2017-2020 Cycle of Success Investment Funding
PARTNER PROVIDER HANDBOOK

United Way of Greenville County

Cycle of Success
Financial Stability
Life Essentials
School Readiness
High School Graduation

Live United
SCHOOL READINESS
HIGH SCHOOL GRADUATION
FINANCIAL STABILITY
2017–2020 Cycle of Success
Investment Funding
PARTNER PROVIDER HANDBOOK

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Introduction

United Way’s Vision
A Cycle of Success for everyone in Greenville County

Our Mission
Bringing people and resources together to build a Cycle of Success, where
- all children in Greenville County start school prepared to learn and go on
to graduate
- well-educated graduates find good jobs and create stable homes
- children from stable homes continue the cycle because they start school
on track and prepared for success

History of United Way of Greenville County
In 1922, 250 volunteers joined together under the leadership of John W. Arrington to answer a
community need to help the economically disadvantaged residents of Greenville County. The
inaugural “Community Fund” campaign lasted a mere five days and raised $82,000 which supported
10 agencies in the community. Over the course of the past 95 years, United Way has sustained itself as
a community resource through the economic ups and downs of history and has evolved from door-to-door fundraising efforts to
sophisticated online giving systems. In 2015, United Way of Greenville County’s
campaign raised a record-breaking $16 million that supported 103 programs in 69
agencies throughout Greenville County. Equally important, United Way’s value to the
community has expanded beyond its fundraising success to being a key
convener and partner in solving serious community issues.
Community Impact

United Ways across the globe are evolving from solely fundraising and fund distribution to focusing on issues, strategies, and actions needed to create lasting community change. Though fundraising is a key resource to create community impact, strategies such as community mobilization, collaboration to address high-priority issues, and advocating for change are equally important.

United Way creates solutions that build stronger communities. The largest privately funded nonprofit in the world, United Way is engaged in nearly 1,800 communities across more than 40 countries and territories worldwide. We’re improving education, strengthening financial stability and making communities healthier. But we don’t do it alone. Nearly 2.6 million volunteers and 9.6 million donors are engaged with us across the world to advance community-based and community-led solutions.

We bring people and organizations together to do more collectively than any of us can do on our own. Employers, nonprofits, government, faith organizations, educators, labor, health providers, community leaders, youth and many others partner with us. Together, we tackle some of the world’s toughest issues. We’re after solutions that create real change. It’s not simple, or easy. But we’re making progress, and seeing results.

In Greenville County, United Way focuses its efforts on investing in and advocating for three strategic focus areas: School Readiness, High School Graduation, and Financial Stability, all of which are key components of the Cycle of Success.
GOAL: Increase the percentage of children entering school ready to succeed.

The first three years of a child’s life are a time of enormous social, emotional, physical and intellectual growth. Research indicates that nearly 90 percent of brain growth occurs during these early years; all families need access to a coordinated system of resources that support healthy child development and education. By investing in early education for our youngest children, we can lay the foundation for their future success. This strong start will then positively impact other key issues in our community—increasing high school graduation rates and creating greater financial stability.
GOAL: Increase the percentage of high school graduates who are prepared for post-high school success.

Many students in Greenville County are at risk of not graduating high school with the skills necessary to succeed in life. Youth in our community face barriers that can lead to educational disengagement such as poverty, food insecurity, neighborhood violence, homelessness, language barriers, and family responsibilities at a young age. These barriers not only affect academic outcomes but also inhibit students from developing the skills they need for college and career.

United Way and our partners alleviate barriers through an effective network of supports and promote social and emotional growth that ensures all students have the opportunity for success. By intervening in these critical years, we can stop disengagement before it happens and help students stay on track for post high school success, giving them the ability to play a vital role in the future economic and social fabric of our community.
GOAL: Increase the percentage of financially stable families in Greenville County.

The key economic factors affecting the ability of the average person to achieve long-term financial stability include the lack of economic mobility, soaring personal debt, and wealth inequality. In Greenville County approximately 180,000 - 200,000 individuals live below the Self Sufficiency Standard.

