

**Heart of Kentucky
United Way**



Heart of Kentucky United Way/COMMUNITY IMPACT PARTNER AGREEMENT

The Heart of Kentucky United Way Community Impact Partner listed below enters into this Agreement for the funding period from **January 2019-December 2019**. This Agreement (5 Pages) may be amended only by prior written agreement of the duly authorized officers of each party.

By signing below both Heart of Kentucky United Way and Community Impact Partner indicate they have read and agree to abide by this Agreement.

Community Impact Partner (type in name above)

Board Chair (sign above)

Date

Agency Executive (sign above)

Date

Heart of Kentucky United Way

Board Chair (sign above)

Date

Dr. Stephanie Blevins, Executive Director (sign above)

Date

Overview

Based on the response from the community, the Heart of Kentucky United Way (HKUW) Board of Directors determined HKUW efforts will focus on three Impact Areas: Education, Income and Health. Further, the HKUW Board of Directors adopted Impact Goals within each Impact Area: (1) Children enter school ready to learn and succeed; (2) Youth complete high school ready to succeed in college, career and/or life; (3) Individuals and families are healthier; and (4) Families have adequate income and assets to independently meet their families' needs.

In addition, HKUW's role in the community is beyond that of a fundraising organization, to one of an organization that works to change community conditions. To do so, HKUW engages in measuring results, identifying best practices, mobilizing partners, promoting collaborations, supporting community initiatives, advocating for policy change, raising awareness through marketing/media, engaging the business community, generating and leveraging resources (financial resources and human resources), and of course, funding.

Our respective organizations share a mutual responsibility to work together to Advance the Common Good. Therefore, this document outlines the Spirit of our agreement and the formal expectations and requirements for each party.

The Spirit of the Agreement

This Agreement is predicated on creating a *spirit of partnership* based on mutual respect, needs, and support that will enable Heart of Kentucky United Way (hereafter HKUW) and Community Impact Partners to make life better for people across our communities. **A Community Impact Partner is defined as a not-for-profit organization or collaborative partnership meeting eligibility requirements, receiving discretionary funding from or through HKUW to provide local services that assist HKUW in impacting our goals in Education, Income and Health.** This agreement governs partners receiving funding through HKUW's Community Impact application process.

Within the *spirit* of this agreement, Community Impact Partners agree:

- to provide local services that are oriented to the achievement of measurable outcomes;
- to assist HKUW in achieving community change through one or more of the four community Impact Goals;
- to actively and aggressively publicize HKUW's support and year-round relationship, to participate in HKUW's resource development efforts and be sensitive to and not detract from HKUW's efforts to raise funds that support all Community Impact Partners.

Communications between HKUW and Community Impact Partners will also influence the effectiveness of this Agreement. Therefore, HKUW and Community Impact Partners have joint responsibility for communicating any issue or problem that potentially could have a negative impact on the working relationship.

This agreement includes the following sections:

1. Expectations/Requirements
2. HKUW's Commitment
3. Agreement Termination
4. General Provisions

I. EXPECTATIONS/REQUIREMENTS

A. Outcomes Based Commitment

Program Outcomes refer to changes that occur in program participants or in conditions as a result of the program. Outcomes may relate to changes in knowledge, skills, attitudes, values, behavior, condition, or status. **Community Outcomes** refer to long-term changes that occur for members of the communities. HKUW and its Community Impact Partners play a role in the achievement of community outcomes. Community Impact Partners should be committed to the achievement of their mutually agreed upon program outcomes related to the appropriate Impact Goals. HKUW is responsible for coordinating the efforts of Community Impact Partners, public policy experts, the business community, academics, the media, and community members, in an attempt to achieve measurable impact within the Impact Goals. Community Partners will report outcomes to HKUW biannually.

