United Way Funded Program Agreement

Sample Organization Inc
Community Impact Grant

The Agreement includes the following sections:

I. Overview
II. The Spirit of the Agreement
III. The Letter of Agreement
IV. Deliverables/Monitoring and Evaluation of Programs
V. Extensions, Sanctions and Terminations
VI. General Provisions
VII. Addendums A, B, C

I. Overview
United Way of Lake and Sumter Counties, Inc. (hereafter UWLS) efforts are focused in three Impact Areas: Health, Income and Education. UWLS is an organization that seeks to “improve the quality of life and build a stronger community by leveraging resources and uniting community partners to impact Education, Income, and Health.” To do so, UWLS engages in research and measures results that identify best practices, mobilizes policy change, raises awareness through marketing/media, engages the business community, generates and leverages resources and provides financial support. Our respective organizations share a mutual responsibility to work together to build a stronger community. Two important sections will help to accomplish this goal: The Spirit of the Agreement, which includes expectations of Funded Programs and UWLS, and the Letter of Agreement, which outlines specific requirements of each.

II. The Spirit of the Agreement
This agreement is predicated on creating a spirit of partnership based on mutual respect, cooperation, and support that will enable UWLS and Funded Programs to improve the quality of life across our community. A “Funded Program” is defined as a program of a not-for-profit organization or collaborative partnership meeting certification standards, receiving discretionary funding from or through UWLS to provide local services that assist in achieving significant impact in the established impact areas. This agreement governs programs receiving funding through UWLS’s Community Impact process. With a realization that both UWLS and the Funded Program organization face increasingly difficult challenges and increasing demands, the Agreement presents opportunities for the organizations to work together cooperatively rather than separately, to achieve the overall goal of building a better community.

Within the Spirit of Agreement, UWLS and Funded Programs agree:

- To provide/support local services that are oriented to the achievement of measurable outcomes;
- To assist each other in achieving community change through the community impact areas;
- To actively engage in community conversations/roundtables to explore and expand community impact initiatives;
- To communicate with each other any issue or problem that potentially could have a negative impact on the working relationship; and
• To actively and enthusiastically promote the partnership between UWLS and the organization of the Funded Program, and vice versa, to the public in a positive manner.

Recognizing that this agreement does constitute a contractual relationship between the United Way of Lake and Sumter Counties, Inc. and the organization of a Funded Programs, the spirit inherent in the Agreement will ultimately determine its effectiveness.

III. The Letter of Agreement

This section of the UWLS Funded Program Agreement requires cooperation based on mutual respect, need, and collaboration between UWLS and its Funded Programs to fulfill and abide by the following requirements to ensure that funds provided by the public through UWLS are used in an effective and efficient manner.

A. Expectations of Funded Programs

1. Funded Program Status

Once funded through the community impact process, each awarded organization agrees to become a Funded Program and to sign the UWLS Funded Program Agreement. (Addendum A: Funded Program Agreement Signature Page). Program status does not constitute a commitment to funding beyond the current funding cycle.

2. Promotion of United Way

As competition for limited charitable dollars’ increases, United Way of Lake and Sumter Counties and Funded Programs should utilize every possible opportunity to increase mutual visibility, promote the partnership and co-market each other. Therefore, Funded Programs will include the United Way of Lake and Sumter (UWLS) logo on newsletters and websites (not the generic United Way logo), and prominently display the UWLS logo at the point of service of the funded program. The Funded Program organization also agrees to acknowledge UWLS funding in their public presentations and community events. Failure to comply will result in a suspension of UWLS funding, requiring a meeting between UWLS President/CEO and the Executive Officer of the funded program organization.

3. Internal United Way Campaign

While the organizations of Funded Programs, board members, and staff members concentrate their efforts on the services their organization provides, they should acknowledge the interdependence and should understand the need to support UWLS financially. Therefore, organizations of Funded Programs are required to conduct an internal UWLS campaign among employees and volunteers or conduct a community fundraiser for UWLS. It is the responsibility of the organization of a Funded Program to contact UWLS to schedule within this calendar year an internal campaign or fundraiser (contact Anessa Hunt 352-787-7530 ext 234 or anessa@uwls.org). The deadline to register your campaign with Anessa Hunt is March 31. Failure to register a UWLS campaign or fundraiser with UWLS in this calendar year by March 31 will result in a suspension of UWLS funding until the UWLS campaign or fundraiser is registered with UWLS.
4. Program Changes

Organizations of Funded Programs agree to inform UWLS in writing of any program changes in the UWLS-funded program(s) including: change in program location, change in program director, change in major program components/service delivery mechanism, etc. within ten (10) business days of the major change. Failure to notify UWLS of these changes will result in immediate suspension of future funding disbursements.