More and more, hardworking individuals and families are unable to get ahead financially. Wages have not kept pace with the rising cost of housing, healthcare, and education, and skill levels have not stayed in alignment with changing industry needs.
The road to financial stability is not simple, nor is it a one-step process. United Way focuses on a continuum of strategies that will support individuals as they seek to increase income, build savings, and gain and sustain assets.

This stepped approach is focused not only on helping people meet their basic needs (food and shelter) but also on achieving long-term financial success for individuals and families. Success will result in outcomes such as home ownership, personal savings, quality childcare and access to health care.

The Critical Roles and Responsibilities of Partner Providers

United Way Partner Providers are key to United Way meeting its vision and mission. A Partner Provider is any organization that is currently receiving an investment from United Way for a specific program or set of services that delivers results toward the Cycle of Success. The process of becoming a Partner Provider is designed by United Way volunteers and staff to identify the highest performing organizations and programs for investment. While arduous and intensive, it also prepares the Partner Provider for successful achievement of its outcomes.

United Way and its funded Partner Providers voluntarily join in a strategic relationship to achieve a common mission by sharing responsibilities, risks, and rewards. Partner Providers are expected to maintain high standards of program integrity and quality, compliance, communication and reporting. Specific expectations are outlined in the Memorandum of Understanding between United Way and each Partner Provider (see Appendix).

WHAT TO EXPECT FROM United Way

United Way will:

Raise funds to support the mission of United Way
  ● Conduct an annual community campaign to raise the money and resources needed to create community impact
  ● Maintain responsible stewardship in the collection management and distribution of campaign funds and provide appropriate recognition of donors
Be a leader that supports and nurtures programming to address community-wide issues
- Define and assess priority issues in the community and keep an open dialogue with regard to the future direction of United Way
- Promote the value and contributions of Partner Providers to achieve United Way’s priorities in the community
- Convene and/or participate in collaborative efforts that support the mission, priority issues, and strategies selected by United Way
- Support the responsibility and accountability of a Partner Provider’s governing board to determine its own policies and manage its own programs
- Consider requests for new program funding that addresses a priority issue

Be responsible to Partner Providers
- Carefully manage information provided by providers
- Offer support beyond funding such as technical assistance with outcome measurement and guidance on other issues, where appropriate
- Offer support for community issues that impact United Way’s priorities

PARTNER PROVIDER EXPECTATIONS

REPORTING RESPONSIBILITIES
Each program receiving funding must meet reporting requirements. Two reporting periods have been established for each funding year (which runs from July 1 through June 30). Supplementary reporting requirements may be added by United Way in particular situations where such reporting is warranted. Each report must be completed in Apricot.

During each funding year:
- The first report, in January, will consist of providing progress reports of outputs and indicators from standard outcome measurements and demographics.
- The final report, in July, will consist of:
  - Program outcomes
  - Demographics
  - Organization and program budgets
  - Updated board information
  - Other best-practice organizational documents

APRICOT Database System
Apricot is an online application and reporting database that provides an efficient,
streamlined mechanism for performance reporting and review. United Way volunteers and staff will use required reports and results data to assess program efficiencies, progress, and success toward identified outcomes. United Way will also use results to report to the community how United Way donors’ investments have strengthened the community and improved people’s lives.

United Way may request additional reports throughout the year, such as general demographic and geographic data on clients served, in order to provide donors with information on how and where their donations are used in the community. All Partner Providers receiving United Way funding are encouraged to participate in training workshops regarding the online reporting process. The training will be provided by United Way at no cost to the Partner Providers.

