

STATEMENT OF AGREEMENT BETWEEN

AND UNITED WAY OF LICKING COUNTY (OHIO)

United Way of Licking County (Ohio) (*referenced hereafter as "United Way" or "UWLC"*) and _____ (*referenced hereafter as "Agency"*) enter into this Statement of Agreement on the _____ day of _____ 2023.

This agreement is entered into in the belief that identifying Agency and United Way roles and responsibilities will enhance the parties' ability to address the human service needs defined by United Way's Impact Areas and achieve United Way's mission, *"Improving Lives by Uniting the Community"* as well as the vision, *"Licking County is a Productive Community Where Individuals Achieve Their Full Potential."* This agreement also upholds the belief that the following are essential to achieving the mission and vision and to the success of our community's social, health, and safety net services delivery systems -

- a. Participation of representative citizens in community-wide planning, budgeting, and fundraising;
- b. Efficient, economical operations and maintenance of good standards;
- c. Collaborative fund-raising is the most efficient way to provide for the financial needs.

I. Agency Agreement. In exchange for the funding received hereunder, Agency agrees as follows:

A. Governance

1. Agency shall maintain a governing Board that meets applicable legal requirements and follows the Agency's bylaws. The Board shall meet regularly (at least four times a year) and exercise effective financial oversight and administrative control in accordance with accepted standards. Agency shall engage in activities and programs consistent with and prescribed by the Agency's Articles of Incorporation and/or Bylaws.
2. Agency shall abide by the relevant provisions of the United Way policies and procedures in effect as of the date of this Agreement, and as they may be hereinafter modified from time to time.
3. Agency shall conform to standards set by the Sarbanes-Oxley Act and IRS requirements as they impact nonprofits.
4. Agency hereby warrants and represents that all information contained, and statements made in the Funding Application, the contents of which are incorporated herein, are true and accurate and shall remain true and accurate throughout the term of this Agreement. Agency shall provide advance notice to United Way of any material changes at Agency that would impact the statements and information contained in the Funding Application or would violate this Agreement or any UWLC policies.
5. Agency shall notify the United Way (with a letter of explanation) within fourteen (14) days after the Agency becomes aware of (i) any actual or threatened action, suit or proceeding before any court or governmental authority or agency naming or adversely affecting the Agency and relating to United

Way funded programs, or (ii) any incident which results in an internal investigation that directly relates to a United Way funded program. The Agency will provide United Way with periodic updates on the foregoing matters and such other non-privileged information as may be reasonably requested by United Way. If requested by the Agency, the United Way shall sign reasonable confidentiality and non-disclosure agreements relating to such information.

6. Agency shall advise United Way of any changes to Agency's charitable giving tax status (e.g., 501c3) or changes in its relationship with its national organization and/or certifying body.
7. If the Agency is not headquartered in Licking County, Agency shall maintain representation of Licking County residents on its Board of Directors or shall maintain a local advisory board. This local advisory board will meet quarterly at a minimum, and shall have authority to review program, funding, policies and personnel as they are applied in the local program and to make recommendations to the Agency governing board.
8. Agency shall submit and uphold the United Way of Licking County Diversity, Equity, and Inclusion Statement of Principle, included as **Addendum A** of this Agreement.
9. Agency shall submit the United Way of Licking County Counterterrorism form in compliance with the spirit and intent of the USA PATRIOT Act and other counterterrorism laws required by the Internal Revenue Service, included as **Addendum B** of this Agreement.
10. AGENCY SHALL INDEMNIFY, DEFEND, AND SAVE HARMLESS THE UNITED WAY, ITS BOARD OF DIRECTORS, ITS EMPLOYEES AND AGENTS AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, DEMANDS, SUITS, JUDGMENTS, AND EXPENSES INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES AND COSTS, ARISING FROM OR RELATING TO (A) AGENCY'S PERFORMANCE OF THIS AGREEMENT OR BREACH THEREOF; OR (B) THE NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF AGENCY, ITS EMPLOYEES, AGENTS, OR CONTRACTORS. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

B. Staff and Volunteer Oversight

1. Agency shall maintain personnel policies which are in compliance with United Way's Diversity and Inclusion Policy and all applicable federal, state and local laws and regulations, including developing and implementing an Equal Employment Plan, Ethics, Conflict of Interest, and Drug Free Workplace Policies for its employees and volunteers that are in compliance with all federal and state regulations.

