

2019-2022 UNITED WAY OF METROPOLITAN DALLAS

MULTI-YEAR SERVICE PROVIDER CONTRACT

Between

(“United Way Service Provider”,
hereinafter referenced as “Service Provider”)

and

United Way of Metropolitan Dallas
(hereinafter, “United Way”)

Definition of a United Way Service Provider:

By definition, an organization that receives United Way Community Impact Grants¹ and signs the United Way Multi-Year Service Provider Contract (hereinafter, the “MYSP Contract”) is a United Way Service Provider. The requirements of a United Way Service Provider are defined in this MYSP Contract.

Purpose:

This MYSP Contract outlines the formal three (3) year relationship between the Service Provider and United Way. Significant commitments made mutually and by each party are included in this document and in related policies and procedures. In addition, there are many informal and cooperative ways in which the Service Provider and United Way may work together to make measurable impact toward our 10-year community goals in Education, Income, and Health.

Philosophy:

United Way’s investment goals are to create measurable improvements in our service area by granting funds to organizations that are the most effective and efficient health and human service providers. United Way respects the work and expertise of these organizations and encourages Service Providers to work together and with United Way to achieve the maximum benefit to our community. United Way strives to maintain accountability to contributors who support the work.

1. The Service Provider and United Way each agree to:

- (a) Maintain our respective statuses as a 501(c)(3).
- (b) Work together to increase the community’s understanding, appreciation, and support of the delivery of health and human service programs.
- (c) Where possible, promote a positive public image of the other in media, public speaking, and other public relations efforts. Service Provider and United Way representatives will refrain from public criticism or negative comments regarding either organization’s staff, volunteers, activities, or the amount of Service Provider’s United Way grant funding.

¹ United Way Community Impact Grant references funding awarded to a Service Provider in support of a specific program. Designations distributed to a Service Provider through United Way are **NOT** considered United Way Community Impact Grants, but **ARE** considered United Way Funding. Additional requirements for Service Providers receiving United Way Initiatives and Projects funding are covered in a separate agreement, the United Way Performance Expectations Agreement.

- (d) Maintain open communication and respond to issues of concern that could impact the relationship. Each will keep the other informed regarding issues affecting program delivery, organizational financial stability, or significant changes in executive management and/or board governance.
- (e) Provide collaborative and inclusive services to our diverse community.
- (f) Have policies in place and abide by all applicable laws regarding equal opportunities and non-discrimination for employment practices and services to clients.
- (g) Maintain volunteer governing bodies that meet regularly to establish policy and to exercise responsibility for the organization's administration and financial management.
- (h) Comply with all applicable laws and regulations.
- (i) Abide by the following clause: If either party's performance of obligations under this MYSP Contract is materially hampered, interrupted, or interfered with by reason of any fire, casualty, lockout, strike, labor conditions, unavoidable accident, riot, war, or act of God, or by the enactment, issuance, or operation of any municipal, county, State, or federal law, ordinance or executive, administrative, or judicial regulation, order or decree, or by any local or national emergency, the affected party or parties shall be excused from performance of this MYSP Contract from the inception to the conclusion of the referenced event (as outlined in Section 1(i) of this MYSP Contract). The dates of the inception and conclusion of the referenced event (as outlined in Section 1(i) of this MYSP Contract) must be agreed upon between United Way and the Service Provider as soon as both parties have the means to communicate.

2. United Way agrees to:

- (a) Promote Service Provider as an organization receiving certain funds provided from the annual campaign, subject to the terms of this MYSP Contract.
- (b) Provide United Way Community Impact Grant funding to the Service Provider, as approved by the Board of Directors of United Way ("Board of Directors"), and subject to the terms and conditions of this MYSP Contract.
- (c) Conduct a fundraising campaign annually throughout the four-county United Way region with the objective of realizing maximum public support for the benefit of the community.
- (d) Recognize the corporate autonomy and responsibility of the Service Provider's governing board of directors to determine its own policies and manage its own services.
- (e) Safeguard program and financial information provided by participating Service Providers.
- (f) Work collaboratively with the Service Provider, community partners, and/or other funders to support the Service Provider and maximize its impact on the community. United Way will keep the Service Provider abreast of such efforts.
- (g) Act as a responsible steward of funds contributed to United Way by submitting financial records to an annual audit by an independent licensed accountant.
- (h) Provide oversight and accountability for funds raised, and funds distributed.
- (i) Pay to Service Provider designated funds that are received through the United Way annual campaign in accordance with the procedures and policies of United Way, and subject to the terms and conditions of this MYSP Contract.

