

Collective Impact Partner Memorandum of Agreement 2021-2022

I. **Overview**

This Collective Impact Partner Memorandum of Agreement (PMOA) defines the cooperative and mutually beneficial relationship between United Way of Delaware County (UWDC) and its Collective Impact Partners. It recognizes that both entities are autonomous and are drawn together through the shared goal of utilizing available resources for the greatest impact in Delaware County. Both entities understand that this is a voluntary relationship requiring teamwork, understanding, and cooperation for the benefit of the entire community.

United Way of Delaware County's collective impact initiatives provide cross-sector partnerships collaborating, coordinating, and building capacity centered on agreed upon strategies and goals. To do this, we focus on creating measurable opportunities for communities in Delaware County to succeed and thrive, with an emphasis on addressing the areas of greatest need.

II. **Funding Period**

The effective funding cycle is July 1, 2021 through June 30, 2022, unless otherwise indicated. Quarterly, UWDC will review campaign receipts. If there are changes in receivables UWDC will adjust allocations grant awards. All allocation adjustments will require approval by UWDC's Board of Directors. Communication regarding quarterly grant amount will be sent by the 15th of the month preceding the quarter, i.e., September, December, and March.

III. **Performance Obligations of both UWDC & Collective Impact Partners**

Use of Resources: Partners will only use grant funds awarded under this agreement for the purpose described in a budget and narrative contained within their respective approved application for FY22. Any requests to use grant funds for a purpose not specified in the grant budget must be made in writing, specifying the reason for the request and the proposed new use of the grant funds. Such requests must be made at least thirty (30) days prior to any proposed change taking effect. UWDC may approve, deny, or propose modifications to such requests in their sole and absolute discretion.

Common Agenda & Goals: All partners involved in collective impact initiative(s) will work together with and on behalf of the Delaware County community to achieve the relevant initiative outcomes.

Mutually Reinforcing Community-Level Strategies: UWDC & Partners will develop, implement, and adapt a collective strategic plan that align organizations, programs, community assets, volunteers, and other resources into a comprehensive, mutually reinforcing strategy to advance toward measurable outcomes. Both will collaborate in the identification of and implementation of promising practices, innovations, and evidence-based strategies, as determined by the collaborative.

Communication: UWDC & Partners will actively participate in the planning, coordination, and implementation of activities related to the Collective Impact Initiative objectives including ongoing meetings, phone consultations, email communications, and utilization of online tools for sharing information. All agree to provide immediate and constructive feedback related to challenges or concerns related to the initiative.

Fundraising and Resource Development: Both parties agree to work together to secure financial resources for the Initiative, including:

- Joint grant seeking and grant submission for appropriate funding sources and the coordination of financial or in-kind donations.
- Providing meaningful donor engagement/education opportunities, including but not limited to periodic tours and donor presentations.

Volunteer Engagement: UWDC & Partners agree to promote and support the mobilization of the community in supporting the Collective Impact Initiative through volunteer engagement efforts, including identification and support of both one-time and ongoing group and individual volunteer opportunities.

IV: UWDC will:

- Facilitate monthly Collective Impact Initiative Partner meetings and sub-committees, i.e., for Strengthening Families Pillar or Pillar Subjects Meetings, to further Initiative and its strategic goals. See Strengthening Families Pillar (Appendix A).
- Provide capacity building opportunities and increase skill development for Collective Impact Partner representatives to enhance the collaboration's ability to conduct its mission.
- Inform the community about the positive impact of the entire UWDC network of funded and non-funded Collective Impact Partners through a comprehensive communications and marketing program, when appropriate.
- Conduct an annual community-wide fundraising campaign and use its best efforts and practices to solicit gifts and contributions to support the collective impact work.
- Recognize the responsibility and authority of each Collective Impact Partner through its governing body to determine its own policies and manage its own programs within the scope and spirit of this agreement.
- Utilize trained volunteers and staff who sign both a conflict of interest and confidentiality statement in matters regarding the making of Community Impact funding decisions; facilitate a process that makes recommendations to achieve the greatest impact in meeting the current social service needs of the community that is approved by UWDC Board of Directors.
- Accept donor designated funds to specified eligible Collective Impact Partners; (donor designations are honored above and beyond the regular community impact process). Collective Impact Partners will receive designations less uncollectible pledges to be paid out monthly in compliance with United Way Worldwide requirements.

V. Collective Impact Partners will:

- Maintain up to date contact information for the agency with UWDC staff.
- Adhere to all Partner Memorandum of Agreement (PMOA) expectations.
- Adhere to all UWDC Memorandum of Agreement requirements signed during the FY22 grant allocations application process (Appendix B).

