

# SPARKPOINT CENTER GENERAL PARTNER AGREEMENT



*This is a sample Partnership Agreement between a community-based lead agency that oversees several SparkPoint sites and multiple community partners that provide services for SparkPoint Center clients. This sample is meant to provide an example of what an agreement can look like but is NOT meant to be used as a template. This agreement has been de-identified so instead of using the names of organizations you will see something like [LEAD AGENCY] to indicate where the name of organization would go in the agreement.*

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## [SPARKPOINT CENTER] Memorandum of Understanding

### BACKGROUND

This document represents the framework for the operations of [SPARKPOINT CENTER] and the relationships between the partners engaged in this work. This Memorandum of Understanding represents the agreements reached during the merger process between the [SPARKPOINT CENTER SITE 1] and [SPARKPOINT CENTER SITE 2] Steering Committees.

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### PURPOSE OF THE [SPARKPOINT CENTER] MEMORANDUM OF UNDERSTANDING (MOU)

The purpose of this MOU is to formalize the vision, principles, roles and responsibilities, and governance for [SPARKPOINT CENTER]. This MOU also sets forth decision-making processes and definitions and responsibilities of the different types of [SPARKPOINT CENTER] partners including the Lead Partners, Operational Agreement Partners, Affiliate Partners, Collaborating Partners and the Operational Agreement Management Partner.

[SPARKPOINT CENTER] Steering Committee members have selected [PARTNER 1] and [PARTNER 2] as the Lead Partners and the [PARTNER 1] as the Operational Agreement Management Partner. This MOU specifies the overarching duties and responsibilities of the Lead Partners and Operational Agreement Management Partner. The MOU also acknowledges that each Operational Agreement Partner will develop and execute an Operational Agreement with the [PARTNER 1], specifying the roles and responsibilities of the partner in relationship to the Logic Model.

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### MISSION OF [SPARKPOINT CENTER]

[SPARKPOINT CENTER] envisions a future where all individuals and families are able to achieve and maintain financial success. To realize this vision, [SPARKPOINT CENTER]'s mission is to provide services that help clients improve credit scores, reduce debt, build income and build and save assets.

The SparkPoint Logic Model, developed annually by the [SPARKPOINT CENTER] Steering Committee, brings together research and data in order to apply the best approaches for ensuring clients achieve financial stability goals. Central to the SparkPoint concept is the integration of services; [SPARKPOINT CENTER] builds upon research indicating that the combined impact of services provided as an integrated whole is more effective in helping clients achieve goals than when those same services are provided independently.

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### LOGIC MODEL/RUBRIC

SparkPoint services are based on an outcome driven logic model which is developed annually by all partners and approved by the Steering Committee and responds to the rubric developed by United Way of the Bay Area. The Logic Model is then used to develop the annual [SPARKPOINT CENTER] budget. It is recognized by the partners that SparkPoint funders may require changes to the logic model or rubric which may alter service delivery.

## OVERARCHING VALUES AND PRINCIPLES

All [SPARKPOINT CENTER] partners strive to incorporate the following values and principles as they work together to realize the SparkPoint Mission and Vision and operationalize the Logic Model.

### A. Values and Principles

In our individual and organizational interactions, we, as [SPARKPOINT CENTER] Partners will:

- Be transparent;
- Be kind, helpful and true;
- Think out of the box;
- Respect the work of each partner organization;
- Incorporate the voice of clients;
- Encourage questions;
- Encourage all voices;
- Share and implement best practices;
- Be results oriented;
- Keep good records and make them available;
- Set aside organizational interests to focus on the needs of the clients; and,
- Participate with a willingness to collaborate and integrate services.

### B. Service Principles

In order to effectively assist families in [SERVICE AREA] in achieving financial stability, [SPARKPOINT CENTER] will adhere to the following service principles:

- Serve families whose income falls below the Self-Sufficiency standard;
- Fully integrate service delivery systems, developing efficient data collection and tracking systems;
- Implement protocols that protect the confidential information of clients while allowing partners to track, report on, and share information on client outcomes in credit, debt, income, and assets;
- Provide high quality, culturally competent financial coaching that motivates and supports clients;
- Provide opportunities for clients to bundle services;
- Promote and provide clients with access to public and private benefits, and mainstream financial services;
- Understand that clients will need two to three years or more of services to achieve self-sufficiency outcomes;
- Embrace peer learning as a strategy for improving services and achievement of outcomes; and,
- Promote services through the power of the SparkPoint brand.

