

# Hands On Asheville-Buncombe PARTNER AGENCY AGREEMENT

## ***Purpose of Agreement***

This agreement describes the general ground rules, expectations, and responsibilities for volunteer projects undertaken by Hands On Asheville-Buncombe (HOAB) in collaboration with your organization, the Partner Agency. All HOAB Partner Agencies must meet the following criteria. Please initial all that apply:

- Be a non-profit 501(c)(3) agency or public entity serving valid community needs broader than the interests of its membership
- Have nondiscrimination policies in place that reflect state and federal law in regards clients served and volunteers accepted
- Provide services and volunteer opportunities within Buncombe County
- \*\*\*For their protection, we recommend that Partner Agencies have liability insurance to cover volunteers performing service. Please initial if your organization has liability insurance that covers volunteers.*

## ***Background***

HOAB is a program of United Way that is dedicated to linking people with opportunities to volunteer and become engaged in their community. HOAB develops partnerships with community-based organizations that need volunteer support in order to address social, economic or environmental needs in the community. Our programs involve no cost to either agencies or volunteers.

***There are three ways this agreement enables us to work together:***

- 1. Referral projects (date specific or ongoing)***
- 2. Hands On Asheville-Buncombe Managed Projects***
- 3. Day of Caring or other service events***

## ***Referral Projects***

Hands On Asheville-Buncombe can support agencies through referral projects. These volunteer opportunities can be ongoing, one-time, individual, and/or group opportunities, and can include fundraisers (subject to approval).

1. Include current volunteer opportunities in our searchable online database.
2. Contact Partner Agencies twice a year to see if they want to participate in United Way's Day of Caring or be included in the holiday listings.
3. Provide up-to-date information about HOAB and its programs to Partner Agencies through orientations, newsletters, mailings, emails, etc.
4. Refer groups (civic, church, youth, corporate, etc.) who inquire about doing volunteer projects to appropriate Partner Agencies.

***For Referral Projects, the Partner Agency will:***

1. Be responsible for submitting updated volunteer opportunities to HOAB staff.
2. Return phone calls and emails from interested volunteers in a timely manner (within 72 hours).
3. Notify HOAB of any change in availability of volunteer positions.
4. Keep HOAB advised of ongoing volunteer needs, group projects, and special events.
5. Provide details (in writing) for any requested postings at least 3 weeks in advance of the event or project, using the form provided by HOAB, or by proposing project via the HOAB administrative website.
6. Submit volunteer attendance hours for volunteers as well as any other impact reporting requested by HOAB.
7. Follow all Partner Agency guidelines as listed in this document.

***\*\*\* Partner Agency acknowledges and agrees that although volunteers (or parent/guardian of youth volunteers) who are referred to Partner Agency may have signed a volunteer agreement and release with Hands On Asheville-Buncombe, that this release in no way operates to cover the volunteer activities coordinated by Partner Agency.***

## ***Hands On Asheville-Buncombe Managed Projects***

Hands On Asheville-Buncombe Managed projects are coordinated by a volunteer Project Coordinator (PC) and Partner Agency Contact (AC). HOAB performs background checks on all Project Coordinators. Volunteers participating in Hands On Managed Projects have not been screened or interviewed in any way. For this reason we ask that volunteers never be alone with clients. HOAB does not accept court ordered volunteers for any Managed Projects.

*The Partner Agency Contact* has overall responsibility for managing the project: she/he will arrange to have all necessary tools or supplies, will provide orientation and/or training to volunteers at the beginning of the project, and will be available during the entire project (if applicable or otherwise agreed upon).

*The Project Coordinator* is responsible for managing the volunteers: communicating scheduling information between the agency and HOAB staff, managing project sign-ups, and working with the agency contact to oversee the event. Project Coordinators are Hands On Asheville-Buncombe volunteers, not staff, who have been trained to lead projects.

