



2019 Funded Partner Contract

This agreement is made by and between the United Way of Marion County and the funded partner named on the signature page, for an eighteen-month period beginning July 1, 2018 and ending December 31, 2019.

Sections

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Section 1. Memorandum of Understanding

United Way and Funded Partner Agree to:

- Acknowledge that United Way funding is **not** an entitlement, nor is membership in the United Way permanent. Funding of each program is determined during the Community Review Process based upon community needs, projected program financial needs, and the availability of United Way funds.
- Work together in a joint solicitation of businesses and individuals in the annual United Way Fundraising Campaign.
- Maintain public confidence by sharing responsibility for and being accountable to the community for the expenditure of donated funds and program management while promoting the well-being of each other as organizations.
- Work together on matters of common interest in an effort to achieve the best outcome for the community. In addition, actively cooperate with other Member Agencies in pursuing additional sources of funding, providing efficient, cost-effective programming and services to prevent duplication of effort.
- Not discriminate as to race, religion, age, gender, sexual orientation, national origin, and disabilities-in providing services, training, and recruitment of staff, volunteers, governing body.
- Recognize the right of a contributor to designate his or her contribution for a program or programs while both parties agree neither to encourage nor discourage donor designations of funds to specific programs, as this deters from the purpose of the United Way. A donor must make contribution decisions free of direct program solicitation.

United Way agrees to:

- Conduct an annual campaign to raise funds to provide services to the community through its Funded Partner programs, supported services, and grant projects.
- Conduct an annual review of the programs to which campaign funds are allocated by utilizing an established written review procedure.
- Recognize and respect the autonomy of the participating Funded Partner, through its governing board, to determine its own policies and to manage its own programs within the scope and spirit of this agreement.
- Promote in a positive manner, each Funded Partner's programs and services funded by the United Way.
- The United Way may, by majority vote of the Executive Committee, (Ratified by the Board of Directors) declare a community-wide emergency or crisis situation in order to re-allocate funding. Community-wide emergencies are defined as floods, weather related disasters, man-made catastrophes, or other said emergencies as determined by the Executive Committee. The Community Review Committee or Special Committee appointed by the Executive Board will meet to determine emergency allocations.

Funded Partner agrees to:

- Provide clearly defined services based on current need, demand, or problem in the community and document the impact of the services.
- Establish and maintain written eligibility guidelines for services provided by the Funded Partner's program(s).
- Inform the United Way of all significant changes in the Funded Partner's mission, goals, services, funding, management and staffing. Any issue or fiscal emergency, which may threaten the future of the agency, shall be immediately reported to the United Way.

Section 2. Fiscal Accountability

United Way agrees to:

- Use financial information provided by Funded Partner solely for the purposes of: (a) facilitating the Community Review process; and (b) overseeing expenditure of donated funds and program management. United Way shall treat such information as confidential, sharing it only with United Way staff and volunteers as necessary to affect such efforts.

Funded Partner agrees to:

- Submit funding requests that contain a balanced budget based upon the available funds from the United Way and other funding sources and to conduct its operation in accordance with its budget.
- Be incorporated in West Virginia as a not-for-profit, tax exempt entity under section 501(c)(3) of the Internal Revenue Code.
- Be registered with, and in compliance with, regulations of the West Virginia Solicitation of Charitable Funds Act. Programs determined exempt by the Secretary of State's Office shall provide a written notification of such to the United Way annually.

- Maintain professional liability insurance covering its staff, volunteers, and board in an amount not less than \$1,000,000.

Section 3. Supplemental Fundraising

United Way of Marion County encourages all Funded Partners to consider and pursue multiple income sources that might include: grants from foundations, government funding, direct mail fund raising appeals, membership drives, fees from services, and special events.

United Way agrees to:

- Raise dollars for the Community Impact Fund, which provides allocations to Funded Partners.
- Accept donations that are specifically designated to Funded Partners.

Funded Partner agrees to:

- **Contact businesses** or corporations for agency operational, capital or special event funds any time during the year **except between September 1 and October 31**. This 2-month period is when United Way volunteers are working to raise funds in workplaces throughout Marion County.
 - Organization special events may take place during this period as long as the business/corporate support has been solicited prior to September 1.
 - Organizations may solicit in-kind donations for events such as auctions during this period.
 - Organizations may make follow-up calls to businesses during this period as long as the initial request for funds was made before September 1 or after October 31.
 - Organizations will not kick-off a capital campaign between September 1 and October 31 and will notify the United Way before the capital campaign begins.
- Conduct **no payroll deduction solicitations** from Marion County businesses and corporations.
- Conduct no self-promotion campaigns for the purpose of designations. Self-promotion campaigns are defined as direct mailings, emails, social media, or advertising exclusively and specifically to encourage donors to designate to the agency.

