

COOPERATIVE AGREEMENT

COMBAT Grant Match

(January 1, 2019, through December 31, 2019)

AN AGREEMENT by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County, hereinafter referred to as "the County," and **DELLA LAMB COMMUNITY SERVICES 500 WOODLAND AVENUE KANSAS CITY, MO 64106**, (a Missouri not-for-profit corporation), hereinafter referred to as "Organization."

WHEREAS, the voters in Jackson County approved and renewed a quarter cent sales tax for the purpose of providing revenue to combat illicit drug use and violent crime in our community; and,

WHEREAS, the voters and the Jackson County Legislature authorized the County Executive to contract with qualified not-for-profit community treatment Organizations, whether public or private, to fund programs or services for the purpose of treating illegal drug use and drug-related offenses, if such Organization has been in existence for a period of not less than two (2) years; and

WHEREAS, Organization has been awarded a grant by **United Way of Greater Kansas City**; and,

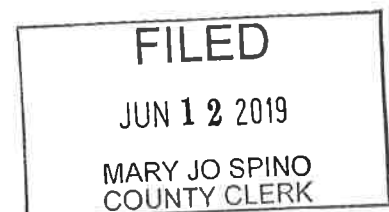
WHEREAS, Organization has been in existence for more than two (2) years and proposes to provide services to treat illegal drug use and/or drug-related or violent crime related offenses; and,

WHEREAS, COMBAT Administration has carefully reviewed the Organization's proposal for 2019 funding; and,

WHEREAS, the Jackson County Legislature has recommended the expenditure of **\$30,000.00**, of COMBAT Anti-Drug Sales Tax funds (hereinafter referred to as "COMBAT funds") to provide a local match to Organization's grant award;

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and Organization respectively promise, covenant and agree with each other as follows:

1. **Services.** Organization shall use COMBAT funds solely for the purpose of providing either substance abuse treatment, drug prevention, and/or violence prevention services as submitted in their funding application. Organization shall administer the program as outlined in the funding applications. If modifications have been made to the Organization's project plan, written approval must be obtained from COMBAT. Organization shall submit the address, times and dates where services are actually being rendered or where clients are being served.



Organization shall collaborate and cooperate with COMBAT Administration in its efforts to provide for the substance abuse needs of those who are returning to Jackson County from correctional institutions. Further, Organization shall make every effort to accommodate individuals in need of treatment who are referred by the County's Drug Court program. Organization shall participate in the collection of data in accordance to requirements set forth by COMBAT and shall utilize the COMBAT ~ Connections software application. Organization shall ensure that services are available to COMBAT eligible clients during the entire contract period. Organization has agreed to use COMBAT funds only as set forth in Exhibit A, Budget and Pricing Page, attached hereto.

2. Payment. The County agrees to pay to the Organization a total amount not to exceed **\$30,000.00**. Upon execution of this contract, an advance payment equal to one-quarter of the contract amount, totaling **\$7,500.00** will be submitted to Organization.

This award is contingent upon collection of sales taxes as budgeted at the time of the contract award. If COMBAT funds are reduced, contractor will be informed of necessary contract revisions, as provided for in this Agreement.

Organization understands that no payment shall be made under this Agreement until Organization's 2018 COMBAT contract has been fully reconciled.

Organization agrees to submit monthly program reports on forms provided by COMBAT Administration. Monthly reports are due by the 20th of the month following the month's end. All payments will be processed within 30 days of receipt of invoice, if the invoice is complete and accurate. All payments will be detained until the monthly program reports are received and accurate. Any reports that are incorrect will delay payment. The remaining contract amount will be paid in a monthly amount equal to:

- (1) 1/12th of this contract amount **or**
- (2) Expenses year to date, whichever is the lesser of the two.

The County reserves the right to audit all invoices and to reject any invoice for good cause. The County retains the right to deduct from an invoice of Organization any overpayment made by the County on a prior invoice. The County retains the right to make invoice corrections/changes. The County will not reimburse sales tax expense.

A Final Program Report will be due by January 20, 2020. The final payment will not be processed until the agency's annual program report has been completely reconciled.

