service:**

Indicate where (address) the service is offered.

The service is offered at 200 West Smith Street, Raleigh, NC 27610.

**4. Operation hours of program or service:**

Indicate the hours and days service is provided.

Peer tutoring services will be provided from 4:00 p.m. to 6:00 p.m., Monday through Friday.

**5. Target group(s) to be served:**

List the target group(s) that will served by your program (i.e. homeless families with children, youth age 10- 16, elderly age 55 years old or older)

Youth (Elementary School and Middle School Students)

**6. Number of Unduplicated Clients:**

Unduplicated Clients are participants who are counted only once, no matter how many direct services they receive during a funding year.

10 unduplicated clients

**7. Total amount of City funds being requested:**

\$32,000

**8. Fee Schedule Amount**

Refer to the Human Service Agency Fee Schedule in Appendix A

\$16.00 per hour of tutoring services

**9. Total number of service units to be provided with City funds**

(show calculation)

- Equation:
  - Total amount of requested funds divided by fee schedule amount = Number of service units the City will pay for

\$32,000 divided by \$16.00 = 2,000 hours of tutoring services

**10. Outcome measurements for FY 2022-2023 (measurable outputs and expected outcomes for the program)**

Describe how you will know if the service proposed is successful. Describe your expected outcomes and the metrics you will use to measure them.

Youth school attendance, behavioral, and academic accomplishments will be monitored during the school year. Based line data will be obtained from the school system on the youth attendance, behavioral, grades, and involvement in school and/or community activities. In addition, conferences will be held with the youth's parents, teachers, counselors, and tutors. Youth will also be track at the end of each school grading period to measure the impact of services on youth (i.e., how many grades improved, attendance increase, decrease in behavioral problems, on the honor roll, involvement in extra-curriculum activities, need additional tutoring, etc.).



**EXAMPLE B**  
**FY 2022-2023**  
**AGENCY BUDGET NARRATIVE**

Complete this form for each program component or service to be supported with city funds.

Agency Name: Raleigh Tutoring Center, Inc.

Program component or service to be funded: Peer Tutorial Program

Total amount of City funding requested: \$32,000

	REQUESTED CITY FUNDS	OTHER FUNDS	BUDGET TOTAL
<b>1. SALARIES</b>			
Program Coordinator	\$ 5,000	\$15,000	\$20,000
Office Assistant	<u>\$ 2,500</u>	<u>\$ 7,500</u>	<u>\$10,000</u>
	\$ 7,500	\$22,500	\$30,000
<b>2. FRINGE BENEFITS</b>			
Society Security	\$ 0	\$ 900	\$ 900
Health	\$ 0	\$ 1,200	\$ 1,200
Payroll	<u>\$ 0</u>	<u>\$ 1,600</u>	<u>\$ 1,600</u>
	\$ 0	\$ 3,700	\$ 3,700
<b>3. TRAVEL</b>			
2,400 miles @ \$0.31	\$ 744	\$ 0	\$ 744
Parking spaces for volunteers	<u>\$ 600</u>	<u>\$ 0</u>	<u>\$ 600</u>
	\$ 1,355	\$ 0	\$ 1,355
<b>4. EQUIPMENT</b>			
1 Electric Typewriter	\$ 650	\$ 0	\$ 650
1 Desk Copier	\$ 995	\$ 0	\$ 995
1 Slide Projector	\$ 725	\$ 0	\$ 725
1 Screen	\$ 0	\$ 153	\$ 153
12 Computers/Printers	<u>\$10,000</u>	<u>\$ 0</u>	<u>\$10,000</u>
	\$12,370	\$ 153	\$12,523
<b>5. SUPPLIES</b>			
Postage	\$ 700	\$ 0	\$ 700
Computer Supplies	<u>\$ 5,100</u>	<u>\$ 0</u>	<u>\$ 5,100</u>
	\$ 5,800	\$ 0	\$ 5,800
<b>6. CONTRACTUAL SERVICE</b>			
Tutoring Program support staff	\$ 1,500	\$ 3,000	\$ 4,500
<b>7. OTHER</b>			
Rental Space	\$ 0	\$ 3,040	\$ 3,040
Telephone	\$ 1,000	\$ 5,000	\$ 6,000
Printing	\$ 1,000	\$ 1,500	\$ 2,500
Equipment repair	\$ 600	\$ 3,500	\$ 4,100
Staff training and conference	<u>\$ 875</u>	<u>\$ 1,000</u>	<u>\$ 1,875</u>
	\$ 3,475	\$14,040	\$17,515
<b>TOTAL PROGRAM COST</b>	<b>\$32,000</b>	<b>\$43,393</b>	<b>\$75,393</b>