5. Program Reports

The organization of the Funded Program agrees to provide UWLS quarterly reports. These reports will include demographic and financial data on the clients who use the Funded Program. The data report will include information such as: total number of participants, ages of participants (lumping all participants into an “unknown” category will not be acceptable), gender, income level (lumping all participants into an “unknown” category will not be acceptable), and county area. Failure to supply this information in quarterly reports will result in a delay of funding distribution until an acceptable report is submitted.

6. Quarterly Success Stories

The organization of the Funded Program also agrees to provide UWLS a success story each quarter. The success story is to be four (4) paragraphs: 1) the first paragraph describes the client’s life and circumstances before getting involved in the program; 2) the second paragraph details how the client discovered and started the program; 3) the third paragraph describes how the client’s life has changed since being in the Funded Program; and 4) the client thanks United Way for funding the program. The organization will also provide the client’s picture or an action picture of the program, and a signed release form of everyone in the story and the picture.

If an organization cannot provide a client’s name or picture due to privacy prohibitions, the organization must provide a composite success story. A composite success story contains general information of several client’s circumstances under a fictitious name and using a fictitious picture.

To view a sample success story, go to www.uwls.org/grants . At the bottom of the page, click the “CLICK HERE” at the bottom of the page to download a sample success story.

Failure to supply a quarterly success story will result in immediate suspension of United Way funding. If a success story does not follow the above paragraph outline, the organization will be asked to resubmit the story BEFORE the next distribution is released.

7. Quarterly Collaboration Meetings

Organizations of Funded Programs will send one (1) representative to attend the quarterly collaboration meetings at UWLS. The dates and times of the Collaboration Meetings are posted on the UWLS website at https://www.uwls.org/grants .

8. Financial Responsibility
Organizations of Funded Programs agree to maintain financial records in accordance with Generally Accepted Accounting Procedures (GAAP) standards of accounting.

B. Expectations of United Way

1. Outcomes Based Commitment

United Way will conduct quarterly collaboration meetings with all organizations of funded programs. The organization is required to attend the collaboration meetings to receive their next quarterly funding disbursement. Failure to attend will result in the forfeiture of that quarter’s disbursement unless prior arrangements are made with the Community Impact Director (Jennifer McNulty, programs2@uwls.org or 352-787-7530 ext 221).

2. Support of Funded Programs

   a. United Way will monitor and share the results of the Funded Program and client outcomes with United Way staff, volunteers, media, public officials, businesses, and citizens of the local community.

   b. United Way commits to providing:

       1. Technical assistance requests for the online reporting portal and tracking and reporting client outcomes.
       2. Volunteer recruitment for boards, committees and projects.

3. Financial Accountability

   a. United Way will keep financial records, according to GAAP standards that show how funds are disbursed, demonstrating its accountability to organizations of Funded Programs.

   b. United Way will complete an independent annual audit of its accounts and make the audit available on the UWLS website (https://www.uwls.org/policies-and-financials) within 9 months of the close of the UWLS fiscal year.

IV. Deliverables/ Monitoring and Evaluation of Programs

United Way agrees only to request reports and information that support one of its three primary emphases: agency financial or program accountability, information and data for planning/needs assessment, and information to support Community Investment and Resource Development.

1. Funded program must serve residents of Lake and/or Sumter Counties. Using UWLS funds outside of Lake and/or Sumter Counties will result in a forfeiture of grant funds and will disqualify the organization from future grants with UWLS.

2. Funded Program will report online on the outcomes of the program. The quarterly report deadlines are posted on the UWLS website.
3. Funded Program will also attend quarterly collaboration meetings. The meetings are posted on the UWLS website.

4. Site visits offer an opportunity for United Way and Funded Programs to interact and learn about programs. United Way volunteers and/or staff reserve the right to visit each funded program at least once during the funding cycle to accomplish our due diligence.

V. Extensions, Sanctions and Terminations

A. Extensions

Funded Programs needing a deadline extension must submit a request in writing **15 days prior** to the deadline. The request should include an explanation of the circumstances which necessitate the extension and the date when their required information will be submitted. UWLS will review the request and inform the organization if an extension is granted.

B. Sanctions

A Funded Program that has elected not to submit mandatory information to UWLS’s satisfaction in all the provisions described in Sections III and IV and that has not been granted a written extension in the submission date will have its grant funding automatically withheld, beginning with the first payment following the respective deadline of each mandatory item. The agency is afforded **ten business days** (10) to become compliant or the funding for that cycle will be forfeited.

C. Terminations

1. Reasons for Agreement Termination
   
   a. Nonperformance or inability to meet program goals for a United Way Funded program;
   b. Provision of poor quality of service;
   c. Poor accountability of funds;
   d. Decision not to participate in required meetings;
   e. Decision not to provide reports of outcomes or success stories; or
   f. Decision not to inform UWLS of program changes.