3. Program Requirements. All COMBAT Substance Abuse Treatment, Drug Prevention and Violence Prevention funded programs must adhere to the following:

- A. Organization must maintain a complete program expense file that reconciles to the invoices submitted to the COMBAT Administration.
- B. Organization must operate one or more Substance Abuse Treatment, Drug Prevention or Violence Prevention evidence-based or research-based project(s) that is supported by research and scientific theory.
- C. Organization must be a governmental agency or an agency chartered in the State of Missouri and have received an exemption from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code, and must provide such documentation to COMBAT Administration. Organization must have been in existence for two years prior to proposal submission (Statement of Contractor's Qualifications).
- D. Organization must notify COMBAT Administration in writing on Organization letterhead, within five working days of the following changes:
 - a. Organization name, address, telephone number, administration, or board of directors.
 - b. Organization funding that will affect the program under this contract.
 - c. Liability insurance coverage.
 - d. Management or staff responsible for providing services pursuant to this contract.
 - e. Any proposed or actual merger or acquisition either taken by the Organization or towards the Organization.
 - f. Changes to program and/or services, and the program's Logic Model and Outcome Measurement Framework chart.
- E. Organization must submit monthly invoices and a Program Report of activities in the format specified by COMBAT. Program reports must be approved by COMBAT staff before payment will be processed for each month.
- F. Organization must agree to accept referrals from the Jackson County Drug Court or other referrals by the COMBAT Administration, when requested.
- G. Organization must participate in other COMBAT sponsored activities as notified or requested.

4. Evaluation Requirements. Organization agrees that evaluative outcomes shall be given priority status. COMBAT Administration or its designee will monitor the Organization to assure that the terms of this Agreement are being fulfilled. The Organization agrees to participate in an effectiveness evaluation of the Organization's program objectives and an overall evaluation of specific core items, as required by the COMBAT Administration. Organization further agrees to utilize an agency specific evaluation document. Organization agrees to participate in and respond to periodic COMBAT Administration evaluations, assessments, and data inquiries.

The COMBAT Administration will evaluate Organization's performance periodically based on the Organization's monthly performance reports and compliance with contractual provisions. The County reserves the right to terminate this Agreement pursuant to paragraph 18 if the Organization does not meet stated performance

measures and contractual requirements. COMBAT will conduct unannounced site visits to any and all agencies.

5. Audit. The County reserves the right to examine and audit the books and records of Organization pertaining to the finances and operations of Organization in order to ensure COMBAT anti-drug funds are being used to support COMBAT programs and services. Organization agrees to establish and adopt such accounting standards and forms as may be recommended by the County's Financial Advisor prior to receipt of the County's first distribution of funds under the terms of this Agreement. The forms used to document the expenditure of these funds may be changed from time to time upon mutual agreement.

6. Default. If Organization shall default in the performance or observation of any term or condition herein, the County shall give Organization ten (10) days' written notice setting forth the default. If said default shall continue for ten (10) days after written notice thereof, the County may at its election terminate the contract and withhold any payments not yet made to Organization. Said election shall not in any way limit the County's right to sue for breach of contract.

7. Submission of Documents. No payment shall be made under this contract unless the contracting agency shall have submitted to COMBAT Administration (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) a statement of the agency's total budget for its most recent fiscal year; and, (3) a certified financial audit including a statement of use for COMBAT funds for previous two years; (4) an IRS Form 990; (5) a statement of Good Standing with the Missouri Secretary of State. Any document described herein which was submitted to COMBAT Administration, as a part of an application for funding need not be resubmitted to qualify for payment; and (6) proof that organization is on Jackson County tax roll and current on Jackson County taxes. No payment shall be made if the contract agency is out of compliance on any COMBAT contract, including previous COMBAT contracts.

We shall reserve the right to refuse payment if the agency is out of compliance.

8. Indemnification. Organization shall indemnify, defend, and hold the County harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) to the extent caused by the negligence or willful misconduct of Organization or its employees, agents or representatives.

9. Insurance. Organization shall maintain the following insurance coverage during the term of this Agreement.

A. Organization shall maintain Commercial General Bodily Injury and Property Damage Liability insurance, each in a combined single limit of One Million Dollars

(\$1,000,000) each occurrence for bodily injury and property damage liability. Organization agrees to name the County as Additional Insured on such policies, but only to the extent of Organization's negligence under this Agreement and only to the extent of the insurance limits specified herein.

- B. Organization shall maintain, if any motor vehicles are used in the performance of the Services, Commercial General Bodily Injury and Property Damage Liability insurance, and Automobile Liability insurance including owned, non-owned, or hired vehicles, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability. Organization agrees to name the County as Additional Insured on such policies, but only to the extent of Organization's negligence under this Agreement and only to the extent of the insurance limits specified herein.
- C. Organization agrees to provide the County with certificates of insurance evidencing the above described coverage prior to the start of Services, and annually thereafter, if required by the County. Such certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty days advance notice to the County in the event of cancellation, non-renewal, or reduction in limits by endorsement.

10. Standard of Care. Organization shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by professionals operating under similar circumstances.

11. Term. The term of this Agreement shall commence as of January 1, 2019, and shall continue until December 31, 2019, unless sooner terminated pursuant to paragraph 6, 19, or 26 hereof.

