



Dear Future Impact Partner,

Thank you for your interest in becoming a United Way of North Central Florida's (UWNCFL) Impact Partner. UWNCFL strives to positively impact the health, education, and financial stability of people living in Alachua, Bradford, Dixie, Gilchrist, Levy, and Union counties. We rely on strong partnerships with local non-profit programs that meet high standards of effectiveness and efficiency while delivering lasting change and valuable services to reach our mission. A complete list of our current United Way Impact Partners can be found on our, [United Way Impact Partners](#) page.

United Way Impact Partners have access to a variety of benefits including:

- Your program mission, vision, and impact with the business community through campaigns and speaking opportunities
- Opportunities to network and collaborate with other UWNCFL Impact Partner leaders
- In-kind donations and supplies
- Visibility on UWNCFL social media platforms and marketing collateral
- Eligibility to apply for grant dollars through the Community Investment Fund

## Community Investment Fund

Community Impact partners may apply to receive grant funding distributed through our Community Investment Fund. Our Community Investment Fund dollars are raised through workplace campaigns run by local businesses. Since UWNCFL's inception in 1957, we have raised over \$100 million for programs in our local community

## Funding Process

The UWNCFL new impact partner review process and Community Investment Fund grant cycle is supported by the Community Investment Council (CIC). The CIC consists of up to 25 volunteer community members representing a diverse set of backgrounds, career expertise, and skills. The CIC assists United Way staff in our Community Investment Fund process by evaluating Impact Partner Community Investment fund applications, completing agency site visits, and making funding recommendations to the board of directors.

Our funding model focuses on strategic investments in the most impactful programs serving the educational, health, financial stability, and immediate needs of people living in our region. A complete list of United Way Impact Partners can be found on our, [United Way Impact Partners](#) page.

## BECOMING AN IMPACT PARTNER

### Requirements for Application:

- Mission statement
- Description of populations your agency serves
- UWNCFE Impact Areas alignment (*Health, Youth & Education or Financial Stability*)
- UWNCFE geographical areas served (Alachua, Bradford, Dixie, Gilchrist, Levy, and/or Union counties)
- Equal Employment Opportunity policy\*
- Non-profit regulatory compliance policy\*
- Diversity, Equity, and Inclusion Policy\*
- Reserve policy\*, if applicable
- Board of Directors Roster\*
- Certificate of Tax Exemption 501(c)(3)\*
- IRS Determination Letter of Non-Profit Status 501(c)(3)\*
- Organizational Bylaws, if applicable
- Reserve Policy, if applicable
- Florida Department of Agriculture & Consumer Services' Solicitation of Contributions License – Certificate of Registration pursuant to the Florida Solicitation of Contributions Act (Form DACS-10100).
- Form 990 – Most recent Form 990 filed with the IRS. If not required to file Form 990, please complete Form 990-EZ and upload.
- Liability Insurance Coverage – Proof of agency's liability insurance, including director and officer coverage.

\*Documents get uploaded in Certification section on eImpact

### Yearly Community Impact Partner Compliance Review

- Display UWNCFE signage in the lobby of corporate and subsidiary offices, if applicable
- Display UWNCFE logo and name on your agency website, event flyers, communications/marketing materials, and other agency collateral including printed/electronic newsletters and or annual reports.
- Participates in the annual UWNCFE campaign in one or more of the following ways:

1. Conducts an annual UWNCFL workplace campaign to be completed by June 30th of each calendar year, which includes presentations made by a UWNCFL staff member.
  2. Identifies a Client Ambassador or candidate for UWNCFL's Speakers Bureau to aide in the marketing and promotion of UWNCFL's mission.
  3. Supports volunteer opportunity requests for individuals, community Days of Action and/or United Way Express bus tours.
  4. Refers workplaces or small businesses to UWNCFL to participate in the campaign.
- Annual report or summary of year-end highlights, numbers served, and program successes.
- Audited or reviewed financial statements – Agency's most recent audited or reviewed financial statement for the last 12 months. Include the Management Letter for the independent auditor. *Florida nonprofits receiving annual contributions of \$1 million or more are required to submit an independent audit. For those with annual contributions of at least \$500,000 but less than \$1 million, the financial statements may be reviewed or audited by an independent CPA, and for those with less than \$500,000 in annual contributions, a compilation audit or review of the financial statement is acceptable (FL Ch. 496.407).*

## CREATING YOUR AGENCY PROFILE IN e-CIMPACT

To begin your application, please complete the following:

