

# Grantee Memorandum of Agreement



## I. Overview

This Grantee Memorandum of Agreement (GMOA) defines the cooperative and mutually beneficial relationship between United Way of the Lowcountry, Inc. (UWLC) and those agencies with programs receiving UWLC grant funding. It recognizes that both agencies are autonomous entities, drawn together through the shared goal of utilizing available resources for the greatest impact in Beaufort and Jasper counties. Both agencies understand that this is a voluntary relationship requiring teamwork, understanding, and cooperation for the benefit of the entire community.

UWLC focuses on creating measurable opportunities for our community to succeed and thrive, with an emphasis on addressing the areas of greatest need and with a focus on helping those in poverty improve their lives. As a result of this focus, UWLC will direct all of its resources to the following impact areas: Basic Needs, Education, Health and Economic Mobility.

UWLC, through its Community Impact process, partners with other not-for-profit organizations in the delivery of services. It seeks to eliminate duplication and to leverage Community Impact funding to maximize services and resources available for residents of Beaufort and Jasper counties.

UWLC agrees to provide funding in support of the program listed below.

## II. Award

- Impact Area:
- Goal:
- Agency:
- Program:
- 1<sup>st</sup> year Grant: **\$XX,XXX, with a 15% reduction of grant amount in 2<sup>nd</sup> year unless otherwise specified in Appendix A.**



## III. Contingencies and Caveats

Contingencies are defined as issues or concerns that are raised about one or more of the programs, or about the agency's capacity to provide the services for which it has applied for funding. Caveats are defined as stipulations that dictate how funding is or is not to be used. Contingencies and caveats may be issued at any point during the funding period, the application process, or after the funding has been awarded. ***(See Appendix A for details on specific contingencies or caveats that apply to the above award)***

#### **IV. Funding Period (2 years)**

The effective funding cycle is April 2023 through March 2025. Funding will be reviewed annually and may be decreased based on UWLC campaign results and collections. All grant adjustments will require approval by UWLC's Board of Directors. ***(See Appendix B for additional details)***

#### **V. UWLC will:**

- Inform the community about the positive impact of the entire UWLC network of Grantees through a comprehensive communications and marketing program, when appropriate, but at the sole discretion of the UWLC
- Conduct an annual community-wide fundraising campaign and use its best efforts and practices to solicit gifts and contributions to support work in the focus areas of Basic Needs, Education, Health and Economic Mobility for Beaufort and Jasper counties
- Recognize the responsibility and authority of each Grantee through its governing Board of Directors to determine its own policies and manage its own programs within the scope and spirit of this agreement
- Utilize trained volunteers and staff in matters regarding Community Impact funding decisions; facilitate a process that makes recommendations to achieve the greatest impact in meeting the current social service needs of the community as approved by UWLC Board of Directors

#### **VI. Grantees will:**

- Maintain up-to-date contact information for the agency with UWLC staff. If any changes are made, UWLC must be notified within 14 business days.
- Disclose to UWLC within thirty (30) days any significant changes in program design or operations (e.g. changes in program location, changes in key program leadership, changes in program components/delivery, material change in its organizational documents or a dissolution, merger or consolidation information, etc.) or any other factor(s) that might affect the agency's ability to accomplish agreed upon goals/outcomes.
- Adhere to all Grantee Memorandum of Agreement (GMOA) expectations
- Comply with and support all applicable laws concerning unlawful discrimination and have a written policy that is in compliance with such laws
- Submit financial statements and supporting information upon request of UWLC
- Conduct an annual UWLC fund-raising campaign among Grantees' employees and Board members ***(See Appendix C for additional details)***
- No active solicitation in the workplace independently of UWLC.
- Notify UWLC at least 30 days prior to the commencement of the "silent phase" of a capital campaign
- Support UWLC in the community with co-marketing efforts including but not limited to identifying their organization as a Grant recipient with use of the UWLC logo, providing speakers for events (such as UWLC's campaign kick-off), hosting program tours and educating staff and volunteers about United Way as more fully described in Appendix D.
- Participate periodically in 3<sup>rd</sup> party evaluations at/upon request from UWLC
- Have Leadership participation (Executive Director and/or Board Chair) at UWLC's Annual Meeting
- Have Executive Director and/or appropriate program staff attend applicable training opportunities, including but not limited to trainings for outcomes, reporting, and evaluation

## **VII. Conditions**

All funding must be used in accordance with all applicable procedures and the following stipulations. Failure to abide by all terms set forth within this GMOA could result in a reduction or forfeiture of the grant award. Please read the following carefully:

### **1. Non-Disparaging Clause**

Upon accepting funding, the organization agrees that employees, Board members or agency representatives will not make any disparaging or negative comments about United Way of the Lowcountry, its employees or representatives to any third party. This agreement extends to all oral, written, electronic and or other communication.