12. No Replacement Revenue. It being recognized by the parties that the purpose of the COMBAT funds is to improve the quality and effectiveness of drug treatment services, drug prevention and violence prevention in Jackson County, it is therefore declared as the express intent of the parties that the services to be rendered hereunder shall be in addition to those deemed necessary and required to maintain the efficient and effective operation of Organization in its normal duties.

13. Purchasing. Organization hereby agrees that purchases to be reimbursed from COMBAT funds provided by this Agreement will be with bidders/vendors that have received certificates of compliance from the County's Affirmative Action Program as administered by the County's Compliance Review Officer.

14. Conflict of Interest. Organization warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.

15. Financial Contact. Organization shall designate a fiscal representative to act as a liaison between the parties to resolve any problems, complaints, or special circumstances encountered in the billing of the services agreed upon here.

Della Lamb Community Services

Agency's Fiscal Representative

| | |
|---------------------------------|-----------|
| <u>Executive Vice President</u> | Title |
| <u>Judy M. AKERS</u> | Name |
| <u>616-842-8090</u> | Telephone |

16. Informational Reporting. A designated representative of the Organization shall attend meetings of the County Legislature and COMBAT Administration activities when so requested by either entity.

17. Publicity. If Organization receives or obtains any media attention because of this project, Organization is required to acknowledge that funding for the project is from COMBAT funds. Printed material involving this program shall contain the COMBAT logo and a COMBAT sign shall be posted at the program site(s) for the duration of the contract. Failure to comply will result in Suspension, Termination and Disqualification.

18. Suspension, Termination, and Disqualification. COMBAT may suspend the payment of funds based on a determination that:

- A. The nature of deficiencies results in substantial probability of or actual jeopardy to individuals being served.
- B. Serious or repeated incidents of abuse or neglect of individuals being served or violations of rights have occurred.
- C. Fraudulent fiscal practices have transpired or significant and repeated errors in billings to COMBAT have occurred.
- D. Failure to secure appropriate certification has occurred, including falsification or fabrication of any information used to determine compliance with requirements.
- E. The nature and extent of deficiencies results in the failure to conform to the basic principles and requirements of the program or service being offered.
- F. An organization has failed to comply with COMBAT and/or Jackson County requirements, or falsification of any information used to determine compliance has occurred.
- G. An organization has failed to comply with the scope of work of contracted services.
- H. An organization has failed to acknowledge COMBAT in the media or on printed materials.
- I. An organization's Staff displays hostile behavior, refuses or hinders a site review by COMBAT staff.

19. Termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated for any reason or no reason by either of the parties upon

thirty (30) days written notice to the party's designated fiscal representative. All services and payments shall continue through the effective date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or Organization may be entitled to receive as provided in this Agreement, or be obligated to perform under this Agreement for services prior to the date of termination. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by Organization to the County within ten (10) days of the termination of this Agreement.

20. Unspent Allocation. Any appropriated funds under this Agreement not invoiced by Organization within 45 days from the expiration of this Agreement shall not be paid but shall remain in the COMBAT funds. These funds shall be subject to reappropriation. Such funds refer only to those funds that have not been committed for costs or purchases by purchase order, contract, or other formal documentation.

21. Minority Hiring. Organization shall have a twenty percent (20%) goal for minority hiring and employment regarding all positions funded out of the proceeds of COMBAT funds.

22. Appropriation of Funds. Organization and the County recognize that the County intends to satisfy its financial obligation to Organization hereunder out of funds annually appropriated for that purpose by the County. County promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable by any means whatsoever for payments due hereunder, County shall immediately notify Organization of this occurrence and this Agreement shall terminate on the last day for which appropriations were received, without penalty or expense to the County of any kind whatsoever, except as to the portions of the payment amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available, or at any time after the last date that County has paid for the Services, if earlier.

County further agrees:

- A. That any funds authorized or appropriated for services rendered under this Agreement shall be applied to the payments hereunder until all such funds are exhausted.
- B. That County will use its best efforts to obtain authorization and appropriation of such funds including, without limitation, the inclusion in its annual budget, a request for adequate funds to meet its obligation under this Agreement in full.

23. Equal Opportunity Employment. Organization shall maintain policies of employment as follows:

- A. Organization and Organization's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. Organization shall take affirmative action as set

forth to ensure that applicants are employed and employees are treated without regard to their race, religion, color, sex, age, disability, or national origin. Such action shall include, but not be limited, to the following: recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

- B. Organization and Organization's subcontractor(s) shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, disability, or national origin.

24. Employment of Undocumented Workers Prohibited. Pursuant to §285.530.1, RSMo, Organization assures that it does not knowingly employ, hire for employment, or continue to employ undocumented workers to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Organization shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

25. Inspection or Audits by the County. The performance of this Agreement shall be subject to review by the County. Organization shall file annual program specific compliance reports as required.