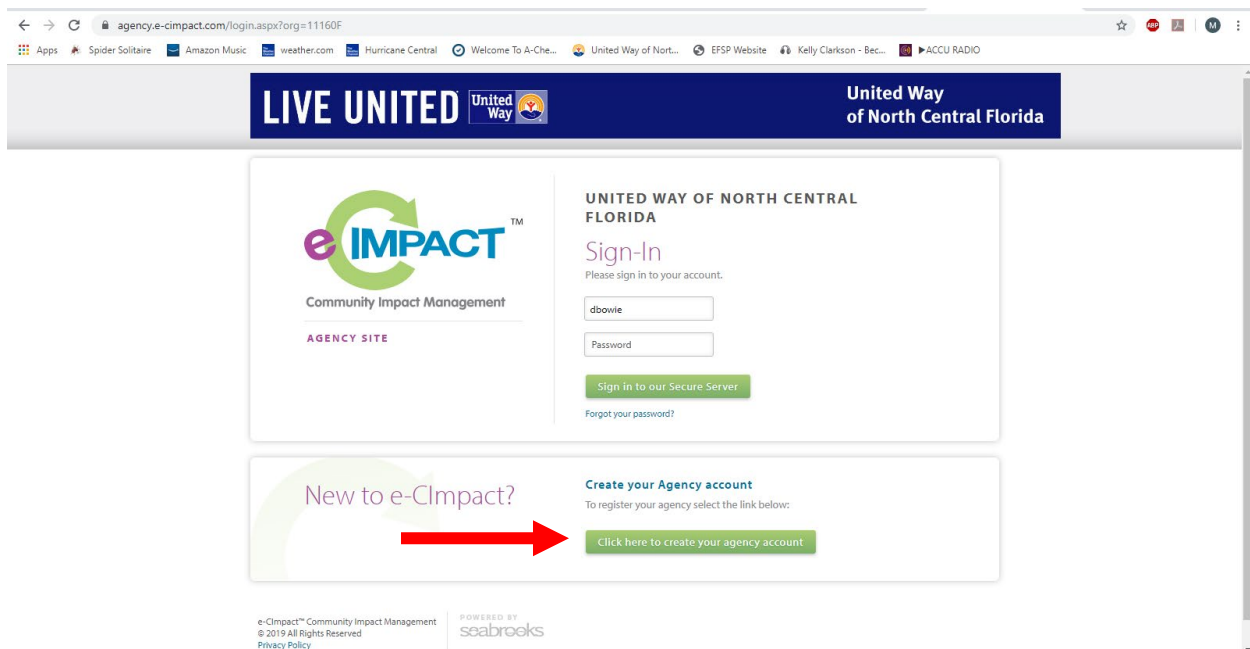
- Register for [e-CImpact](#) and submit your application
  - a. Scroll to the bottom of page and click the green button to “Create Your Agency Account”
  - b. Select the “UW Impact Partner Process” link on the left
  - c. Answer all questions and upload all requested documents

### e-CIMPACT: New partner applications

Create your organization’s account online using the link below:

<https://agency.e-cimpact.com/login.aspx?org=11160F>

Click the green bar at the bottom of the page to create your agency account.



The screenshot shows a web browser window with the URL [agency.e-cimpact.com/login.aspx?org=11160F](https://agency.e-cimpact.com/login.aspx?org=11160F). The page header includes "LIVE UNITED" and the United Way logo. The main content area is titled "UNITED WAY OF NORTH CENTRAL FLORIDA" and "Sign-In". It contains a sign-in form with a username field (containing "dbowie") and a password field, followed by a green "Sign in to our Secure Server" button. Below the sign-in form is a section for new users with the text "New to e-CImpact?" and a red arrow pointing to a green button labeled "Click here to create your agency account". The footer includes "e-CImpact™ Community Impact Management © 2019 All Rights Reserved Privacy Policy" and "POWERED BY seabrooks".

Once your account has been created you will be taken to your account homepage. Be sure to answer all questions and upload all requested documents.

UNITED WE FIGHT.  
UNITED WE WIN.

LIVE UNITED



United Way  
of North Central Florida

agency.e-cimpact.com/forms/investmentprocess\_summary.aspx?InvestmentID=10539&FormInvestmentApplicationID=271750

Apps Spider Solitaire Amazon Music weather.com Hurricane Central Welcome To A-Che... United Way of Nort... EFSF Website Kelly Clarkson - Bec... ACCU RADIO

Hello, Jane Doe Change Password My User Profile Signout Session Time Remaining: 1:59:49 | Font Size: A

LIVE UNITED United Way  
of North Central Florida

New Impact Partner

[Home](#)  
[Agency Profile](#)  
[Contacts](#)  
[Statements](#)  
[Program Profiles](#)  
[Email History](#)

Apply / Report

[Community Impact](#)  
[Impact Partner](#)  
[UW Impact Partner Process](#)

### Community Impact

**Impact Partner - UW Impact Partner Process**

**New Impact Partner**

THIS APPLICATION PROCESS DOES NOT APPLY TO CURRENT UNITED WAY PARTNERS.

Agencies are invited to apply to become a United Way of North Central Florida Impact Partner. Our impact partners meet high standards of effectiveness and efficiency while delivering lasting change and quantifiable services.

To participate as a United Way of North Central Florida Impact Partner, you must first submit the required agency profile/narrative and certification documents. Once your documents have been reviewed you will receive notification of your application status.

