



## Terms of Service

We require acknowledgment that you have read, understand, and agree to the terms and conditions as outlined herein (See Application).

**Transparency is important** to us. Help Hope Live maintains “[Our Advantage](#)” and status as a trusted 501(c)(3) nonprofit because we adhere to federal guidelines. Here’s what you, your fundraising volunteers, and campaign supporters need to know about fundraising for Help Hope Live.

### Fundraising

1. The client and/or client family will work with their community of friends, neighbors, or local volunteers (“Team Members”) to conduct the actual fundraising efforts for Help Hope Live.
2. Help Hope Live will advise and serve the client and their volunteer group by providing fundraising guidance, resources, and tools by phone, email, or mail.
3. All fundraising activities and solicitation materials must be approved by a Help Hope Live Client Services Coordinator, as there are certain disclosures that are required for charitable fundraising.
4. IRS prohibits beneficiaries of charitable donations to receive personal gain. As such, it is against our guidelines to grant assistance to individuals for expenses that have been paid by another charitable or non-charitable institution. To do so constitutes fraud. To ensure the integrity of Help Hope Live and our community-based fundraising campaigns, any existing fundraising campaigns for identical expenses must be closed or dissolved.
5. Soliciting corporations and foundations for monetary or in-kind donations requires preapproval by Help Hope Live.
6. Help Hope Live reserves the right to block the use of our services for fundraising for controversial medical treatments.

### Regional Restricted Funds

7. Funds raised for Help Hope Live in honor of the client are held in a Regional Restricted Fund for the region where the client lives, together with other funds raised in that region.
8. Help Hope Live has full discretion and control over all funds raised.
9. Because Help Hope Live maintains discretion over all funds raised, they likely won’t jeopardize the client’s eligibility for asset-based assistance programs. The client should check with their state Medicaid office to be sure.
10. Donations made in response to solicitations and/or events are restricted by region only and do not obligate Help Hope Live to allocate funds toward a specific individual, as the IRS would deem such donations to be private gifts, which are not tax deductible.
11. All clients receive financial support according to their medical and financial need. Every effort is made to honor the donor's intent.
12. Help Hope Live retains the right to utilize income and capital appreciation earned by Regional Restricted Funds to offset administrative costs, assist clients with uninsured medical needs, and promote organ donor and spinal cord injury awareness.

## Fees

13. Our administrative fee is a low **5%**. We use this nominal fee to maintain our organization and provide the tools, resources, and guidance needed to make fundraising efforts a success. For every \$1 donated by check, 95 cents is available to help cover medical and related expenses.
14. For online donations made by credit card or eCheck, the fee is 7.65%. This fee includes Help Hope Live's 5% admin fee plus the 2.65% fee we pay to use a secure third-party platform to process online donations.
15. Because we are a 501(c)(3) nonprofit, Help Hope Live campaigns are eligible to receive **foundation, trust, donor-advised fund, stock, and employer-matching gifts**. Due to higher administrative costs, the total fee for donations of this kind is 10%.
16. Help Hope Live accepts funds in honor of clients from third-party vendors. Help Hope Live does not endorse any particular vendor and is not responsible for any fees accessed by a vendor for the use of their services or platforms. Help Hope Live will not be liable for any issues arising between a vendor or client, as such relationship is a private contract between third parties (e.g., Help Hope Live is not a party to any such agreements).
17. Expenses associated with returned or stopped payments, failed direct deposits, or disputed credit card fees will be charged to the Regional Restricted Fund.

## Donations and Acknowledgements

18. Check or money orders should be made payable to Help Hope Live with [ in honor of **Client's Name**] in the memo section. Donations by check or money order require additional processing time.
19. "Money" must be in U.S. currency and may include check, money order, credit card or eCheck contribution, or other negotiable security donated by an individual or business to the Regional Restricted Fund.
20. All online donations are acknowledged with an **email receipt**.
21. Donations of **\$250 or more** will be acknowledged by Help Hope Live in a letter sent to the contributor.
22. Help Hope Live does not accept fund transfers from crowdfunding sites, like GoFundMe, as such funds may be considered assets to the client.
23. We may accept a donation in honor of the client from a contributor who claims the client as a dependent if the gift is less than or equal to 10% of the total funds raised AND the contributor is one of or less than 10% of the total unique donors.
24. Contributors may **make their name and contact information available to the client**, or they may choose to donate **anonymously**. Clients and their authorized Team Members can access and download a list of contributors to their Help Hope Live campaign online at [www.helphopelive.org](http://www.helphopelive.org) through their Campaign Dashboard.