The County may provide to Organization a list identifying specific areas funded by COMBAT funds which are to be inspected or audited by the County, and the definition and scope of a review audit of each specific area indicated. Organization shall conduct internal audits of each specific area identified and shall provide its findings to the County and/or COMBAT Administration. If the County and/or COMBAT Administration desire additional study, after the in-house audit provided above, the County and/or COMBAT Administration and Organization shall engage a mutually agreed upon outside auditing firm to conduct further audit of each specific area identified, and shall share the costs of the outside auditor equally.

The County warrants that all books, records, accounts, and any other documents in the possession of the County relative to COMBAT funds are public records open for inspection in accordance with Chapter 610, RSMo.

26. Remedies for Breach. Organization promises, covenants, and agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Organization's failure to so observe and perform in accordance with said Agreement represents and constitutes a breach of this Agreement. In such even, Organization consents and agrees as follows:

A. That the County may without prior notice to Organization immediately terminate this Agreement; and,

B. In addition to the foregoing, the County shall be entitled to collect from Organization all payments made by the County for which Organization has not yet rendered services in accordance with this Agreement, and may also be entitled to reasonable attorney's fees, court costs, and other expenses if it is necessary to bring legal action to recover such amount.

27. Severability. If any term of this Agreement is invalid, or incapable of being enforced by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

28. Transfer and Assignment. Organization shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.

29. COMBAT Contact. For the purpose of this Agreement, the COMBAT Deputy Director, or person designated by the Deputy Director, shall act as the COMBAT Contact. The COMBAT Contact shall be responsible for overseeing the performance of the services to be rendered under this Agreement. The COMBAT Contact shall be authorized to accept minor changes in services rendered as long as they are not material nor do they substantially alter the services to be performed. Any substantial or material changes in the services provided under this Agreement must be approved by the COMBAT Administration and the County.

30. Organization Identity. If Organization is merged or purchased by another entity, the County reserves the right to terminate this Agreement. Organization shall immediately notify the County in the event it is merged or purchased by any other entity.

31. Incorporation. This Agreement contains the entire understanding and agreement of the parties, and modifications hereto shall be enforceable only if in writing, signed by the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed this 12th day of

JUNE, 2019.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

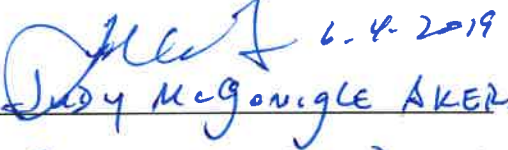
By: 
Bryan O. Covinsky
County Counselor

By: 
Frank White, Jr.
County Executive

ATTEST:

DELLA LAMB COMMUNITY SERVICES


Mary Jo Spino
Clerk of the County Legislature

By:  6-4-2019
Title: EXECUTIVE VICE PRESIDENT
DELLA LAMB COMMUNITY SERVICES

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of **\$30,000.00**, which is hereby authorized.

6-7-2019
Date


Director of Finance and Purchasing
Account No: 008-4405-56798

44052019008 KA

EXHIBIT A:

Della Lamb Community Services
(Jan 1, 2019 - Dec 31, 2019)

| Budget Categories | Proposed COMBAT Program Budget | Other funding amount | Name of other funding sources | Total Program Cost |
|---|--------------------------------|----------------------|--|--------------------|
| Personnel – Salaries | \$22,984.00 | \$22,984.00 | United Way \$20,000. \$2,984 General Contribns | \$45,968.00 |
| Fringe Benefits – <i>no more than 10% of Salaries</i> | \$ 2,298.00 | \$2,298.00 | General Contributions | \$4,596.00 |
| Auditing/Accounting Services | \$1,180.00 | \$1,180.00 | General Contributions | \$2,360.00 |
| Evaluation | | | | |
| Postage | | | | |
| Printing | | | | |
| Meeting Expense | | | | |
| Mileage (Local Travel) | | | | |
| Training | | | | |
| Memberships | | | | |
| Supplies | \$375.00 | \$375.00 | General Contributions | \$750.00 |
| Insurance | | | | |
| Other*(Specify): | | | | |
| Program Operating Expenses | | | | |
| Food/Incentives | \$1,200.00 | \$1,200.00 | General Contributions | \$2,400.00 |
| | | | | |
| Indirect: <i>no more than 7% of total</i> | \$ 1,963.00 | \$1,963.00 | General Contributions | \$3,926.00 |
| TOTAL PROPOSED BUDGET | \$30,000.00 | \$30,000.00 | United Way and General Contribns | \$60,000.00 |

***Other--Expenses in this category require "approval" from COMBAT**

1. Funds may not be used to provide capital improvements (Article 6, Section 23 of the Mo. Constitution).
2. Funds may not be used to pay salaries for functions that have traditionally been performed by volunteers.
3. Funds may not be used to pay rent, utilities, or equipment.

