



Community Fund Grant Terms and Conditions

Organization:

Program:

Total Amount

The above amount may be adjusted contingent upon actual performance and the availability of funds to distribute through the Community Fund.

Agreement Period July 1, 2017 through June 30, 2018

Reporting Requirements

All reports and required documents must be submitted through the United Way e-granting portal.

This agreement must be submitted in an original, hard-copy format with original signatures.

First Payment	August 1, 2017; Contingent upon receipt of Fully Executed Contract and Year End Report FY16-17 <i>(if applicable)</i> .
Second Payment	November 1, 2017; Contingent upon Confirmation of Site Visit
Mid-Year Report	January 15, 2018
Third Payment	February 1, 2018; Contingent upon fully completed Mid-Year Report
Fourth Payment	May 1, 2018
Year End Report	July 16, 2018



The partnership outlined in this agreement is established for the purpose of working together to achieve neighborhood, community and/or population-level change in the specific areas of education, financial stability, health and crisis intervention.

This partnership agreement has been developed jointly through conversations between United Way and those Community Impact Partners that have requested and been awarded funding. It is based on the mutual understanding that no single organization working alone can solve the complex problems facing our communities, and that by working together within a community impact framework, we can achieve significant and measureable change within our communities and specific populations.

Our community impact framework includes the following critical elements:

- Clear and specific goals with a shared vision to affect community change;
- Commitment to sharing data, collaborative measurement of progress and results and joint accountability for success;
- Intentional planning to align all resources and strategies across all sectors and communities to mutually reinforce each other in achieving the partnership goals;
- Open, honest and constant communication; and
- Commitment to shared learning and improvement.

This Agreement has been made effective July 1, 2017, and is entered into between United Way of the Dutchess-Orange region and the Organization named above.

1) TERM OF AGREEMENT

This Agreement shall be effective as outlined above, unless terminated in accordance with terms to be defined in this Agreement. Any extension mutually agreed upon must be in writing in the form of an amended Agreement.

2) NATURE AND SCOPE OF SERVICES

The particular nature and Outcomes of the services herein are outlined in the approved application for program funding. The program budget and Outcomes outlined may not be modified or altered without written approval from United Way for all such modifications and/or alterations.

The services pursuant to this Agreement shall be performed in a manner acceptable to United Way, consistent with the highest standards of care, and in strict compliance with all applicable federal, state, and local laws, regulations, and procedures which are in existence at the commencement of this Agreement and which may be adopted or amended during the term of this Agreement.



3) FUNDING

The program budget may not be modified or altered without written approval from United Way for all such modifications or alterations. Funds invested by United Way are to be used solely for the program specified in the manner as described in the budget. The Organization **must submit an end of the year program budget that aligns with the program budget returned with this contract. If the Organization is unable to utilize the funds as proposed, or fails to submit an end of the year program budget documenting the use of funds, they may be expected to return a portion or all allocated community funds.** The end of year program budget should document all funds spent on the year's funded program. A spreadsheet/similar form will suffice. Further documentation including receipts collected from program expenses may be required should the organization fail to comply with any contract requirements.

Any other use of these funds is expressly unauthorized and may require immediate repayment to United Way, will terminate this Agreement, and may jeopardize the Organization's ability to receive future funding. If for any reason the Organization is unable or unwilling to use these funds for the program for which they are invested, the Organization shall contact United Way immediately, in writing. The funds will be allocated pending receipt of all required reports and documents in accordance with all grant terms and conditions, including but not limited to: submission of semi-annual reports, completion of requested site visits, submission of additional information when requested, corrections to incomplete or incorrect reports, and attendance at mandatory United Way meetings.

4) FUTURE FUNDING

The Organization acknowledges that United Way has made no actual or implied promise of funding except for the amounts specified by this Agreement which may be modified as set forth above. If this Agreement is terminated, the Organization acknowledges that United Way will have no further obligation to the Organization in connection with this Agreement.

5) PERFORMANCE-BASED AGREEMENT

It is mutually agreed that this Agreement is performance-based, and payment and continuation of payment by United Way are specifically contingent upon adequate performance according to all grant terms and conditions detailed in this Agreement. The Organization agrees, subject to confidentiality standards, that United Way shall have access to all records, reports, and documents, both financial and program, upon reasonable notice, for the purpose of determining compliance with performance standards.

Options for responding to performance concerns include, but are not limited to:

- a. Requiring additional reporting;
- b. Requiring additional site visits;
- c. Holding of investment checks until the Organization is once again in compliance. Checks held more than two months will be forfeited by the Organization;
- d. Investment amounts reduced for a portion or all of the remaining Agreement period, or;
- e. Investment amounts reduced for a portion or all of the remaining Agreement period and all or a portion or all of the funds previously invested under this Agreement returned to United Way.



6) TERMINATION

United Way reserves the right, upon thirty-day written notice, to terminate this Agreement and require repayment of some or all funds, for any of the following reasons:

- a. Violation of the terms of the Agreement;
- b. Loss of status as an organization exempt from tax;

If this Agreement is terminated, United Way reserves the right to preclude the Organization from funding for up to twelve months following the date of termination. Depending on the issues that led to termination and at United Way's sole discretion this may be applied to the terminated program, similar programs, and/or *any* program of the Organization.

