

AGENCY NAME: GuilfordWorks

MEMORANDUM OF AGREEMENT

Effective March 1, 2022

This Memorandum of Agreement defines the privileges and the responsibilities of United Way of Greater Greensboro, Inc., a North Carolina nonprofit corporation (hereinafter, "UWGG") and the undersigned nonprofit entity (hereinafter referred to as the "AGENCY."). The AGENCY is participating as a "Core Partner" in UWGG's Integrated Service Delivery Network (hereinafter referred to as the "ISD Network").

Introduction

The ISD Network is a community-designed, evidence-based virtual system that coordinates and delivers services for residents with low incomes in Guilford County. The ISD Network empowers residents to achieve their economic goals and attain sustainable financial stability.

The ISD Network has three central objectives:

- Build a community of practice and supportive technology that implements a virtual ISD Network
- Engage residents as participants in the ISD Network to develop customized household plans and connect to integrated services supporting their plans
- Deliver, measure, and report outcomes for residents as they achieve their economic goals

Through ongoing analysis and iterative improvements, the ISD Network will use insights about collective impact to establish best practices, identify and bridge service gaps, and improve overall effectiveness of services across the community.

UWGG sponsors the ISD Network as an initiative of its Integrated Service Delivery area. As the ISD Network's "Coordinating Organization," UWGG is responsible as the backbone organization for the initiative.

Organizations that join as Core Partners will co-create the ISD Network with UWGG and supporting partners such as evaluators and software developers.

Timeframe

The ISD Network will launch first as an 18-month pilot. The pilot's "soft" launch will be in June 2022. July 2022 will be the first full month of pilot operation; the pilot will then run from July 2022 through December 2023.

Definitions

The following terms are used in MOA #1:

- Pillars of ISD: 1) Work, health, and income supports; 2) education and career advancement, 3) financial education and coaching/asse building.
- Core Partner: Currently, also referred to as "Core Provider". A Core Partner is an organization that provides services in one or more of the three "pillars" of ISD (work, heath, and income supports; education and career advancement; financial education and coaching) and that has been selected to be a service provider for the ISD Network. Core Providers for the pilot will be selected by UWGG (as the Coordinating Organization) to test the implementation of ISD through the new ISD Network system. Core Providers must have or be willing to quickly develop the capacity to conduct intake to help people sign up for the ISD Network, as well as guide and support Members as a function of their programs and their roles in the Network. In addition to the title "Core Provider", Core Partners may also be referred to as "provider", "organization", or "agency" in this document.
- Member: A Member is a person who is using the services of the ISD Network on behalf of themselves or their household. Also referred to as "residents".
- ISD Coordinator: Coordinators of the ISD Network responsible for creating bundled service/program recommendations and referrals for Members based on their intake and assessment information. ISD Coordinators will be hosted by Guilford Community Care Network.
- Coordinating Organization: UWGG serves as the Coordinating Organization of the ISD Network, managing and coordinating the overall functioning of the ISD Network.
- Intake: Registering or signing residents up for the ISD Network. Registering residents may include inputting residents' contact information, consent, demographic information, and basic goals.

Mutual Agreements

Now, therefore, in consideration of the mutual benefit to be derived by UWGG and AGENCY (and all Parties to the MOU), both UWGG and AGENCY agree as follows:

1. **Effective date.** The effective date of this MOA #1 is March 1, 2022.
2. **Term.** This MOA #1 covers a period beginning March 1, 2022, and ending August 31, 2022, unless terminated earlier or extended as provided in this MOA #1.
3. **Assignment and scope of work.** During the Term of this MOA #1, AGENCY agrees to join the pilot of the ISD Network, sponsored by UWGG, by participating in the following:
 - a. Dedicate one or more programs to the ISD Network pilot. The AGENCY's program(s) will relate to one or more of the three areas of ISD. The pilot will test how local programs across the three pillars of ISD work together. UWGG seeks to onboard programs in each ISD pillar for the pilot. Before or at the beginning of the Term of MOA #1, UWGG and AGENCY will confirm which program(s) from AGENCY will be a part of the pilot.
 - b. Dedicate staff to the ISD Network pilot. During the six (6) month Term of MOA #1, organizations that have joined the ISD Network pilot will work towards setting up the pilot with UWGG and providing services when the pilot launches during the Term of MOA #1. The first six months are crucial for building the network of providers in the future ISD Network. The following staff and staff time are required for the Term of this MOA #1:
 - i. One (1) organizational representative (such as a program manager) responsible for administration of the agency and program information in the platform, serves as the main ISD Network contact for the organization with UWGG, and can make or facilitate decisions for their organization's role in the ISD Network.
 - ii. One (1) or more program staff for each AGENCY program in the ISD Network.
 1. Before the pilot: Program staff will attend ISD Network orientation and capacity-building sessions with other agencies' staff and ISD Coordinators. Ahead of these sessions, program staff will complete a needs assessment and/or interviews to ascertain their perceived needs and current level of knowledge and skills related to ISD.
 2. During the pilot: The staff will send, receive, and process referrals from an ISD Coordinator and from other organizations' program staff in a timely manner ("a timely

manner” will be established during the Term of MOA #1 with input from providers). A referral to AGENCY in the ISD Network requests that program staff address the referral and the possibility of providing their service to the ISD Network member.

3. Program staff will conduct intake for the ISD Network (helping residents sign up for the ISD Network) as needed or as assigned by their organization. The role of conducting intake to help residents sign up for the ISD Network may be done by program staff, volunteers, or other AGENCY staff. This role does not require a separate position or person to fulfill. Sign-up/registering will consist of using the ISD Network software to:
 - a. Present the ISD Network to eligible residents and/or assisting residents if they approach AGENCY with interest in becoming a member.
 - b. Build the resident’s ISD Network member profile by entering basic contact information and details about the resident’s goals and needs.
 - c. Refer the resident to an ISD Coordinator.
 4. The staff will be responsible for sharing what they have learned back to other program staff who may also process referrals.
 5. Program staff will provide feedback on the design of the ISD Network platform software.
 6. Program staff will attend software training to learn how to use the ISD Network platform.
 7. Program staff will interact with ISD Network pilot evaluators.
- iii. Executive and/or managerial staff
1. Executive and/or managerial staff will attend ISD Network orientation and capacity-building sessions with other agencies’ staff and ISD Coordinators. Ahead of these sessions, program staff will complete a needs assessment and/or interviews to ascertain participants’ perceived needs and current level of knowledge and skills related to ISD.
- iv. Other related staff, as needed
1. AGENCY may need to address and help develop how it will connect to the ISD Network platform

2. AGENCY may collaborate with UWGG and other ISD Network programs to support relevant funding opportunities such as grant applications
- c. Initiate the ISD Network provider community. As the Coordinating Organization, UWGG will financially and programmatically support the creation and development of a Core Partner provider community. The providers will attend orientation sessions, comprise a community of practice of ISD, and provide feedback during the pilot.
 - i. Attend orientation sessions that will provide capacity- and network-building for programs and their organizations. To summarize, the sessions:
 1. Will take place over the Term of MOA #1 and are slated to take place specifically between March 2022 and June 2022.
 2. Are currently planned as virtual and in-person sessions.
 3. Are designed for attendance by executive and/or managerial staff, program staff, intake staff or volunteers, and ISD Coordinators.
 4. Do not require the attendance of all aforementioned staff at each of the sessions.
 - ii. Train with and receive assistance, as needed, from ISD Coordinators, to understand ISD and how to support each other.
 - iii. Help develop a community governance structure for the ISD Network.
 - iv. Collaborate with all partners to ensure consistent service quality for ISD Network members working with ISD Coordinators and programs.
 - d. Assign private space(s) for ISD Coordinators. In the ISD Network model, ISD Coordinators will be stationed at various locations, traveling to different locations to meet with residents. These locations include Core Partner locations. AGENCY will assign a dedicated private space (with a door) for an ISD Coordinator to work from a location where their services are offered. This space will be available to the ISD Coordinator when AGENCY's office is open for in-person service. Before or at the beginning of the Term of MOA #1, UWGG and AGENCY will confirm this space(s) for ISD Coordinator(s) at AGENCY's location(s).
 - e. Work with pilot evaluator(s) and other partners.
 - i. UWGG will engage evaluators for a developmental evaluation of the ISD Network during the pilot.
 - ii. Twice a year, the ISD Network will collaborate with North Carolina Healthcare Foundation (NCHF) and healthcare systems in Guilford