In order for Hands On Asheville-Buncombe to accept a proposed managed project, the project must:

- be able to accommodate one- time volunteers without an ongoing commitment
- require a **group** of volunteers (4+)
- occur in Asheville or Buncombe County
- last no more than a few hours

Hands On Asheville-Buncombe will **not** accept managed projects that:

- require volunteers to attend a separate agency orientation
- serve as fundraising activities
- work with non-agency affiliated private individuals
- are part of a political campaign

*\*all projects proposals are subject to approval by Hands On Asheville-Buncombe staff*

### **On each managed project, Hands On Asheville-Buncombe will:**

1. Make every attempt to provide a team of motivated, energetic volunteers who will arrive on time and remain on site until the project is completed or until the agreed upon hour, whichever comes first. Hands On Asheville-Buncombe reserves the right to cancel a Hands On Asheville-Buncombe Managed Project if we do not recruit the necessary minimum number of volunteers to safely and adequately complete the project.
2. Provide a Project Coordinator who will have the following responsibilities:
  - Contact the Partner Agency Contact to schedule the project (and any recurring projects) and submit the details to HOAB to be placed on the monthly calendar.
  - Confirm project specifics with the Partner Agency Contact, including project location, proper apparel, meeting place, specific expectations of each party, safety issues, and number of volunteers needed.
  - Arrive at the project 15 minutes early to welcome volunteers and to meet with the Partner Agency Contact;
  - In conjunction with the Partner Agency Contact, supervise the HOAB volunteers.
  - Facilitate volunteer sign-in and fax in project roster/waiver to HOAB following each project.
4. Gather feedback and input both from participating volunteers after each project (online) to measure success and identify areas for improvement.

### **For each managed project, the Partner Agency will:**

1. Designate a consistent Partner Agency Contact who will take all reasonable steps to assist the Project Coordinator and HOAB to fulfill their obligations and will be present throughout the duration of the project, unless previously specified. If Partner Agency Contact is not present for the duration of the project, emergency contact information for this individual must be given to HOAB and designated Project Coordinator.
2. Ensure that tasks assigned to HOAB volunteers are consistent with the project description provided by you to HOAB; contact the Project Coordinator at the earliest possible time if significant changes in the project are anticipated;
3. Provide any necessary on-site training and alert volunteers to safety issues;
4. Help ensure that the volunteers leave knowing that they have played an important role in the project, that they understand the concrete benefits of the project, and that their participation is appreciated;
5. Present an overview to the volunteers covering the agency's mission, the need for the project, and the role of the volunteers.
6. Ensure access to restroom facilities (if available)
7. Provide sufficient tools, materials and equipment to allow each volunteer an opportunity to participate meaningfully in the project
8. Allow access to clients, if appropriate
9. Respond to HOAB's periodic requests for updated information to maintain accurate and current volunteer opportunity listings and notify HOAB of any change of address/phone/contact person within volunteer program.

***\*\*\*HOAB volunteers and Project Coordinator are asked to sign a Hands On Asheville-Buncombe project roster/waiver at the beginning of each HOAB Managed Project. Partner Agency may ask volunteers to sign a Partner Agency waiver if necessary. (Review attached HOAB waiver to determine if this meets your organization's needs for HOAB Managed Projects.)***

## ***Day of Caring Projects***

Hands On Asheville-Buncombe can also support agencies through Day of Caring and other service events.

### ***Hands On Asheville-Buncombe will:***

1. Invite Partner Agencies to submit projects to be considered for Day of Caring or other service event
2. Review project proposals for suitability and completeness
3. Recruit individuals and groups to participate in Day of Caring or other service event
4. Assist in matching volunteers with projects (\*HOAB does not guarantee volunteer placement at any submitted project)
5. Provide Partner Agency with the appropriate Company Coordinator's contact information
6. Provide sign-in sheet/waiver for volunteers to sign at the project site prior to participating on a service project

### ***For Day of Caring or other service projects, the Partner Agency will:***

1. Submit project proposal(s) for Day of Caring or other service projects
2. Secure necessary supplies to complete proposed project(s)
3. Identify an Agency Contact to serve as the point person for communications with HOAB, Company Coordinator, and/or individual volunteers.
4. Communicate with the Company Coordinator whose group is assigned to your project and coordinate a site visit with him/her to finalize details.
5. Be present at the project to welcome volunteers, orient volunteers to the tasks at hand, and supervise during the duration of the project(s).
6. If you plan to have projects at multiple locations, ensure that an on-site coordinator is designated and present at each location.
7. Ensure that all volunteers sign in on the roster that we will provide to you.