**Reporting Process:** Partner Providers will submit reports twice a year, which will include:

- Data - twice per year
  - Advanced level Results-Based Accountability (RBA) Frameworks
  - Demographics
- Organization Documents - once per year
  - Updated audits, 990s, and other best-practice documents.
- A Success Story - once per year
- A Narrative - once per year:
  - Progress and Results
  - Successes and Challenges
  - Lessons Learned
  - Additional Information

**UNITED WAY 2-1-1**
United Way 2-1-1 is the local information and referral system for all social services. Please keep this information up to date as changes occur to staff or programs. To update information in 2-1-1, please visit [this site](#). For Partner Providers who have already registered, please login to the system and update any pertinent information. For Partner Providers that are new to 2-1-1, please register for an account and then input pertinent information into the system.

**CO-MARKETING**
A mutual commitment to communications and co-marketing efforts between United Way of Greenville County and Partner Providers is critical to illustrating the
work we do together to improve our community. United Way strongly encourages all Partner Providers to work with us to communicate and co-market our partnership in the following ways:

1. Include and acknowledge United Way in press releases and print, online and broadcast news stories when sources of support for agency/program are addressed. Partner Providers should identify themselves as a United Way funded program/community partner. United Way lists funded programs and agency partners in a majority of its most widely distributed collateral materials as well as on the United Way website.

2. Include the United Way community partner logo on organization’s website. Logo should hyperlink to the United Way of Greenville County website. United Way lists all funded partners on its website, along with a hyperlink to every organization’s website.

3. Prominently display a United Way community partner sign in Partner Provider main offices and satellite locations. United Way provides partner signs.

4. Like United Way of Greenville County on Facebook and follow on Twitter. Also, Partner Providers should consider sharing United Way’s Facebook posts and retweeting tweets with your agency’s supporters. United Way of Greenville County likes and follows all partner agencies, often sharing Facebook posts and retweeting quality partner agency tweets with United Way supporters.

5. Recognize United Way of Greenville County as part of Partner Providers sponsor/donor recognition structure. List United Way at the appropriate donor/sponsor level in all publications, website content, etc. where donor/sponsor recognition information is included. United Way recognizes that listing all United Way donors isn’t realistic. However, when United Way is recognized, Partner Providers are in effect collectively thanking and showing appreciation to every United Way contributor.

6. Participate as a member of a Speakers and Tours Bureau during United Way’s annual fundraising campaign. This shows current and potential donors the collective value of contributing to United Way. Participation offers Partner Providers and their programs exposure throughout the workplaces that participate in the United Way campaign each year.

7. Share success stories with United Way. United Way of Greenville County will use them in a variety of ways to show United Way donors and the community how United Way contributor dollars are being wisely and strategically used by Partner Providers.
POLICY ON FAITH-BASED AND PUBLIC PROVIDERS

In order to invest in the best possible programs in Greenville County, United Way must have the ability to partner and collaborate with a broad range of community stakeholders. Faith-based and religious organizations, quasi-governmental providers, and educational institutions are all potential partners that bring unique and innovative solutions to the community’s most pressing challenges.

These organizations present significant opportunities for outreach into hard-to-reach demographic or geographic areas, leveraging of governmental health and human service funding, and expansion of opportunities for collaboration beyond traditional community-based organizations.

The intent of the following policy is to establish guidelines for organizations requesting and using United Way funding that are faith-based, quasi-governmental, and/or educational. All Partner Providers that receive funding will be governed by this policy. These types of organizations will adhere to all reporting, governance, and financial requirements set forth by United Way, in addition to the following:

Faith-Based and Religious Organizations

United Way funding may not be used for the following purposes:
• Inherently religious activity during program time
• Worship, proselytizing, or religious instruction

The following guidelines will be followed when program services are offered in conjunction with other religious activities:
• Participation in religious activities may be offered, but cannot be required, in order to receive services (voluntary).
• No discrimination based on religion or religious belief.
• No promotion of a particular religion or exclusion of those who are not a part of the organization’s membership.