3. The Service Provider Agrees to:

- (a) Use United Way Community Impact Grant funds solely for the Service Provider's own charitable, health, or human service programs during the term of this MYSP Contract as outlined in Service Provider's grant award communication from United Way.
- (b) Facilitate, on an annual basis, engagement of volunteers, donors, and motivate audiences to the United Way call to action - Unite: Donate, Advocate, Volunteer. To further these goals, the Service Provider shall:

- i. Attend training for, and if asked, participate in the following to promote **unrestricted gifts to United Way of Metropolitan Dallas**:
1. Speak on behalf of United Way at company events and/or campaign presentations
 2. Host a tour at your organization and/or host a volunteer project
- (c) Cooperate with and actively support the mission and reputation of United Way. Service Providers are not required to, but are strongly encouraged to conduct an internal United Way campaign. When conducting a United Way fundraising campaign within your organization, encourage the members of your governing Board, staff, and constituents, to contribute, to volunteer their services, and to assist with other campaign activities.
- (d) Acknowledge contributors to United Way of designated funds for Service Provider/Service Provider's project in a timely manner. United Way is responsible for sending tax acknowledgements to contributors. Service Providers should not send a separate tax acknowledgement.
- (e) Abide by the terms of United Way's limited, non-transferable, nonsublicenseable, personal, nonexclusive right and license during the term of this Contract to use the United Way logo, subject to and in accordance with United Way's Brand Identity Guidelines, available at <https://unitedwaydallas.org/uwmd/resources/category/logos-and-branding/> and which may be modified and/or terminated by United Way at any time.
- i. The Service Provider shall state in promotional communications and at their public events (which can include, but is not limited to, news releases, brochures, printed and web-based collaterals, Service Provider websites, UW logo links on Service Provider websites, social media, advertisements, press releases, and annual reports) that they are a United Way Service Provider.
 - ii. The Service Provider shall place a United Way sign, provided by the United Way, by the front door of their primary office. If the location of your primary office is confidential for the privacy and safety of your clients, please notify Melody Boatwright via email, mboatwright@unitedwaydallas.org.
- Agree that the Service Provider, their staff, and volunteers shall not solicit direct designations in any way through the United Way Annual Workplace Campaign at any time, with the exception of the Combined Federal Campaign (CFC), State Employee Charitable Campaign (SECC), and/or Dallas Charitable Campaign (DCC) engagements.
- (f) Operate programs in a manner consistent to information communicated to United Way and report on those programs supported by United Way Community Impact Grants.
- a. In return for receiving United Way grant funding and for programs supported by United Way, the Service Provider agrees to the Monitoring Expectations and Reporting Requirements as detailed in Section 5 of this MYSP Contract.
 - b. The Service Provider must report program and information regarding major operational changes, and/or significant events or issues regarding grant funding or the program that is grant funded ("Stewardship")² immediately upon the occurrence of such change, event or issue, and otherwise as requested by United Way.

² For purposes of this Contract, Stewardship shall include, but not be limited to, merger, changes in the board of directors of the Service Provider, changes in the executive staff of the Service Provider, including the Chief Executive Officer,

- c. Any material change in the operation of a program that is grant funded will be reported to United Way in a timely manner, with continued United Way Community Impact Grant funding for that program subject to approval of the changes.
- (g) Provide in a timely and complete manner all information requested by United Way. Answer any additional questions and attend any meetings requested by United Way.
- (h) Assume sole financial responsibility for its affairs, including all debts, obligations, and deficits of any kind or nature that Service Provider may incur. Service Provider should take into consideration that the final amount of United Way grant funding disbursed to Service Provider may be adjusted at any time as provided in this MYSP Contract.