B. Using and Displaying HKUW Logo

Impact Partners are strongly encouraged to include the HKUW logo on all program-specific printed and electronic materials and at the entrance to all facilities; logos should appear on program-specific letterhead, newsletters, brochures, annual reports, fundraising letters, websites and e-newsletters. HKUW will have available and provide HKUW partner signage upon request. HKUW logos are also available for download from the HKUW website.

C. Internal Agency Campaign and Fundraising Support

Community Partners should also acknowledge and support the efforts of HKUW. Community Impact Partners are required to conduct an internal HKUW campaign among employees, staff and volunteers and board members. Partners are also required to promote and support the campaign—including distributing pledge forms—among its board members. Community Impact Partners should be willing to provide speakers, conduct agency tours and participate in HKUW events and opportunities as appropriate. Community Partners should also be willing to provide volunteer opportunities when appropriate in an attempt to mobilize the caring power of our communities.

D. Outcome Based Contract

The primary focus of accountability will be based on the program's outcomes and the inputs, activities, and outputs necessary to facilitate the successful achievement of those outcomes.

E. Fundraising Restrictions

Recognizing that HKUW is working to raise additional corporate/business support on their behalf, Community Impact Partners agree *not to solicit workplace contributions from employees through payroll deduction, either individually or in consortium with another group, independent of HKUW.*

F. Required Reports

Community Impact Partners agree to submit the following reports/information as requested, on time:

- Executed HKUW/Community Impact Partner Agreements
- Agency Documentation of Fiscal Responsibility (dependent upon annual budget)
- Bi-Annual Outcome Based Reports (online and/or via e-mail)
- Year-End Financial Report
- Campaign Report

G. Site Visits

HKUW volunteers and/or staff reserve the right to visit each funded program during the funding cycle. New programs, or programs experiencing difficulties, may be visited more frequently at the discretion of HKUW. The site visits offer an opportunity for HKUW and agency representatives to interact, and give agencies an opportunity to showcase their programs.

H. Program Information

Community Impact Partners agree to inform HKUW of any significant change in a HKUW-funded program(s) including, but not limited to: change in program location, change in program director, change in major program components/service delivery mechanism, etc.

When program changes are substantial, the Community Impact Partner agrees to inform HKUW, *in writing and in advance* of the program change, and agrees to submit a revised program proposal and Outcome Measurement Proposal to HKUW. The revised proposal will be forwarded to the Impact Steering Committee for consideration. The Community Impact Partner agrees to abide by the committee's decision regarding the funding decision. The Community Impact Partner agrees and understands that failure to inform HKUW of program changes may result in HKUW escrowing all or part of the funding allocation.

I. Agency Financial Statements

To demonstrate fiscal responsibility, each Community Impact Partner agrees to submit an independent annual CPA audit or review, the respective management/disclosure letter if there are significant findings, and the IRS 990 tax form (from the same fiscal period). These reports are crucial to HKUW's understanding of each Community Impact Partner's financial position and fiscal viability.

Agencies are required to submit proof of fiscal responsibility as follows:

- For Annual Budgets up to \$100,000, agencies must submit a financial compilation and IRS 990.
- For Annual Budgets between \$100,001 and \$200,000, agencies must submit a copy of an independent Financial Review and IRS 990.
- For Annual budgets at \$200,001 and above, agencies must submit a copy of an independent Financial Audit and IRS 990.

Community Impact Partners agree to maintain financial records on an accrual basis in accordance with the standards of accounting and financial reporting for voluntary health and welfare organizations and to conduct an independent annual audit of their finances in accordance with Generally Accepted Auditing Principles (GAAP). Each Community Impact Partner's annual financial statements should easily identify HKUW funds.

J. Sanctions, Extensions and Exemptions

1. Sanctions

A Community Impact Partner electing not to submit required reports will have their funds automatically withheld beginning with the first payment following the respective deadline of each mandatory item. HKUW agrees to give Community Impact Partners a minimum of thirty days to complete all required reports.