C. Financial Responsibility

1. Agency shall maintain an adequate and accurate system of accounting in accordance with the current standards of accounting and financial reporting for voluntary health and welfare organizations.
2. Agency shall maintain adequate internal fiscal controls as are necessary to complete all reports and filings and Agency shall comply with all applicable federal, state, county, and local laws, including the paying of its taxes on time and in full, and filing all tax returns on time-including employee income tax withholdings.
3. Agencies with a **\$500,000 or more operating budget** will provide an annual financial audit with management letter performed by an independent, certified public accountant that is a sole

practitioner or employed by a CPA firm. The audit must be performed according to current AICPA standards BY ASSIGNED DATE of each year. **Agencies with less than \$500,000 operating budget** will provide a reviewed or compiled financial statement from an independent certified public accountant that is a sole practitioner or employed by a CPA firm. The review must be performed according to current AICPA standards BY ASSIGNED DATE of each year.

4. Agency shall submit financial reports and requests for funds in the form prescribed by United Way.
5. Agency shall conduct supplemental fundraising within Licking County or impacting programs funded by UWLC in accordance with the UWLC fundraising standards and complete the "Supplemental Fundraising Activity" form, included as **Addendum C** of this Agreement.
6. Agency shall notify the UWLC of any capital campaign conducted or establishment of unrestricted endowment funds within Licking County or that impacts programs funded by UWLC.
7. Agency shall notify the UWLC immediately in the event of significant fiscal losses or fiscal commitments, including loans, mortgages or other encumbrances affecting the viability of any UWLC funded program. Examples include but are not limited to: non-timely filing and paying of taxes; if the Agency has been notified that it is not (or may not be) in compliance with any law, regulations or directives of any governmental authority; if its payroll, rent and important bills are in arrears; if the Agency has lost or experienced a significant cutback in an important source of funding. In each instance, a letter of explanation shall accompany the notification.
8. Agency shall use the UWLC funds only for the programs and services identified in the annual Funding Application. In no event shall UWLC funds be used for the funding of lawsuits or settlements of claims involving Agency or any other party.
9. The Agency shall maintain and submit proof of adequate liability insurance coverage, including director and officer liability insurance coverage, as well as property insurance coverage where applicable.

D. Communication

1. Agency will support the annual UWLC campaign effort by running an internal campaign with staff and use good faith efforts to participate in associated campaign events and activities and participate in UWLC fundraising efforts throughout the year.
2. Agency shall maintain open channels of communication with the United Way Board, divisions and committees.
3. Agency shall make a good faith effort to attend United Way of Licking County Community Partners Council (CPC) meetings/events and cooperate with United Way partner agencies in planning efforts, communication, and marketing.

E. Programming

1. Agency shall develop, implement and abide by all operational policies and documents as described in the application and checklist and all applicable federal, state and local laws and regulations for persons served by the Agency.

2. Agency shall render professional services that conform to generally accepted industry standards.
3. Agency shall provide advance notice to UWLC and obtain approval by the United Way for any plan to modify a United Way funded program that materially deviates from the description contained in the Funding Application.
4. Agency shall maintain and make available to UWLC raw data to support outcome information to the extent required by the Global Results framework and UWLC.

II. UNITED WAY AGREES TO:

- A. Distribute funding to Agency in the total amount as stated in the Award Letter attached hereto and incorporated herein for the Term of this Agreement.
- B. Distribute funding on a monthly basis unless other specific conditions have been attached to this agreement or identified and agreed upon by Agency and United Way.
- C. UWLC does not assume any responsibility for operating deficits with funded agency or programs. United Way recommends agencies have a written Operating Reserve Policy.
- D. UWLC recognizes the right of Agency's Board to determine its own policies and manage its program provided they do not conflict with this Agreement.
- E. Payments for all services provided in accordance with the provisions of this contract are contingent upon the availability of funds. In the event that funding is no longer available to United Way, therefore requiring changes to, or termination of this contract, such changes will be effective on the date that funding is no longer available, or later as is otherwise stipulated by the United Way.
- F. United Way reserves the right to reduce, modify or terminate funding if performance standards are not being met or if United Way determines that the program has not performed in accordance with approved purposes, program or budget.