Governmental/Quasi-Governmental Organizations
(including public educational institutions)

The following guidelines will be followed:
• United Way funding must not supplant existing funding for program activities
• The Partner Provider assumes the majority of the program funding
United Way PARTNER ACCOUNTABILITY POLICY

The purpose of the United Way Partner Accountability Policy is to ensure that all United Way Program Investment Funds are used in a manner that demonstrates the highest levels of stewardship and accountability.

Partner Providers are required to comply with all articles outlined in the Memorandum of Understanding (MOU). A sample MOU is included in this Handbook.

There are three major areas of accountability:
- Reporting Requirements
- Performance on Outcome Measurement
- Relationship Quality

During the three-year funding relationship with United Way, Partner Providers will be assessed semi-annually in each of these three areas and will be categorized into one of three classifications based on the United Way Accountability Rubric.

Green = All requirements have been met; funding will continue
Yellow = One or more requirements is incomplete; funding is at risk
Red = Requirements have not been met; funding is likely to be suspended until status improves

Red Status in any one of the three accountability areas may lead to funding being withheld until the Partner Provider returns to good standing/Green Status.

Failure to submit any required document or report will be considered incomplete reporting, and the Partner Provider will be classified as Red Status and not eligible for any future United Way funding opportunities as long as that Partner Provider remains in Red Status.

Guide to Partner Accountability Rubric and Score
Green/Yellow/Red Status will be determined utilizing the United Way Accountability Rubric. Overall rubric score must be 2.5 to maintain compliance/be in good standing/Green status. Green=3, Yellow=2, Red=1.

An average of each section’s score -- Compliance / Performance / Relationship -- as outlined below is taken to determine the overall Accountability Score.
A. Reporting Requirements

- Green – Partner Provider has submitted all required documents and reports by the due date.
- Yellow – On Day One past the due date, Partner Provider will receive email notification of Yellow Status, and will have 15 days to submit required documents and reports.
- Red – On Day 16 past the due date, Partner Provider will be required to schedule a meeting between United Way staff/volunteers and Partner board/staff to develop a 90 day plan of correction.

B. Outcome Measurement

- Green – Reported outcome measurements are greater than 90% of expected results as described in Partner Provider’s proposal and agreed to in the MOU.
- Yellow – Reported outcome measurements are 70-89% expected results as described in Partner Provider’s proposal and agreed to in the MOU.
- Red – Reported outcome measurements are less than 70% of expected results as described in Partner Provider’s proposal and agreed to in the MOU.

C. Relationship Quality with United Way

- Green – Partner Provider responds to all United Way communications in a timely manner, actively participates in two-way communication about programmatic and organizational issues, and attends required meetings regularly.
- Yellow – This status is issued at the discretion of the Partner Relations Manager or United Way Volunteer. Contributing factors may include: lack of or late communication regarding programmatic or organizational issues, lack of or late response to United Way’s request for information, not attending required meetings regularly.
- Red – This status is issued at the discretion of the Partner Relations Manager or United Way Volunteer. Contributing factors may include: consistent failure to communicate regarding programmatic or organizational issues, consistent lack of response to United Way’s request for information, failure to attend required meetings.
Consequences of Non-Compliance or Failure to Meet Accountability Measures

All Partner Providers will be scored two times per funding year to determine their overall Accountability Score. These scores, along with any corrective action plans and their outcomes, will be considered during future funding decisions.

A. An overall rubric score of 2.5 or higher indicates a Partner Provider is in overall Good (Green) standing. United Way will advise the Partner Provider that it is in good standing. No further action will be taken.

B. An overall rubric score of 2-2.5 indicates the Partner Provider is At Risk (Yellow) status, and is at risk for becoming non-compliant.
   - United Way staff will notify the Partner Provider of this status. Partner Provider will be advised of the actions necessary to move to Good Standing/Compliant status.