### **2. Service Area**

The service area for UWLC includes Beaufort and Jasper counties. An office location must be maintained in our service area and Grantee agrees to ensure that funding is used to provide services to Beaufort and Jasper residents.

### **3. Governance**

Grantee agrees to maintain a responsible governing board whose members serve without pay and are representative of the community. The Grantee's board is required to meet at least quarterly, operate with a quorum, and record the minutes of all meetings. The Grantee's board is required to exercise control over financial matters, and oversee the fiscal affairs of the organization, including the development and adoption of an annual budget. The Grantee's board also must regularly monitor income and expenditures, and fully discloses all assets and liabilities. The Grantee's board must maintain and adhere to written Bylaws, which are reviewed at least every five years. Information regarding governance and management of the organization (articles of incorporation, and written policies and procedures) must be made available upon request.

### **4. Outcomes-Based Funding**

UWLC's mission reflects a focus on measuring outcomes for funded programs, initiatives, and strategies. Details regarding outcome alignment, revisions of outcomes, indicators and related data, and use of on-line data reporting tools are outlined in **Appendix E**.

### **5. Non-Profit Status**

In order to receive funds from UWLC, the organization must maintain a Federal 501 (c) 3 status with the Internal Revenue Service.

### **6. Financial Reporting Requirements**

Grantee agrees to keep comprehensive and accurate financial records that conform to basic accounting and financial reporting requirements and to have these records audited or reviewed annually by an independent auditing firm or the organization's Board. Three different levels of requirements have been established that are based on the Grantee's overall budget. Details regarding these requirements are outlined in **Appendix E**.

## **7. Insurance Requirements**

All agencies who receive funding will be required to have appropriate insurance coverage (examples: property, general liability, professional liability, fidelity bond, directors' and officers' liability and vehicle), and maintain general liability insurance and directors' and officers' insurance. Furthermore, all agencies are required to name the UWLC as an additional insured on their general liability insurance. Proof of this coverage will be required prior to release of funds to agencies. Details regarding these requirements are outlined in **Appendix F**.

## **8. Overhead**

Organizations must maintain a reasonable overhead percentage of no more than 30%.

## **9. Secretary of State**

All grantees are required to be registered, and in good standing, with the South Carolina Secretary of State's office for the duration of the funding period, or be able to provide a current registration exemption. The annual registration letter received from the Secretary of State's office must be provided to UWLC annually.

## **10. Counterterrorism**

All agencies are required to be in compliance with the USA PATRIOT Act and other state and federal anti-terrorism laws.

## **11. Volunteer Involvement/Engagement**

All organizations are required to utilize volunteers (when applicable) in an effort to keep delivery of services efficient and cost-effective. To this end, all grantees must be able to track volunteer usage at the program level and report total number of volunteers supporting program activities.

## **12. Restrictions on Funds**

Funds issued through the Community Impact Fund are 'restricted' funds and are to be used only to support the strategies, programs, or initiatives listed in section II of this document. To that end, funds are permitted for all expenses related to the specific strategies, program, or initiatives, including staff, materials, evaluation and other overhead expenses specifically attributed to the program. Community Impact Funds are not permitted to be used as general organization operating dollars, to fund capital campaigns or to be transferred to reserve accounts.

## **13. Payment Terms**

United Way will disburse Community Impact funding in monthly installments in accordance with UWLC's fiscal year. Any unused funds for the program year must be returned to UWLC unless a special approval for extension has been authorized in writing from UWLC.

## **14. Termination Options**

With cause, UWLC or any agency receiving UWLC funding may terminate the funding relationship at any point during the funding cycle. If funding is terminated, any unused funds must be returned, and funds that are to be paid out in the future will be immediately forfeited.

**15. Acceptance of Funding**

Signing this agreement indicates acknowledgement and acceptance of the terms outlined above and in all appendices. Signing parties of this agreement have read and fully understand and accept the terms set forth. Failure to meet any of the terms as described in this agreement may be considered cause for termination of funding.

