

United Way of the River Cities, Inc.
Memorandum of Agreement
with
Agency

This agreement has been made and is entered into between United Way of the River Cities, Inc. and Agency.

United Way of the River Cities, hereinafter referred to as UWRC, and Agency agree to work together cooperatively to improve lives in one or more of the following counties - Cabell, Wayne, Lincoln and Mason in West Virginia and Lawrence County, Ohio, by creating long-term solutions to significant community problems.

United Way of the River Cities' mission is to lead our community in responding to human needs. To achieve this mission, UWRC will work collaboratively with local organizations to support strategies to address key issues in the areas of Education, Income, Health, and Safety Net services.

I. Term of Agreement

This agreement shall be effective July 1, _____ through June 30, _____ unless terminated in accordance with terms to be defined in this agreement.

The recipient agency may terminate this Agreement at any time by giving a 30-day written notice to UWRC's Board of Directors. UWRC reserves the right to discuss an agency's decision to terminate this agreement with the agency's Executive Committee/Board of Directors. UWRC may terminate this agreement in the best interest of the community provided the notice in writing of such termination shall have been given to the recipient agency at least 30 days prior to the effective date of the termination. Such action shall be taken by a majority vote of UWRC's Board of Directors.

II. Filings

Agency must be a non-profit organization and provide the appropriate IRS determination letter to UWRC to keep on file.

Agency must be registered as a charitable organization with either the West Virginia Secretary of State's office or the Ohio Attorney General's office and provide proof of said registration to UWRC. Organizations which are otherwise exempt from registering must provide UWRC a written explanation.

III. Mutual Understanding

Both UWRC and Agency agree:

1. To communicate with each other on a regular basis the goals, objectives, progress and problems of the organization as they impact its ability to provide services to the community.
2. To work together on matters of mutual interest in service to one or more of the following counties: Cabell, Wayne, Lincoln, Mason counties, West Virginia and Lawrence County, Ohio.
3. To provide services according to its mission and within its mission and ensure there is no discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law.
4. To maintain an equal opportunity policy.
5. Influencing factors, beyond the control and management of Agency could affect the measured program outcomes outlined in Exhibit A.

IV. Nature and Scope of Services

Agency must provide services or functions within one or more of United Way's four Focus Areas – Education, Income, Health, or Safety Net services.

The particular nature and outcomes herein contracted for, are outlined in Exhibit A.

The services for which outcomes are listed, pursuant to this Agreement, shall be performed in a manner acceptable to UWRC, consistent with the highest standards of care, and in strict compliance with all applicable federal, state, and local laws, regulations, and procedures which are in existence at the commencement of this Agreement and which may be adopted or amended during the term of this Agreement.

During this funding period, the outcomes outlined in Exhibit A may be modified and altered, however UWRC must be notified in writing of all such modifications and alterations and approve all changes. If there are proposed adjustments to program activities and procedures, there shall be joint consideration of how such change might affect the program's purpose and outcomes.

V. Funding

Funding for the nature and scope of the outcomes outlined in Exhibit A will be \$_____ to be expended and restricted to the programs and for the amounts as outlined in the application. No change in the distribution of funding by Agency is permitted without prior approval. This funding cannot be used for other project outcomes without prior approval.

The allotted funds will be distributed on a reimbursement basis pending receipt of the financial expenditures form and all relevant receipts, journal entries or other proof of expense. Reimbursements requests can be made monthly and must be received by the 9th of each month to ensure timely deposits.

No funds from UWRC can be used for re-payment of debts, interest or replacement of capital endowment, or other funds that have been used for operation expenses not directly related to the funded project and reflected in the approved budget.

VI. Outcome-Based Agreement

It is mutually agreed that this Agreement is impact based and continuation of funding is contingent upon adequate adherence to standards detailed in this Agreement. The funded agency must agree, subject to confidentiality standards, to provide access to pertinent records, reports and documents both financial and programmatic, upon reasonable notice for the purpose of determining compliance with outcomes-based standards.

VII. Reporting Requirements

Agency agrees to prepare and submit all financial and programmatic reports resulting from the delivery of services outlined in this Agreement in accordance with the schedule provided them. All reporting requirements are expected to be submitted in a timely fashion without additional reminders. In cases of non-compliance, the monthly reimbursements will be held until the agency is once again in compliance.

Required performance reporting due to COVID-19 – Due to the uncertainty of the pandemic and the potential for service interruptions or increases, the funded agency will be required to report quarterly performance measures.

Agency agrees to furnish UWRC with an annual audit or financial review, in accordance with UWRC guidelines. Such reports provide full disclosure of all support/revenue and expenditures. The annual audit or review must be submitted to UWRC no later than 11 months after the close of the agency's fiscal year. If the required report is not received on time, funds will be held until such time the report is provided to UWRC.