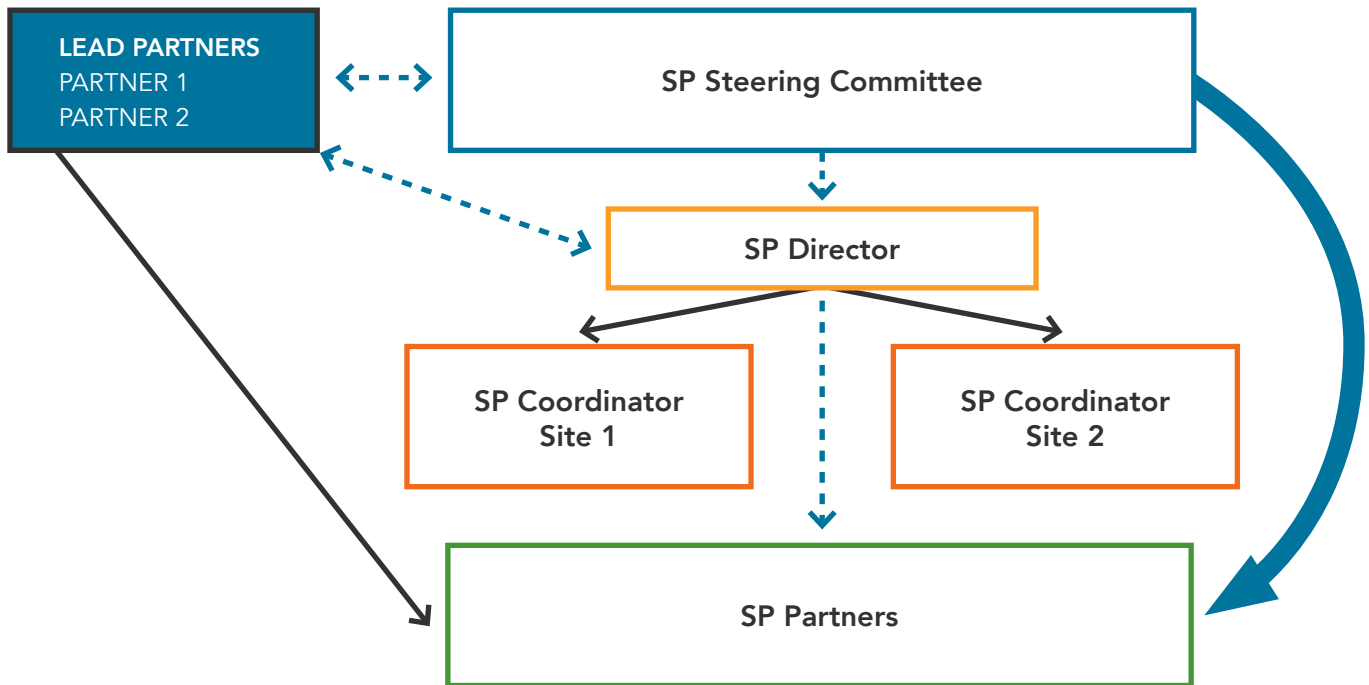
### C. Sustainability Principles

A central aspect of the work of [SPARKPOINT CENTER] partners is to build a strong, sustainable foundation by:

- Influencing funding streams to support the SparkPoint Logic Model;
- Developing diverse funding sources and a strong volunteer program that support [SPARKPOINT CENTER]'s growth and development;
- Co-locating and integrating services;
- Supporting the integration of [SPARKPOINT CENTER] into local, state, and federal government strategies, policies and funding priorities.