United Way of Greater Kansas City

801 West 47th Street, Suite 500
Kansas City, MO 64112
tel (816) 472-4289

www.unitedwaygkc.org



United Way
of Greater Kansas City

April 30, 2019

Judy McGonigle Akers
Della Lamb Community Services
500 Woodland Ave.
Kansas City, MO 64106

Dear Judy:

I am pleased to share that, at its April meeting, the United Way of Greater Kansas City (UWGKC) Board of Trustees approved funding for your organization. Enclosed is a report that shows program funding for your organization in the 2019-20 grant year, which begins on May 1st.

This award represents funding for the final year of our three-year grant cycle. In the fall, United Way of Greater Kansas City will initiate the 2020-2023 grant cycle. Details about the funding review process, funding priorities and guidelines will be included in the Request for Proposals, which will be released on September 12th.

Program grants are restricted for use in the activities described in the program funding proposal and intended to support twelve months of program operations. If significant changes occur in a program that affect program design or service delivery levels, those changes may impact UWGKC funding. Any such changes should be reported in writing to UWGKC immediately. If a program ceases operation, the unpaid portion of the UWGKC grant will be forfeited. In addition, any circumstances affecting your organization's financial viability or governance should be communicated to UWGKC in writing.

Grant awards are intended for use in the 2019-20 United Way fiscal year are contingent on continued adherence to UWGKC Agency Standards and compliance with annual reporting requirements. Grant awards will be paid in twelve monthly installments from May 2019 through April 2020. Payments will be made through electronic funds transfer on the final business day of the month. Should there be a substantial unanticipated decrease in the collection of pledges by UWGKC, the full payment of your funding could be extended over a longer period. Payment of donor-designated pledges will continue to be made separately throughout the year, as pledges are collected.

Enclosed please find two copies of the 2019-20 United Way Statement of Agreement for your organization. To indicate your organization's acceptance of the grant award and the terms of the Statement of Agreement, please sign and return to us both copies of the agreement by May 30th. Also enclosed is the United Way Marketing and Fundraising Policy. By consenting to the terms of the Statement of Agreement, your agency is subject to the restrictions outlined in the policy. Please make

certain that all responsible parties within your agency—in particular, fund development staff—are familiar with this policy.

Send both signed copies of your agency's 2019-20 Statement of Agreement to the address below:

United Way of Greater Kansas City
Attn: Amy Haas
801 W. 47th Street Suite 500
Kansas City, MO 64112

Please note that the agreement requires your signature and that of the volunteer leader of your organization's governing body. A fully executed agreement will be returned to you. We will also email you an electronic version of this notice and attachments for your records.

If you have questions or need to discuss your United Way partnership, please contact Jim MacDonald, Chief Community Investment Officer, for a meeting or telephone conversation. You can reach Jim at (816) 559-4659 or jim.macdonald@uwgkc.org.

Thank you for all you do to improve lives in our community, and for your support of United Way.

Sincerely,



Brent A. Stewart
President and CEO
United Way of Greater Kansas City

Enclosures:

Funding Report
2019-20 Statement of Agreement
Partner Agency Fundraising and Marketing Policy

United Way of Greater Kansas City 2019-20 Funding Report

| Organization Name | Program Name | 2019-20 United Way Funding |
|-------------------------------|--------------------------------------|----------------------------|
| Della Lamb Community Services | Adult Education/ ESL Program | 51,750 |
| | Early Education Child Care Program | 144,619 |
| | Emergency Assistance Social Services | 36,960 |
| | Youth Services Program | 20,000 |
| | Total: | 253,329 |



2019-20 Statement of Agreement

Between

UNITED WAY OF GREATER KANSAS CITY

And

DELLA LAMB COMMUNITY SERVICES

United Way of Greater Kansas City is committed to supporting a comprehensive network of health and human services in the community that is responsive to identified needs. United Way pledges responsible stewardship of all donated funds and strives to ensure that the highest standards of accountability are maintained.

Agencies providing programs that are accountable, responsive to identified needs and able to demonstrate outcomes are eligible for United Way support. With few restrictions, partner agencies are free to seek additional program and administrative support from other sources. Partner agencies are expected to be financially stable and plan for future financial obligations.

This agreement clarifies the relationship between United Way of Greater Kansas City and the partner agency ("the Agency") and establishes the conditions under which the agency receives United Way support. This agreement is written with the goal of assuring that critical human needs are addressed effectively and efficiently and in the best interests of the community, the Agency and United Way.