[View Printable Version of this Entire Agency Certification](#)

Not Started

In Progress

Ready To Submit

Submitted

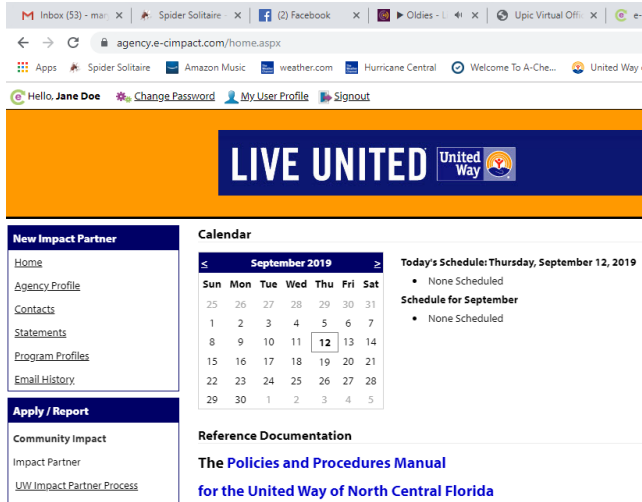
Item (* Indicates Required Item)	Last Updated	Status	Options
<b>New Impact Partner</b>		<b>Not Started</b>	
<a href="#">Agency Profile and Narrative*</a>		● Not Started	
<a href="#">Community Impact Partner Compliance Review*</a>		● Not Started	
<a href="#">Certification Documents</a>		● Not Started	

e-CImpact™ Community Impact Management  
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Once you've completed your Impact Partner application, it will be reviewed by United Way staff and you will be contacted about your approval status.

## e-CIMPACT: Quarterly Reports for funded partners

To submit quarterly Impact Partner reports, login into e-CImpact and refer to the toolbar on the left side. Click on the quarter to be reported on, follow the prompts, and submit your data.




**Reference Documentation**  
[The Policies and Procedures Manual for the United Way of North Central Florida](#)  
**Community Impact Partners**  
 is available for your reference,  
 please click on the link ("Read More...") below:

Reporting Quarters
<b>Q1:</b> July – Sept.
<b>Q2:</b> Oct. to Dec.
<b>Q3:</b> Jan. to March
<b>Q4:</b> April – June

For questions or assistance with e-CImpact, please contact Mary Broadfoot at (352) 333-0841 or mbroadfoot@unitedwayncfl.org.



## UNITED WAY STAFF ROSTER

### Community Impact

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# COMMUNITY IMPACT PARTNER POLICIES AND PROCEDURES

## United Way Mission

United Way of North Central Florida (UWNCFL) positively impacts the education, health and financial stability of people living in our region.

## United Way Vision

To be the number one trusted choice in charitable giving that unites people to transform lives in north-central Florida.

## Introduction

UWNCFL fights for the health, education and financial stability of every person in our community. We have set goals for each of these impact areas to include:

**HEALTH:** Individuals and families lead healthy lives through access to quality health services.

**YOUTH & EDUCATION:** Children enter school on track and ready to learn, are successful in school and in life, and are prepared to successfully transition into college or a career.

**FINANCIAL STABILITY:** Individuals and families build financial stability through access to stable and affordable housing, jobs and workforce skills development, and financial management knowledge and skills.

To meet these goals, we must partner with other agencies, organizations, educational institutions, government and individuals who share our vision for the future.

United Way of North Central Florida is committed to working with Community Impact Partners to safeguard its stewardship responsibilities to investors and the community at large. This commitment requires that a delicate balance be maintained between the Community Impact Partners' autonomy and United Way's mission and vision. United Way and its Community Impact Partners share a vital community responsibility for addressing the needs of residents throughout north central Florida through a private and voluntary system of care.



In the important process of linking people in need with local, private financial and volunteer resources, certain mutual responsibilities must be met to ensure maximum effectiveness. The purpose of this section is to define those specific mutual responsibilities that exist between UWNCFL and its Community Impact Partners. The policies and procedures contained in this section may change from time to time to keep pace with our changing environment. All Community Impact Partners are bound by the policies and procedures as they change, provided 60 days' notice of such changes is given and a reasonable amount of time allocated for compliance. We hope that this section will create an understanding of the relationship between UWNCFL and Community Impact Partners.

Additional copies may be obtained by contacting UWNCFL's office or obtaining this manual on e-CImpact (data reporting) website at [agency.e-cimpact.com](http://agency.e-cimpact.com).

Please note that stipulations outlined in specific program contracts and/or agreements supersede those of the Policies and Procedures section.

## I. Community Impact Partner Relations

All Community Impact Partners must adhere to the stipulations in the Policies and Procedures unless written permission is granted for an exception.

### A. Definition of Community Impact Partner

A Community Impact Partner is any organization that has completed the UWNCFL vetting process as described in Section II and has been approved by UWNCFL's Community Investment Council. Community Impact Partners are eligible to apply for, but are not guaranteed, program funding through the Community Investment Fund process. No other definition for "partner" may be used to define this relationship.

### B. Certification of Community Impact Partner

A Community Impact Partner must fulfill the Community Impact Partner requirements, as described in Section II, in order to apply. After acceptance of partnership, Community Impact Partners are required to remain in good standing and continue to adhere to the Community Impact Partner requirements. Community Impact Partners must submit their annual 990s and update their board member list by June 30 of each calendar year. Community Impact Partner applications will be reviewed by United Way staff and shared with our CIC volunteer committee,

### C. Funding Process

The Community Investment Fund process, which is only open to Community Impact Partners, may include, but is not limited to, a Letter of Intent (LOI), a written grant application, and a site visit. Grant applications must be for programs in alignment with UWNCFL's strategic priorities for consideration. Volunteers serving on the Community Investment Council (CIC) will review all information submitted and make a recommendation for funding to UWNCFL's Board of Directors. UWNCFL Board of Directors will make all final funding decisions.