4. Indemnity and Insurance Requirements

- (a) Provide in a timely and complete manner all information requested by United Way. Answer any additional questions and attend any meetings requested by United Way.
- (b) SERVICE PROVIDER AGREES TO RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS UNITED WAY AND EACH OF ITS OFFICERS, AGENTS, ATTORNEYS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS AND ASSIGNS, BOTH IN SUCH PARTY'S CAPACITY AS AN OFFICER, AGENT, ATTORNEY, DIRECTOR, REPRESENTATIVE, EMPLOYEE, SUCCESSOR OR ASSIGN OF UNITED WAY, AS THE CASE MAY BE, AND INDIVIDUALLY (TOGETHER WITH UNITED WAY, THE "UNITED WAY GROUP"), FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DEMANDS AND LIABILITIES OR CAUSES OF ACTION (INCLUDING ATTORNEYS' FEES) OF EVERY KIND AND CHARACTER, FOR INJURY OR DAMAGE TO ANY PERSON, ENTITY, OR PARTY, OR FOR INJURY OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY OF ANY KIND OR CHARACTER, ASSERTED BY ANY THIRD PARTY OR GOVERNMENTAL OR TRIBAL AUTHORITY AND ARISING OUT OF, RELATING TO, IN CONNECTION WITH, OR IS INCIDENTAL TO, THE SERVICES PROVIDED BY SERVICE PROVIDER, REGARDLESS OF THE CAUSE OF SUCH INJURY, DAMAGE, OR DESTRUCTION, AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, THE NEGLIGENCE OF ANY MEMBER OF THE UNITED WAY GROUP (BE IT SOLE, JOINT, ACTIVE, OR PASSIVE), BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER LEGAL FAULT OF ANY MEMBER OF THE UNITED WAY GROUP; AND SERVICE PROVIDER SHALL FULLY DEFEND ANY SUCH CLAIM, DEMAND OR SUIT AT ITS SOLE EXPENSE, EVEN IF THE SAME IS GROUNDLESS.
- (c) SERVICE PROVIDER AGREES TO RELEASE, PROTECT, DEFEND, INDEMNIFY, HOLD HARMLESS AND DEFEND THE UNITED WAY GROUP FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DEMANDS AND LIABILITIES OR CAUSES OF ACTION (INCLUDING ATTORNEYS' FEES) OF EVERY KIND AND CHARACTER, IN FAVOR OF ANY PERSON, ENTITY, OR PARTY, FOR INJURY OR DAMAGE TO SERVICE PROVIDER OR EACH OF ITS OFFICERS, AGENTS, ATTORNEYS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS AND ASSIGNS, BOTH IN SUCH PARTY'S CAPACITY AS AN OFFICER, AGENT, ATTORNEY, DIRECTOR, REPRESENTATIVE, EMPLOYEE, SUCCESSOR OR ASSIGN OF SERVICE PROVIDER, AS THE CASE MAY BE, AND INDIVIDUALLY (TOGETHER WITH SERVICE PROVIDER, THE "SERVICE PROVIDER GROUP"), OR FOR INJURY OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY OF ANY KIND OR CHARACTER OF ANY MEMBER OF THE SERVICE PROVIDER GROUP, WHICH INJURY, DAMAGE, OR DESTRUCTION ARISES OUT OF, RELATES TO, IS IN CONNECTION WITH, OR IS INCIDENT TO, THE SERVICES, REGARDLESS OF THE CAUSE OF SUCH INJURY, DAMAGE, OR DESTRUCTION, AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY

Executive Director and/or the Chief Financial Officer or equivalents, elimination of any program, the loss of a major funder other than United Way, tax issues, or significant changes in or loss of insurance coverages. Stewardship also shall incorporate any and all policies and procedures in effect at United Way with respect to such matters.

A PRE-EXISTING DEFECT, THE NEGLIGENCE OF ANY MEMBER OF THE UNITED WAY GROUP (BE IT SOLE, JOINT, ACTIVE, OR PASSIVE), BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER LEGAL FAULT OF ANY MEMBER OF THE UNITED WAY GROUP; AND SERVICE PROVIDER SHALL FULLY DEFEND ANY SUCH CLAIM, DEMAND OR SUIT AT ITS SOLE EXPENSE, EVEN IF THE SAME IS GROUNDLESS.

