

AGENCY NAME: GuilfordWorks

MEMORANDUM OF AGREEMENT (MOA) #2

Effective September 1, 2022

BACKGROUND

UWGG invests in programs and initiatives that address the root causes of poverty so every individual and family can succeed. After the success of UWGG's first initiative to employ Integrated Services Delivery (ISD), the Family Success Centers, UWGG seeks to make investments through a community-designed, evidence-based virtual system that expands the reach of ISD to all of Guilford County.

Guilford Success Network is now that system. GSN coordinates services for residents with low incomes in Guilford County so that they attain sustainable financial stability. GSN has three central objectives:

1. Build a community of practice and supportive technology that implements a mobile-friendly Network
2. Engage residents as Members of GSN to develop customized household plans and connecting to integrated services supporting their plans
3. Deliver, measure, and report outcomes for residents as they achieve their financial goals

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

INTRODUCTION

This MOA defines the privileges and the responsibilities of United Way of Greater Greensboro and local agencies during and after the Guilford Success Network pilot.

Parties

- This MOA is between **United Way of Greater Greensboro (UWGG)** and **GuilfordWorks (hereinafter referred to as AGENCY)**.
- This MOA sets forth roles, responsibilities, relationships, activities, and terms related to supporting **Guilford Success Network (GSN or the Network)**. GSN is an initiative of UWGG that was developed as a part of UWGG's efforts to end poverty by supporting residents in reaching sustainable financial stability.

Roles

- UWGG's role is **Coordinating Organization**. The Coordinating Organization manages and coordinates the overall functioning of GSN.

- AGENCY's role is **Core Partner**. Core Partners are agencies that agree to work with GSN by dedicating at least one of its programs and dedicating adequate staff to participate in promoting GSN, helping residents sign up to be Members, providing the agency's service(s) to Members, using GSN's online platform, attending trainings, and participating in a community of practice.
- Core Partners are Agencies that agree to work with GSN by dedicating at least one of its programs and designating staff to support this role as follows:
 - attend trainings and participate in the community of practice
 - promote GSN
 - recruit and enroll residents to become Members
 - provide agency service(s), as appropriate, via GSN's online platform
- The **Coordinator**'s unique function is to help residents who become Members of GSN build, implement, and maintain a plan of services to help them reach their goals.

Timeframe

- This Agreement shall be effective from September 1, 2022, to June 30, 2024, until revised or terminated. Continuance of the agreement is contingent on available resources and UWGG's assessment of the AGENCY's role as Core Partner.
- The term of this agreement is a 17-month pilot period which includes the GSN pilot evaluation phase.
- During the pilot, Guilford Success Network will become operational on a limited scale to implement and evaluate major components of the initiative.

Contact

- The contact at UWGG for questions relating to this MOA #2 are Traci McLemore, Chief Community Impact Officer, at (336) 378-6616 or traci.mclemore@unitedwaygso.org and/or Aden Hailemariam Director of Guilford Success Network, at 336-378-5064 or aden.hailemariam@unitedwaygso.org.

Exhibits

- **Exhibit 1** Scope of work
- **Exhibit 2** Stipends
- **Exhibit 3** Definitions

SCOPE OF WORK

^{DS}
CR **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:

^{DS}
TMC **Scope of work**

During the Term of this MOA #2, AGENCY agrees to participate in Guilford Success Network's pilot, sponsored by UWGG, by fulfilling the following:

- Dedicate one or more programs to GSN pilot.
- Dedicate staff to GSN pilot
- Participating in Establish a GSN community of practice
- Assign private space(s) for Coordinators
- Work with pilot evaluator(s) and other partners

The scope of work is detailed in Exhibit 1.

UWGG agrees:

- 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.
- 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.
- 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.
- To disburse funds to the AGENCY in according to the schedule in Exhibit 2 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.

AGENCY agrees to:

- Support the documentation and evaluation of GSN model to inform the future implementation of GSN.