## **II. Community Impact Partner Requirements**

In order to fulfill our stewardship responsibilities to investors and the community at large, both UWNCFL and all Community Impact Partners are required to comply with the requirements set forth below. As UWNCFL practices the highest standards of financial stewardship and accountability, it is expected that any Community Impact Partner do the same. Once partnership is accepted, it is very strongly recommended that Community Impact Partners comply with the following provisions in order to continue a partnership with UWNCFL. These criteria outline mutual expectations between UWNCFL and Community Impact Partners. If the Community Impact Partner does not meet one of the outlined standards, UWNCFL may engage in a process whereby a plan will be developed to assist the Community Impact Partner in correcting any identified deficiencies. The Community Impact Partner must then implement the plan in order to comply with UWNCFL's Policies and Procedures and thus continue to be a Community Impact Partner.

### **CRITERIA FOR GOOD STANDING**

A Community Impact Partner considered in good standing must meet all of the following criteria:

- A. The agency is incorporated or chartered under appropriate local, state or federal statutes such as a school district, library district, city entity, community college, and/or state university or government agencies.

OR

Maintains its recognition by the Internal Revenue Service as an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code as amended, and as a publicly supported organization of the type described in Section 170 (b)(1)(A)(vi) and abides by all applicable policies outlined therein.

- B. Has an independent local board of voting members serving without compensation that has ultimate authority for the organization's service, administration, financing, and stewardship of funds. The board will have provisions for the induction of new members

on a regular, periodic basis and provisions for adequate financial and administrative policies and procedures to assure an effective, economical and efficient operation.

The Community Impact Partner will keep its Board of Directors informed of all UWNCFL policies and issues. The Agency agrees to provide UWNCFL the opportunity to schedule an annual presentation to the Agency's Board of Directors.

The Community Impact Partner's Board of Directors, staff and volunteer management, financial management and service delivery will be evaluated by the following standards. The indicators noted below each standard in this section reflect the minimum requirements necessary to achieve these standards.

1. The Board has developed a clear statement of the Community Impact Partner's overall mission as a service organization and has bylaws, policies and procedures that describe the manner in which the Community Impact Partner's business is conducted. Requirements:
  - The Board has developed the Community Impact Partner's mission statement, bylaws and organization policies and procedures in written form.
  - The bylaws and policy statements are reviewed and updated as needed.
2. The Community Impact Partner's Board is active in setting policy for the organization. Requirements:
  - The Community Impact Partner has policies, procedures and standards to guide it in its decision-making process.
  - Board meetings are scheduled at least four times a year and with sufficient frequency to ensure Board accountability and stewardship.
  - Minutes of Board meetings are written, circulated to the members, and maintained in a file for a period of time specified by the Board.
3. Board members are informed of their responsibilities, including their role in maximizing resource development. Requirements:
  - Board members have been informed, in writing, of their legal accountability/liability for the Community Impact Partner.
  - The Community Impact Partner has an established orientation process for new Board members as well as an ongoing training program for all Board members.
  - All Board members, with the exception of the Community Impact Partner's Chief Executive Officer, serve without financial compensation.

- Board members understand the importance of their obligation to maximize resource development fundraising for the Community Impact Partners.
4. The Board is active in planning and evaluating the Community Impact Partner. Requirements:
- The Community Impact Partner has a written long-range plan and/or strategic plan addressing the organization's financial stability and mission-based programmatic goals and objectives.
  - The Board or one of its committees meets to formulate and evaluate the achievement of organizational mission, vision, goals and objectives.
5. The Board ensures that the Community Impact Partner complies with all applicable laws and regulations. Requirements:
- The Articles of Incorporation have been properly filed.
  - The Community Impact Partner has received its tax-exempt 501(c)(3) status from the Internal Revenue Service and has maintained such status.
  - The Community Impact Partner has licenses for the operation of programs that require them.
  - The Board has adopted procedures to ensure regulatory compliance with all applicable local, state and federal rules, regulations and contract provisions.
  - The Community Impact Partner has met all governmental reporting requirements in a timely manner.
- C. The organization files a form 990 or 990EZ annually, as required. Has an annual financial audit or review performed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards and Government Auditing Standards, if applicable, resulting in the issuance of financial statements in accordance with Generally Accepted Accounting Principles. Management letters must be included along with the Audit. If an organization's total revenue is less than \$500,000, a compilation audit or review of the financial statement is acceptable (FL Ch. 496.407).
- D. Maintains written policies on reserve accounts and/or endowments, if applicable
- E. Is issued an unqualified opinion for the agency's financial statements.