- (d) Service Provider shall notify United Way immediately upon the commencement of any litigation against Service Provider where there is any possibility United Way may be made a party thereto.
- (e) The terms and provisions of Subsections A), B), and C) of this Section 8 shall survive indefinitely.
- (f) Service Provider shall at all times during the Entire Term of this Agreement keep in force and effect commercial general liability, professional liability, automobile liability, worker's compensation, and employer's liability insurance policies issued by a company or companies rated A- VII or better by AM Best and authorized to do business in the State of Texas with the following minimum limits of coverage:

i. Commercial General Liability**		
• Each Occurrence		\$1,000,000
• General Aggregate		\$2,000,000
• Products - Comp/Op Agg		\$2,000,000
ii. Professional Liability (D&O/E&O)*		
• Each Occurrence		\$1,000,000
• General Aggregate		\$1,000,000
iii. Automobile Liability		
• Combined Single Limit		\$1,000,000 (if applicable)
iv. Worker's Compensation ⁺		
		Statutory Limits (if applicable)
v. Employer's Liability* (if applicable)		
• Each Accident		\$100,000
• Disease Each Employee		\$100,000
• Disease Policy Limit		\$500,000

*Or such higher limits sufficient for these insurance policies to be scheduled under the Umbrella policy.

⁺ Provide waiver of subrogation in favor of United Way on the Commercial General Liability, Excess/Umbrella Liability, Professional Liability, and Worker's Compensation policies.

- (g) Coverage afforded shall apply as a primary with United Way named as an additional insured on all policies. United Way shall be given 30 days advance written notice of any cancellation or non-renewal of any policies during the entire term of this MYSP Contract.

- (h) Service Provider shall not discontinue or change liability insurance policies in effect during any part of the entire term of this MYSP Contract without buying “tail end” insurance to cover potential claims that may have occurred during the entire term of this MYSP Contract.
- (i) Upon execution of this MYSP Contract, Service Provider shall furnish United Way with a certificate of insurance, showing evidence of the above requirements.

5. Monitoring Expectations and Reporting Requirements for programs receiving United Way Multi-Year Grant(s).

- (a) United Way collects reports (data and documentation) from Service Providers at least two times (Mid-Year, January and Year-End, July) per funding year (2019-2020, 2020-2021, and 2021-2022). The following information is collected annually:
 - i. **Annual Stewardship Reporting Requirements for All Organizations. Organizations must provide annually the most up-to-date information as follows at the Mid-Year, January:**
 - 1. Independent Audit
 - 2. Management Letter, if applicable.
 - 3. Form 990
 - 4. Board Roster
 - 5. USA PATRIOT Act Compliance Form
 - 6. Disclosure Form
 - 7. Unaudited Financial Statements
 - 8. Agency Operating Budget
 - 9. IRS Determination Letter, if a new one was issued by the IRS
 - ii. Year-End, July affirmative statement of Stewardship standing and Unaudited Financial Statements
- (b) This important information allows us to communicate with the community-at-large, donors, grantors, and the Board of Directors about the value of their investments and the work of our Service Providers. The monitoring and reporting requirements are as follows:
 - i. **Mid-Year and Year-End Reports.**
 - 1. United Way will notify all Service Providers of the due date for the Mid-Year and Year-End Reports on an annual basis. Notification will be made by email to the Executive Director/CEO and Program Director for each funded program of record³. A report for each funded program must be completed.
 - 2. All reports must be completed and submitted using United Way’s e-CImpact online system. Instructions for accessing, completing, and submitting reports will be available in the e-CImpact Resource Center.
 - ii. **Changes to Outcomes**
 - 1. Program-specific outcomes results will be reported by the Service Provider and United Way will review Mid-Year (January) and Year-End (July) for each funding year (2019-2020, 2020-2021, and 2021-2022).

³ All notifications to Service Providers, by mail, email or otherwise, will be sent to the Executive Director/CEO and/or Program Contact and/or Board President/Chair “of record.” That is, contact information will be pulled from the Agency Profile, which is the primary form in e-CImpact to which all other forms are linked. Therefore, it is imperative that the e-CImpact Agency Profile information be kept current at all times by the agency.