**EXAMPLE C****FY 2022-2023  
AGENCY OPERATING BUDGET**

Complete an operating budget on the entire agency.

**Agency Name:** Raleigh Tutoring Center, Inc.

**REVENUE SUMMARY**

	<b>Actual</b> (Last Year)	<b>Estimated</b> (Current Year)	<b>Proposed</b> (Next Year)
	FY 2020/2021	FY 2021/2022	FY 2022/2023
City of Raleigh	35,100	35,100	35,100
County of Wake	30,000	40,000	50,000
State Government	50,000	55,000	60,000
Federal Government	70,000	75,000	80,000
Triangle United Way	70,000	80,000	85,000
Foundations	30,000	35,000	35,000
Program Service Fees	30,000	35,000	40,000
<b>Total</b>	<b>\$315,000</b>	<b>\$355,100</b>	<b>\$385,100</b>

**EXPENDITURE SUMMARY**

Salaries	65,000	75,000	85,000
Fringe Benefits	30,000	35,000	40,000
Payroll Taxes	45,000	50,000	56,000
Staff Development	4,000	5,000	6,000
Telephone	10,000	10,000	10,000
Rental Space	40,000	45,000	50,000
Equipment/Supplies	25,100	25,100	25,100
Postage/Shipping	9,000	16,000	16,000
Utilities	20,000	25,000	26,000
Advertisement	10,000	11,000	12,000
Travel	20,000	21,000	22,000
Insurance	37,000	37,000	37,000
<b>Total</b>	<b>\$315,000</b>	<b>\$355,100</b>	<b>\$385,100</b>

**FY 2022-2023  
HUMAN SERVICES AGENCY FUNDING  
FEE SCHEDULE**

**Human Services Agency  
Grant Fee Schedule**

The below fee schedule is used to reimburse human service grantees on a fee-for-service basis.

<b>Program/ Service Type</b>	<b>Description</b>	<b>Maximum Allowable Rate</b>	<b>Billing Unit</b>
<b>Adult Day Health Services</b>	Provide structured therapeutic health services and supervised activities for persons with physical, mental, intellectual disabilities, or seniors who receive in-home services.	\$30.00	Per Day
<b>After-School Program</b>	Provide healthy social, cultural, educational or physical activities for elementary, middle or high school aged youth after school.	\$16.00	Per Hour
<b>Case Management Services</b>	Provide services to help clients gain access to needed medical, social, educational and other services.	\$44.00	Per Hour
<b>Comprehensive Vision Screening</b>	Program provides comprehensive eye exams and services to detect and treat vision problems and eye disease.	\$53.00	Per Screening
<b>Detoxification Services</b>	Program provides shelter, support and resources for individuals who receive detoxification services.	\$100.00	Per Day
<b>Early Childhood Intervention</b>	Provide services and supports to infants and young children with developmental delays and disabilities and their families.	\$88.00	Per Hour
<b>Educational Trainings &amp; Workshops</b>	Coordinated programs and educational services provided in the form of trainings and workshops that enhance the quality of life of low-income residents.	\$45.00	Per Workshop/ Training
<b>Emergency Shelter</b>	Provide temporary shelter for homeless individuals and families. Additional services may include, food, clothing, emergency financial assistance and assistance in accessing other support services.	\$43.00	Per Day
<b>Food Delivery Services</b>	Targeted nutritious food or meal delivery services for individuals in need. This may include meal preparation, delivery and distribution.	\$6.00	Each
<b>Food Distribution Services (Per Pound)</b>	Targeted nutritious food or meal distribution for individuals in need. This includes food distributed by the pound.	\$0.05	Per Pound

