

Funding Agreement

UNITED WAY OF SOUTHERN NEVADA AND [[AGENCY]]

I. OVERVIEW

This Funding Agreement is made and entered into by and between the United Way of Southern Nevada (hereinafter referred to as “UWSN”), whose principal place of business is 5830 West Flamingo Rd., Las Vegas, Nevada, 89103, and the recipient of funds, [[AGENCY]] (hereinafter referred to as “Agency”), whose principal place of business is [[ADDRESS]], [[CITY]], [[STATE]] [[ZIP]].

WHEREAS, UWSN has selected Agency to distribute financial assistance for individuals and families at-risk of and/or experiencing homelessness through the Housing Flex Funds program. The purpose of the partnership formed between UWSN and Agency is to effectively and efficiently utilize funds from the Southern Nevada Regional Homeless Trust Fund to reduce and prevent homelessness in Southern Nevada.

WHEREAS the purpose of the Funding Agreement is to establish working procedures between UWSN and the Agency in the delivery of services ensuring that program participants have access to Housing Flex Funds while maintaining compliance with the requirements outlined in this Funding Agreement and **Exhibit [A]**.

II. TERM AND TERMINATION

This Funding Agreement shall be in effect from March 1, 2022 to January 31, 2023.

This Funding Agreement may be terminated by either party prior to the date set forth in paragraph 1 of **Section II**, provided that termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. The Funding Agreement may be terminated in the event that: 1) the other party shall in any material way breach this Funding Agreement or default in the performance of any of its obligations described herein or; 2) by mutual consent of both parties or unilaterally by either party.

This Funding Agreement shall terminate automatically and without required written notice, upon the voluntary or involuntary dissolution of either party, upon the filing of a petition by either party seeking relief from its creditors under any federal or state bankruptcy or insolvency law,

upon the appointment of a receiver for either party or upon the execution by either party of an assignment for the benefit of creditors.

III. FUNDING AND DISBURSEMENT

UWSN shall fund Agency the sum of **[[FUNDING-WRITTEN]]** (**[[FUNDING-NUMERIC]]**), during the Funding Agreement term for services (further detailed in the following sections of this Funding Agreement).

In the event that the amount funded by UWSN is reduced, the Agency shall have the option of accepting a proportionate decrease in the agreed amount and/or terminating this Funding Agreement.

Funds shall be dispersed to the Agency in one lump sum payment. The Agency will provide monthly financial and program measurement reports illustrated in this Funding Agreement and **Exhibit [B]**. Measurement reports demonstrate progress towards the goal of helping individuals and families at-risk of and/or experiencing homelessness. Monthly reports must be submitted electronically. Reports will be due to UWSN's Interim Vice President of Community Impact, Aaron Krolikowski, at aaronk@uwsn.org or by another method that will be communicated in writing.

IV. FUNDER REQUIREMENTS AND RESPONSIBILITIES

UWSN agrees to adhere to the following points throughout the duration of this Funding Agreement:

- Disburse approved funding as indicated in **Section III**;
- Provide peripheral support and guidance on program/project aspects associated with this Funding Agreement and the Scope of Work;
- Provide public information and referral about Agency services;
- Respect the Agency's autonomy and right to determine its policies, procedures, and programs in meeting its mission and vision statements;
- Follow accepted accounting principles and have an annual independent audit completed.

V. AGENCY REQUIREMENTS AND RESPONSIBILITIES

Agency agrees to adhere to the following points throughout the duration of this Funding Agreement:

- Implement the Scope of Work as Identified in **Exhibit [A]** of this Funding Agreement;
- Timely Submission of documentation as indicated in **Section III** and **Exhibit [A]**;
- Adhere to specific Agency/provider requirements listed in **Exhibit [A]**;
- Participate, as requested, in any evaluations of this project conducted by UWSN;
- Maintain a non-discrimination policy in compliance with applicable federal, state, and local laws and provide UWSN with a copy of this policy, as requested;
- Notify UWSN of any significant changes in the Agency's senior leadership within thirty (30) days of said changes;
- Notify UWSN of any investigation by any government agency, government treasury department investigation, or any other regulatory agency investigation within thirty (30) days of becoming aware of such investigation;
- Notify UWSN of any adverse accounting or auditor reports;
- Follow accepted accounting principles and provide financial statements and/or detailed expense reports of the use of funds associated with this Funding Agreement to UWSN for review, as requested;
- Develop in partnership with UWSN, submit, and follow program improvement plans should UWSN identify significant deficiencies in meeting the project's goals, objectives, and/or outcomes.