County to secure healthcare data about uninsured households served by AGENCY through the ISD Network to analyze impacts on these households—including healthcare utilization, emergency room use, and uncompensated care costs.

4. UWGG agrees:

- a. To conduct a broad-based campaign annually among area organizations, individuals, and through grant and other funding opportunities. The purpose of this solicitation is to invest in a network of programs and special initiatives that have demonstrated impact on critical human service problems.
- b. To recognize the autonomy and responsibility of the AGENCY's Board of Directors to determine its own policies and to manage its own programs/services/finances within the scope and spirit of this agreement.
- c. To provide a review of participating AGENCY's program outcomes, effectiveness and efficiency in a manner determined by UWGG, and to provide an accountability review of each financially participating AGENCY in a manner determined by UWGG in order to perform the duties of a responsible steward of donations made to UWGG.
- d. To disburse funds to the AGENCY in August 2022 unless (i) special arrangements are established at the request of the AGENCY to accommodate seasonal fluctuations or other special needs or (ii) such payments are suspended because of AGENCY's breach of this Agreement, any other agreement with UWGG or any UWGG policy.

5. AGENCY agrees to:

- a. Support the documentation and evaluation of the ISD NETWORK model to inform the future implementation of the ISD NETWORK.
- b. Inform UWGG within 30 days of any changes to services of AGENCY that affect how the agency may interact with the ISD Network platform and system.
- c. Implement services and programming according to the ISD NETWORK model defined by UWGG.
- d. Allow for site visits conducted by UWGG staff (including, but not limited to ISD Coordinator space, use of ISD Network, and documentation review), providing that monitors agree to adhere to confidentiality requirements.
- e. Not to fundraise for the ISD Network or use the ISD Network members for fundraising without UWGG's knowledge, involvement, and approval.

- f. Assist UWGG in its annual fundraising campaign by: (i) engaging with funding opportunities for ISD such as grants, (ii) providing speakers, and (iii) providing program data and information for campaign materials.
- g. Conduct AGENCY programs and affairs without discrimination based on race, religion, skin color, sex, gender, gender identity, language differences, age, physical, mental, and developmental abilities, socioeconomic status, religion, national origin or sexual orientation.
- h. Have an active NC 2-1-1 account that is updated as needed and confirmed annually as correct. Accuracy of the AGENCY's active NC 2-1-1 account should be confirmed via email to traci.mclemore@unitedwaygso.org between July 1 and July 31. This provides our community accurate information about available resources

6. UWGG and AGENCY agree to:

- a. Meet regularly during the Term of MOA #1 to carry out the purposes for which it is organized.
- b. Commit to continuous improvement and idea sharing, keeping each other informed on all matters of common concern; and to consult together when problems or misunderstandings arise, in order to reach solutions in the best interest of the community.
- c. Develop a regularly occurring schedule to communicate with each other and with other Core Partners about the activities and development of the ISD Network.
- d. Protect confidentiality of ISD Network members and their households, sharing appropriately with each other but not more widely without permission from the members.
- e. Cooperate in the building of an employer pipeline for ISD Network members.
- f. Conform to policies and procedures governing applicable UWGG funding relationships.
- g. Inform the other party promptly of developments or problems likely to affect that party's ability to fulfill the terms or intent of this agreement.
- h. Carry out the work of the AGENCY and UWGG in a manner that will effectively, efficiently, and economically serve the citizens of the Greater Greensboro Area and Guilford County.
- i. Recognize and respect each other's status as independent organizations while working cooperatively in the best interests of each other and the community.