***\*\*\*Day of Caring volunteers are asked to sign a Hands On Asheville-Buncombe project roster/waiver at the beginning of each Day of Caring Project. Partner Agency may ask volunteers to sign a Partner Agency waiver if necessary. (Review attached HOAB waiver to determine if this meets your organization's needs for Day of Caring Projects.)***

## ***Other Understandings between Partner Agency and HOAB***

1. HOAB programs involve no fee to either agencies or volunteers. Our programs are designed to produce high-quality, meaningful volunteer opportunities. However, we cannot guarantee that we will be able to match your agency's projects with a Project Coordinator, or that we will provide a given number of volunteers per project.
2. HOAB Project Coordinators, or anyone else connected with HOAB, may not release to the Partner Agency, its employees, or its clients the contact information for HOAB volunteers without such volunteer's prior permission.
3. As a Partner Agency Representative, you will have access to certain information about our volunteers. Partner Agency Representative's must only use the volunteer contact information in order to communicate with volunteers regarding legitimate volunteer business. Partner Agency's must not add Hands On Asheville-Buncombe volunteers or Project Coordinators to agency mailing lists or solicit these individuals without their consent.
4. Hands On Asheville-Buncombe firmly upholds each volunteer's right to privacy and confidentiality. Under state and federal law, information concerning volunteers including, but not limited to name, life circumstances and services provided is strictly confidential and must be treated as such.

# ***Release of Liability and Indemnification Agreement for Partner Agencies***

1. The Partner Agency has overall responsibility for managing the volunteer project(s) it has agreed to coordinate.
2. The Partner Agency, affiliates, successors and assigns agree that Hands On Asheville Buncombe is not responsible for the acts of the volunteers that it provides or refers for projects with the Partner Agency.
3. Partner Agency acknowledges and agrees that Hands On Asheville-Buncombe's act of referring or providing volunteers to Partner Agency for volunteer activities in no way constitutes a representation, warranty, or endorsement with respect to the safety or suitability of Partner Agency's premises or property, transportation, staff or employees, or the community service activities carried out by Partner Agency.
4. In consideration for the volunteer services provided by Hands On Asheville-Buncombe, the Partner Agency hereby agrees to release, discharge, defend, indemnify and hold harmless Hands On Asheville-Buncombe and United Way of Asheville and Buncombe County, and, in their capacities as such, its trustees, officers, directors, staff members, employees and agents from and against any damage, claim, loss, liability or expense incurred in connection with or arising out of any accident or injury to a person or property which may occur during such community service for which Hands On Asheville-Buncombe has referred or provided volunteers to Partner Agency. This agreement to release, discharge, defend, indemnify and hold harmless Hands On Asheville-Buncombe shall also apply to any damage, claim, loss, liability or expense incurred as a result of accidents or injuries arising out of a volunteer's intentional, negligent, or recklessness conduct.
5. The Partner Agency agrees to provide a safe work environment for volunteers and provide general liability insurance, motor vehicle insurance, and worker's compensation coverage, as appropriate. Further, any commercial general liability insurance carried by a Partner Agency will be considered primary for any applicable occurrence under the Policy. Any applicable insurance carried by United Way shall be considered excess coverage under the policy.
6. The Partner Agency hereby acknowledges and agrees that Hands On Asheville-Buncombe does not warrant that it provides any motor vehicle, health, medical, workers compensation or disability insurance coverage for any volunteers participating in volunteer activities coordinated by the Partner Agency.
7. Wherever in this document the term volunteer is used, the term shall refer to volunteers who are referred to or whose names have been provided to Partner Agency by Hands On Asheville-Buncombe.
8. Wherever in this document the term Hands On Asheville-Buncombe is used, the term shall include all of its trustees, officers, faculty, staff members, employees and agents.
9. Partner Agency agrees that any dispute, claim, lawsuit, or other action arising from this Release of Liability and Indemnification Agreement shall be determined by the laws of the State of North Carolina, without regard to the conflicts of law provisions contained therein, and that the sole and exclusive jurisdiction and venue wherein such action or dispute may be brought shall be the General Court of Justice in Buncombe County, North Carolina.
10. If any provision of this Release is held to be invalid or unenforceable, the balance hereof shall continue in full force and effect.
11. The person signing this Release and Indemnification Agreement on behalf of the Partner Agency represents that s/he is authorized to do so; has read this entire Release and understands its terms; that his or her agreement to the provisions hereof is wholly voluntary; and that prior to signing this Release of Liability and Indemnification Agreement, he or she had the right and opportunity to consult with any attorney, counselor, or advisor.
12. This Partner Agency Agreement may be terminated by either party without cause at any time upon notice to the other party. The terms of this agreement are at all times subject to amendment by written agreement.
13. This agreement will be reviewed annually or at any other time as determined by HOAB staff.
14. Other (Use this space to set forth expectations unique to your agency or this project):