- F. Does not have significant ongoing financial deficits and/or has evidence of financial support or a board or voting members' approved plan to ensure that the Community Impact Partner continues in operation and meets its obligations and commitments.
- G. Maintains appropriate records to enable the organization to make regular assessments of its financial condition, the volume and effectiveness of its services and accountability to the organization's constituency, and its sources of support in the community at large.
- H. Maintains an Equal Employment Opportunity Policy in writing as required by governmental funding sources.
- I. Maintains a Non-discrimination Policy in writing that outlines how the organization does not discriminate in hiring, service delivery or volunteer services on the basis of race, religion, gender, sexual orientation, national origin, age, or disability.
- J. Has adopted procedures to ensure regulatory compliance with all applicable local, state and federal laws, ordinances and regulations in the provision of service, selection of board and volunteers, and employment of staff.
- K. Maintains appropriate insurance coverage, which includes indemnification of UWNCFE.
- L. Is free of any reasonable suspicion of the misuse of funds, engagement in unethical or illegal practices, or violation of applicable laws. Should a situation arise, the Community Impact Partner will report to UWNCFE any legal proceedings commenced against or involving the organization, staff, or member of the board of directors.
- M. Is free of any significant non-compliance issues for other funding sources.
- N. Has a clearly stated organizational purpose consistent with the mission of UWNCFE, and is working within one of our four impact areas of Education, Financial Stability, Health and Immediate Needs.
- O. Provides its services to residents within UWNCFE's six county areas of Alachua, Bradford, Dixie, Gilchrist, Levy, and Union Counties.
- P. Fosters cooperation, coordination and collaboration with other local human service organizations to periodically assess community needs, seek solutions, including the expansion or modification of services provided by the Community Impact Partner, and prevent duplication of efforts.

- Q. Agrees to share data with UWNCFL and other partners as permissible to engage in community-wide planning, monitoring, and reporting. Community Impact Partners receiving funding are required to submit on-time quarterly reports.
- R. Continuously evaluates program services and incorporates improvements as needed to achieve stated outcomes. All Community Impact Partners are expected to provide the highest quality services possible with the well-being of the client as the highest priority for all programs. The Community Impact Partner must communicate to UWNCFL any inability to deliver high quality services upon recognition thereof. The Community Impact Partner recognizes that it is the intent of UWNCFL to ensure that Community Impact Partners maintain a mission and programs in line with UWNCFL's mission. As a Community Impact Partner, performance is based on the terms of this agreement. The Community Impact Partner also agrees to immediately notify UWNCFL regarding any legal, financial, or organizational matters or changes, including controversial events or issues, which may affect the Community Impact Partner's ability to operate and/or deliver services.
- S. Maintains up-to-date listings with UWNCFL's 2-1-1 Resource Referral Line and assists in promoting 2-1-1 to the community at large by distributing materials, displaying posters, providing a link to 2-1-1 on agency website, and/or listing 2-1-1 in electronic/print newsletters.
- T. Participates in the annual UWNCFL campaign in one or more of the following ways:
1. Conducts an annual UWNCFL workplace campaign to be completed by June 30th of each calendar year, which includes presentations made by a UWNCFL staff member.
  2. Identifies a Client Ambassador or candidate for UWNCFL's Speakers Bureau to aide in the marketing and promotion of UWNCFL's mission.
  3. Supports volunteer opportunity requests for individuals, community Days of Action and/or United Way Express bus tours.
  4. Refers workplaces or small businesses to UWNCFL to participate in the campaign.
- U. Applies for all federated campaigns under the UWNCFL federation unless specific requirements cannot be met and follow the application schedule set by UWNCFL for all campaigns. Applies for UF Campaign for Charities (UFCC) as a UWNCFL agency.

- V. Attends any relevant training session for Community Impact Partners and is available for speaking engagements to support the UWNCFL campaign efforts.
- W. The Chief Executive Officer or Executive Director attends all mandatory meetings called by UWNCFL. He/she attends at least 75% of regularly scheduled Community Impact Partner meetings as set by UWNCFL. Additionally, Partners may be asked to attend meetings deemed necessary to improve reporting and efficiency of funded programs.
- X. Programs under the auspices of a school district, library district, city entity, community college, and/or state university or government agencies are eligible to apply for an exception to any of the above criteria. Requests for exceptions should be made in writing and offer a detailed explanation of why the program does not adhere to the stated stipulations.
- Y. Co-brand all funded program-specific print material, electronic and other collateral tools including, but not limited to, client forms and handouts, stationery, webpages, brochures, invitations, posters, blogs, articles, public service announcements, social media posts, etc. with UWNCFL logo. Identify UWNCFL as a funder in your annual report, in community presentations, and any other situations in which funders for your organization are identified. Please contact us to obtain high resolution files as modifications to the UWNCFL logo are strictly forbidden. Exceptions will be considered in cases where materials were pre-printed before recognition as a "Funded Partner" was received.
- Z. Display the UWNCFL logo in places of operation visited by customers/clients where the funded program(s) take place, including the use of a UWNCFL window cling to be provided by UWNCFL.
- AA. Agree and adhere to UWNCFL's Memorandum of Agreement (MOA) upon receipt of funding. Quarterly reports through e-CImpact and biannual expense reports must be provided to illustrate the use of UWNCFL funds and metrics for success.

### **III. Campaign Standards for Impact Partners**

#### **A. UNITED WAY CAMPAIGN**

It is expected that all Community Impact Partners will actively participate in the annual UWNCFL campaign, immediately upon becoming a Community Impact Partner. A Community Impact Partner will permit its name to be used by UWNCFL in connection with its campaign. It is also expected that UWNCFL will be informed of any contributions received by the Community Impact



Partner which, in the judgment of the Community Impact Partner, are generated by the UWNCFL campaign. Contributions can include monetary donations, corporate sponsorships, and in-kind services. Community Impact Partners will embrace a culture of philanthropy encouraging donors to support the campaign for the greater good of all.