7. **Compensation.** In consideration of the services rendered by AGENCY during the Term of MOA #1, UWGG shall provide a stipend to AGENCY of \$7,500, to paid in the month of August 2022.
8. **Other funding from UWGG.** AGENCY may be a part of the ISD Network and currently receive funding from, apply for funding from, and/or receive funding in the future from UWGG's other grants and initiatives.
9. **Reporting.** AGENCY shall use the ISD Network software to enter data so that UWGG can monitor and make reports about services provided as may be required by UWGG. AGENCY shall periodically review progress with UWGG personnel as requested.
10. **Contact people.** The contact at UWGG for questions relating to this MOA #1 is Frank McCain, UWGG's Vice President of Community Impact and Investment, at (336) 378-6609 or frank.mccain@unitedwaygso.org and/or Aden Hailemariam, UWGG's Manager, ISD Network, at 336-378-5064 or aden.hailemariam@unitedwaygso.org.
11. **Contingency.** This MOA #1 shall be contingent upon funding from grants or service contracts secured by UWGG and may be terminated by UWGG, pursuant to the terms of this MOA #1, if this funding is not available.
12. **Understanding regarding future work.** UWGG may retain AGENCY under additional Memoranda of Agreement, to provide services to for the ISD Network. The mutual understanding of UWGG and AGENCY regarding future work is subject to change and specifically contingent upon UWGG securing sufficient funding from contracts and grants.
13. **Modifications.** This Agreement may be amended only by a written amendment executed by both parties hereto.
14. **Monitoring and evaluation.** AGENCY shall cooperate with reasonable and good faith requests from UWGG to monitor, inspect, audit, or investigate activities related to this Agreement.
15. **Confidentiality.** AGENCY shall not use MEMBER contact information received from partners, including email addresses, for any purposes other than those outlined in this Agreement.
16. **Indemnification.** UWGG or AGENCY respectively ("the Indemnitor") shall each indemnify the other party, its employees, officers, and directors from and against all claims, liabilities, damages, and expenses, including reasonable attorney's fees and expenses, incurred or suffered by any of them arising out of (i) the Indemnitor's breach of this Agreement; or (ii) the Indemnitor's negligence, willful misconduct or omission in the performance of its services and duties under this Agreement. In addition, the Indemnitor agrees to assume all legal fees and expenses incurred in the defense against any such claims made by third parties.

