

Memorandum of Agreement between
United Way of Southeast Mississippi and

(Agency Name)

Funding Period: April 1, 2022 - March 31, 2023

This agreement is based upon the mutual beliefs of both United Way of Southeast Mississippi (hereinafter “United Way” and the Partner Agency that:

- a community-wide fundraising approach, collaborative planning to meet the community’s educational, health, economic, and human service needs, and the awarding of funds based upon citizen review of programs are the most effective and efficient ways to improve lives in the community;
- a clear understanding and mutual acceptance of the respective roles of United Way and the Partner Agency is essential to their joint effort to improve lives by meeting the educational, health, economic, and human service needs of the community, and to work together to meet these needs.

Both United Way and the Partner Agency agree to honor this agreement for a one-year period, the term of funding, unless either party requests in writing the termination of modification of this agreement.

United Way reserves the right at any time during this agreement to reduce or withhold funding, require the Partner Agency to reimburse funding, place the Partner Agency on probationary status, or terminate the agreement if any of the following occur:

- Failure on the part of the Partner Agency to adhere to the standards or policies set forth and covered in this agreement.
- Failure on the part of the program to deliver the agreed upon services and outcome measures.
- Significant changes in conditions (revenue, facilities, staffing, client base, etc.) that result in the Partner Agency’s inability to effectively deliver the program and services as detailed in the funding application.
- Shortfall in United Way’s Annual Campaign

During the course of this agreement, it is the responsibility of both United Way and the Partner Agency to communicate any topics of concern and to consult in a timely manner when significant changes, issues, or misunderstandings arise.

Section I

Annual Fundraising Campaign

United Way agrees to:

- a) conduct an annual community-wide fundraising campaign and to perform all collection duties of the pledges received during the campaign;
- b) be a responsible steward of funds contributed to United Way by:
 - i) allocating financial resources based upon community needs and assets available and a volunteer-led funds distribution process;
 - ii) following the accepted accounting principles and have an annual independent audit;
 - iii) monitoring the performance of Partner Agency programs against the outcomes stated in the original funding proposal;
 - iv) honoring donor designations.

The Partner Agency agrees to:

- a) conduct an effective internal United Way campaign with enthusiasm by encouraging and enlisting the participation of its constituency and members in such activities, and by providing an opportunity for giving among its employees and Board of Directors. Solicitation of designations is prohibited;
- b) provide a designated agency representative to attend and present at presentations in our community as requested by United Way;
- c) provide service and program data to be used in the annual campaign;
- d) arrange tours for donors and potential donors, at times that do not interfere with the operation of the agency's program;
- e) attend United Way events;
- f) not solicit local employee groups at anytime during United Way Workplace campaign

Section II

Grant Awards

United Way agrees to:

- a) be advised by community members in awarding donated funds;
- b) continually assess and seek solutions to community needs, including serving as a community facilitator when appropriate;
- c) notify potential applicants of current funding priorities;

The Partner Agency agrees to:

- a) accept the final award approved by United Way's Board of Directors and to use it for operating or equipment expenses only. Bricks and mortar expenses are not allowable expenses;
- b) return any grant funds to United Way not expended for the purposes of the grant within the funding period.

Section III Public Relations

United Way agrees to:

- a) generate community support for United Way and its partner agencies, in addition to annual campaign activities, through year-round marketing and public relations efforts;
- b) publish and distribute throughout the United Way service area information that indicates, at minimum, the name and telephone number of all United Way Partner Agencies.

The Partner Agency agrees to:

- a) mention United Way SEMS affiliation in publications, press releases, flyers, presentations, etc., and use the United Way SEMS logo on printed material where appropriate.
- b) comply in a timely manner with all United Way requests for agency-related articles, photos, narratives, and other reasonable public relations information which allows United Way to meet its obligation stated above;
- c) at all times, lift up the reputation and image of United Way.

Section IV Agency Support

United Way agrees to:

- a) provide partner agencies support through volunteer referrals, in-kind donations as available, group project opportunities, technical assistance, opportunities to network and other appropriate information;
- b) act as a resource in maintaining the 2-1-1 database;
- c) provide staff support through professional development workshops and one-on-one mentoring when appropriate;
- d) provide a volunteer engagement platform as available.

The Partner Agency agrees to:

- a) update their resource information with Mississippi 2-1-1 on an annual basis and as any service is changed or added;
- b) actively maintain current information on all organizational and volunteer opportunities on Get Connected and report volunteer information to Volunteer Southeast Mississippi.

Section V Administration

United Way agrees to:

- a) respect the Partner Agency's autonomy and right to determine its own policies and programs;
- b) provide at the beginning of each year a tentative calendar for the upcoming year, and to provide a tentative list of the items the partner agency is required to submit to United Way throughout the year;
- c) foster a cooperative atmosphere for service delivery by collaborating with partner agencies and other organizations when planning ways to serve targeted areas or populations;
- d) maintain confidentiality of data collection and client information;
- e) ensure fairness in the treatment of partner agencies by monitoring each for compliance with this agreement.

The Partner Agency agrees to:

- a) have an active, local volunteer board which ensures effective management and meets at least quarterly (unless otherwise agreed upon between United Way and the Partner Agency), and to make the minutes of those meetings available to authorized United Way volunteers;
- b) strive to recruit volunteers, staff and board membership who broadly reflect the diversity of the community;
- c) collaborate with other agencies in the development and delivery of services to the community and, when appropriate, to work to eliminate unnecessary duplication of such services;
- d) submit the appropriate reviewed financial documentation as outlined in Attachment A for the most recently completed fiscal year;
- e) comply with all applicable legal, federal, state and local operating and reporting requirements (e.g. generally accepted accounting principles, annual audit, Form 990 or Form 990Z, and nondiscrimination);
- f) submit complete and accurate reports mid-way through the funding period (by the last day of September) and at the end of the funding period (by the last day of March);
- g) inform United Way of any significant procedural, administrative, managerial, program-related, or financial changes that are expected to occur, or have occurred since submission of the last report;
- h) comply with the spirit and intent of the United States of America Patriot Act and other counterterrorism laws and to submit certification to United Way indicating such, as part of the funding request process.

This agreement shall be reviewed and approved annually by United Way and the Partner Agency.



United Way
of Southeast Mississippi

This agreement has been read, approved, and signed by:

Partner Agency Executive Director: _____

Signature: _____ Date: _____

Partner Agency President of Board of Directors: _____

Signature: _____ Date: _____

This agreement has been read and approved by United Way of Southeast Mississippi.

President/CEO: _____

Signature: _____ Date: _____

Attachment A

Required Financial Documentation

- a) Revenue of \$750,000 or more
 - i) An annual audit of financial services by an independent certified accountant
 - ii) Form 990
 - iii) Operating and Program Budgets
- b) Revenue of \$300,000 to \$749,999
 - i) A financial review by an independent certified accountant
 - ii) Form 990
 - iii) Operating and Program Budgets
- c) Revenue less than \$300,000
 - i) A compilation of financials by an independent certified accountant
 - ii) Form 990
 - iii) Operating and Program Budgets