C. An overall rubric score of 1.9 or below, or a score of 1 in any of the 3 categories on the Accountability Rubric, indicates the Provider Partner is in Non-Compliant (Red) status.
   - United Way staff will notify the Partner Provider of this status.
   - The Partner Provider will have 14 days to work with United Way staff and volunteers to develop a 90 day Corrective Action Plan to bring the Partner Provider into Good standing.
   - Upon the Partner Provider’s completion of activities outlined in the Corrective Action Plan, United Way staff will re-assess the Partner Provider using the Accountability Rubric.
   - The Partner Provider will be issued a status of Compliant/Good standing at the discretion of United Way staff and volunteers

D. When the status of Non-Compliant (Red) is issued to a Partner Provider, United Way may withhold monthly Community Investment payments to the Partner Provider until such time as the Partner Provider’s status is changed back to Good standing (Green) or At Risk (Yellow).
   - Withholding of payments will be temporary in most cases. Payments will resume, and held payments will be released, at the time that the Partner Provider’s status is moved to At Risk (yellow) or Compliant/Good (green).

E. Multiple occurrences of non-compliance (Red status) in a single funding year will be addressed by United Way volunteers to the board of the Partner Provider with corrective actions determined on a case-by-case basis. Some cases may result in loss of United Way Investment funding for the remainder of the funding cycle.
Rubric for Partner Accountability
United Way staff will score each item of each section according to the criteria outlined.

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<th>Reporting</th>
<th>100 – 80% completed correctly – green/3; 79-60% completed correctly – yellow/2; 59 – 0% completed correctly– red/1</th>
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<th>Outcome Measurement</th>
<th>Greater than 90% of outcome measures met-green/3; 70-89% met-yellow/2; Less than 69% met- red/1</th>
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<th>Relationship Quality</th>
<th>Yes always -green/3; Sometimes- yellow/2; No, never - red/1.</th>
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| Total Accountability Score | |
|----------------------------|
APPENDIX

MEMORANDUM OF UNDERSTANDING
BETWEEN
United Way of Greenville County
And
AGENCY NAME

United Way of Greenville County has entered into a partnership with AGENCY NAME. The mission of United Way is to bring people and resources together to build a Cycle of Success in Greenville County. The mission of AGENCY NAME is AGENCY MISSION.

This partnership is formed due to the successful application by AGENCY NAME to United Way’s Cycle of Success 2017 – 2020 investment process.

ARTICLE I – PERIOD OF PERFORMANCE

The term of this Agreement is for a period of July 1, 2017, to June 30, 2020, and may be extended pending written mutual agreement and continued funding. This agreement will not be revised at any time unless requested by either United Way of Greenville County or AGENCY NAME.

ARTICLE II- STATEMENT OF WORK

United Way of Greenville County agrees to:
1. Raise dollars to meet health and human service needs and to build community capacity.
2. Investigate, develop, and implement solutions to community problems in accordance with mutually established goals and objectives.
3. Demonstrate ethical behavior and accountability toward all constituencies through actions such as:
   a. Demonstrating responsiveness to donors’ philanthropic goals.
   b. Distributing funds in an ethical and efficient manner consistent with established priorities.
   c. Demonstrating appropriate fiscal responsibility for use of United Way dollars.
4. Convene collaborative entities for reasons of efficiency, effectiveness, scope, and/or impact.
5. Provide appropriate technical assistance on a periodic basis for reporting achievements and usage of United Way dollars and their impact.