17. **Ownership of intellectual property.** It is expressly agreed that all documents, records, reports, publications, sketches, designs, film, photography, and intellectual property, including patents or trademarks, arising out of or resulting from work performed or developed by AGENCY (that are not mutually considered to be preexisting materials of AGENCY), as described in this MOA #1, shall be owned by UWGG.
18. **Warranties and acknowledgments.** AGENCY represents and warrants to UWGG that AGENCY's efforts, work product, contributions and submissions to the assignment do not infringe trademark or copyright material of a third party or invade rights of privacy or publicity of another. AGENCY acknowledges that UWGG intends to and does rely on AGENCY's warranties as inducement into entering this MOA #1.
19. **Other consulting.** Nothing in this MOA #1 shall be deemed to interfere with the AGENCY's right to engage in consulting or contracts with other parties.
20. **Assignment/subcontracting.** This MOA #1 is for the engagement of the services of AGENCY, which shall not assign this MOA #1 without the prior written consent of UWGG, and any such assignment or attempt to assign without the prior written consent of UWGG shall be of no force and effect whatsoever. This MOA #1 shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
21. **Termination.** Either UWGG or AGENCY may terminate this MOA #1, including any amendments, without cause by giving the other party thirty (30) days written notice. Either UWGG or AGENCY may terminate this Agreement immediately for nonperformance or a material breach of Agreement. Upon termination, UWGG shall be entitled to receive all completed and uncompleted designs, plans, suggestions, ideas, and all other information and documents which AGENCY has made or developed hereunder up to the termination date. Payment will be made for work completed up to the termination date, provided the work is completed to the sole satisfaction of UWGG. No payment will be made for work completed after notice of termination unless otherwise agreed in writing by the parties. Furthermore, upon termination of this MOA #1, AGENCY shall immediately return to UWGG any or all advanced moneys unexpended at the time of termination.
22. **Termination for fault.** Either party may terminate this Agreement immediately and without prior notice upon breach of this Agreement.
23. **Independent contractor.** Nothing in this MOA #1 shall be construed to create an employer/employee relationship between UWGG and AGENCY.
24. **Non-competition.** AGENCY acknowledges and agrees that during the Term of this MOA #1 with UWGG and for twelve (12) months following the termination of this Agreement, for any reason, AGENCY will not directly or

indirectly solicit, for competitive business purposes, any client or prospective client of UWGG or other Party to the MOU with which AGENCY was involved as part of AGENCY's work for UWGG.

25. **Amendment.** No amendment or modification to this MOA #1 will be effective unless it is in writing and signed by a duly authorized representative of each party.
26. **Counterparts.** This Agreement may be executed in counterparts, each of which will be an original, but all of which together will constitute one and the same agreement.

Please complete an Intent to Join the ISD Network Pilot by **Tuesday, February 8, 2022** to register your organization's intent to join the ISD Network pilot. Registering an intent to join does NOT require a program to submit a signed MOA#1 to UWGG.

This MOA #1 shall be effective on March 1, 2022, when signed below or in counterpart, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original. By signing this contract, the signers represent that they are authorized to sign on behalf of their organization and that their organization agrees to be bound by roles, responsibilities, relationships, and terms stated in this MOA #1.

Signature pages follow for each of the parties.

United Way of Greater Greensboro (UWGG)

1500 Yanceyville Street

Greensboro, North Carolina 27405

Signed:

Frank McCain

Vice President, Community Impact and Investment

Date signed: Click or tap to enter a date.

GuilfordWorks

2301 W. Meadowview Rd.

Greensboro, North Carolina 27407

Please add each of AGENCY's program(s) that will participate in the Term of MOA #1*	Please check which area(s) of ISD that AGENCY categorizes each program
1. NCWorks Career Center – Adult Program Services	<input checked="" type="checkbox"/> Work, health, and income supports <input checked="" type="checkbox"/> Education and career advancement <input type="checkbox"/> Financial education and coaching
2. NCWorks NextGen Young Adult Services	<input checked="" type="checkbox"/> Work, health, and income supports <input checked="" type="checkbox"/> Education and career advancement <input checked="" type="checkbox"/> Financial education and coaching
3. Click or tap here to enter text.	<input type="checkbox"/> Work, health, and income supports <input type="checkbox"/> Education and career advancement <input type="checkbox"/> Financial education and coaching
4. Click or tap here to enter text.	<input type="checkbox"/> Work, health, and income supports <input type="checkbox"/> Education and career advancement <input type="checkbox"/> Financial education and coaching
5. Click or tap here to enter text.	<input type="checkbox"/> Work, health, and income supports <input type="checkbox"/> Education and career advancement <input type="checkbox"/> Financial education and coaching

*At least one program is required. If you would like for UWGG to consider more programs, please add more rows to the table above.

Signed: _____

Authorized Executive Officer

Name (type or print): Chris Rivera

Title (type or print): Executive Director, GuilfordWorks

Date signed: 2/16/2022