- Inform UWGG within 30 days of any changes to services of AGENCY that affect how the agency may interact with GSN platform and system.
- Implement services and programming according to GSN model defined by UWGG.
- Allow for site visits conducted by UWGG staff to assess/monitor Agency GSN operations (including, but not limited to Coordinator space, use of GSN, and documentation review).
- Not to fundraise for GSN or use GSN Members for fundraising without UWGG's knowledge, involvement, and approval.
- 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.
- 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.
- Have an active NC 211 account that is updated as needed and confirmed annually as correct. To add or update your AGENCY profile , go to <https://nc211.org/add-your-agency/> and click on the AGENCIES tab to “Add Your Agency” or “Update Your Listing”. This provides our community accurate information about available resources

UWGG and AGENCY agree to:

- Meet regularly during the Term of MOA #2 to carry out the purposes for which it is organized.
- Commit to 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.
- Develop a regularly occurring schedule to communicate with each other and with other Core Partners about the activities and development of GSN.
- Protect confidentiality of GSN Members and their households, sharing appropriately with each other but not more widely without permission from the Members.
- Cooperate in the building of an employer pipeline for GSN Members.
- Conform to policies and procedures governing applicable UWGG funding relationships.
- 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.

- Carry out the work of the AGENCY and UWGG in a manner that will effectively, efficiently, and economically serve the citizens of Greater Greensboro and Guilford County.
- Recognize and respect each other's status as independent organizations while working cooperatively in the best interests of each other and the community.

OTHER TERMS

Compensation. In consideration of the services rendered by AGENCY during the Term of MOA #2, UWGG shall provide a stipend to AGENCY of **\$7,500**, every six months as described in Exhibit 2.

Other funding from UWGG. AGENCY may be a part of GSN and currently receive funding from, apply for funding from, and/or receive funding in the future from UWGG's other grants and initiatives.

Reporting. AGENCY shall use GSN 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.

Contingency. This MOA #2 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 #2, if this funding is not available.

Understanding regarding future work. UWGG may retain AGENCY under additional Memoranda of Agreement, to provide services for GSN. 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.

Modifications. This Agreement may be amended only by a written amendment executed by both parties hereto.

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.

Confidentiality. AGENCY shall not use Member contact information received from partners, including email addresses, for any purposes other than those outlined in this Agreement.

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.

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 #2, shall be owned by UWGG.

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 #2.

Other consulting. Nothing in this MOA #2 shall be deemed to interfere with the AGENCY's right to engage in consulting or contracts with other parties.

Assignment/subcontracting. This MOA #2 is for the engagement of the services of AGENCY, which shall not assign this MOA #2 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 #2 shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Termination. Either UWGG or AGENCY may terminate this MOA #2, 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. A prorated stipend will be paid 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 #2, AGENCY shall immediately return to UWGG any or all advanced moneys unexpended at the time of termination.

Termination for fault. Either party may terminate this Agreement immediately and without prior notice upon breach of this Agreement.

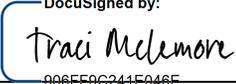
Independent contractor. Nothing in this MOA #2 shall be construed to create an employer/employee relationship between UWGG and AGENCY.

Non-competition. AGENCY acknowledges and agrees that during the Term of this MOA #2 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.

Amendment. No amendment or modification to this MOA #2 will be effective unless it is in writing and signed by a duly authorized representative of each party.

Signature pages follow for each of the parties.

United Way of Greater Greensboro (UWGG)
1500 Yanceyville Street
Greensboro, North Carolina 27405

Signed: 
Traci McLemore
Chief Community Impact Officer

Date signed: September 29, 2022 | 18:45 PDT

AGENCY City of Greensboro

STREET ADDRESS 301 S Greene St. Ste 200

CITY, North Carolina ZIP 27401

Signed: 
Chris Rivera
Name: Chris Rivera
Title: WDB Director

Date signed: September 29, 2022 | 21:34 EDT

Exhibit 1 Scope of work

Core Partners will:

Dedicate one or more programs to GSN 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 #2, UWGG and AGENCY will confirm which program(s) from AGENCY will be a part of the pilot.

Dedicate staff to GSN pilot

The following staff and participation are required for the Term of this MOA #2.