2. If a program experiences a significant change that necessitates edits in any aspect of the logic model, program-specific outcomes statements, indicators, performance measures, or targets, the program must receive approval from United Way prior to implementing those edits. Contact the United Way Grant Director within 30 days prior to the anticipated change via e-mail.

iii. **Formal and Informal Contacts by United Way Staff and Volunteers**

1. United Way shall be entitled to monitor program performance by conducting formal site visits to observe activities in operation, tour facilities, discuss program progress, and meet program and management staff and volunteer leadership. The Service Provider's United Way Grant Director will contact the Executive Directors/CEOs and/or Program Directors to schedule a site visit. Site visits will be scheduled in advance with Service Providers and will be conducted at a time convenient to the operation of the program. United Way also provides technical assistance at the Service Provider's request and at the direction of Community Impact Volunteers.
 - i. The site visit will include, but is not limited to, discussing program successes, challenges or problems, budget issues, projected targets, outcomes, and performance measures. United Way may also schedule site visits at other times to monitor program success and stability or review data in support of outcome reporting.
 - ii. Informal contacts throughout the year allow United Way to maintain a positive working relationship with Service Providers so that monitoring is not limited to a one-time event. Examples of informal contacts includes sharing best practices, troubleshooting, assisting in fund development planning for scalable models, attendance of United Way staff at funded partner events, e.g., annual meetings and open houses; United Way and Service Provider staff serving on community committees and coalitions; and attendance of Service Provider staff at United Way events, e.g., training, meetings, fundraising, and annual events.

(c) **Training and Technical Assistance on Outcomes Development**

United Way offers training and individualized technical assistance to Service Providers to help them develop, fine-tune, or revise their outcome measurements. At the time of funding, all programs will be assigned a United Way Grant Director who will act as the program's Relationship Manager. The United Way Grant Director will serve as the point of contact for any assistance that the funded program and/or Service Provider may need.

(d) **Use of Data and Materials**

All data, results, and materials submitted to United Way through the proposal and/or reporting processes are considered the property of United Way. United Way reserves the right to aggregate program results with other similar programs to use in marketing and fundraising materials, presentations, and to develop "best practices" materials to be shared with other organizations.

(e) **Questions and Technical Assistance**

Service Providers should contact their United Way Grant Director for assistance with any questions related to reporting requirements.

6. Consequences of Non-Compliance with the MYSP Contract

United Way reserves, in its sole discretion, the right to:

- (a) Withhold, reduce, or cancel payments as well as eliminate United Way Community Impact Grant funding for programs.
- (b) Preclude from application for United Way Community Impact Grant funding until Service Provider is in full compliance with the MYSP Contract, based upon the United Way's determination of a Service Provider's failure to comply with the terms of this MYSP Contract. If a Service Provider is found to be in non-compliance, United Way will notify the Service Provider in writing of its failure to comply with this MYSP Contract before taking disciplinary action.
- (c) Seek a return of grant funding payments previously made to Service Provider.

The foregoing remedies shall be in addition to, and not in substitution for, any other legal or equitable remedies available to United Way.

7. Payment

- (a) All Service Providers must sign up for Electronic Funds Transfer (EFT) in order to receive their United Way grant funding. If your organization does not have EFT currently in place, you must submit a completed EFT Authorization Form and W-9 Form (included as part of your United Way Service Provider Contract Packet) to United Way by **4:00 p.m., June 28, 2019** to set up your EFT or your United Way Community Impact Grant funding will be delayed.
- (b) Monthly EFT of United Way Community Impact Grant funding will be processed/pre-funded around the first business day of each month, to be received by Service Providers no later than the 5th business day of the month and will be prorated at one-twelfth of the total amount for the year.
- (c) Payment of said funds is dependent on the successful completion of United Way's fundraising campaign and upon United Way's receiving payment on pledged amounts consistent with projected uncollectible rates.
- (d) United Way Community Impact Grant funding is contingent upon compliance with terms stipulated in the MYSP Contract and related agreements (if applicable).
- (e) Failure to submit proper reports, audits, or other requested information by the specified deadline will result in suspended payments.
- (f) If an issue arises with the Service Provider's program or the Service Provider itself, sufficient in the sole and absolute discretion of United Way to take action, United Way reserves the right to alter or suspend the Service Provider's United Way grant funding.
- (g) United Way may modify the amount of funds provided to Service Provider in any year of a Multi-Year Grant, based on the amount of funds raised by United Way that year, or due to other reasons that limit the amount of funds available for disbursement. Specifically, after the first six months of the Multi-Year Grant funding (July 2019 to December 2019), all Service Provider United Way Community Impact Grant funding in any year of the Multi-Year Grant are conditional upon United Way's successful collection of pledges from the campaign for that year.
- (h) Service Provider will be notified in writing of any modifications in payments with 30 days prior notice.