## [SPARKPOINT CENTER] GOVERNANCE

The Governance Structure for [SPARKPOINT CENTER] is designed to enable the effective operation of a strong, integrated partnership serving all communities of [COUNTY]. [SPARKPOINT CENTER] will be led by a Steering Committee comprised of Lead Partners, Operational Agreement Partners, and Affiliate Partners. The Steering Committee will have responsibility for program planning, program implementation and evaluation, developing partnerships with new organizations or terminating partnership relationships, vetting funding opportunities and authorizing the Lead Partners to apply for funding on behalf of [SPARKPOINT CENTER], authorizing the establishment



### A. SparkPoint Partner Roles and Responsibilities

All [SPARKPOINT CENTER] partners signing this MOU agree to:

- Provide knowledge, expertise, and a commitment to furthering the mission of [SPARKPOINT CENTER]
- Designate a staff member to act as a regular member of the SparkPoint Steering Committee
- Actively participate in [SPARKPOINT CENTER] activities, events and relevant meetings
- Participate in and contribute to the creation of a strong, sustainable base for [SPARKPOINT CENTER] including support for fundraising activities
- Participate in evaluation and data collection and data sharing (as allowed within privacy policies)
- Disclose any competing interests or conflicts of interest

All partners will be invited to sign this MOU. Agreements related to finance and service provision will be covered in separate operational agreements between Operational Agreement Partners and the Operational Agreement Manager.

### B. Lead Partners

The Lead Partners for [SPARKPOINT CENTER] are the [PARTNER 1] and [PARTNER 2]. The responsibilities of the Lead Partners include:

- Providing programmatic leadership for the development of the [SPARKPOINT CENTER] Programs;
- Applying for funding on behalf of [SPARKPOINT CENTER];

- Developing and implementing communication systems linking all on site and off site participating organizations;
- Providing supervision of the [SPARKPOINT CENTER] Director;
- Providing overall monitoring of site performance and achievement of outcomes.

[PARTNER 1] will also serve as the Operational Agreement Manager, implementing efficient administrative and financial management systems including all aspects of Operational Agreements, funder contracts and grant agreements.

[PARTNER 2] will continue to provide facilities, equipment, reception services and career center services for the [SPARKPOINT CENTER] center located in [SERVICE AREA], and will actively support the integration of county and SparkPoint services at all [SPARKPOINT CENTER] locations.

### C. Operational Agreement Partner

This type of partner provides services to [SPARKPOINT CENTER] under an Operational Agreement executed with the Operational Agreement Manager. This partner serves on the Steering Committee and has the authority to cast a vote on issues of budget and finance, and the approval or dismissal of a [SPARKPOINT CENTER] partner. This type of partner comprises a quorum if and when a vote on one of these issues is required.

### D. Affiliate Partner

This type of partner serves on the Steering Committee and approves all items except those related to budget and partners. An Affiliate Partner is not counted in establishing a quorum.

### E. Collaborators

This category includes all other SparkPoint partners and funders; these partners do not serve on the Steering Committee.

## DECISION MAKING PROCESS

All [SPARKPOINT CENTER] decisions will be made by all partners serving on the Steering Committee using a modified consensus process with the exception of decisions related to approving the budget and adding or removing new partners. In these two instances, a vote will be taken in which Operational Agreement partners each cast one vote; a 2/3 majority of the Operational Agreement Partners present at the Steering Committee meeting when the vote is taking place is required to approve the decision in each of these instances. A quorum of Steering Committee members is required in order for the vote to be taken. Quorum is defined as 50% plus one of Operational Agreement partners.

## NEW PARTNER ENROLLMENT/SERVICE DELIVERY STANDARDS

### A. New Partner Enrollment

The [SPARKPOINT CENTER] Steering Committee will approve the enrollment of all new Partners. For areas of activity for which certification is required, [SPARKPOINT CENTER] Partners must have the required certification. New organizations wishing to become a Partner must demonstrate that they possess the relevant qualifications, expertise and experience to provide competent services and can adhere to the terms of this MOU. Operational Agreement Partners must ensure that their SparkPoint staff complete SparkPoint classes #101 through #104.

### B. Partner Withdrawal/Disbarment

Partners may withdraw from this MOU by providing 30 days written notice of intention to withdraw to the Lead Agencies. Should the withdrawing Partner be receiving funds through an Operational Agreement, unused funds will be returned to [SPARKPOINT CENTER]. Following withdrawal, SparkPoint Partners may apply for re-admission to [SPARKPOINT CENTER], subject to the approval by the Steering Committee. Loss of required certification by a Partner will be grounds for disbarment from the SparkPoint Partnership until recertification can be documented. If any Partner commits malfeasance or intentionally violates the terms of this MOU, it will be subject to disbarment by the Steering Committee.