#### **IV. United Way of North Central Florida Commitments**

UWNCFL commits to its Community Impact Partners that it will, to the best of its ability:

- A. Organize, direct and conduct an aggressive and cost-effective annual UWNCFL campaign, which reaches segments of the community and maximizes unrestricted giving and commitment to the voluntary system to support local health and human services, programs, collaborations or other special initiatives designed to address community needs.
- B. Establish an annual fundraising goal with due regard for the community's needs, community fundraising climate and local economy.
- C. Allocate and award campaign proceeds through systems that honor donor-restricted contributions, encourage opportunities for collaboration and cooperation among service providers, and use a representative group of responsible citizen volunteers to assess the community's needs and the Community Impact Partner's capacity to effectively deliver services.
- D. Promote UWNCFL Community Impact Partners through its development and communication activities.
- E. Provide technical assistance within available resources and expertise, in such areas as resource development and evaluation, outcome measurement, agency management, finance, fundraising and marketing.
- F. Provide a variety of supportive services aimed at increasing the capacity of the human service system to respond to community needs which may include, but not be limited to, UWNCFL 2-1-1 information and referral services, advocacy, community initiatives, collaboration building, and health and human service planning and research.
- G. Conduct a periodic investigation and analysis of the health and human service needs of the region.



- H. Promote volunteerism and the importance of the system of voluntary not-for-profit services in the enhancement of the quality of life in our community.

## V. Revenue Generating Activities

UWNCFL seeks to maximize the total dollars available to address the needs of our community. UWNCFL encourages Community Impact Partners to develop revenue-generating activities that do not compete with or jeopardize the local UWNCFL campaign. Therefore, UWNCFL encourages collaboration between the Community Impact Partner and UWNCFL to generate funds that will help meet the health and human service needs of our community.

The following policies are designed to maintain the strongest possible annual UWNCFL campaign and allow the Community Impact Partner the flexibility to conduct their own essential fundraising activities.

- A. The Community Impact Partner is encouraged to develop and implement a diverse revenue stream that should include the following types of activities:
  - 1. fees for service
  - 2. governmental grants
  - 3. special events fundraising
  - 4. independent foundation gifts
  - 5. bequests, legacies and other deferred gifts
  - 6. out-of-area contributions
  - 7. year-round sales of Community Impact Partner's products
  - 8. donated gifts-in-kind
  - 9. internet fundraising
  - 10. unsolicited gifts
  
- B. Community Impact Partners are expected to partner with UWNCFL in the ways described earlier in Sections II and III. Community Impact Partners may not:
  - 1. Conduct direct employee workplace-based campaigns for any other organizations (outside of raising funds within their organization to benefit only their organization) at any time during the year.
  - 2. Participate in federated campaigns at any time during the year, other than those done in conjunction with UWNCFL.
  - 3. **Publicly malign UWNCFL staff, board or organization for any reason, including decisions regarding funding, appeals or compliance.**

C. If a Community Impact Partner fails to comply with the requirements listed above, the appropriate volunteer committee will evaluate the Community Impact Partner's non-compliance, taking into consideration relevant factors. The committee may issue a written reprimand or may recommend a sanction that may include, but is not limited to:

1. Suspension of allocation payment(s)
2. Termination of Agreement

## **VI. Donor Designation Program**

UWNCFL's Donor Designation Program was created by UWNCFL Board of Directors to provide individuals with the option of directing part or all their contributions to other United Ways or to specific eligible agencies, programs and causes.

## **VII. Fiscal Agent Agreements**

UWNCFL's serves as the Fiscal Agent for the University of Florida Campaign for Charities (UFCC). UWNCFL's role is to collect and distribute directed funds to local, national and international agencies in accordance with campaign policies. UWNCFL has no role in setting policies or guidelines for the aforementioned campaign.

## **VIII. Sanctions for Non-Compliance**

UWNCFL reserves the right to suspend partnership with a Community Impact Partner during the term of this agreement in instances in which this agreement is violated and/or until the violation is corrected. Additionally, UWNCFL may terminate this agreement immediately if, in the opinion of UWNCFL, the Community Impact Partner mismanages or makes improper use of funds.

- A. Affiliates who are not complying with the provisions set forth in this agreement may be subject to progressive action to alleviate the compliance issue, beginning with a phone call to the Community Impact Partner's Chief Executive Officer, noting the violation, expected corrective action and time-frame for such.
- B. If the time-frame to correct the violation expires without a resolution, UWNCFL's President & CEO will send written notice of the violation to the Community Impact Partner's Chief Executive Officer and Chief Board Officer, as well as to the Chief Board Officer of UWNCFL. Within five (5) days of receiving this notice, the Community Impact Partner's Chief Executive Officer must rectify the situation and/or submit in writing the

intended corrective action plan, including time-frame, to UWNCFCL.

- C. If the violation and/or concerns are not resolved within the time-frame noted above, UWNCFCL President & CEO will address the issue through a letter to the Community Impact Partner's Chief Board Officer, with a copy of the letter sent to the Community Impact Partner's Chief Executive Officer and all members of UWNCFCL Board of Directors. The Community Impact Partner will have 30 days to address and/or rectify the situation. In cases of major violations, UWNCFCL at its sole discretion, may extend the time for the Community Impact Partner and board to address the concerns.
- D. After 30 days of non-response or unacceptable corrective action, the process for terminating the Community Impact Partner's affiliation with UWNCFCL may be initiated.