8. Acceptance of Grant Funding

- (a) By executing this MYSP Contract, the Service Provider accepts all United Way Community Impact Grant funds as awarded in the United Way Grant Award Letter for the first year (2019-2020) of the Multi-Year Grant. Amounts for the second year (2020-2021) and third year (2021-2022) of the Multi-Year Grant will be communicated to Service Providers annually through the United Way Community Impact Grant Award Announcements that are approved by the Board of Directors. In order for the Service Provider to receive the United Way Community Impact Grant Award, the Service Provider must agree to all United

Way requirements for the accepted United Way Community Impact Grant Awards as outlined in this MYSP Contract.

- (b) If any program requires material changes as a result of the level of United Way Community Impact Grant funding awarded, a written notification must be submitted to United Way outlining the reasons for the changes. Changes to the program and continued United Way Community Impact Grant funding for the program are subject to the approval of the United Way.
- (c) If the Service Provider elects to decline United Way Community Impact Grant funding for a program, a written communication must be submitted to United Way outlining the reasons for declined United Way Community Impact Grant funding.
- (d) Written notifications communicating material changes or declined United Way Community Impact Grant funding should be addressed to:

Ashley Brundage
United Way of Metropolitan Dallas
1800 N. Lamar St.
Dallas, TX 75202
abrundage@UnitedWayDallas.org

9. Communication

Service Providers are encouraged to provide feedback, ask questions, or request meetings concerning their individual situation regarding any aspect of their relationship or interaction with United Way.

10. Mergers

If the Service Provider merges with another 501(c)(3), the Service Provider acknowledges that United Way is not obligated to continue United Way Community Impact Grant funding unless the Board of Directors specifically agree to continue United Way Community Impact Grant funding. The Service Provider must provide written notification to United Way of its intent to merge and provide a timeline for completion of the merger. Once the merger is complete, the Service Provider will be required to sign a new MYSP Contract and provide materials requested by United Way for the organizational entity that results from a merger.

11. Termination

- (a) To terminate this MYSP Contract, either party must give written notice to the other party at least 30 days prior to the intended date of termination.
- (b) In the event of voluntary termination of this MYSP Contract by the Service Provider, in order to preserve unity and common good of the community, both parties expect the process and dialogue to be respectful. Both parties prefer that press releases be written and released upon mutual agreement by representatives from staff and boards of both the Service Provider and United Way, and that other information regarding termination of this MYSP Contract not be released to the media.

12. Governing Law; Entire Agreement; Amendments

The validity of this MYSP Contract and all matters pertaining to this MYSP Contract, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the laws of the State of Texas. This MYSP Contract (including the attachments hereto) constitutes the entire understanding among the Parties, and their respective partners, shareholders, officers, members, directors, trustees and employees, with respect to the subject matter hereof, and supersedes all prior negotiations, discussions and agreements and understandings

related to such subject matter. This MYSP Contract may not be amended or otherwise altered except upon the written agreement of both parties.

13. Patriot Act Compliance Measures

In compliance with the USA PATRIOT (Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism) Act and other counterterrorism laws, the United Way requires that each Service Provider certify the following:

By executing this MYSP Contract, the Service Provider certifies that all United Way funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes, and executive orders.