Section 4. Co-Branding

Required Placement of United Way of Marion County Funded Partner Logo:

- On your organization's website. At minimum the logo should appear on your homepage. The logo must be linked to UWMC's homepage: <http://www.uwmarion.org>.
- At the entrance to all facilities or lobbies where funded programs take place. (UWMC will provide).
- On your organization's brochures, annual report, printed newsletters and promotional materials. Logo should be placed on either the front or back cover.
- On e-newsletters, both email and web based.

Non-Disparagement Clause:

- Agree to not disparage the name of United Way of Marion County or any of its employees, board members or volunteers in their roles at United Way of Marion County in the media (broadcast, print, social media, interactive or mobile/text).

United Way agrees to:

- Promote Funded Partners through logo signage in United Way facilities, agency tours, speaking engagements, and United Way sponsored events.

- Encourage corporate and community support of Funded Partner needs through United Way website.
- Provide a link to Funded Partner website.
- Recognize successful United Way funded programs through videos, client stories, PSAs, and other materials where appropriate.
- Encourage promotion of partner programs via workplace publications, email, web sites, campaign tools and other opportunities.
- Provide window clings for each of your locations at no cost to you.
- Provide resources and staff assistance for Funded Partner communicators to develop marketing and public relations skills.

Funded Partner agrees to:

- Invite UWMC staff to agency special events.
- Identify agency/organization as a United Way of Marion County Funded Partner whenever possible on program fact sheets, new releases/media advisories/boilerplates, and special promotional flyers, etc.
- Provide United Way of Marion County staff with updated agency contact data for media spokespersons including name, email, and phone number.
- Regularly provide current success stories that tie to United Way of Marion County funded programs and focus areas.

Section 5. Participation

- Funded Partner are encouraged to attend the United Way Funded Partner Meetings that are held six times a year. These meetings provide an opportunity to collaborate with other agencies and to stay informed on all United Way and community projects happening.
- Funded Partners will be invited to participate in all public Campaign Events and Activities. Although participation isn't mandatory, it is highly encouraged. Attendance in these events help build the strong partnership that this agreement relies on.

Section 6. Volunteer Marion

- Funded Partners must register an account and maintain an active profile online with the Volunteer Marion service Management System (www.volunteermarion.org). Funded Partner must post at least one volunteer opportunity annually.
- Day of Action is a large-scale volunteer initiative held on June 21st every year. Each Funded Partner is required to submit a project for this special volunteer day through the Volunteer Marion system.

Section 7. Counterterrorism Compliance

In compliance with the spirit and intent of the USA Patriot Act and other counterterrorism laws, the United Way of Marion County requests that each funded agency certify that it is in compliance.

Funded Partner agrees to:

- This Organization is not on any federal terrorism "watch lists," including the list in the Executive Order 13224, the master list of specially designated nationals and blocked persons maintained by the Treasury Department, and the list of Foreign Terrorist Organizations maintained by the State Department.

- This Organization does not, will not and has not knowingly provided financial technical, in-kind or other material support or resources* to any individual or entity that is a terrorist or terrorist organization or that supports or funds terrorism.
- This Organization does not, will not and has not knowingly provided or collected funds or provided material support or resources with the intentions that such funds or material support or resources be used to carry out acts of terrorism.
- This Organization does not regrant to organizations, individuals, programs and/or projects outside of the United States of America without compliance with IRS guidelines.
- This Organization takes reasonable, affirmative steps to ensure that any funds or resources distributed or processed do not fund terrorism or terrorist organizations
- This Organization takes reasonable steps to certify against fraud with respect to the provision of financial, technical, in-kind or other material support or resources to terrorists and terrorist organizations.

*In this form, "material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

Section 8. Signatures

- Funded Partner may terminate the relationship created by this agreement on sixty (60) day notice, which may be given at any time. Any such termination will be by written notification from the Board of Directors of the Funded Partner and funding shall cease on the effective date of the termination.
- United Way reserves the right to terminate the relationship created by this agreement with sixty (60) day notice. Any such termination will be by written notification from the Board of Directors of United Way, delivered to the Board of Directors of the Funded Partner.
- Failure to abide by all terms of this Agreement shall result in the United Way exercising the Sanctions Policy.

**United Way of
Marion County**



**Funded Partner Contract
Signature Page**

Funded Partner _____

This agreement is made by and between the United Way of Marion County and the funded partner named on the signature page, for an eighteen-month period beginning **July 1, 2018** and ending **December 31, 2019**.

This agreement must be signed and returned to the United Way office by **June 30, 2018**.

Funded Partner

President/Chair, Board of Directors Date

Executive Director Date

United Way of Marion County

President/Chair, Board of Directors Date

Executive Director Date

***Only this page needs signed and returned. The full contract should be kept on file.*