## **DISPUTE CLAUSE FOR NON-OPERATIONAL AGREEMENT ISSUES**

The [SPARKPOINT CENTER] Director and Partner shall first attempt to resolve all disputes arising from the provisions contained in this MOU, informally. If dispute resolution is not accomplished, either party request a meeting with the Steering Committee to formally discuss and resolve all such disputes. The Steering Committee shall mediate the dispute and shall have final authority to resolve the issue.

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## **CONFIDENTIALITY**

Parties to this MOU agree to comply with privacy and confidentiality laws to assure that:

- All applications and individual records related to services provided under this MOU, including eligibility for services, enrollment, and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
  - No person will publish, disclose, use, or permit, or cause to be published/disclosed or used, any confidential information pertaining to SparkPoint applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer. This release will be necessary for featuring individuals in advertisements of other public relations efforts.
    - Additionally, each Partner will agree to abide by the current confidentiality provisions of respective statutes and shall share information necessary for the administration of the program. Therefore, all parties agree to share client information necessary for provision of services, i.e., assessment, universal intake program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.
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## **COST ALLOCATION AND FUNDING OPPORTUNITIES**

Parties to this MOU recognize that this is a non-financial agreement but agree to adhere to the expectations described in this document. Allocations of resources, in-kind and/or payment of the operating costs of the SparkPoint Center, attributable to a Partner, if any, will be addressed by separate Operational Agreements with the SparkPoint Operational Agreement Manager. SparkPoint system costs shall be allocated in accordance with these separate Operational Agreements and shall be reviewed annually by the [PARTNER 1] and the parties to these agreements. The parties assume full responsibility for their respective costs associated with their performance of the terms of this MOU.

The [SPARKPOINT CENTER] Partners are committed to transparency regarding the funding of our work. The Partners will seek joint funding whenever feasible. The Partners will disclose to the Lead partners and the Steering Committee when they are pursuing funding for their provision of services at the SparkPoint Centers.

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## **NONDISCRIMINATION CLAUSE**

Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant, or applicant for employment due to gender, race, color, ancestry, religion, national origin, physical disability, mental disability, medical conditions, age, or marital status. Parties shall comply with applicable Federal, State, and local laws, regulations, and policies.

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## **INDEMNIFICATION AND INSURANCE**

Each Partner to this MOU shall defend, hold harmless and indemnify the other Partners, their officers, agents, and employees from all liabilities and claims for damages, for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Partner, resulting from the conduct, negligent or otherwise of the Partner, its agents, servants, employees, or subcontractors.

Each Partner providing services at the [SPARKPOINT CENTER] shall maintain insurance, including Workers' Compensation Insurance, employers' liability insurance and property damage insurance, for its staff, furniture and equipment. Each Partner providing services at the [SPARKPOINT SITE 2] location shall provide to [PARTNER 1] a general liability insurance certificate naming [PARTNER 3] as additional insured before its provision of services at this location.

**AMENDMENT AND MODIFICATION OF THIS MOU**

This MOU may be amended from time to time by the SparkPoint Partners as determined by the Steering Committee using its regular decision-making process.

**AUTHORIZATION**

The SparkPoint partner or a representative signing this MOU on behalf of the partner represents and warrants that it has full power and authority to enter into this MOU and to perform the obligations set forth herein.

**ENTIRE AGREEMENT**

This MOU contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this MOU will be deemed to exist or bind any of the parties hereto.

**ACCEPTANCE OF MEMORANDUM OF UNDERSTANDING TERMS**

We hereby agree to the terms as stated in this Memorandum of Understanding and acknowledge that it is effective as of [DATE].

Name, Title: \_\_\_\_\_ Date: \_\_\_\_\_  
   [ORGANIZATION NAME]

Name, Title: \_\_\_\_\_ Date: \_\_\_\_\_  
   [ORGANIZATION NAME]

Name, Title: \_\_\_\_\_ Date: \_\_\_\_\_  
   [ORGANIZATION NAME]

Name, Title: \_\_\_\_\_ Date: \_\_\_\_\_  
   [ORGANIZATION NAME]

Name, Title: \_\_\_\_\_ Date: \_\_\_\_\_  
   [ORGANIZATION NAME]

Name, Title: \_\_\_\_\_ Date: \_\_\_\_\_  
   [ORGANIZATION NAME]

Name, Title: \_\_\_\_\_ Date: \_\_\_\_\_  
   United Way of the Bay Area - Affiliate Partner