**I have read and agree to abide by the above conditions during all collaborative volunteer projects.**

**Authorized Partner Agency Representative: \_\_\_\_\_ Signature: \_\_\_\_\_**

**Agency /Program Name \_\_\_\_\_ Date: \_\_\_\_\_**

**Authorized HOAB Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

***Please mail completed agreement to:***  
**Hands On Asheville-Buncombe, a program of United Way**  
50 S. French Broad, Asheville, NC 28801  
Phone: 255-0696 Fax: 255-8004 Email: info@handsonasheville.org

## **Hands On Asheville-Buncombe** ***Managed Project/Day of Caring Volunteer Agreement and Release***

***\*\*\*This release is signed by volunteers at Day of Caring and HOAB Managed Projects. Please review to determine if this waiver will meet your organization's needs for Day of Caring and HOAB Managed Projects\*\*\****

I, the undersigned, wish to volunteer my services to various community service organizations and projects through Hands On Asheville-Buncombe, a program of United Way of Asheville and Buncombe County ("UWAB"). As a participant in volunteer opportunities arranged by Hands On Asheville Buncombe (hereafter referenced as "Hands On"), and in consideration of Hands On's efforts to locate, arrange, coordinate and/or make available volunteer opportunities, I hereby agree and release Hands On and United Way of Asheville and Buncombe County and all affiliated entities as follows:

1. I understand that I am a volunteer and not an employee of Hands On. I acknowledge and agree that the nature of the volunteer services typically performed by Hands On volunteers, and which may be performed by me as a Hands On volunteer may involve potential risk of injury. I willingly and freely agree to volunteer and hereby assume any and all risk in connection with my volunteer efforts or participation, including without limitation, risk of any accident or injury to person or property which I may sustain in connection with my participation as a volunteer or in any related project or activity. **In addition to the foregoing, I will only participate in Hands On projects and other activities that I am physically capable of without risk of injury to myself.**

2. I hereby acknowledge that Hands On is involved in assisting children, seniors and other vulnerable populations. I understand that for the protection of these populations, Hands On and United Way of Asheville and Buncombe County requires disclosure of criminal background by all volunteers. **I hereby confirm, represent, and warrant that I have never been convicted of or charged with a violent crime, child abuse or neglect, child pornography, child abduction, kidnapping, rape or sexual offense, or any other felony violation of law, nor have I ever been ordered by a court to receive psychiatric or psychological treatment in connection therewith.**

3. I hereby release Hands On and UWAB, its community service partners, Partner Agencies, directors, officers, agents, employees, successors, designees, licensees, sponsors, donors, representatives, guests, affiliates, and volunteers (the "HOAB Parties") from and covenant not to sue for, any and all claims and causes of action, whether known or unknown, arising out of, based upon or relating to my participation as a volunteer of Hands On or in any related activity or project, including, without limitation, any negligence of HOAB Parties. Furthermore, to the extent I utilize my own vehicle (if applicable) for transportation or other purposes in connection with a volunteer project or activity, I hereby represent and warrant that I have a current automobile liability insurance policy in force that includes bodily injury and property damage.

4. I understand that, except as otherwise agreed by Hands On in writing, Hands On does not carry or maintain motor vehicle, health, medical or workers' compensation or disability coverage for any volunteer. I also understand that Hands On does not represent or warrant that any agencies, schools, businesses, companies or other nonprofits with which it refers or places volunteers carry or maintain motor vehicle, health, medical, workers' compensation or disability insurance coverage for any volunteer.

5. I further grant to Hands On Asheville-Buncombe, United Way of Asheville and Buncombe County, Partner Agencies, and Hands On Network, its designees and successors, my consent to use my name, photograph, likeness, image, voice and biography in any publications, advertising and publicity, in connection with my participation with Hands On.

6. This document also serves as a release for any/all minors who are under my supervision and care while participating in volunteer projects coordinated through or by Hands On. I also agree to provide adequate and appropriate supervision to said minors throughout the duration of volunteer activities.

7. This release is for the benefit of Hands On Asheville-Buncombe and United Way of Asheville and Buncombe County and its successors, licensees, agents, employees, affiliates and assigns. The laws of the State of North Carolina shall govern this release.