VI. SHARED REQUIREMENTS AND RESPONSIBILITIES

UWSN and Agency agree to adhere to the following points throughout the duration of this Funding Agreement:

- Ensure that UWSN and Agency maintain cooperative communication and shared leadership responsibilities for the maintenance and/or improvement of program/project quality and meeting the agreed-upon program/project objectives and outcomes;
- Work with Agency on co-marketing and/or public relations efforts associated with projects, programs, deliverables, collected data, additional partners, and/or beneficiaries associated with this Funding Agreement;
- Appoint Point of Contact for program/project communication, listed in **Section XIV**;
- Collect and share relevant client and project/program data within the Data Sharing provisions (**Section VIII**).

VII. RESTRICTIONS

Funds made available under this Funding Agreement must be used to supplement, not supplant, any Federal, State, or local funds that, in the absence of funds awarded under this grant, would be available to promote high school graduation and college readiness.

This Funding Agreement is for the benefit of the Parties specified and not for third parties. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Funding Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in the Funding Agreement shall operate only between the parties to this Funding Agreement and shall inure solely to the benefit of the parties determining and performing their obligations under this Funding Agreement.

VIII. DATA SHARING

To measure the project that is the subject of this Funding Agreement for efficiency, effectiveness, and impact, Agency, and UWSN agree to share and exchange client- and program-level data for internal reporting purposes. Program-level data may be shared to communicate the outcomes of the program with third-party stakeholders, donors, and funders.

All data generated and/or shared by this project shall be approved for dissemination by UWSN and Agency Points of Contact listed in **Section XIV**.

All data collected, shared, and/or disseminated shall adhere to the following security, confidentiality, and non-disclosure requirements:

Security of Data: UWSN or Agency will not attempt to identify individuals' records by any method. Datasets containing protected client information shall be encrypted. All reasonable precautions shall be taken to secure the data from individuals who do not specifically have authorized access. Data shall be kept on a password-protected file server located in a secure environment. Project data will be kept in a separate directory on the server which is also password-protected and will be accessible only by the UWSN's evaluators or staff members specifically authorized access.

Confidentiality: UWSN and Agency shall maintain the confidentiality of any information which may, in any manner, identify individual subjects. As this project is specific to adults (service providers and parents) and children, the confidentiality of all data, therefore, must be ensured.

Non-Disclosure of Data: UWSN or Agency shall not disclose, in whole or in part, data

described in this Funding Agreement to any individual or agency not explicitly authorized in this Funding Agreement, and/or additional mutually consented/signed Funding Agreements or Partner Memorandums of Understanding (MOU). UWSN and Agency will not disclose directly to or use for the benefit of, any third-party confidential information, knowledge, or personally identifiable information acquired by its relationship with the other party named in this Funding Agreement, without the prior written approval of the other party. Agency acknowledges and agrees that UWSN may release non-identifiable information in public reports or visualizations, in whole or in part, that has been submitted by the Agency under this Agreement and subsequent monthly reports. It is understood and agreed by the parties that the obligations of this paragraph shall survive the expiration or termination of this Funding Agreement.

IX. ATTRIBUTION

No publicity or advertising regarding any activities or developments under this Funding Agreement will be released by either party except by mutual written agreement and approval of the parties.

X. DEBARMENT/SUSPENSION STATUS

Each party certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any state agency or local public body. Each party agrees to provide immediate notice to the other party in the event of being suspended, debarred or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment during the term of this Funding Agreement.

XI. NOTICE

All notices or other communications required or permitted to be given under this Funding Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

XII. INDEMNIFICATION

To the fullest extent of limited liability as set forth in this Funding Agreement, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

XIII. OWNERSHIP OF PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY

All intellectual property owned or controlled by either party will remain its sole and exclusive property and will not be used by the other party for any purpose without the prior written authorization of the party that owns or controls it. Nothing contained in this Funding Agreement shall be deemed to grant to the other party any right or license in respect of any patents, inventions, technical information or any intellectual property rights owned by either party.