## IX. Termination of Partnership Agreement

In its stewardship role, UWNCFCL assures investors that their contributions are distributed for needed services and used in the most effective and efficient manner and that Community Impact Partners are well vetted. UWNCFCL is also cognizant of the autonomy of Community Impact Partners and their volunteer resources. These broad responsibilities are translated into policies and agreements. **All Community Impact Partners are reviewed periodically for compliance with these policies and the terms of agreement.** These reviews may disclose issues serious enough to warrant consideration of probation, or termination of the partnership.

### A. CRITERIA FOR TERMINATION

Events leading to Termination of Agreement include, but are not limited to, the following:

1. Voluntary withdrawal by the Community Impact Partner from a UWNCFCL contract, as submitted in writing. If a Community Impact Partner wishes to withdraw from the partnership, they may do so at any time. However, if the request is made after July 1st; it may not be feasible to remove the Community Impact Partner from UWNCFCL literature or federated campaigns until the end of the current fiscal year.
2. Material non-compliance with the terms of UWNCFCL's Policies & Procedures or other agreements entered with UWNCFCL.
3. Determination that the programs supported by the Community Impact Partner no longer provide service(s) appropriate for UWNCFCL support.
4. Lack of service delivery to client population.
5. Failure to provide for the health and safety of Community Impact Partner's clients and/or employees.
6. Lack of leadership and direction by Community Impact Partner's Board of Directors.

7. Severe ongoing financial deficits, with a lack of evident financial support or a Board-approved plan to ensure that the Community Impact Partner continues in operation and meets its obligations and commitments under the agreement.
8. Determination that any director, officer, employee or agent of the Community Impact Partner, acting in an official capacity with respect to the Community Impact Partner, has or may have violated any law that applies to the operation or maintenance of the Community Impact Partner.
9. Failure to follow requirements or recommendations of UWNCF, or any licensing or governmental bodies.
10. Failure to correct deficiencies identified by UWNCF.
11. Engaging in activities that fail to support the mission or image of UWNCF or that create negative publicity or a harmful perception of UWNCF.
12. Reasonable suspicion of the misuse of funds.
13. Engagement in unethical or illegal practices.
14. Violation of applicable laws.
15. Loss of tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.
16. Engagement in activities that jeopardize the provision of funding or services to our community.
17. Failure to comply with United Way Branding requirements.
18. Failure to comply with the requirements as outlined under the United States Patriot Act.
19. Failure to comply with the requirements as outlined under the Sarbanes-Oxley Act.
20. Willful misrepresentation by the Community Impact Partner of material fact(s) that had a bearing upon UWNCF's partnership decision.

## B. PROCESS FOR TERMINATION

1. Once concerns are raised about the Community Impact Partner's compliance with applicable policies and procedures, terms of Agreement or the above criteria, the appropriate UWNCF committee will examine the situation. UWNCF reserves the right to contact, share, and/or compare information with other funders. The UWNCF committee, through the President & CEO of UWNCF, will notify the Community Impact Partner in writing of UWNCF's concerns and request a meeting with the Community Impact Partner's representatives, including appropriate Community Impact Partner's staff and Board members.
2. During this meeting, the UWNCF committee and UWNCF's President & CEO will explain United Way's concerns and hear the Community Impact Partner's responses. A remediation or compliance plan and a timetable for remedying identified problems, deficiencies, or concerns will be developed by the Community Impact Partner. The remediation or compliance plan will be communicated to the UWNCF committee for

review. A decision will be communicated to the Community Impact Partner in writing. The Community Impact Partner will have up to 30 days from the receipt of this written notice to agree in writing to immediately commence implementation of the plan.

3. If the Community Impact Partner does not comply with the provisions of the plan, fails to submit the appropriate documentation, or is unable to reach the agreed-upon outcomes within the established time period under the remediation or compliance plan, the committee may recommend placement of the Community Impact Partner on probation until satisfactory progress with implementation of the plan has been achieved.
4. Termination of the partnership shall be considered if the Community Impact Partner fails to take positive remedial actions to satisfy the identified problems, deficiencies, or concerns. If termination is recommended by the committee, the Community Impact Partner will be notified in writing and will have 30 days from receipt of the letter to file a written appeal.
5. The committee will review the Community Impact Partner's appeal and determine whether or not to proceed with termination procedures. The committee has 45 days from the date of their decision to submit a recommendation for termination to UWNCFL Board of Directors. The UWNCFL Board will address the termination at its next scheduled meeting. The Community Impact Partner will be notified of the Board's decision within five (5) working days.

### C. UNITED WAY OF NORTH CENTRAL FLORIDA LOGOS AND IDENTIFICATION

Upon termination of the Agreement for any reason, the Community Impact Partner must immediately cease use of all UWNCFL logos and materials that designate the Community Impact Partner as partnered with UWNCFL. In light of costs, Community Impact Partners may not be removed from current campaign materials if termination occurs during peak campaign season.

## X. Charitable Purposes

Nothing in this Agreement shall be interpreted to require UWNCFL to distribute funds to a Community Impact Partner for any purpose.