2. Notification of Agreement Termination

   Both UWLS and the Funded Program agree to give a minimum thirty (30) days written notice of intent to sever the agreement.

VI. General Provisions

1. Funding Commitment

   While UWLS does not like to think about funding limitations, it may be necessary to make grant award reductions due to funding limitations or natural disasters. Therefore, this United Way Funded Program Agreement **cannot constitute a funding commitment** since grant funds are contingent upon the UWLS Board’s designation of unrestricted funds for grants. This agreement creates no
obligation on the part of UWLS to guarantee funding in any portion of the funding cycle. This agreement is, however, a statement of intent to fund. Should UWLS find it necessary to adjust grant funding within a grant cycle, UWLS will notify the organization of the Funded Program thirty (30) days prior to any adjustment.

2. Nondiscrimination, Equal Opportunity, Employment and Affirmative Action

Organizations of Funded Programs, in their employment policies and practices, in their public accommodations and in their provision of services, agree to comply with the applicable regulations of the Civil Rights Act of 1964 regarding equal employment opportunities and reaffirm their institutional nondiscriminatory policy.

3. Conflict of Interest

Organizations of Funded Program agree to establish safeguards and to prohibit its employees, board members, advisors and agents from using their position 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. Funded Program agrees to disclose in writing to UWLS any conflict of interest or potential conflict of interest described above, immediately upon discovery.

4. Indemnification

Under the terms of this Agreement, organizations of Funded Program agrees to defend, indemnify and hold harmless UWLS 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 Funded Program or damages to any property, arising or alleged to have arisen out of the work to be performed in conjunction with this Agreement.

Attachments:
Addendum A: Funded Program Agreement Signature Page
Addendum B: Award Amount, Payment Schedule, Special Provisions, Report Dates
Addendum C: USA Patriot Act Counterterrorism Compliance
Addendum A:
Funded Program Agreement Signature Page

Sample Organization Center Inc

1. This Funded Program Agreement, upon its approval by both UWLS and the above-mentioned organization of a Funded Program, shall supersede any previous signed agreements executed between the UWLS and the organization of a Funded Program. All addendums are an integral part of this agreement and must be submitted together with the signed agreement.

2. This Agreement shall be binding from January 2019 to December 2019.

3. Should the Program withdraw from its funding relationship with the UWLS or refuse to sign the Funded Program Agreement, funding shall cease, and the Program shall not be entitled to draw the remainder of its approved grant.

4. No disbursement shall be released until the Agreement is signed by both parties.

In witness of approval of the Funded Program Agreement the undersigned have affixed their signatures:

Sample Organization Inc

Name: ____________________________
Executive Director/Authorized Signature
DATE: ____________________________

UNITED WAY OF LAKE AND SUMTER COUNTIES, INC.

Name: ____________________________
Dr. Alan Holden, ceo@uwls.org
President/Chief Executive Officer
DATE: ____________________________
Addendum B:

Award Amount, Payment Schedule, Special Provisions, Report Dates

Sample Organization Inc

Award Amount: $20,000
Disbursement to: LifeStream Behavioral Center Inc

Payment Schedule:

The grant will be dispersed in four quarterly payments:

- Initial payment of $5,000 shall be disbursed at the check signing meeting on January 16, 2019;
- Second payment of $5,000 shall be disbursed at the collaboration meeting on April 18.
- Third disbursement of $5,000 shall be made at the collaboration meeting on July 18.
- Fourth disbursement of $5,000 shall be made at the collaboration meeting on October 17.

Attendance is required at the collaboration meetings to receive grant disbursements. Failure to attend will result in a forfeiture of that quarter’s disbursement. No disbursement will be mailed.

Report Due Dates:

Report due dates are posted on the UWLS website at https://www.uwls.org/grants.

Sample Organization

Name: ____________________________
Executive Director/Authorized Signature

DATE: ____________________________

UNITED WAY OF LAKE AND SUMTER COUNTIES, INC.

Name: ____________________________
Dr. Alan Holden, ceo@uwls.org
President/Chief Executive Officer

DATE: ____________________________
Addendum C:

USA PATRIOT ACT COUNTERTERRORISM COMPLIANCE

In compliance with the spirit and intent of the USA PATRIOT ACT and other counterterrorism laws, United Way of Lake & Sumter Counties, Inc. requests that each funded agency (“Organization”) certify that it is in compliance with the United Way of Lake & Sumter Counties, Inc. and United Way Worldwide’s (“UWW”) compliance program.

This Organization, Sample Organization Inc, 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 has not 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 provisions of financial, technical, in-kind or other material support or resources to terrorists and terrorist organizations.

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

Print Name:______________________  Title:______________________________

Signature:______________________  Date:______________________________

*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.