United Way of Greater Kansas City:

Julie Quirin
Chair, Board of Trustees

Brent Stewart
President and CEO

Date: _____

Date: _____

Della Lamb Community Services:

Chief Volunteer Officer (Board President or Chair):

Chief Executive Officer:

(Signature)

(Signature)

(Print Name)

(Print Name)

Date: _____

Date: _____

Section I.

United Way program funding referenced in this document applies to the funding period of May 1, 2019 through April 30, 2020. United Way funds are awarded for the specific purpose outlined in the Agency's United Way funding proposal.

Section II.

Both Parties Agree:

- A. To keep channels of communication open for discussion of matters of common concern.
- B. To communicate to each other significant changes in a timely manner throughout the year. (These may include, but are not limited to, changes in United Way policies and procedures, changes in Agency leadership, organizational status or financial status, program changes, etc.)
- C. To participate in the United Way Resource Investment and Certification processes as mutually agreed upon.
- D. To promote effective service and efficient administration.
- E. To respect the right of employees to join organizations of their own choosing and to make that choice without interference or coercion. Also, to recognize and respect established bargaining relationships and the negotiated terms and conditions provided for in collective bargaining agreements or equivalent understandings.

Section III.

United Way of Greater Kansas City Agrees:

- A. To recognize and respect the autonomy of the Agency, through its governing board, to determine its own policies and to manage its own programs.
- B. To conduct a community-wide campaign to raise funds annually to support local health and human services.
- C. To maintain responsible stewardship on behalf of United Way donors and partner agencies.
- D. To deploy United Way financial support to maximize the resources available for programs aimed at current needs of the community.
- E. To provide information about funding decisions to agencies upon request. Requests are to be submitted to the United Way Chief Community Investment Officer within 30 days of receipt of funding notification.
- F. To conduct a periodic Certification review of agencies seeking United Way support, to ensure compliance with standards of effective management of nonprofit organizations and United Way policies.

- G. To establish funding priorities based on the Community Impact planning process, issue periodic Requests for Proposals (RFPs) based on those priorities, and conduct a citizen-driven process for funding nonprofit programs that demonstrate the capacity for achieving the goals outlined in the RFPs.
- H. To respect the confidential nature of information provided by the Agency. Contents of an Agency's proposal and financial information will be used for purposes consistent with this agreement.
- I. To distribute grant payments to the Agency on a monthly basis.
- J. To distribute donor-designated funds to the Agency separately from grant dollars. Donor-designated contributions will be paid proportionate to the amount collected from individuals or their companies.
- K. To implement annually a community-wide marketing and communications program that includes information about United Way funded agencies.
- L. To provide a variety of supportive services aimed at increasing the capacity of the social service system to respond to community needs. These services include, but are not limited to, information and referral, advocacy, community initiatives, collaboration building, grant-making, volunteer program consultation and support, and research and planning around health and human service needs.

Section IV.

The Agency Agrees:

- A. To operate programs and deliver services as set forth in the agency's United Way funding proposal.
- B. To adhere to all applicable United Way standards and policies, and to achieve and maintain compliance with United Way Agency Certification requirements. This includes, but is not limited to, the United Way Fundraising and Marketing Policy, which outlines restrictions on fundraising activities by United Way partner agencies. To comply with terms of the policy, agencies are required to:
 - a. Refrain from solicitation of donor designated gifts to the agency through the United Way campaign. Instead, agencies are encouraged to promote giving to the Community Impact Fund;
 - b. Refrain from direct mail/telephone/email/social media solicitation from August 15th through October 15th;
 - c. Adhere to United Way speakers' bureau guidelines and refrain from contacting companies that run United Way campaigns directly to arrange speaking engagements. Instead, agencies should respond to calls for speakers that are initiated by United Way speakers' bureau staff and to refer any speaking requests related to the United Way campaign to the United Way speakers' bureau.