AGENCY NAME agrees to:
1. Provide services as outlined in its funding proposal and data collection plan.
2. Recognize United Way support by adhering to co-marketing procedures as described in Partner Provider Expectations.
3. Conduct a United Way Annual Campaign within its workplace and, if requested, provide speakers and/or tours, and comply with other reasonable campaign-related United Way requests.
4. Abide by the United Way Donor Designation Policy, which maintains that funded Partner Providers will not solicit donors to direct designations to their organization through the United Way Annual Campaign.
5. Provide services without discrimination as to race, color, religion, sex, national origin, age, disability, or veteran status.
6. Be governed by a local volunteer board (representative of the community), organized and structured to provide policy and management direction. If the Partner Provider is the local arm of a statewide or national organization directed by a governing board, the Partner Provider must have a local advisory board or council.
7. Cooperate and collaborate with United Way, other health and human services providers, and nonprofit or public entities to prevent unnecessary duplication of services and to promote high standards, efficiency, and economy of service delivery.
8. Allow promotion of programmatic details of its United Way-funded programs in all United Way promotional material.
10. Recognize that the first line of communication is with the United Way Partner Relations Manager.
11. Cooperate with United Way in requests for site visits and/or fiscal and service information relating to the use of funds allocated to Partner Provider by United Way.
12. Report two (2) times per year on Results-Based Accountability Framework outcome measurements (See ARTICLE IV - REPORTING).
13. Provide independent audits to United Way on an annual basis, including management letters.
ARTICLE III - CLIENT MANAGEMENT SOFTWARE

AGENCY NAME agrees to utilize client management software either provided or approved by United Way of Greenville County. Operation of such software is required in order to ensure that AGENCY NAME successfully reports on unduplicated outputs and outcomes outlined in ARTICLE V – REPORTING.

ARTICLE IV – REPORTING

United Way will collect reports from AGENCY NAME twice during the time period of this agreement. The first report is due in January 2018, for the period July 1, 2017 – December 31, 2017. The second report is due in July 2018, for the period January 1, 2018 – June 30, 2018. Subsequent reporting dates will be communicated in writing by United Way staff by July 1, 2018, and July 1, 2019, respectively. The reporting for Apricot users will be seamlessly performed through the United Way Apricot enterprise system. Non-Apricot users must log on to the United Way Apricot enterprise system to submit reports. United Way reserves the right to alter reporting dates, periods, Results-Based Accountability indicators, and other metrics in order to successfully reach its strategic goals. Such changes will be communicated to AGENCY NAME in writing no fewer than 30 (thirty) days prior to the start of a new reporting period. Reports are to include the following materials:

Report 1 (due January 2018)

1. All Results-Based Accountability Indicator Sets
2. Demographics
3. Projected number of participants who will be assessed during the funding year, projected number of participants who will be served during the funding year, and proposed number of participants who will meet program outcomes

Report 2 (due July 2018)

1. All Results-Based Accountability Indicator Sets relative to strategy (below)
2. Demographics
3. Program Budget
4. Organizational Budget
5. Most recent financial audit or 3rd party review
6. Proof of 501(c)3 or 170(c)1 or 2 status (or other applicable tax exempt status)
7. Updated Board Information
8. Proof of Secretary Of State registration
9. IRS Form 990
10. Certificate(s) of Insurance
11. Current Organizational Strategic Plan

Results-Based Accountability Indicators

AGENCY NAME will provide unduplicated figures on the strategy metrics for each funded program during each reporting period. AGENCY NAME will also provide a program narrative and summary of program progress during each reporting period.

The required reports and results data will be used by United Way volunteers and staff to assess program efficiencies and progress toward identified projections and outcomes. United Way will also utilize results to report to the community how United Way donors’ investments have strengthened the community and changed people’s lives.

Additional reports may be requested throughout the year, such as general demographic and geographic data on clients served in order to provide donors with information on how and where their donations are used in the community. To assist with the reporting process, United Way will provide training at no cost to the Partner Providers.

ARTICLE V - FINANCIAL CONSIDERATIONS

United Way of Greenville County agrees to remit ANNUAL ALLOCATION AMOUNT to AGENCY NAME. Annual allocations will be disbursed in twelve (12) equally divided monthly payments beginning in July of each year. The first payment will be disbursed July 2017. This represents 1/12 of the program allocation approved for the period July 1, 2017– June 30, 2018.

Payment for the July – December 2017 allocation is funded from the 2016 United Way annual campaign. Payment for the January – June 2018 allocation is contingent upon the success of the 2017 campaign.

While it is the intent for funding to remain level for the three-year cycle, all funding is contingent on an annual program review, adequate performance and delivery of services and outcomes by AGENCY NAME, the success of the annual campaign, and/or other factors as determined by the United Way Board of Trustees.