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**Grantee Organization Name**

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*Grantee Board Chairperson Signature*

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*Grantee Executive Director Signature*

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*Printed Name Board Chairperson*

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*Printed Name Executive Director*

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*Date*

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*Date*

**United Way of the Lowcountry, Inc.**

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*Marge Barber  
Community Impact Chairperson*

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*Dale Douthat  
President/CEO, UWLC*

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*Date*

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*Date*

**APPENDIX A: Contingencies and Caveats**

Contingencies are defined as issues or concerns that are raised about one or more of the programs, or about the organization's capacity. Caveats are defined as stipulations that dictate how funding is or is not to be used.

Contingencies may be issued at any point during the funding period, during the application process or after the funding has been awarded.

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If there are any recommendations or contingencies related to this award, they are outlined below:

**APPENDIX B: Grant Adjustments**

The funding cycle begins April 1, 2022, and runs through March 31, 2024, unless otherwise indicated. Funding will be reviewed annually and may be decreased based on UWLC campaign results and collections as well as other consideration of the UWLC in its sole discretions. All grant adjustments will require approval by UWLC's Board of Directors.

**Grant Decreases:**

If the UWLC campaign does not reach its community fundraising goal or if other issues arise that make it impractical for the UWLC to make a grant, there is potential for Grantees to receive a decrease in their grant amount. If the reduction puts the program at risk, UWLC is to be notified immediately.

APPENDIX C: Fundraising Parameters

Category	Description
<p><b>Conducting a United Way Workplace Campaign</b></p>	<p>All UWLC grantees are required to conduct an annual internal United Way fundraising campaign among their employees and Board of Directors, allowing UWLC staff to make a formal presentation/request. UWLC staff will provide organizations with the resources to conduct a campaign. The agency/collaborative also agrees to support the UWLC Speakers Bureau and Days of Action (e.g. Day of Caring) projects, as needed.</p>
<p><b>Fundraising</b></p>	<p>The Grantee agrees to join with UWLC and other organizations in community-wide efforts to raise funds to meet human service needs within Beaufort and Jasper counties. This GMOA does not limit the Grantee’s right or ability to conduct fundraising activities on an independent basis except that only UWLC is permitted to conduct workplace fundraising campaigns.</p>



APPENDIX D: Co-Marketing Requirements

Grantees agree to support UWLC during its fundraising campaign and in the community in the ways identified below and understand that failure to participate may lead to a reduction or elimination of funding.

Category	Description
<b>UWLC Branding of a Funded Partner</b>	<p>UWLC logo (logo should not be altered) must be present and/or United Way must be mentioned in the following:</p> <ul style="list-style-type: none"> <li>• Places of operation visited by customers/clients where funded program(s) take place, including the use of a UWLC logo</li> <li>• Collateral/printed materials for the funded program(s) – such as newsletters, brochures or pamphlets, etc.</li> <li>• Identify partnership by placing UWLC logo on organization’s website and have a link to <a href="http://www.uwlowcountry.org">www.uwlowcountry.org</a></li> <li>• Identify as a funded UWLC partner agency on all social media accounts.</li> <li>• United Way support must be mentioned in all listings of organization and program funders, including annual report</li> <li>• Press releases and media interviews about the funded program(s)</li> <li>• Special events (e.g., annual meetings, fundraising events, etc.)</li> </ul>
<b>Speakers and Tours</b>	<ul style="list-style-type: none"> <li>• Provide speaker(s) who have been trained by UWLC staff to deliver a community-wide message, especially during United Way campaign.</li> <li>• Host program/facility tours and organize volunteer projects (where relevant).</li> <li>• Provide marketing materials, including media interviews for United Way stories.</li> </ul>
<b>Education</b>	<p>Educate employees and volunteers about the unique opportunity United Way provides for our whole community to work together, as well as the <i>specific</i> work United Way supports through your organization.</p>
<b>Success Stories/ Photographs</b>	<p>Provide 4 success stories and examples that may be incorporated into United Way’s ongoing donor communications efforts throughout the grant cycle (2 in application and 2 during interim report), including photographs when client confidentiality is not in jeopardy.</p>

To obtain updated electronic logo files or for any specific questions or concerns about marketing standards and compliance, please contact Wendy Jones at [wjones@uwlowcountry.org](mailto:wjones@uwlowcountry.org).

**APPENDIX E: Reporting and Evaluation**

UWLC has a particular responsibility to be a good stewards of the dollars donated. As such, we reserve the right to request program information at any time during the granting period. Failure to produce the requested information in a timely manner may be considered cause for termination of funding.