<b>Program/ Service Type</b>	<b>Description</b>	<b>Maximum Allowable Rate</b>	<b>Billing Unit</b>
<b>Hospice Services</b>	Provide supportive care to people in the final phase of a terminal illness with a focus on comfort and quality of life.	\$167.00	Per Day
<b>Housing Support Services</b>	Assist individuals in the creation of housing support plans and foster the development of independent living skills.	\$55.00	Per Hour
<b>In-Home Aide</b>	Provide in- home services to elderly residents and their caregivers with the intention for recipients to continue to live in their homes and avoid institutional placement.	\$18.00	Per Hour
<b>Legal Services</b>	Provide direct legal representation, advocacy or legal advice in non-criminal matters. Assistance with connecting the enrollee to expert community resources to address legal issues.	\$52.00	Per Hour
<b>Mental Health Services</b>	Provide assessment, diagnosis, treatment or counseling to assist an individual or group in alleviating mental or emotional illness, symptoms, conditions or disorders.	\$48.00	Per Hour
<b>Mentoring Services</b>	Program to improve the well-being of youth by providing a role model that can support the youth academically, socially and/or personally.	\$18.00	Per Hour
<b>Prescription Assistance Program</b>	Program to help patients who lack health insurance or prescription drug coverage obtain the medications they need.	\$56.00	Per Prescription
<b>Primary Care Services</b>	Provide access to comprehensive, primary medical care to low- income individuals.	\$90.00	Per Visit
<b>Short-Term Family &amp; Temporary Housing</b>	Provide temporary housing and comprehensive supportive services with the goal of independent living and self-sufficiency. Additional services may include, meals, assistance with job search and access to prevention and intervention services.	\$38.00	Per Day
<b>Supported Employment/ Vocational Support</b>	Provide assistance with choosing, acquiring, and maintaining employment for individuals.	\$32.00	Per Hour
<b>Supportive Housing</b>	Provide permanent housing for low-income individuals who may have been homeless in the past, or otherwise need access to more intensive social services.	\$27.00	Per Hour
<b>Tutoring Services</b>	Program that provides additional, special, or basic academic instruction to elementary, middle or high school aged youth.	\$16.00	Per Hour

# FY23 RALEIGH HUMAN SERVICES AGENCY FUNDING

**Fiscal Year 2022- 2023**

## **APPENDIX B: CONTRACT STANDARD TERMS AND CONDITIONS**

### 1. INDEMNITY

The Service Provider shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Service Provider in the performance of this Agreement. This representation and warranty shall survive the termination or expiration of this Agreement.

The Service Provider shall hold harmless, indemnify, release, discharge and reimburse the City for any funds lost, misapplied, unaccounted for or unlawfully spent.

### 2. PAYMENT OF FUNDS

- a) Payment of Funds specified in this Agreement, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Agreement.
- b) Disbursement of Funds are made quarterly, on a reimbursement basis. Quarterly payments shall not exceed one-fourth (1/4) of the Service Provider's total Funds. The disbursement of funds is initiated by the Service Provider by submitting a written funding request, completed Quarterly Report Form, and completed Financial Information Form. The funding request and completed forms should be sent to the City of Raleigh Office of Equity and Inclusion.
- c) It shall be the responsibility of the Service Provider to make quarterly written funding requests and submit completed the Quarterly Report Form and Financial

Information Form for the disbursement of Funds. Failure of the Service Provider to submit a quarterly written funding request shall not entitle the Service Provider to retroactive payment. Failure to submit a complete Quarterly Report Form and/or Financial Information Form with a funding request may result in a delay or Funds being unavailable.