- Ensure that fiscal agent complies with and supports all applicable laws concerning unlawful discrimination and has a written policy in compliance with such laws.
- Support UWDC/SF/HA in the community with co-marketing efforts including but not limited to identifying collaboration as a Collective Impact Partner with use of the UWDC and/or Hunger Alliance/Strengthening Families logo(s), hosting program tours and educating staff and volunteers about UWDC Collective Impact Initiative; national or regional barriers of these efforts should be discussed with UWDC staff.
 - Use consistent language and talking points when describing the Collective Impact Initiative (including the backbone role of UWDC and the roles of other partners) to donors, the media, and other stakeholder groups.
 - Develop and implement strategies to increase visibility.
- Submit timely and complete progress reports (see Appendix C).
- Engage in Collective Impact work, as appropriate and applicable (see Appendix D).
- Have a lead staff person participate in monthly Partner meetings every third Tuesday (Strengthening Families) and/or every second Friday (Hunger Alliance) to coordinate program development, needs, and progress toward achieving specific outcomes.
- Have a lead staff person participate in Pillar Committee meetings (Strengthening Families).
- Have a lead staff person and/or appropriate staff attend applicable training opportunities, including but not limited to trainings for outcomes, reporting, and evaluation.
- Ensure that fiscal agent completes timely filing and renewal of all relevant organizational documents, including an annual 990.

VI. Conditions

All funding must be used in accordance with all applicable procedures and the following stipulations. Please read the following carefully:

1. Type of Investment

This funding is issued through the one-year Collective Impact Allocations Grant Process. This agreement allows for funding to a program that aligns with the intended initiative.

2. Outcomes Based Funding

UWDC's mission and business model reflect a focus on measuring outcomes for funded programs, initiatives, and strategies. Details regarding outcome alignment, revisions of outcomes, indicators and related data, and use of on-line data reporting tools. (Outlined in Appendix E)

3. Termination Options

Partners may terminate the agreement for any reason and partners may terminate their association in writing to the UWDC President.

UWDC may immediately terminate this agreement, and/or withhold or reduce grant payments under this agreement if UWDC determines, in its sole discretion, that UWDC has insufficient funds to continue funding the grant.

The UWDC Board of Directors may terminate this agreement and/or partner's affiliation with the initiative by vote of the board members present at any regular meeting for reasons of default: lack of strategic or programmatic impact as determined by UWDC; a data breach that

involves either the release of individual-level data without appropriate consent and/or the release of aggregate or individual data to the media; failure to perform obligations under this agreement; failure to act in good faith toward the collaborative or another partner; malfeasance; illegal conduct; unauthorized use of UWDC's name in any communication that undermines the trust or relationship of the relevant Collective Impact Initiative; and/or any action or practice that jeopardizes the ethical operation and implementation of this agreement of the Collective Impact Initiative. In any of the above cases, UWDC will:

- Provide thirty (30) days written notice of the proposed termination.
- Allow an authorized representative or officer of the agency to be present and to be heard on behalf of said agency.

The Board reserves the right to render a decision in executive session. Currently, funding decisions are made on an annual basis and the above termination applies only during the current 12-month funding cycle where the agency has been receiving funds.

If funding is terminated, any unused funds must be returned, and funds that are balance due upon termination will be immediately forfeited.

4. Acceptance of Funding

Signing this agreement indicates acknowledgement and acceptance of the terms outlined above and in all appendices.

1. Binding Agreement: This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto. This Agreement overrides any oral agreements that may have been made between the Parties.
2. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.
3. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.
4. Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.
5. Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.
6. Amendment. This Agreement may not be modified except by an instrument in writing signed by the Parties.
7. Authority. The Parties represent and warrant that they are duly authorized to enter into this Agreement.
8. Hold Harmless. UWDC makes no warranties, expressed or implied under this Agreement. Partners, at all times, will indemnify and hold UWDC harmless from

any damages, liabilities, claims, and expenses that may be claimed against the Partner; or for injuries or damages to Partner or another party arising from participation in a collective impact initiative; or arising from any acts, omissions, neglect, or fault of Partner or its agents, employees, licensees, or clients; or arising from Partner's failure to comply with this Agreement and laws, statutes, ordinances, or regulations applicable to it or the conduct of its business. UWDC shall not be liable to Partner for damages, losses, or injuries to Partner or another party other than if such is the result of the gross negligence or willful misconduct of UWDC. Likewise, UWDC agrees to hold harmless all partners except in cases of gross negligence or willful misconduct.