At the beginning of the second grant year, all grantees may be required to submit reports on organizational information and compliance, program outcomes, and results achieved by the program participants in the first year of the granting period. If the information requested is not provided, UWLC has the right to place a hold on all allocations to that organization until such time as the organization resolves the issue or UWLC elects to terminate funding.

Additionally, some programs may be required to submit additional reports in order to resolve contingencies.

**Evaluation Philosophy**

UWLC believes that program evaluation is a method not only for measuring the impact we have on the community, but also for learning how we can improve our efforts.

All Grantees are expected to:

- Conduct strategy and program-level evaluation that examines the services provided and the impact of those services on participants
- Summarize and analyze program evaluation data and utilize it for improving program quality, service delivery and results
- Report the results of program evaluations through the Program Outcome Report tool via the designated online system, CommunityForce
- Participate periodically in third-party evaluations upon request such as focus groups and interviews

**On-line Data Management (CommunityForce)**

- All grantees agree to have staff trained to use UWLC's online data management system, CommunityForce, for data entry
- UWLC will provide periodic training and technical assistance for the CommunityForce system data entry
- Grantees are responsible for maintaining and protecting their assigned password. UWLC assumes no responsibility for lost or misplaced passwords

**Revisions and Changes**

- If a grantee wishes to revise key performance indicators, outcomes or measurement tools outlined in their grant application request, the organization must notify UWLC in writing prior to making any changes, providing proper justification
- Failure to obtain UWLC approval for these changes or alterations to key performance indicators, outcomes or measurement tools will jeopardize the funding agreement

**Accountability**

The grantee is held accountable for the targets projected for the indicators listed in the application. It is expected that targets will be projected with full supporting information. Progress towards targets will be evaluated annually. *Each grantee is responsible to maintain backup copies of all data submitted to UWLC.*

**APPENDIX E: Reporting and Evaluation (cont.)****Client Confidentiality and Data Sharing**

- UWLC has full rights to use data to advance the work of the community agenda
- All data submitted to UWLC through the application process and any subsequent reports are considered the property of United Way. As such, UWLC reserves the right to aggregate this data with data from other similar grantees and use it for communication materials, presentations during the fundraising campaign and for developing “best practices” materials that can be shared with other organizations
- Individual client confidentiality is protected and UWLC will NEVER disclose a clients’ name or photo without prior consent and approval from grantee and client

**Financial Reporting Requirements**

In order to determine fiscal accountability and financial stewardship, any organization (or fiscal agent if collaborative) seeking funding through the Community Impact granting process must have two (2) years of financial audits or generally accepted financial report documents for review, based on the below threshold:

- Up to \$300,000: Audit committee assigned by the governing board to issue a financial report in a format approved by United Way of the Lowcountry, Inc. and signed by at least three members of the agency’s board
- \$300,001 to \$750,000: Independent Certified Public Accountant to issue a review that conforms to generally accepted accounting practices for voluntary health and welfare organizations
- \$750,001 and above: Independent Certified Public Accountant to conduct an audit that conforms to generally accepted accounting practices for non-profit voluntary health and welfare organizations; and management letter

The following financial documents might be requested. If so, required documentation must be submitted by April 1<sup>st</sup>, prior to the second-year funding disbursements:

- Most recent financial documentation (report, review or audit)
- 990 IRS document
- Scanned printout from SC Secretary of State’s website showing the overhead percentage calculated from the data submitted to their office

**Evaluation Process**

Grant application reviews are conducted by citizens of Beaufort and Jasper counties who volunteer for UWLC and contribute to the annual campaign. They provide the funding recommendations to UWLC’s Board of Directors, who are responsible for the final funding decision.

## **APPENDIX F: Insurance Requirements**

- All applicants must have appropriate insurance coverage (examples: property, general liability, professional liability, fidelity bond, directors' and officers' liability and vehicle).
- All agencies who receive funding will be required to maintain general liability insurance and directors' and officers' insurance and are further required to name the UWLC as an additional insured on their general liability insurance. Proof of this coverage will be required prior to release of funds to agencies.

### **Instructions to agencies:**

Naming United Way of the Lowcountry as an additional insured can be done by grantee's general liability carrier by request to their agent or company directly. Just let them know that by contractual requirement UWLC is to be named as additional insured under grantee's general liability policy, and grantee is to provide annual proof of this coverage to UWLC. This is common business practice, and the insurance carrier will understand the request.

### **Why:**

As a funder to the grantee, UWLC could be targeted in any litigation brought on the grantee. Being named as an additional insured on the grantee's general liability policy protects the interests of United Way in this situation.