Unless otherwise specified in this Funding Agreement or associated Partnership MOUs, any original reports, proposals, analysis, writings, histories, studies, tests, manuals, instructions, sound recordings, photographs, negatives, pictorial reproductions, blueprints, plans, maps, data, system designs, computer code, or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Funding Agreement shall remain its sole and exclusive property and will not be used by the other party for any purpose without prior written authorization of the party that owns or controls it.

Proprietary Use of Data: Original products/materials illustrated in Paragraph II of **Section XIII** prepared by either party using shared data shall remain the sole and exclusive property of that party. The other party may request data use approval of party with proprietary ownership of original product/materials with written approval before such products/materials are submitted for presentation or publication. Parties must properly cite any/all sources of the data and/or products/materials used.

XIV. PROPER AUTHORITY

The parties hereto represent and warrant that the person executing this Funding Agreement on behalf of each party has the full power and authority to enter into this Funding Agreement and that the parties are authorized by law to perform the services set forth herein.

Points of Contact for communication regarding this Funding Agreement are as follows:

UWSN Point of Contact: Aaron Krolikowski
Interim Vice President of Community Impact
UWSN of Southern Nevada
AaronK@uwsn.org
702-892-2307
5830 W. Flamingo Road
Las Vegas, NV 89103

Agency Point of Contact: [[CONTACT NAME]]
[[CONTACT TITLE]]
[[AGENCY]]
[[CONTACT EMAIL]]
[[CONTACT PHONE]]
[[ADDRESS]]
[[CITY]], [[STATE]] [[ZIP]]

XV. GOVERNING LAW; JURISDICTION

This Funding Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Funding Agreement.

XVI. ENTIRE AGREEMENT

This Funding Agreement and its integrated attachment(s) constitute the entire Funding Agreement. Obligations which by their nature should survive the termination or expiration of this Funding Agreement will survive. Any modification to this Funding Agreement must be in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Funding Agreement to be signed and intend to be legally bound thereby.

UNITED WAY OF SOUTHERN NEVADA

Mr. Julian High, President/CEO, UWSN

Date

[[AGENCY]]

[[AGENCY SIGNER]], [[AGENCY SIGNER TITLE]]

Date

EXHIBIT A – SCOPE OF WORK

Housing Flex Funds Program Goals

The goal of the Housing Flex Funds program is to distribute financial assistance for individuals and families at-risk of and/or experiencing homelessness. The Housing Flex Funds program is an initiative of the Southern Nevada Homelessness Continuum of Care and is funded by the Southern Nevada Regional Homeless Trust Fund. The Homeless Trust Fund is administered by United Way of Southern Nevada and has a goal of reducing and preventing homelessness in Southern Nevada.

Program Activities and Outputs

[[AGENCY]] will provide direct financial assistance to individuals and families at-risk of or experiencing homelessness. Assistance can be used for one or more of the following expense types:

- **Assistance for non-lease holders** (e.g. shared housing, host family, etc) in the form of rental payments, purchase of a bed (and/or bedding) that makes it possible for a person to stay in a host family's house, or utility assistance for a host family to house clients experiencing homelessness.
- **Assistance for employment-related expenses** that otherwise would result in the loss of housing (e.g. uniforms, safety equipment, tools, public transportation, gas cards, and/or car repairs) until the client receives their next check.
- **Assistance for fees required by landlords** (e.g. credit checks, criminal background checks, rental application fees).
- **Assistance for other items not listed**, as long as the expense can be directly connected to a housing outcome.

Program Outcomes

Program outcomes will be reported via an HMIS report, TBD.

EXHIBIT B- MEASUREMENT REPORT

Measurement Reports demonstrate progress towards the illustrated project measurements, deliverables, and goals. The Agency will complete expense reporting template on a monthly basis and attach all supporting documentation. Separate performance report to be developed in HMIS.

Measurement Reports are due to UWSN's Interim Vice President of Community Impact, Aaron Krolikowski, at AaronK@uwsns.org by the 11th of each month.