- d) Upon submittal of a complete, written funding request with the accompanying Quarterly Report Form and Financial Information Form, the determination of the amount of reimbursement of Funds will be based upon units of objectives achieved. No substitution of units among objectives shall be permitted. Objectives must be accomplished as specified in the attached Schedule of Services Contract Form.
- e) The Service Provider shall adhere to all Funding Qualifications, fiscal requirements, and reporting requirements. In the event any reports, or required or requested items set forth within the Funding Qualifications are not received by the required date, the next quarterly payment will be withheld until the Service Provider complies with all requirements of this Agreement.

### 3. FUNDING QUALIFICATIONS

To qualify for the receipt of funds from the City of Raleigh, the Service Provider must meet the following requirements:

- a. The Service Provider has accurately conveyed the program to be funded to the City, financial participation by the City is authorized, and funds are available to be appropriated;
- b. The Service Provider is an incorporated nonprofit organization, certified as a tax-exempt organization under 26 United States Code § 501(c) (3);
- c. The Service Provider shall provide to the City an executed copy of the program budget to be funded, or subsidized, and any authorized amendments on or before September 30 of the calendar year. Agencies operating on a fiscal year other than July 1 through June 30 are to submit budgets within ninety (90) days of the beginning of the new fiscal year. The submitted budget shall display the current Operating Budget in a revenue and expenditure line item format;
- d. The Service Provider shall provide to the City executed copies of all grants awarded to the Service Provider, including, but not limited to, any operating and funding agreements with Federal, State, or local governments or any third party entity;
- e. The Board of Directors or Program Administrators shall include in the Service Provider's bylaws, or adopt by resolution, a Conflict of Interest policy. The policy shall state that the Board members and employees shall avoid conflicts of interest and any conduct which may suggest the appearance of impropriety when exercising their responsibility to the Service Provider. This statement should preclude Board Members and employees from benefiting directly or indirectly from the Service Provider's activities except in their role as Board Members or employees.

- f. Adequate internal controls are established to ensure the protection of all assets.
- g. A yearly performance report be completed and provided to the City outlining the accomplishments of the program in which Raleigh clients were served with City funds for each Grant Year. Performance report forms should be obtained and submitted to the City on or before September 28 of each Grant Year. The fourth quarter payment will be held until this yearly performance report is submitted, regardless of the status on the annual audit. If the yearly performance report is not received by September 28th, the Service Provider will be referred to the City Council for further action.
- h. Service Provider Program Administrators will complete the Annual Agency Personnel Information Form, attached hereto as Attachment C, and the Bookkeeping System Checklist Form for External Agencies, attached hereto as Attachment B.
- i. All outstanding loans and/or accounts receivable with the City of Raleigh must be current. If at any time during a grant award period Service Provider becomes delinquent, greater than 60 days in arrears, on loans and/or accounts receivable with the City, grant funds not yet disbursed will be withheld until the delinquent conditions are resolved.
- j. Failure to comply with any of these requirements may result in suspension of current funding and/or elimination of further funding.

Each Service Provider is required to furnish the items within the Schedule of Fiscal Requirements of Agency Activities, attached hereto as Attachment D and incorporated herein, to the City of Raleigh, Office of Equity and Inclusion, P. O. Box 590, Raleigh, North Carolina, 27602 pursuant to the schedule set forth therein.

#### 4. AUDIT

- a. The Service Provider shall permit any City of Raleigh authorized representative to inspect the work, materials, payrolls, records and other data with regard to the Service Provider's operation, and to audit the books, records and accounts of the recipient Service Provider on an annual, or more frequent basis, at the City's discretion.
- b. In instances where the maximum funding amount is \$25,000 or more, an annual financial audit conducted by an independent certified public accountant may be required, with a copy of the audit report, the auditor's management letter (if any), and a copy of the Service Provider's final budget for the audit period provided to the City within one hundred twenty (120) days following the end of the Service Provider's fiscal year. The fourth quarter payment will be held for the Service Provider until the audit, management letter, and budget are received. If these are not received within one hundred twenty (120) days, the Service Provider will be referred to the City Council for further action.
- c. In cases where the maximum contract amount is less than \$25,000, an audit is recommended, but not required by the City. If a Service Provider receives an audit,