2. Extensions

A Community Impact Partner needing an extension of a noted deadline agrees to submit its request in writing 15 days prior to the noted deadline. The request should include an explanation of the circumstances, which necessitate the extension and the day/date when the required information will be submitted. HKUW will review the request and may or may not grant an extension.

3. Exemptions

A Community Impact Partner that is unable to comply with a mandatory item may, at the time the agreement is signed, request an exemption. The request should include an explanation of the circumstances, which necessitate the exemption, and any alternative plan the agency has put in place to ensure future compliance. Community Impact Partners understand that there are few, if any, circumstances under which an exemption would be granted for a mandatory requirement.

K. Payment of Funds

HKUW shall make all payments included under this agreement through Electronic Funds Transfer. Therefore, agencies shall insure that the HKUW has at all times, the required agency account information to facilitate EFT.

2. HKUW's COMMITMENT

HKUW values its relationships with Community Impact Partners and therefore agrees:

- A.** To keep financial records, according to GAAP, that show how funds are disbursed to demonstrate its accountability to Community Impact Partners.
- B.** To complete an independent annual CPA audit of its accounts and to make the audit available to Community Impact Partners upon request.
- C.** Only to request reports and information from Community Impact Partners that support one of HKUW's three primary emphases: the partner's financial or program accountability, Outcome Measurement Reporting and information to support Resource Development.
- D.** To monitor and share the individual program and collective program results of the Community Impact Partners' efforts to meet expectations and requirements of this agreement with HKUW staff and volunteers, as appropriate.

3. AGREEMENT & TERMINATION

A. HKUW and Community Impact Partners

The following conditions may constitute grounds for terminating this agreement and funding by HKUW.

The Community Impact Partner's:

- 1. Nonperformance or inability to provide a HKUW-funded program;
- 2. Provision of a poor quality service;
- 3. Poor accountability of Community Impact funds;
- 4. Failure to adhere to fundraising restrictions;
- 5. Failure to submit required reports;
- 6. Legal existence is jeopardized or a material change in the Community Impact Partner's financial condition is evident; or,
- 7. HKUW's inability to fund at the level determined through the application process due to unforeseen circumstances.

B. Notification

Both HKUW and Community Impact Partners agree to give a minimum of 30 days written notice of intent to sever the agreement.

4. GENERAL PROVISIONS

A. Funding Commitment

This HKUW/Community Impact Partner Agreement cannot constitute a funding commitment since available funds are contingent upon the HKUW Board's designation of funds for service investments. Therefore, this agreement creates no obligation on the part of HKUW to guarantee funding in the funding cycle. The agreement is, however, a statement of intent to fund.

B. Continued Funding

Community Impact Partners understand and agree they must re-apply for funding with each new funding cycle. However, at its sole discretion, HKUW may elect to extend this contract.

C. Nondiscrimination, Equal Opportunity and Employment

Community Impact Partners, in their employment policies and practices, in their public accommodations and in their provision of services, agree to comply with all relevant and applicable federal, state and local laws, regulations and standards relating to discrimination, biases and/or limitations based on age, race, color, ancestry, country of origin, disability, ethnicity, marital status, familial status, veteran status, gender, religion, sexual orientation, or gender identity. HKUW and Community Impact Partners understand that there may be times when sectarian participation is appropriate.

Community Impact Partners agree, as appropriate, to work towards achieving age, ethnic, gender and physical handicap diversity among their employees and board.

D. Clients Rights, Safeguarding Client Information

Community Impact Partners agree to establish a system through which clients may present grievances related to service delivery and to advise clients of this right. Community Impact Partners agree to maintain client confidentiality and to safeguard client information. In the event that any information pertaining to any individual is used or disclosed, or is alleged to have been used or disclosed by the Community Impact Partner, its employees, subcontractors or agents, in violation of this agreement, the Community Impact Partner agrees to indemnify and hold HKUW from any and all liability, and agrees to bear all costs for the defense of any legal action incident thereto.