Collective Impact Partner Name

Collective Impact Lead Staff Signature

CI Lead Staff Name Printed (typed)

Date

Executive Director Signature

Executive Director Name Printed (typed)

Date

United Way of Delaware County



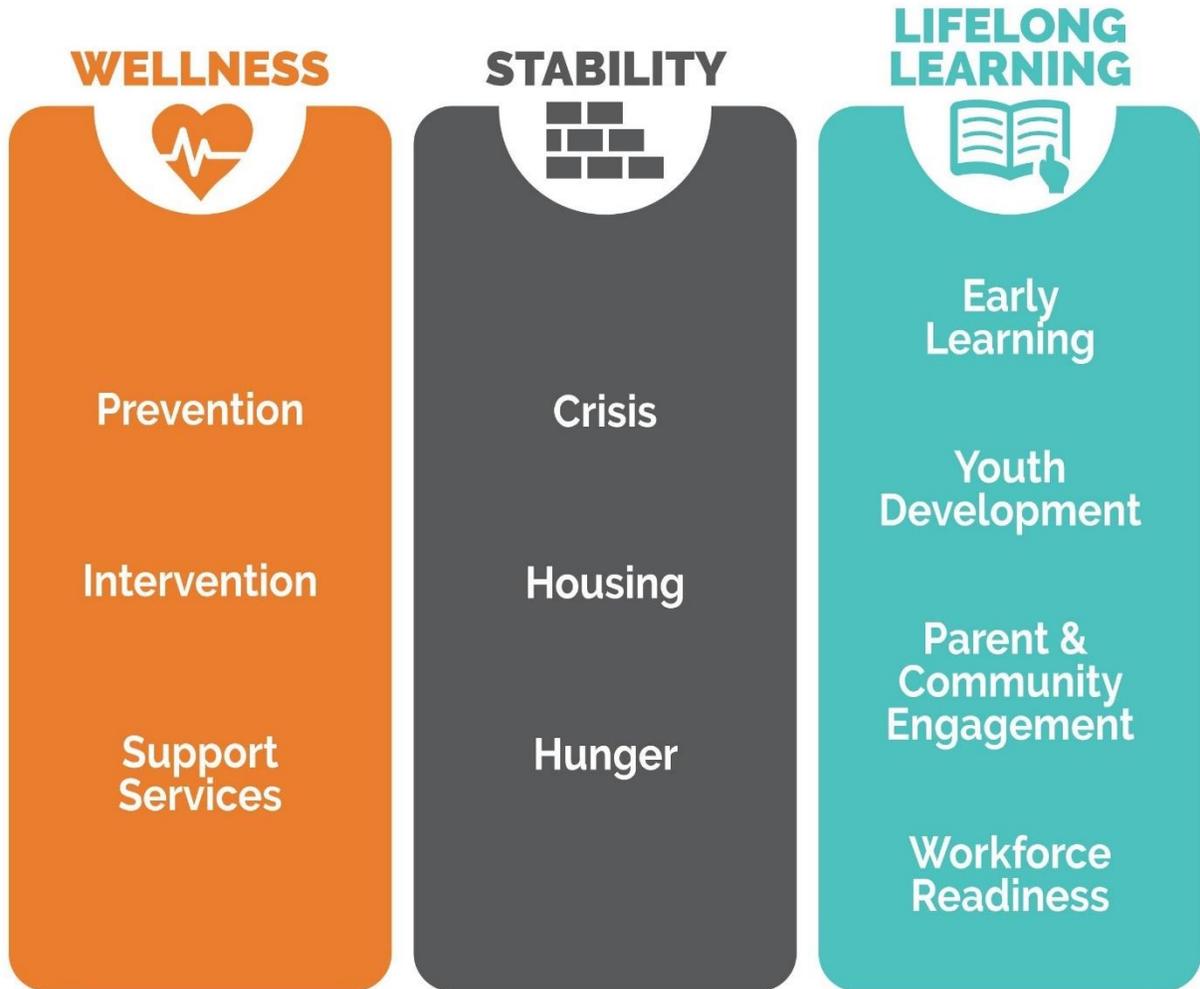
June 25, 2021

Brandon Feller, President, UWDC

Date

PARTNER MEMORANDUM OF AGREEMENT

APPENDIX A: Strengthening Families Pillars



PARTNER MEMORANDUM OF AGREEMENT

APPENDIX B: UWDC MOA

**United Way
of Delaware County**



2021-2022

Memo of Agreement between United Way of Delaware County, Inc. and

(Agency name)