- C. To maintain full compliance with all United Way Agency Standards. A copy of **United Way Agency Standards** was previously provided to the Agency and is incorporated herein by reference.
- D. To submit required documentation to United Way on established deadlines. This includes Certification and funded program documentation. If the agency is certified with conditions, the agency agrees to achieve compliance with standards to maintain eligibility for funding.
- E. To ensure that agency data in the United Way 2-1-1 database is up to date by communicating significant programmatic and organizational changes as they occur and to verify (and update, as needed) organizational/programmatic data annually.
- F. To immediately notify United Way regarding any legal, financial or organizational matters or program changes which may impact the agency's ability to operate and/or deliver programming as described in the United Way funding proposal.
- G. To engage all levels of its organization (staff, leadership, program staff and board of directors) in the development of a system for measuring program outcomes and to use the results as the foundation for program planning.
- H. To support the United Way effort throughout the year, including, but not limited to, the following:
 - 1. Conducting an effective internal campaign promoting the Community Impact Fund that includes:
 - a. A meeting between the Agency's chief executive officer, Agency staff designated as the employee campaign manager, and United Way representatives, to discuss plans for the employee campaign;
 - b. Utilization of employee campaign best practices, including, but not limited to, hosting an employee meeting to provide the opportunity to learn about United Way and to receive the opportunity to make a pledge. This meeting may be held in conjunction with another regularly scheduled staff meeting and should provide time for a speaker from United Way and the United Way campaign video.
 - 2. Promoting United Way employee campaigns with agency board members and volunteers.
 - 3. Identifying the Agency as a United Way partner agency in publications, educational efforts, letterhead and news releases, including both print and electronic communication methods;
 - 4. Displaying the United Way logo at physical facilities housing programs receiving United Way support;
 - 5. Providing information to United Way as requested to facilitate marketing and communications, planning and research, and community initiatives;
 - 6. Supporting the annual United Way campaign through participation in its speakers' bureau (i.e. giving speeches and tours; sharing informational displays, etc.).
- I. At all times during the term of this Agreement, to protect, defend, indemnify and hold harmless United Way and its agents, officers, directors, volunteers and employees from all claims and suits including court costs, attorney fees and other expenses, caused by any act or omission of the Agency and/or its subcontractors, agents and employees.

Section V.

Changes to, Compliance with and Termination of this Agreement:

- A. If, at any time during the life of this Agreement, it becomes necessary to change the terms of this Agreement, such changes, after being mutually agreed upon by and between the Agency and United Way, shall be effective when incorporated in written amendments to the Agreement.
- B. United Way reserves the right, at any time during the term of this Agreement, to reduce, withhold, or terminate the Agency's 2019-20 funding, place the Agency on conditional Certification status, or terminate this Agreement if any of the following conditions occur:
- Failure to achieve or maintain compliance with United Way Agency Certification standards or failure to adhere to United Way policies set forth and covered by this Agreement;
 - Failure to fully carry out a funded program as described in the agency's United Way funding proposal;
 - Significant changes in conditions (organizational, revenue, facilities, staffing, client base, etc.) that negatively affect the Agency's ability to effectively operate the funded program(s).
- C. The Agency may terminate this Agreement, without cause, on sixty (60) days written notice. A decision to terminate must be by resolution of the Agency's board of directors. United Way funding will cease on the effective date of termination.

Section VI.

Appeal:

The agency has the right to appeal decisions related to Agency Certification. Procedures for making an appeal are outlined in the United Way Agency Certification Policy. There is no right to appeal of funding decisions, other than the termination of all program funding resulting from a designation of "not certified", as outlined in the Certification Policy.

Section VII.

Unless otherwise terminated or modified, this Agreement shall be in effect for the period of May 1, 2019 through April 30, 2020.



United Way of Greater Kansas City 2019 Partner Agency Fundraising and Marketing Policy

I. PREFACE

A. The United Way annual campaign is represented to the contributor as an opportunity to make one pledge to contribute to the support of programs funded by the Community Impact Fund. This representation to the contributor is the keystone upon which federated giving bases its success and it is in the mutual interest of both the United Way and the agencies to see that this remains valid.

B. United Way recognizes and respects that agencies to which they provide support must seek additional funding from other sources within the metropolitan Kansas City community. It is hoped that agencies will consider the inter-dependence of the United Way and its recipient organizations in the planning and execution of fundraising activities.

C. Agencies are asked to respect the spirit of cooperation on which their United Way relationship is based and support the annual campaign through prudent scheduling of activities and events, and a commitment to effective co-marketing with United Way.

D. These guidelines have been created to establish an equal opportunity for all agencies funded through the United Way Community Impact Fund. They are also intended to maximize dollars available for services provided by all funded agencies. The goal is for all parties to work cooperatively under the United Way umbrella in the workplace. This will create a campaign that benefits contributors, agencies and recipients of needed services.

II. POLICY GUIDELINES

A. Solicitation of employees at any workplace is prohibited at all times. This restriction applies to solicitation of employees in a workplace for the purposes of one-time or payroll deduction contributions, either by representatives of the agency or by an employee of the company for the benefit of the agency. Not included in this restriction are solicitations for event-related activities such as walkathons, product sales, casual day, etc.

B. Agencies must refrain from directly contacting companies that run United Way campaigns to arrange speaking engagements during the company's United Way campaign period. Agencies should not solicit such speaking engagements but instead should respond to calls for speakers that are initiated by United Way speakers' bureau staff. Annual registration with the speakers' bureau and participation in the speakers' bureau training will ensure partner agencies' access to United Way speaking opportunities.