E. Conflict of Interest

Community Impact Partners agree to establish safeguards and to prohibit their employees, board members, advisors and agents from using their positions for any purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties. Said safeguards should be substantially designed and executed to prevent actual violations of applicable conflicts of interest laws. Community Impact Partners agree to disclose in writing to HKUW any conflict of interest or potential conflict of interest described above, immediately upon discovery.

F. Indemnification

Under the terms of this Agreement, Community Impact Partners agree to defend, indemnify and hold harmless HKUW and its officers, directors, employees, independent contractors, agents and representatives, appointed boards and commissions, officials, officers, employees and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation's, attorney's fees or actions of any kind and nature resulting from personal injury to any person, including clients, officers, directors, independent contractors, agents, representatives and employees of the Community Impact Partner or damages to any property, arising or alleged to have arisen out of the work to be performed in conjunction with this Agreement.

G. Other Resources

Program funding resulting from the annual campaign represent only one of several ways Community Impact Partners can benefit through HKUW. HKUW volunteers and staff will continue to look for ways to respond to the needs of those Community Impact Partners that embody both the spirit and the intent of the Agreement. Other resources include, but are not limited to, the following:

1. Gifts-In-Kind

From time to time, HKUW receives opportunities from local firms and individuals willing to donate computers, office equipment, furniture, cars, etc. When allowed by the donor, Community Impact Partners will be given preference in the distribution of in-kind resources. HKUW provides an online application for local organizations to apply for these in-kind gifts. Please see the HKUW Get Connected website (<http://getconnected.hkuw.org>) for more information.

2. Philanthropic Funds, Special Gifts and Grants

Foundations, corporations, service clubs, businesses, and individual contributors frequently ask HKUW for information about effective agency programs. We will direct such entities to the appropriate Community Partners.

3. Volunteer Recruitment

HKUW assists Community Impact Partners that request help recruiting volunteers for boards and projects.

H. Donor Restricted Resources

HKUW does not accept designations regarding funding. All HKUW donations are unrestricted.

Signature Page

By signing below you are indicating the following:

- I have reviewed this application
- The contents of this application are accurate and truthful
- Should we become aware of changes in the content, we agree to make Heart of Kentucky United Way known of such changes.

Executive Director Name:

Signature: _____ Date: _____

Board President Name:

Signature: _____ Date: _____

Please upload this signature page with your Program Narrative and Application.

Retain a copy for your records.

Counter Terrorism Compliance

In compliance with the spirit and intent of the USA PATRIOT Act and other counter terrorism laws, Heart of Kentucky United Way requests that each funded partner ("organization") certify that it is in compliance with Heart of Kentucky United Way and the United Way of America's ("UWA") compliance program.

- This organization is not on any federal terrorism "watch lists," including the list in Executive Order 13224, the master list of specially designated nationals and blocked persons maintained by the Treasury Department, and the list of Foreign Terrorist Organizations maintained by the State Department.
- This Organization does not, will not and has not knowingly provided financial, technical, in-kind or other material support or resources* to any individual or entity that is a terrorist or terrorist organization, or that supports or funds terrorism.
- This Organization does not, will not and has not knowingly provided or collected funds or provided material support or resources with the intention that such funds or material support or resources be used to carry out acts of terrorism.
- This Organization does not, will not and now knowingly provided financial or material support or resources to any entity that has knowingly concealed the source of funds used to carry out terrorism or to support Foreign Terrorist Organizations.
- This Organization does not re-grant to organizations, individuals, programs and/or projects outside of the United States of America without compliance with IRS guidelines.
- This Organization takes reasonable, affirmative steps to ensure that any funds or resources distributed or processed do not fund terrorism or terrorist organizations.
- This Organization takes reasonable steps to certify against fraud with respect to the provision of financial, technical, in-kind or other material support or resources to terrorists and terrorist organizations.

* In this form, "material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe

houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

I certify on behalf of the Organization listed above that the foregoing is true.

Print name: _____ **Title:**

Signature: _____ **Date:**
