

United Way 2022 Agency Agreement

AGENCY AGREEMENT FOR FUNDING

In consideration of United Way of Scotland County ("UWSC") providing program funding to

(Agency)

Both the United Way of Scotland County and Agency agree as follows:

BOTH UNITED WAY AND THE AGENCY AGREE:

1. To provide needed human services on a non-discriminatory basis;
2. To strive to increase the public's understanding and appreciation of and participation in human service programs; and to consult and work together on matters of common interest to achieve the best interests of the community as a whole.
3. To maintain an active rotating volunteer structure which assumes and fulfills the responsibility of managing its affairs within the scope and spirit of respective by-laws of its organization and this agreement (maintain adequate number of board members to comply with by-laws and this agreement);
4. To work with other organizations, both private and public, throughout the state in meeting the needs of the Scotland County community and preventing duplication of services and to promote the capacity of people to care for one another;
5. To engage in an effective public relations program in which the objectives, services and accomplishments of the Agency and the United Way support such services, are adequately publicized to the citizens of Scotland County;
6. To keep each other informed on all matters of common concern and to consult together when problems or misunderstandings arise in order to reach solutions that are in the best interest of the community;
7. To periodically conduct a self-evaluation as a means of updating and improving services and operations;
8. To carry out the program(s) of the Agency and United Way in such a manner as will best meet the needs of the community and will be consistent with standards of service, efficiency and economy;

THE UNITED WAY AGREES:

1. To respect the Agency's prerogative of determining its own policies and programs within the community;
2. To develop the annual United Way fundraising campaign, utilizing responsible citizens of Scotland County, with due regard of all participating programs, and to use reasonable efforts to achieve United Way's annual fund-raising goals through an efficient and productive annual campaign, taking into

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consideration the financial needs of the participating agencies, the economic climate, the community's fundraising potential and the long range goal of the United Way which is important to both the agencies and our donors;

3. To be a responsible steward of funds publicly contributed and to maintain financial records subject to an annual audit and applicable legal and United Way requirements;
4. To provide quarterly payment to the agencies in the amount of 1/4th of the annual allocated amount for the applicable funding year, depending on the campaign funds;
5. To respect the confidential nature of any data submitted to it by member agencies
6. To submit all its financial records to a yearly audit by an independent public accountant and to submit a copy of the audit to each member agency, if requested.

THE AGENCY AGREES:

1. To support and assist in the United Way annual campaign in all appropriate ways;
2. To remain a not-for-profit organization to which contributions are tax deductible under IRS code 501(c)3;
3. That it is governed by a volunteer board, which operates without ethical or legal conflicts of interest;
4. That it is in compliance with all applicable state and federal laws and regulations, including, without limitation, those pertaining to public disclosure, filing of financial reports, and licensing requirements;
5. That all presentations of facts, finances and services to be rendered under this funding relationship are true, accurate and auditable, and reflect actual costs with separate and identifiable income and expense items, pursuant to a budget submitted with the Agency's funding request, which shall be submitted by the requested due date;
6. That it will not interfere with or disparage any other agency whose program(s) is/are funded by the United Way;
7. That it will strive to cooperate and coordinate programming and related efforts with other organizations to reduce unneeded duplication and/or abuse of services;
8. To prepare and adopt a balanced budget based upon the available funds from UWSC and other sources;
9. That it will provide a meaningful project that highlights a service provided by the agency and take an active part during the United Way of Scotland County's Day of Caring;
10. To attend United Way functions;
11. That it will not solicit funds during the annual United Way fundraising campaign (September-December) without prior written consent from United Way of Scotland County;

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12. To identify itself as an agency with programs funded by United Way and use the United Way logo in all media releases, printed materials and at public functions related to programs funded by United Way;
13. To use the funds provided by United Way exclusively in relation to and for the benefit of the program(s) for which the funds are allocated by United Way;
14. To not use United Way funds for overhead, salaries, rent, etc.;
15. To keep accurate and complete records of financial and program information and submit for use in the allocation process and campaign;
16. To inform the UWSC of all budgetary changes which occur after the submission of the Agency's approved budget and affects programs or services conducted by the agency;
17. To inform the UWSC of changes in the Executive Director or significant staff that may change the operation of the agency;
18. That it complies with all applicable laws and regulations concerning non-discrimination;
19. That it understands that funding received from United Way is obtained through a grants process, and approval for funding in any given year does not guarantee or ensure funding approval in future years;
20. Failure to comply with this agreement in any way may result in decrease or suspension of funding and/or termination as an agency with programs funded by United Way.

AGENCY AUTONOMY:

With the adoption of expanded "donor choice" options, it is essential that individual contributors be given the option of designating their United Way pledge to the agency or area of their choice. However, it is also vitally important that the allocation review process, which relies on experienced, knowledgeable volunteers to make decisions regarding the allocation of community resources, be safeguarded. Therefore, funded agencies must not promote or encourage individuals, employee groups, or their own staff to designate their contributions to their agency at any time of the year. This must be an individual decision.

ALLOCATION STIPULATIONS:

The United Way of Scotland County reserves the right to stipulate what United Way allocated funds can be used for if deemed necessary by the Budget and Allocations Committee given their request is reasonable and in the best interest of the community at large.

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FINANCIAL ACCOUNTABILITY:

The United Way of Scotland County holds the right to request financial information at any time throughout the funded year. It is the responsibility of the United Way to monitor the responsible use of the moneys donated to the United Way of Scotland County and allocated to partner agencies; therefore, the United Way of Scotland County reserves the right to withhold funding of a partner agency whose spending is deemed irresponsible. There should be thorough scrutiny of financial statements and clear communication with the partner agency before such action can be taken. Any action taken by the United Way of Scotland County's Board of Directors should be in writing.

TERMINATION OF AGREEMENT:

Either the United Way of Scotland County or a member agency may terminate this agreement by written notice given 60 days prior to the effective date thereof. In the event the United Way of Scotland County elects to terminate, the Budget and Admissions Committee must present such action to the Board of Directors. The final actions will be a majority vote by the Board of Directors of the United Way of Scotland County. Termination shall not affect the right of the member agency to receive its allocation to the effective date of termination. The party to whom notice of termination is given shall have the right to a hearing before the governing body of the other party to request reconsideration of any such revocation.

United Way of Scotland County:

_____	_____
UWSC Executive Director	Date
_____	_____
UWSC Board President	Date

Funded Partner Agency:

_____	_____
Agency Executive Director	Date
_____	_____
Agency Board President	Date