14. General

- (a) *Notices.* Any notice required or permitted in this MYSP Contract shall be in writing and shall be deemed to have been given when any of the following methods are used and the notice is addressed to the notified party, or such changed address as has been given by that party in a notice which complies with this Section: (i) personal delivery to an authorized representative of the notified party, (ii) United States mail, certified mail, return receipt requested, (iii) facsimile transmission with documentation of receipt, (iv) electronic communication/email or (v) commercial delivery with documentation of receipt.
- (b) *Entire Agreement.* With the exception of the 2019-2020 United Way Annual Service Provider Contract and its addenda (if applicable) and 2019-2020 United Way Initiatives/Projects Performance Expectations Agreements and their addenda (if applicable), this MYSP Contract and its addenda sets forth the entire agreement between the parties regarding the matters herein, and fully supersedes any and all prior agreements or understandings, whether written, oral, implied, or otherwise. Any modification of this MYSP Contract will be effective only if it is in writing and signed by both parties. The Service Provider may not assign any or all of its rights under this Contract without the prior express written consent of United Way in each instance.
- (c) *Assignment.* The Service Provider may not assign any or all of its rights under this Contract without the prior express written consent of United Way in each instance.
- (d) *Headings.* The headings of this Contract are for guidance and convenience of reference only and shall not limit or otherwise affect any of the terms or provisions of this Contract.
- (e) *Severability.* If any provision of this MYSP Contract is held to be unenforceable or invalid for any reason, the remaining provisions will continue in full force and effect with such unenforceable or invalid provision to be changed and interpreted to best accomplish its original intent and objectives.
- (f) *Amendments; Enforcement.* No changes or modifications to or waivers of any provisions of this MYSP Contract shall be effective unless evidenced in writing and signed by both Parties. The failure of either Party to enforce its rights under this MYSP Contract at any time for any period shall not be construed as a waiver of such rights.
- (g) *Attorney fees.* In the event of litigation or arbitration relating to the subject matter of this MYSP Contract, the prevailing Party shall have the right to collect from the other Party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this MYSP Contract.
Assignment. The Service Provider may not assign any or all of its rights under this MYSP Contract without the prior express written consent of United Way in each instance.
- (h) *Financial review.* United Way reserves, in its sole discretion and in accordance with funded agency programmatic requirements and in accordance with applicable law, the right to review financial records in order to ensure that expenditures are within award policies and comply with sponsors programmatic objectives and regulatory cost principles.

14. Independent Contractual Relationship

- (a) It is expressly agreed and stipulated by and between the parties, namely United Way, and the Service Provider, that in executing this MYSP Contract, each remains an independent contractor, and that neither party shall be deemed or construed to be an agent, servant, or employee of the other nor any of their affiliate within the meaning of the Workers' Compensation Act of the State of Texas, any other statute, or under the common law of the State of Texas.
- (b) It is mutually agreed and understood by and between the parties hereto that neither entity shall have right of direction or control over the performance of the MYSP Contract by either party save and except as to the results to be accomplished, and that both parties into this MYSP Contract with the definite and affirmative understanding and agreement that each is entering into the same as an independent contractor controlling only its own movements and operations and/or its own employees, servants, or agents, and reserving unto each said entity all right to control the same, and that both parties hereby surrender all right or claim of right to control the other, the other's employees, servants, or agents in the performance of this MYSP Contract.

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15. Execution:

In order to receive your United Way Community Impact Grant funding, you must submit the complete, signed and dated United Way Service Provider Contract Packet by **4:00 p.m., June 28, 2019** or your United Way grant funding will be delayed.

This MYSP Contract is effective July 1, 2019 to June 30, 2022 and is executed electronically on behalf of United Way and Service Provider by their undersigned representatives who are fully authorized to sign this MYSP Contract.

It is intended by the parties that this MYSP Contract be signed electronically. Print and keep one fully executed copy for your records.

United Way Signatures	
By _____ Name: President and CEO United Way of Metropolitan Dallas	By _____ Name: Chief Financial Officer United Way of Metropolitan Dallas
Date _____	Date _____

Service Provider Signatures	
By _____ Name: _____ President/CEO Service Provider	By _____ Name: _____ Board President/Chair Service Provider
Date: _____	Date: _____