## Tax Deductibility

25. Usually, contributions to Help Hope Live are tax deductible to the donor. Donors should speak to a tax expert if they have questions regarding tax deductibility.
26. Gifts-in-kind (donations of goods or services) are tax deductible only if given as part of a fundraising event, such as a dinner dance or an auction.
27. Gifts of money or goods and services given directly to the client are not tax deductible.

## Requesting Funds

28. When you fundraise for Help Hope Live, we allocate money from a Regional Restricted Fund to pay eligible medical and related expenses based on financial need. We will work with you to identify a target for your Help Hope Live campaign based on your anticipated uninsured expenses.
  - a. Need is determined based on **objective criteria** that includes multiple aspects of your financial information as provided on the application.
  - b. We will periodically **re-examine financial need**.
29. As a **501(c)(3)** nonprofit, Help Hope Live requires verification of the client's medical condition and related expenses from a medical professional. Our clients consent to this exchange of information (See Medical Verification). If a client's medical professional contact or their medical condition should change, it is the client's responsibility to notify Help Hope Live.
30. Once Help Hope Live has received a completed Application and Medical Verification and fundraising has begun for Help Hope Live, the client is eligible to submit Fund Request Forms to Help Hope Live to cover unmet medical needs from the Regional Restricted Fund.
31. Here's how it works:
  - a. **Fundraise** with your community.
  - b. **Send all funds raised to Help Hope Live**.
  - c. **Request disbursements** from Help Hope Live to cover eligible expenses by submitting a Help Hope Live Fund Request Form with backup documentation (bill/invoice or receipt/proof of payment).
  - d. Help Hope Live **pays direct to vendor or reimburses client** for out-of-pocket medical and related expenses in accordance with our Fund Disbursement Guidelines.
32. Help Hope Live is unable to honor special mail requests requiring express service.
33. All disbursements are made subject to the approval of Help Hope Live and reviewed by the Client Services Committee of the Help Hope Live Board of Directors.
34. Help Hope Live has no obligation to pay more expenses than it has money available in a specified Regional Restricted Fund.

## Inactive or Closed Campaigns

35. In the event of a client's death, their authorized campaign Team Members, as designated by the client, spouse, parent, POA, or legal guardian, can submit Fund Request Forms to Help Hope Live for 12 months. Burial expenses can be submitted. This 12-month time frame can be extended if the family contacts Help Hope Live.
36. Campaigns in which there has been no contact or activity (fundraising or disbursements) for three years are deemed "inactive." After attempts to contact the client or an authorized Team Member have been made, the campaign will be "closed."
37. Funds remaining in closed campaigns are released from campaign-specific restrictions and will be held by Help Hope Live for use in furtherance of Help Hope Live's general charitable purposes.

## Volunteers

38. It is the responsibility of fundraising volunteers and event organizers to obtain insurance coverage and licenses in their name when necessary, as well as to comply with the legal and tax requirements of certain events such as raffles and auctions. Help Hope Live does not give legal or tax advice.

## Volunteers (contin...)

39. Fundraising costs can be reimbursed upon a client's submission of a Fund Request Form to Help Hope Live. Such costs should be kept to a minimum since the purpose of fundraising is to assist Help Hope Live clients with medical and related expenses. Help Hope Live has no legal or financial responsibility to pay expenses incurred by volunteers.
40. Help Hope Live will not pay for services provided by paid professional fundraisers or for legal services.
41. At no time can any volunteer act as an official representative of Help Hope Live or otherwise bind the organization legally.
42. It is the responsibility of fundraising volunteers to understand how fundraising for Help Hope Live works.

**Still have questions?** Visit [www.helpopelive.org/faq](http://www.helpopelive.org/faq), or contact your Client Services Coordinator.

These terms of service are subject to change at the sole discretion of Help Hope Live, Inc., at which time we will notify the client in writing.