In summary, at least two (2) staff from your agency:

Someone who:	Minimum participation in the pilot:
Is the main contact from your agency for this MOA	Communicates with UWGG staff about the MOA.
Provides direct service to residents in your agency’s program(s) that will be in the pilot (each program should be represented by a staff person, especially one who interacts with clients for that program)	Attends capacity-building sessions, coaching sessions, and continuous learning workshops; use the GSN online platform; receive referrals from GSN and provide services, as they are available, to GSN Members
Serves in an executive leadership role at your agency	Attends Executive Session

Main contact/organization representative

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 GSN contact for the organization with UWGG, and can make or facilitate decisions for their organization’s role in GSN.

Program staff

One (1) or more program staff for each AGENCY program in GSN.

- Program staff will attend GSN orientation and capacity-building sessions with other agencies’ staff and 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.
- During the pilot, staff will send, receive, and process referrals from Coordinators and from other organizations’ program staff in a timely manner (“a timely manner” will be established during the Term of MOA #2). A referral to AGENCY in GSN

requests that program staff address the referral and the possibility of providing their service to GSN member.

- Program staff will conduct intake for GSN (helping residents sign up for GSN). Presenting GSN to eligible residents to sign-up/register will consist of using GSN software to:
 - Promote GSN to eligible residents and/or assist residents if they approach AGENCY with an interest in becoming a Member.
 - Build the resident's GSN Member profile by entering basic contact information and details about the resident's goals and needs.
 - Complete Member enrollment through referring them to a Coordinator.
- Program staff will be responsible for sharing what they have learned back to other program staff who may also process referrals.
- Program staff will provide feedback on the design of GSN platform software.
- Program staff will attend software training to learn how to use GSN platform.
- Program staff will interact with GSN pilot evaluators.

Executive and/or managerial staff

- Executive and/or managerial staff will attend GSN orientation and capacity-building sessions with other agencies' staff and Coordinators.

Other related staff, as needed

- AGENCY may need to address and help develop how it will connect to GSN platform.
- AGENCY may collaborate with UWGG and other GSN programs to support relevant funding opportunities such as grant applications.

Establish a GSN community of practice

As the Coordinating Organization, UWGG will financially and programmatically support the creation and development of a community of practice for partners and Coordinators. Core Partner staff will attend orientation sessions, practice ISD, attend monthly learning workshops, and provide feedback during the pilot.

Orientation

The orientation will include capacity- and network-building for programs and their organizations in the beginning of the pilot. Ahead of these sessions, program staff will complete a needs assessment to ascertain participants' perceived needs and current level of knowledge and skills related to ISD.

The sessions:

- Are planned as virtual and in-person capacity-building and coaching sessions.
- Are designed for attendance by Core Partner staff and Coordinators.

Throughout the pilot

- Contribute to the development of a governance structure for GSN.
- Collaborate with all partners to ensure consistent service quality for GSN Members working with Coordinators and programs.

Assign private space(s) for Coordinators

In the GSN model, 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 a Coordinator to work from a location where their services are offered. This space will be available to the Coordinator when AGENCY's office is open for in-person service. During the Term of MOA #2, UWGG and AGENCY will confirm this space(s) for Coordinator(s) at AGENCY's location(s).

Work with pilot evaluator(s) and other partners

UWGG is working with an evaluation firm for a developmental evaluation of GSN during the pilot.

Exhibit 2 Stipends

UWGG will provide a stipend to Core Partners during the pilot of **\$7,500**, every six months and within 10 business days of the last day of the sixth month.

Every six months of the Term of MOA #2:

- February 2023
- August 2023
- February 2023
- June 2024 (prorated stipend)

UWGG will only be able to remit payment for Core Partner stipends if UWGG has the following documents on file:

- Payment authorization form
- W-9
- Patriot Act

Exhibit 3 Definitions

The following terms are used in MOA #2:

Pillars of ISD

- Work, health, and income supports
- Education and career advancement
- Financial education and coaching/asset building.

Member

A Member is a person who is using the services of GSN on behalf of themselves or their household. Also referred to as “residents”.

Coordinator

GSN Coordinators are responsible for creating bundled service/program recommendations and referrals for Members based on their intake and assessment information.

Intake

Registering or signing residents up for GSN. Registering residents may include entering residents’ contact information, consent, demographic information, and basic goals.