III. OTHER: See attached sheet for additional points of agreement unique to this agency when applicable.

IV. TERM

- A. This Agreement shall be effective as of **January 1, 2024**, and shall terminate on **December 31, 2024**. This Agreement may be terminated: (i) by the mutual written agreement the parties as of the date specified in such writing; (ii) Agency may terminate this Agreement for convenience upon ten (10) days advance written notice from Agency to UWLC; and (iii) UWLC may terminate this Agreement, effective upon delivery of written notice from UWLC to Agency, in accordance with the Default provisions in Section V below or in the event of insolvency, bankruptcy, or receivership of the Agency. Upon Termination, Agency shall not be entitled to any further funding or payment and may be required to refund any payments not yet used. This section is not a limitation on any other rights or remedies available to UWLC in law or equity, including but not limited to a demand for full repayment of funds and such rights and remedies shall survive termination of this Agreement.
- B. Upon termination, Agency shall remove all references to UWLC, including symbols and logos, from its digital and print media.

V. DEFAULT:

- A. If Agency violates any term of this Agreement, as determined by the United Way in its reasonable discretion, United Way shall notify the Agency Executive Director and Board President in writing of the breach. Agency shall, within fifteen (15) days of the date of said notice do one of the following:
 - 1. Correct the breach and be in compliance with the terms of this Agreement,
 - 2. Develop and submit a corrective action plan with a timeline to cure the breach, or
 - 3. Dispute the breach.
- B. The United Way will review the corrective action or dispute of breach as specified under (b) and (c) above and determine, in its reasonable discretion, if the corrective action is sufficient to cure the default or uphold the refutation. In the event the United Way determines the corrective action or the corrective action plan is not sufficient, or denies the Agency's dispute of the breach, the United Way shall provide notice to Agency of its decision and may terminate this Agreement pursuant to Section IV. United Way and Agency may formulate an agreement if further monitoring of the plan of correction is required.

VI. MISCELLANEOUS PROVISIONS:

- A. This Agreement may be amended at any time by a written amendment signed by both parties.
- B. The failure of United Way to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.
- C. It is not the intention of the Parties to create, nor shall this instrument be construed as creating, a partnership or association that might render the Parties liable as partners and the rights and liabilities hereunder are several and not joint or collective. The Parties acknowledge that Agency is not an employee or agent of United Way. Agency shall not have the right or authority to negotiate, conclude or execute any contract or legal document with any third person in the name of United Way; to assume, create, or incur any liability of any kind, express or implied, against or in the name of United Way; or to otherwise act as the representative of United Way.
- D. All notices or other communications which are required or permitted hereunder shall be in writing and shall be deemed sufficient if delivered personally or sent by nationally recognized overnight courier or by registered or certified mail, postage prepaid, return receipt requested or by e-mail if receipt is confirmed by phone call. All communications required by the terms of this Agreement shall be in writing, directed to the respective Executive Director of the United Way and/or Agency and copied to the President of the Board of Directors of the United Way and/or Agency.
- E. The validity, construction, interpretation, and effect of this Agreement shall be governed by the laws of the State of Ohio, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction.
- F. If any provision of this Agreement is adjudicated to be invalid, illegal or unenforceable under applicable law, the validity or enforceability of the remaining provisions shall be unaffected. To the extent that any provision of this Agreement is adjudicated to be invalid, illegal or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited.



UNITED WAY OF LICKING COUNTY AGREEMENT

To accept the agreement and receive funds, please have this Agreement executed by a duly authorized representative of Agency and return the signed original with the Funding Application. Upon acceptance, United Way will sign the Agreement and forward same to the Agency.

UNITED WAY OF LICKING COUNTY (OHIO) AND

AGENCY NAME

Hereby agree to enter into an agreement, and all addendums included herein, from **January 1, 2024** through **December 31, 2024**.

AGENCY: This agreement was considered and approved by submission to our Board of Directors.