## XI. Indemnification

**To the extent provided by law, the Agency agrees to have the appropriate insurance coverage to indemnify and hold harmless UWNCFL from liability on account on any injuries, damages, omissions, commissions, actions, causes of actions, claims, suits,**

**judgments and damages accruing, including court costs and attorney's fees, as a result of services performed or not performed, or any negligent act by the Community Impact Partner, or any action arising out of the partnership agreement.**

## **XII. Amendments**

The policy of UWNCFL is to apply the spirit of this document uniformly to all Community Impact Partners and to consider requests for modification of a specific element's application for a specific Community Impact Partner. While there is no intention to make exceptions to the spirit of the policies and procedures outlined in this manual, it is reasonable to anticipate that among the many participating organizations of varying size, location, program and level of UWNCFL support, a few accommodations may need to be considered.

### **A. CONSIDERATION OF AMENDMENTS**

UWNCFL Board of Directors will consider amending a Memorandum of Agreement (MOA) with a Community Impact Partner for such accommodations in relation to the following criteria:

1. Uniqueness of circumstance(s).
2. Feasibility of granting the same accommodation to other Community Impact Partners in similar circumstances.
3. Impact of the accommodations on UWNCFL's objectives in maintaining effective community partnerships.

### **B. PROCESS FOR REQUESTING AN AMENDMENT**

1. To request consideration of an amendment to any part of a MOA with UWNCFL, the Community Impact Partner's Chief Executive Officer must make clear the grounds for an exception in a letter addressed to UWNCFL's President & CEO. In this letter, specific reasoning for why this accommodation is requested, along with anticipated effects on UWNCFL, should be clearly outlined in detail.
2. UWNCFL's President & CEO will review the Community Impact Partner's request and formulate a recommendation to be presented to the United Way Board of Directors for final approval. The recommendation may be approval of the request, with or without contingencies, denial of the request, or a suggestion for the Community Impact Partner to alter their plan of action so as to not violate any agreements or contracts with UWNCFL.
3. UWNCFL Board of Directors' decision will be communicated by UWNCFL's President & CEO in writing to the Community Impact Partner's Chief Professional Officer within ten (10) days of UWNCFL Board of Directors decision.
4. Any Community Impact Partner that does not receive approval from UWNCFL Board of Directors and proceeds with prohibited actions lacking UWNCFL's approval shall be



considered in direct violation of contract and subject to sanctions for non-compliance, as outlined in the Policies & Procedures manual.

### **XIII. Other Standards**

UWNCFL requires adherence to the policies and procedures outlined in each of the following:

#### **A. Sarbanes-Oxley Act**

The Sarbanes-Oxley Act was signed into law on July 30, 2002 and introduced highly significant legislative changes to financial practice and corporate governance regulation. It introduced stringent new rules with the stated objective: “to protect investors by improving the accuracy and reliability of corporate disclosures made pursuant to the securities laws”. The Act covers corporate governance, financial reporting standards and record keeping and is intended to promote corporate honesty and improve investor confidence in the financial markets. It also introduced a number of regulations that govern the practices of non-profit organizations.

Non-profit organizations are required to have an independent and competent audit committee which will hire, set compensation and oversee the auditing firm’s activities. The committee is also responsible for setting the rules and processes for complaints concerning accounting and internal control practices. Included in the Act are also a series of policies governing the issuance of audited financial statements.

The Act makes it a crime to alter, cover up, falsify or destroy any documents (or persuade someone else to do so) to prevent their use in an official proceeding. Intentional document destruction must be turned into a process that is monitored, justified and carefully administered.

The Act also provides new protections for whistle-blowers and criminal penalties for actions taken in retaliation against whistle-blowers.

For more information, visit [www.sarbanes-oxley-forum.com](http://www.sarbanes-oxley-forum.com)

#### **B. HIPAA**

HIPAA is the acronym for the Health Insurance Portability and Accountability Act of 1996. The Centers for Medicare and Medicaid Services (CMS) is responsible for implementing provisions of HIPAA.

The Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) require the Department of Health and Human Services to establish national standards for electronic health care transactions and national

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UNITED WE WIN.

LIVE UNITED



United Way  
of North Central Florida

identifiers for providers, health plans, and employers. It also addresses the security and privacy of health data. Adopting these standards will improve the efficiency and effectiveness of the nation's health care system by encouraging the widespread use of electronic data interchange in health care.

### **C. United States Patriot Act**

The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act, or USAPA) introduced legislative changes which increased the surveillance and investigative powers of law enforcement agencies in the United States. President Bush signed the final bill, the USA PATRIOT Act, into law on October 26, 2001.





## XIV. Acknowledgement of Community Impact Partner Policies and Procedures Manual

By signing below, all parties acknowledge receipt of UWNCFL’s Community Impact Partner Policies and Procedures manual. Parties understand it is their individual responsibility to read, review and comply with all its provisions.

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Agency Executive Director/CEO Signature      Agency Board Chair/President Signature

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Print Name      Print Name

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Date      Date

Please return signed copy to:

United Way of North Central Florida  
6031 NW 1<sup>st</sup> Place  
Gainesville, FL 32607  
Fax: 352-331-2111  
Email: [rbrown@unitedwayncfl.org](mailto:rbrown@unitedwayncfl.org)