With regard to the annual campaign, the United Way Board of Trustees reserves the right to adjust the approved allocation with thirty (30) days notice based on one or more of the following:
1. Pledge loss for the 2016 campaign,
2. 2017 pledges,
3. Pledge loss for the 2017 campaign,
4. 2018 pledges,
5. Pledge loss for the 2018 campaign,
6. 2019 pledges,
7. Pledge loss for the 2019 campaign,
8. 2020 pledges, and/or

ARTICLE VI - Compliance

Compliance with MOU and Compliance and Accountability Policy

Partner Providers will comply with the requirements and expectations as described in this Memorandum of Understanding and the accompanying Compliance and Accountability Policy. Partner Providers failing to meet the criteria set forth in the Compliance and Accountability Policy (attached) may have funding withheld or be terminated as a Partner Agency, if there is no demonstrated improvement.

Compliance with Law

The parties shall comply with all applicable federal, state, local laws and regulations. Nothing in this Agreement shall be construed to require either party to violate such provisions of the law or subject either party to liability for adhering to such provisions of law.

ARTICLE VII - OTHER CONSIDERATIONS

Independent Contractor

AGENCY NAME hereby acknowledges that all employees hired by it under or as a result of the Agreement shall during the term of this Agreement be deemed to be employees of AGENCY NAME and at no time be considered employees of United Way of Greenville County. Additionally, this Agreement shall not be construed so as to create a joint venture or partnership.

Neither party shall have the authority to make statements, representations, or commitments of any kind, or to take action which shall be binding on the other party, except as explicitly provided for herein or otherwise authorized in writing.

Indemnification
AGENCY NAME shall defend, indemnify, and hold United Way of Greenville County, its officers, employees, and agents harmless from and against any and all liability, loss expense (including reasonable attorney’s fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AGENCY NAME, its officers, agents, or employees.

United Way of Greenville County shall defend, indemnify, and hold AGENCY NAME, its officers, employees, and agents harmless from and against any and all liability, loss expense (including reasonable attorney’s fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of United Way of Greenville County, its officers, agents, or employees.

ARTICLE VIII - GOVERNING LAW

This Agreement constitutes the entire agreement between United Way of Greenville County and AGENCY NAME. Any changes or modifications shall be accomplished by amendment to this Agreement fully executed by the duly authorized representatives of the parties. In witness WHEREOF, the parties have caused the Agreement to be executed by their duly authorized representatives.

ARTICLE IX - MEDIA & PUBLICATIONS

All media releases, publications, presentations, and reports that develop from this initiative will recognize the authors based on their intellectual contributions, and will acknowledge United Way of Greenville County and AGENCY NAME. Each party agrees not to use the other’s name without prior approval for all media releases, publications, presentations, and reports.

ARTICLE X - TERMS & TERMINATION

The term of this agreement shall expire on June 30, 2020, unless terminated at an earlier date. Either party may terminate its status as a signatory to the Memorandum of Understanding and participant in the partnership on 30-day prior written notice to the other party at any time before the date of expiration. No further payments under the Agreement will be made after termination.

ARTICLE XI - MISCELLANEOUS
The parties shall frequently consult and collaborate to effect the terms and purposes of this Memorandum of Understanding and the functioning partnership memorialized herein. In the event of any dispute hereunder, the parties shall negotiate and mediate to reach agreement. The partners also agree to disclose promptly any conflict of interest that may arise during the course of activities arising out of this Agreement.

**ARTICLE XII - AGREEMENT**

This Memorandum of Understanding is agreed to by:

<table>
<thead>
<tr>
<th>United Way of Greenville County</th>
<th>AGENCY NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Printed Name: Ted Hendry</td>
<td>Printed Name: DIRECTOR NAME</td>
</tr>
<tr>
<td>Title: President and CEO</td>
<td>Title: TITLE</td>
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</tbody>
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