C. Direct marketing campaigns to individual donors shall not be conducted between August 15th and October 15th, the period during which United Way conducts its individual gifts campaign. This restriction applies to direct mail, email or telephone solicitation campaigns targeted to previous donors to the agency and/or non-donors, for the purpose of soliciting financial contributions directly to the agency.

1. Direct mail appeals must be postmarked before August 15th or after October 15th. If, as in the case of bulk mail pieces, there is no postmark, the item must nonetheless be mailed before August 15th or after October 15th.
2. This restriction does not apply to invitations to special events requiring the purchase of a ticket or sponsorship. Such appeals are acceptable during the campaign period.
3. Agency newsletters and other written communications may be sent during the restricted period but must not include fundraising appeals or reply envelopes for the purpose of soliciting contributions. **(Also see section III Donor Designation or Self-Designations Solicitation Policy)**

D. Special event fundraising activities are allowed year-round, including during the United Way campaign period. Agencies are required to work with United Way, however, to identify co-marketing opportunities in relation to such activities, through which an agency's relationship to United Way can be highlighted. United Way, in turn, will fulfill its obligation of providing effective co-marketing opportunities for its member agencies.

E. Solicitations of corporations, corporate foundations, or private foundations, whether for direct financial support or for support of a special event, are acceptable year-round, including during the United Way campaign period.

III. AGENCY SELF-DESIGNATION SOLICITATION POLICY

A. Solicitation of donor-designated gifts by United Way donors or potential donors is prohibited. This includes, but is not limited to, appeals in letters, postcards, newsletters, email, videos, recorded messages, or mass media. Agencies may inform constituents of the existence of the United Way donor designation program, provided that notice is not accompanied by a request to designate the agency. When informing constituents of the donor designation program, agencies must inform donors of the Community Impact Fund, through which United Way supports a broad range of human services, including those provided by the agency. Agencies also may not publish the United Way donor designation code number for the organization.

Sample language for communicating about the United Way campaign:

The annual United Way campaign will be underway soon. NAME OF AGENCY benefits from financial support and increased public awareness of United Way donors. You are encouraged to support the United Way campaign by making a gift to the United Way

community fund, which benefits more than 100 area organizations, including NAME OF AGENCY. United Way donors also have the option of designating all or a part of their United Way gift to a specific organization, or to one of United Way's impact areas.

B. Agencies may not promote the Donor Choice program at any workplace for a specific agency's sole benefit, including, but not limited to, appeals made when speaking during a company's United Way campaign. In addition, agencies should not solicit speaking engagements at companies for meetings related to the United Way campaign, but rather should work through the United Way speakers bureau for these opportunities.

IV. CAMPAIGN SUPPORT AND CO-MARKETING

A. To support the United Way Annual Campaign and other Year-Round Resource Development efforts, agencies are required to:

1. Conduct an effective internal campaign promoting the Community Impact Fund.
2. Use the United Way logo and other methods to identify themselves as United Way member agencies in publications, educational efforts, letterhead, news releases and on building signage.
3. Provide information to United Way as requested to facilitate marketing communications, planning and research and community initiatives.
4. Co-market United Way and themselves and their programs in a factual and informative manner, as important services to the community.
5. Mention in their promotions the value and importance of the United Way campaign and citizen-based investments as a process for supporting a wide range of human service needs.

B. Agencies will not conduct negative campaigns against United Way and/or other agencies. This includes a prohibition on any efforts to raise funds for which the basis of the appeal is a reduction in United Way funding or other action on United Way's part. For example, a letter to an agency's constituents requesting donations to compensate for a reduction in the agency's United Way funding is not acceptable.

V. ENFORCEMENT

A. By cooperating with these guidelines, agencies should help to ensure that the community is well served by its United Way campaign. Failure to comply may result in the reduction or withholding of funding, placement on Conditional Certification Status with certain stipulations, or other action as deemed appropriate by United Way leadership.

B. This policy will be enforced by the United Way of Greater Kansas City Certification Committee.

C. Agencies will be held responsible for the action of employees, volunteers, clients and other supporters. Therefore, agencies are encouraged to communicate these guidelines to all interested parties.

Exhibit B

WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **Della Lamb Community Services**, (Organization name) is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and **Della Lamb Community Services**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo)

[Signature]
Authorized Representative's Signature

Judy Mcgoovigle AKERS
Printed Name

Executive Vice President
Title DELLA LAMB COMMUNITY SERVICES

6-4-2019
Date

Subscribed and sworn before me this 4th day of June, 2019. I am commissioned as a notary public within the County of Clay, State of MO, and my commission expires on 01/26/2020.

[Signature]
Signature of Notary

01/26/2020
Date