As active participants in the United Way of Delaware County (United Way) fundraising process and in the delivery of United Way funded services, the above-named parties mutually agree to the following conditions for United Way funding:

Donor Designation

The United Way will consider funds designated to specific agencies as a separate stream of funding, outside of the program funding that may be provided to a funded agency or organization. Agencies receiving such designated funds will record these gifts as other income. Agencies are prohibited from soliciting donor designated funds through the United Way community campaign. If United Way of Delaware County becomes aware of an agency actively seeking donor-designated support via the annual United Way community campaign, the United Way of Delaware County will not honor those designations and will suspend the agency from our approved agency list for three years. In addition, the donor is notified that their pledge will not be honored and given the opportunity to redirect or cancel their pledge.

Access to Books & Records

The funded agency or organization agrees to permit free access to its books, accounts and records for examination by authorized representatives of this United Way. All information so obtained shall be held in strict confidence except as required by law. Records of a personal nature concerning individuals or families shall not be open to examination in any form that allows identification of said individuals or families.

The funded agency or organization agrees to submit financial and program performance reports according to announced deadlines and on forms provided by the United Way. Failure to do so will result in immediate review by the United Way Community Impact Council and may result in loss of funding.

Program Evaluation and Technical Support

The United Way of Delaware County recognizes the importance and the cost of performing regular, consistent, and meaningful program evaluation. Costs associated with program evaluation will be permitted in funding requests. Funded agencies or organizations will be required to break out the cost of their program evaluation efforts, describe their evaluation plans, and provide outcome focused reports to the United Way. In addition, the Community Impact Council will provide support and feedback to funded agencies regarding their funding applications and financial reports.

Compliance with United Way Organizational Standards

By signing this memo of agreement, organizations receiving funding from the United Way of Delaware County certify that:

- Standard 1** The organization is incorporated as a non-profit organization with the State of Ohio and has tax exempt status under IRS code 501(c)3. *(Newly funded agencies: Attach copy of IRS letter)* This standard is waived for school districts and units of local government.
- Standard 2** The organization's by-laws make provision for the size of the Board of Directors and provide rules for membership, number of officers, and quorum requirements. The Board meets at least four times per year. The Board of Trustees receives no compensation, and no Board member is a staff member of the organization. The Board has current Directors & Officers liability coverage. *(Agencies: Attach copies of current Board roster, by-laws, D&O insurance policy/statement).*
- Standard 3** The prestige of this organization will strengthen United Way. The agency or organization has a strategic/business plan with clear mission and goals that relate to United Way's Impact Areas. The agency or organization agrees to submit financial and program performance reports according to announced deadlines and on forms provided by the United Way.
- Standard 4** The organization has an annual examination performed by an accountant, and maintains appropriate records to enable the organization to make regular assessment of its financial conditions in order to examine effectiveness of its services and to provide accountability.
- The organization has demonstrated a sound financial operating history.
 - The percent of the organization's administrative expenses does not exceed 25% of the organization's total budget, as computed from the most recent IRS Form 990.
 - All Agencies must attach a copy of its most recent 990 form.
 - All Agencies must attach a copy of its audit report.*
 - * Organizations receiving \$10,000 or less in total support from the UWDC are NOT required to submit an audit report.
 - *Exceptions as to type of audit may be granted by the Community Impact Council on a case-by-case basis.
- Standard 5** The organization has written personnel policies, affirmative action, and non-discrimination policies. The organization uses volunteers wherever possible to defray costs. *(All agencies attach policies.)*

The organization will adhere to the commitment of United Way of Delaware County's principle of inclusion. Therefore:

- Value, champion, and embrace inclusion in all aspects of UWW activities and respect others without regard to race, color, religion, creed, age, sex, national origin or ancestry, marital status, veteran status, sexual orientation, or status as a qualified disabled or handicapped individual.
- Support affirmative action and equal employment opportunity programs throughout UWW.
- Refuse to engage in or tolerate in any other form of discrimination or

harassment.

Standard 6 The organization agrees to identify United Way partnership through the display or mention of United Way logo and/or name on the physical facilities, transportation vehicles, official letterhead, web site, newsletters, brochures, advertising, and other printed materials. The organization also identifies itself as a United Way partner in news releases, public service announcements, community presentations and other means. The United Way of Delaware County, Inc. will provide the organization with logos and interior signage decals for this purpose.

Standard 7 The organization agrees to support United Way campaigns through community advocacy and sharing of success stories.