a copy of the audit report, any management letter, and a copy of the Service Provider's final budget for the audit period, should be provided to the City within one hundred twenty (120) days following the end of the Service Provider's fiscal year. The City, at its discretion, may require an examination of any Service Provider's financial records by the City's Controller Office Staff. The fourth quarter payment will be held until all requested materials are received. If the Service Provider does not provide the above stated materials within one hundred twenty (120) days, it will be referred to the City Council for further action. Any questions regarding audit requirements by the Service Provider or the Service Provider's auditors can be directed to the City's Controller's office at (919) 996-4970.

- d. The City of Raleigh Internal Audit Office may conduct an audit of Service Provider's financial, performance and compliance records maintained in connection with the operations and services performed under this Agreement. In the event of such an audit, Service Provider agrees to provide the Internal Audit Office with reasonable access to Service Provider's employees and make all such financial, performance and compliance records available to the Internal Audit Office. The Internal Audit Office agrees to provide the Service Provider with an opportunity to discuss and respond to any findings before a final audit report is issued. Records shall be made available for three (3) years after the final payment. City's rights under this provision shall survive the termination of this agreement. The City may conduct an audit up to three years after this agreement terminates.

## 5. INSURANCE

- a. In all cases where the grant is \$1,000 or more annually, a blanket (or position schedule) fidelity bond must be obtained by the Service Provider for those positions having responsibility for the management of funds. The amount of the bond(s) must be equal to or greater than one-half (1/2) of the City's total appropriation to the Service Provider during the fiscal year. A copy of the Certificate of Insurance documenting the Service Provider's fidelity bond status is to be provided to the City. If the Certificate of Insurance expires prior to the end of the City's fiscal year, it should be renewed and submitted upon receipt of renewal forms to document proof of current bonding status.
- b. The Service Provider shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following coverages and limits. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Service Provider is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Service Provider under this Agreement.

### **Commercial General Liability**

The Service Provider shall provide Commercial General Liability coverage with the following minimum limits:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate Limit:	\$2,000,000



Products and Completed Operations Aggregate:       \$2,000,000

Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Commercial Automobile Liability**

The Service Provider shall provide Commercial Automobile Liability coverage with a minimum Combined Single Limit of \$1,000,000.

Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Service Provider does not own automobiles, Service Provider agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement and/or are brought on a City of Raleigh site.

**Worker's Compensation & Employers Liability**

Service Provider agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 statutory limits. If the Service Provider is not required under North Carolina General Statute Chapter 97 to maintain Worker's Compensation insurance, the City of Raleigh's Workers Compensation Indemnity Agreement must be completed.

The Service Provider shall provide Employers Liability coverage with minimum limits:

Bodily Injury by Accident:	\$100,000 each accident
Bodily Injury by Disease:	\$100,000 each employee
Bodily Injury by Disease:	\$100,000 policy limit

**Additional Insured Status**

Service Provider agrees to endorse the City of Raleigh as an Additional Insured on the Commercial General Liability, Automobile Liability and Excess/Umbrella Liability if being used to meet the standard limits of the General Liability and Automobile Liability. The Additional Insured endorsement on the Certificate of Insurance shall read 'City of Raleigh as its interest may appear'.

**Primary Coverage**

For any claims related to this Agreement the Service Provider's insurance shall be primary insurance as respects the City of Raleigh, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Raleigh, its officers, officials, employees, agents, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it. Insurance must be maintained for length of Agreement's requirements. Service Provider is responsible for paying all deductibles or SIRs. Inadequate limits, non-payment of claims and or bankruptcy does not reduce Service Provider's liability. The City of Raleigh maintains the right to participate in litigation and or claim(s) resolution.

**Certificate of Insurance**

Service Provider agrees to provide the City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Service Provider's insurer. If Service Provider receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Service Provider agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh's Risk Manager.