SIGNED: _____ Board President or Authorized Agency Representative

PRINTED: _____ Board President or Authorized Agency Representative

SIGNED: _____ Executive Director / CEO / President

PRINTED: _____ Executive Director / CEO / President

DATE: _____

_____ **DO NOT WRITE BELOW LINE. FOR UWLC USE ONLY.** _____

UNITED WAY: This agreement was considered and approved by our Board of Directors.

SIGNED: _____ Board President or Authorized Representative

PRINTED: _____ Board President or Authorized Representative

SIGNED: _____ Executive Director

PRINTED: _____ Executive Director

DATE: _____

United Way of Licking County

Diversity, Equity, and Inclusion: A Statement of Principle

The United Way of Licking County Board of Directors, staff, and volunteers will strive to reflect all of the many faces and walks of life which make up our community. We will genuinely demonstrate the principles of Diversity, Equity, and Inclusion which enrich all communities and by doing so we will become the model for all communities. To value diversity is to respect and appreciate race, religion, color, gender identity, nationality, socio-economic status, sexual orientation, physical and mental abilities, age, familial/parental status and any other protected classes as defined by federal, state and local regulations. Being inclusive to us means respecting, valuing and bringing together unique individual backgrounds to collectively and more effectively address issues facing our communities. The core values of Diversity, Equity, and Inclusion will be reflected in every partnership, strategy and investment involving the United Way of Licking County. Diversity is a critical component to achieving success in an everchanging environment. Every day, we experience dramatic changes occurring in our county: changing demographics and changing needs. Our ability to model effective, inclusive practices and make them an integral part of our business culture will enable our United Way to fulfill its Mission to improve lives by uniting the community. This mission will then support our Vision that Licking County is a productive community where individuals achieve their full potential.

We firmly oppose the many forms of structural racism and ethnic discrimination that persist in our society. We acknowledge the harm that has been caused to Black, Indigenous, and People of Color by these systems and unequivocally support equity for all. No one should be denied rights, liberties, or protection under the law due to the color of their skin or ethnic heritage, and we are committed to working to advance racial equity within our community and our organization. Through the relationships that we have built in Licking County since our founding in 1933, we have come to recognize that structural racism inhibits us from fulfilling the mission of the United Way of Licking County. We will work to promote and advocate for racial equity and an end to systemic racism which continues to harm our neighbors, friends, and family members.

Approved by the Board of Directors 11/8/2021

United Way of Licking County

Diversity, Equity, and Inclusion: A Statement of Principle

The above Diversity and Inclusion Statement was read and considered by our Agency leaders and its Board of Directors. It was agreed that our agency will abide by and adhere to this Statement for FY 2024.

Signatures – In signing, the persons whose names appear below attest that they are fully authorized to act on behalf of the agency they represent.

AGENCY: _____ Name of Agency

SIGNED: _____ Board President

PRINTED: _____ Board President

SIGNED: _____ Executive Director/CEO/President

PRINTED: _____ Executive Director/CEO/President

DATE: _____

United Way of Licking County Counterterrorism Compliance

In compliance with the spirit and intent of the USA PATRIOT Act and other counterterrorism laws, the United Way of Licking County requires that each funded organization certify that it is in compliance with United Way Worldwide's compliance program.

Organization Name: _____

Check the appropriate box to indicate your compliance with each of the following:	Comply	Do Not Comply
This Organization is not on any federal terrorism "watch lists," including the list in 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.	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>
This Organization does not, will not and has not knowingly provided or collected funds or provided material support or resources with the intention that such funds or material support or resources be used to carry out acts of terrorism.	<input type="checkbox"/>	<input type="checkbox"/>
This Organization does not, will not and has not knowingly provided financial or material support or resources to any entity that has knowingly concealed the source of funds used to carry out terrorism or to support Foreign Terrorist Organizations.	<input type="checkbox"/>	<input type="checkbox"/>
This Organization does not re-grant to organizations, individuals, programs and/or projects outside of the United States of America with out compliance with IRS guidelines.	<input type="checkbox"/>	<input type="checkbox"/>
This Organization takes reasonable, affirmative steps to ensure that any funds or resources distributed or processed do not fund terrorism or terrorist organizations.	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>

* 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.

I certify on behalf of the Organization listed above that the foregoing is true.

Print Name _____ Title _____

Signature _____ Date _____

[illegible]