UWRC may periodically arrange site visits in addition to requiring progress reports. Site visits will be conducted by trained community volunteers. The site visit may include a review of the recordkeeping for the program and a discussion the progress of the program.

VIII. Financial Reporting Requirements

- If an agency's total revenue is \$500,000 or more, the agency shall submit its Form 990 and an independent financial audit conducted by a Certified Public Accountant which is in conformity with generally accepted accounting principles.
- If an agency's total revenue is between \$200,000 and \$499,999, the agency shall submit a copy of its Form 990 and an independent financial audit or an independent financial review conducted by a Certified Public Accountant.
- If an agency's total revenue is less than \$200,000, the agency shall submit its most recent Fiscal Year End statement of Financial Position and Statement of Activity comparative to the previous year, duly approved by its Board of Directors.

Alternate reporting for Faith-based Organizations

- Current Form 990 (or a statement of exemption on letterhead)

- Charitable registration letter for state of OH or WV (or a statement of exemption on letterhead)
- Organizational chart
- List of internal controls

Agency agrees to:

- Comply with all UWRC policies and procedures
- Respond to requests for information from UWRC within 30 days

IX. Collaboration

When practical and/or applicable, Agency agrees to seek collaborative opportunities with other agencies, both public and private, in an effort to address community issues in the most effective and efficient manner.

UWRC agrees to participate in community initiatives and collaborations that enhance our collective ability to impact changing and emerging community issues.

X. Protection of Public Funds

Agency agrees to protect public funds by maintaining sound financial operations on a definite budget basis and maintaining a sound system of accounts covering income, expenditures, capital funds, and all other financial transactions according to national uniform accounting standards. No liability for unauthorized deficits shall accrue to UWRC.

X. Licensure

Agency agrees to maintain all federal, state and local licensures as required by law and all applicable certifications current and to make such certifications available to UWRC upon request.

XII. Laws

Agency and UWRC agree to abide by all Federal and State laws pertinent to the recipient agency and UWRC.

XIII. UWRC Identification

Agency agrees to identify that agency's funding relationship with UWRC using UWRC's logo for all UWRC funded programs and identify the program(s) as UWRC funded in all media communications and printed materials. Agency is encouraged to use the UWRC logo on letterhead and, where appropriate, in the agency's facility.

XIV. Campaign

Agency staff and Board of Directors agree to support UWRC fundraising efforts by conducting an employee campaign and providing staff presentations at employee campaign meetings. Agency acknowledges UWRC's position as their representative in any and all workplace campaigns in Cabell, Wayne, Lincoln, and Mason counties in West Virginia and Lawrence County, Ohio.

UWRC agrees to conduct workplace campaigns to improve lives in its service area while taking into consideration the financial needs of local programs, the economic climate of the community and the best interest of its donors. In addition, UWRC will supplement the workplace campaigns by conducting special events at different times during the year.

Agency will conduct a workplace campaign during the year to benefit United Way of the River Cities fund raising campaign. The agency will entertain either a United Way staff member or Ambassador to speak with employees and/or volunteers as part of the workplace campaign.

XV. Compliance

Failure to comply with the provisions of this agreement may result in termination or suspension of funding. Suspension of funding will occur by a vote of the Board of Directors and suspension will commence immediately. Termination of funding shall occur through a vote of the UWRC Board of Directors, and a 30-day written notice will be given detailing reasons for the termination. An agency may appeal its termination to the UWRC Executive Committee. The Executive Committee will submit their recommendation to the UWRC Board of Directors for a final decision.

XVI. Agreement of Indemnity

During the course of this agreement, the agency agrees to and hereby does release and forever discharge UWRC from any and all obligations and liabilities whatsoever under or on account of said purposes specified in the programs(s) funded by UWRC. Further stated that UWRC will be held harmless for any acts or omissions that may be determined to be negligence or any breach of law by the agency.

Agency expressly represents and warrants to UWRC that it is solely responsible for its actions and inactions in performing this Agreement and for filing all necessary forms and returns and for making all required payments with the relevant taxing authorities.

XVII. Governance

Agency and UWRC agree to maintain an active, rotating, and representative governing board, with one member to serve as Treasurer and with the membership to serve without pay. The Board will meet on a regular basis (at least quarterly) to oversee and manage the goals and objectives of the agency through appropriate policies and procedures. UWRC agrees to recognize the recipient agency's autonomy in determining its own policies in administration of its program within the scope and spirit of this Agreement.

XVIII. Agreement

This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussion between UWRC and Agency. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. The majority of the officers and board members of Agency, having read the Agreement, subscribe to its provisions.

Agency Executive Director

United Way Executive Director

Agency Board President

United Way Board President

Date

Date