The Certificate Holder address should read:

City of Raleigh  
Post Office Box 590  
Raleigh, NC 27602-0590

**Umbrella or Excess Liability**

Service Provider may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Service Provider agrees to endorse City of Raleigh as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

**6. SPECIAL CONDITIONS**

The following special conditions must be met by the Service Provider:

NONE

**7. ACCOUNTING**

- a. The Service Provider shall account for all Funds. Such accounting shall be in a form approved by the City and shall conform to generally accepted principles of accounting. The Service Provider shall provide such other information, records and documentation as the City may require from time to time.
- b. The Service Provider shall complete Attachment B, Bookkeeping System Checklist Form for External Agencies.
- c. Service Provider shall use an actual signature system on checks for the disbursement of funds. No disbursement shall be made without supporting documentation.
- d. All records supporting the disbursement of funds shall be retained for a minimum period of five (5) years.

- e. All bank accounts maintained by the Service Provider shall be reconciled monthly. All records associated with the bank accounts shall be retained for a minimum period of five (5) years.

## 8. QUARTERLY REPORTING

- a) Quarterly reports of objectives achieved eligible for reimbursement under this Contract shall be submitted by the Service Provider to the City. Reports will be due October 15, January 15, April 15, and July 15. If the deadline is a non-business day, the Quarterly Report will be due on the following business day.
- b) The reports shall be in such form and provide such detail as the City may require from time to time.
- c) The Service Provider shall provide documentation verifying services provided to Raleigh residents, as determined to be sufficient by the City. To the extent permitted by law, including but not limited to the North Carolina Public Records Act, the City agrees to maintain the confidentiality of program records provided.
- d) Revisions to stated goals and objectives must be completed by the end of the second quarter of the City's fiscal year (January 15, 2019). Requests for revision by the Service Provider must be written and submitted to the City for approval. Requests for revision shall include the reasons therefore, and include any modifications to the Service Provider's Schedule of Services and objectives. Any approved revision shall not become effective until the subsequent quarter.
- e) Distribution of Funds shall be dependent upon the performance and completion of planned objectives. The City may require the Service Provider to provide justification for any objectives that are incomplete or fail to meet planned performance standards. Eligibility for distribution of unreimbursed funds from the first or second quarter shall be contingent upon approval of a Request for Revision and performance and completion of the revised objectives.
- f) The head of the City's Office of Equity and Inclusion, or his or her designee, shall review Quarterly Program Reports submitted by the Service Provider, and shall evaluate the services contracted with the Service Provider as they relate to the Division's overall objectives. The evaluation may include a service evaluation (which may include site visits) and a client evaluation to measure client satisfaction of services received and assess the service delivery performance of the Service Provider.

## 9. TERMINATION

- a) The Service Provider covenants that all information provided, all statements and representations made on its application for the grant of funds made by this Agreement are true. The City may terminate this Agreement for any inaccuracy or misrepresentation in said application.
- b) If Service Provider shall fail to fulfill in timely and proper manner the obligations under this Agreement for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Agreement

by giving written notice to the Service Provider and termination will be effective upon receipt.

- c) In the event of early termination, Service Provider shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Service Provider under this section exceed the total amount due Service Provider under this Agreement. The Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold any payment due to the Service Provider for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.
- d) Payment of Funds specified in this Agreement, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Agreement.

#### 10. VENUE

All matters relating to this Agreement shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Agreement shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

#### 11. NON-DISCRIMINATION

To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Agreement. The parties further agree, to the extent permitted by law, to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Agreement for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Agreement.

#### 12. E - VERIFY

Service Provider shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Service Provider's knowledge, any subcontractor employed by Service Provider as a part of this Agreement shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

### 13. NORTH CAROLINA PUBLIC RECORDS LAW

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the City by the Service Provider are subject to the public records laws of the State of North Carolina and it is the responsibility of the Service Provider to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Service Provider understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

### 14. FORCE MAJEURE

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Agreement, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Agreement must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Agreement by this provision.