7) STANDARDS OF COMPLIANCE

The Organization agrees to prepare and submit all financial and programmatic reports resulting from the delivery of services outlined in this Agreement in accordance with the above schedule. All reporting requirements are expected to be met in a timely fashion without additional reminders. Reports are expected to be complete and accurate. At a minimum this means that data is internally consistent and consistent with outcomes as described in the attached Outcome Report.

If a performance concern is identified, United Way will make three (3) written attempts to contact the Organization to work towards resolution of the concern. If no action is taken by the organization following the third attempt, A Violation of Compliance Letter will be sent to the agency as well as the Organization's Board of Directors.

8) INSURANCE

The Organization agrees to procure and maintain valid and adequate policies of insurance regarding fire, loss, casualty, indemnity, and general and professional liability, if applicable, and to provide United Way with documentation to the fact, upon request.

9) TAXES

The Organization agrees to pay all applicable taxes in a timely manner and to provide United Way with a copy of the annual IRS Form 990 as outlined in grant requirements.

10) CERTIFICATIONS

The Organization agrees to keep all applicable certifications current, and to provide United Way with documentation to the fact, upon request.

11) AUDIT/FINANCIAL REVIEW

The Organization agrees to conduct an annual audit by an independent accountant (for organizations whose total annual revenue and support exceeds \$250,000) or an annual financial review by an independent accountant (for organizations whose total annual revenue and support is less than \$250,000). Such audit or review will be submitted to United Way within five months of the close of the Organization's fiscal year as outlined in the grant application.



12) UNITED WAY VOLUNTEER PORTAL

The Organization agrees to register and maintain an active listing with the United Way Volunteer Portal sponsored by HandsOn Connect. The Organization agrees to collaborate in mobilizing the broadest possible segments of the community in supporting the partnership through volunteer engagement efforts, including identification and support of both one-time (United Way Day of Caring) and ongoing corporate, affinity group and individual volunteer opportunities.

13) HUDSON VALLEY REGION 2-1-1

The Organization agrees to maintain a complete listing with Hudson Valley Region 2-1-1, including completion of the annual Validation Form and updating the listing as needed to include year-round services and short-term services such as seasonal, holiday, support group, and educational programs open to eligible 2-1-1 callers. The Organization agrees to partner with United Way to make information available about Hudson Valley Region 2-1-1 to all employees, volunteers and clients.

14) SUPPORT OF COMMUNITY LEVEL PROGRAMS

Where applicable, the organization agrees to inform and refer clients to United Way sponsored and partner programs including but not limited to the Hudson Valley CASH Coalition, Orange County Fuel Fund, and Hudson Valley 2-1-1.

15) MUTUAL COMMUNICATION OF FUNDED PROGRAM PARTNERSHIP

The Organization agrees to partner with United Way to communicate the impact this Agreement has for residents of Dutchess and/or Orange County. The nature and extent of this partnership will differ for each Partner. Such a partnership might include:

- a. Providing an updated version of the Organization's logo;
- b. Arranging for representatives to speak on behalf of your organization at United Way meeting and/or events. This might include board meetings, annual campaign meetings, taping a video or radio spot, educational meetings in the community, or other mutually agreed speaking opportunities;
- c. Providing or facilitating at least ONE photograph of program activities with signed Photographic/ Videographic Release and Consent Forms from all people in the photographs;
- d. Providing at least two(2) client success stories for possible use as part of a marketing campaign;
- e. Including the most current United Way of the Dutchess-Orange Region logo and/or seal shall be included on all promotional, marketing, brochures, training announcements, etc. for programs funded with United Way dollars;
- f. Utilizing a provided United Way logo and web link for display on your Organization's website and/or other social media accounts in relation to United Way funded programs or events.
- g. Acknowledging United Way partnership by displaying 2017-2018 United Way Certificate of Partnership and/or United Way Window Cling.



16) NON-DISCRIMINATION

The Organization agrees to abide by all Federal and State laws regarding non-discrimination. In addition, the Organization agrees to have in place a policy and demonstrate a practice of non-discrimination against any person within its target population as it relates to service delivery on the basis of age, gender, race, religion, veteran status, marital status, physical or mental disability, sexual orientation, ethnicity, national origin, or any other characteristic as protected by law. If the program operates as a child care/school-aged child care program under NYS Office of Children and Family Services' guidelines, the Organization agrees to be willing and certified to administer medication as determined by OCFS regulations.

17) AGREEMENT OF INDEMNITY

The Organization agrees to indemnify and hold United Way harmless from any and all losses, expenses and damages, liabilities, causes of actions, and costs (including reasonable counsel fees) incurred by United Way caused by any breach by the Organization of its prevailing standards of care under this Agreement, or by any other negligent act or omission of the Organization in connection with this Agreement.

18) STATUE OF LIMITATIONS

The Organization agrees that at the conclusion of the term of this agreement all remaining funds will be returned to United Way.

This instrument embodies the whole Agreement between United Way and the Organization. In relation to the Organization, there are no promises, terms, conditions, or obligations other than those contained herein.

Accepted and Approved

Jeannie Montano
President & Chief Executive Officer

(Date)

Organization Executive Director

(Date)

Organization Board Chair Person

(Date)