Standard 8 The organization has evidence-based and/or best practices Program Outcomes Measuring System/Process/Plan in place that validates the changes in peoples' lives after participation in organization's programs and services requesting grant funding from the United Way.

Standard 9 The organization agrees to disclose in writing immediately to United Way of Delaware County any pending litigation or lawsuits or any tax liens in place.

If the organization does not fulfill one of the nine required standards, a waiver may be requested on an annual basis. Please provide a brief explanation and rationale or corrective plan. Please restate the full Standard number and the exact wording.

Sanctions for Late and/or Incomplete Reports from Funded Agencies

If an agency cannot meet a deadline for a report due to exceptional circumstances, the agency is responsible for contacting the United Way president in advance of the deadline to explain the circumstances and request an extension of the deadline. Unless an extension has been requested, United Way staff will notify the Community Impact Council of any reports that are late or incomplete. The CIC volunteers may:

- a. contact the Agency director to request a meeting with the director and board officer to discuss the delinquent reports and
- b. establish a mutually agreed upon deadline for submitting the delinquent reports.
- c. The agency will be flagged for the upcoming allocations cycle and future funding decisions may be impacted as a result.

If the subsequent deadline is missed, the United Way President will notify the agency that its allocation payment will be withheld until the delinquency is resolved.

Appeals of Impact Team, C.I.C., and Board Allocations/Funding Decisions

There will be no appeals process by agencies for allocations decisions once the Community Impact Council presents and the Board of Directors acts on funding recommendations. The action taken by the Board of Directors is final.

Anti-Terrorism Compliance Certification

In compliance with the USA PATRIOT Act and other counterterrorism laws, the United Way of Delaware County, Inc. requires that each agency, partner and designated certify the following:

“I hereby certify on behalf of _____ that all United Way funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders.”

Both the UWDC and Anti-Terrorism Compliance Certification were signed during the FY22 grant allocations process.

PARTNER MEMORANDUM OF AGREEMENT

APPENDIX C: Reporting and Evaluating

UWDC has a responsibility to be good stewards of the dollars donated to us. During FY22, quarterly, Collective Impact Partners will provide an update on progress of projected outcomes and needed support to reach outcomes to the Community Impact Volunteer Council and/or Partner Steering Committee, comprised of partner agencies within their pillars nominated by their peers. Funded partners are required to submit reports on collaborative information and compliance, project outcomes, and results achieved. Additionally, some programs may be required to submit additional information in order to resolve an established contingency.

Examples of reporting requirements include, but are not limited to:

- Collaborative information and compliance
- Financial statements
- Project outcomes and results

Evaluation Philosophy

At United Way of Delaware County, we believe evaluation is a method for not only measuring the impact on the community but also for learning how we can improve efforts.

All Collective Impact Partners are expected to:

- Conduct evaluation of systems improvement which examines the programs that are helping to build stronger communities.
- Summarize and analyze program evaluation data and use it for process improvement.
- All reports with due dates will be completed by noon. The partner will have funding withheld for the month that such report is due if not completed on time. If the report is more than two weeks late, the partner will forfeit its grant for the month following the due date and the partner will continue to forfeit its monthly grant until UWDC has received such report. UWDC will terminate the partnership if the partner does not submit reports and/or meet requirements of the grant after 60 days.

On-line Data Management

- All Collective Impact Partners agree to have 2 staff trained at all times to use UWDC's or recommended on-line data management system for data entry.
 - Hunger Alliance uses Pantry Trak.
 - Strengthening Families will use the Apricot 360 data management system. Currently used by Pathways to Hope partners; it will be launched in phases to more partners throughout FY22 and FY23.
- UWDC will provide periodic training for entering data into Strengthening Families on-line data management system.

PARTNER MEMORANDUM OF AGREEMENT

APPENDIX D: Collective Impact Engagement

United Way of Delaware County is an active member of multiple collective impact initiatives. As such, UWDC has made a commitment to redesign its work, where applicable, to support these initiatives. This means that it abides by the five conditions of collective impact:

- Common Agenda
- Shared Measurement Systems
- Mutually Reinforcing Activities
- Continuous Communication
- and Backbone Support Infrastructure.

One way UWDC is engaging in this work is to ensure that its community impact investments are supporting and aligning with the interventions and metrics each initiative has identified through their strategic plan. To that end, UWDC requires Funded Partners that measure specific outcomes that align with collective impact work must actively engage in those initiatives, in whatever ways are appropriate and applicable.

The definition of what it means to actively engage will be determined by each collective impact initiative and its peer leadership component.