

AGREEMENT OF AFFILIATION

BETWEEN

with its office located

(Hereinafter referred to as the Agency)

And

UNITED WAY OF SAMPSON COUNTY, INC.

(Hereinafter referred to as United Way)

This agreement is entered into in the mutual beliefs of the above named parties that: (a) the county of Sampson, North Carolina forms the basis for our community--wide efforts and that participation from all areas of our community is essential; (b) a effective way of providing maximum resources for health and human care services: and (c) it is the consideration of the total health and human care needs of our community, development of volunteers and our commitment to bring about a delivery system according to open, rational and non-discriminatory procedures which form the basis for this working relationship.

Both United Way and the Agency Agree, That Each

1. Has an active, responsible, and voluntary governing body, with representation from diverse elements in the community, which exercises effective control over the operations of the organization;
2. Faithfully adheres to a policy of nondiscrimination with respect to age, sex, race, religion, and national origin in connection with the makeup of its governing body, committees, and staff and the persons whom it directly and indirectly serves;
3. Has been ruled exempt from taxation under Section 501(c) (3) of the Internal Revenue code as well as corresponding provisions of other applicable state, local, or foreign laws or regulations;
4. Uses ethical methods of publicity and promotion as established by national professional public relations associations. (For example, see attached "Code of Professional Standards" adopted by the Public Relations Society of America.);

5. Issues an annual report to the public, including a financial report that complies with the "Standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations" or similar standards that are recognized and approved by United Way of America's Board of Governors.

B The Agency Agrees

1. To provide a needed, non-duplicated service of education, prevention, remediation and/or contribution in the field of health, welfare or recreation within our community/county;
2. To support and assist the United Way in the annual fund raising campaign;
3. To engage in an effective public relations program in which the objectives, services and accomplishments of the Agency and the United Way support of such services are adequately publicized; to cooperate with and assist the United Way in its public information programs; and to make use of the United Way logo on letterheads and at all of its public functions;
4. To submit its proposed annual budget and budget request approved in advance by its governing board and in the format prescribed by United Way to the United Way within the agreed upon time schedule and to cooperate with the Allocations Committee in accordance with its review procedures;
5. To cooperate with the United Way planning committee in its efforts to coordinate human care services in the community and cooperate in the conduct of such studies as may be needed in support or planning, Allocations, Communications and/ or Fund Raising;
6. To conform with the united Way audit policy as approved by the Board of Directors on 10/30/91 as revised 2/23/94. A copy of the audit, financial statement, or IRS form 990 should be submitted to the United Way within four months after the Agency's fiscal year;
7. To submit quarterly financial reports to the United Way on the forms provided for that purpose that accurately reflect the Agency's current financial status;
8. To submit for prior approval and discussion by the United Way, all proposals for supplementary fundraising efforts as outlined in the United Way Policy On

Supplementary Fund Raising;

9. To submit for prior approval and discussion by United Way all proposals for new programs and/or expansion of a programs that may require United Way financial support now or in the future; and

10. To realize and utilize all possible operating income that might be secured through the Agency's normal activities, e. g. , fees for service, interest, non-designated contributions and membership fees, while at no time paying a commission in connection with fund raising.

C. The United Way Agrees

1. To respect the essential autonomy of the individual Agency and the authority of its Board of Directors to determine its own policies and to manage its own service;
2. To develop its objectives for the annual fund raising campaign with due regard for the requirements of all anticipating agencies, fund raising realities and other pertinent considerations to raise the maximum funds. To use its best efforts to achieve the campaign objectives and to exceed those objectives whenever possible;
3. To provide a reasonable, comprehensive and courteous review of each Agency;
4. To allocate contributed funds in a manner which recognizes the relative need among services provided by the Agencies;
5. To pay the Agency on the basis of the annual approved allocation and campaign collections;
6. To act as a steward of contributed funds by informing the public of the allocations; and
7. To submit its annual financial records to an audit by a Certified Public Accountant, a copy of which shall be made available for inspection by the Agency upon request.

D. Enforcement and Termination

1. This agreement may be revoked by either party by such party giving written notice to the other party at least ninety (90) days prior to the United Way annual fund raising drive. The party to whom notice of termination

raising drive. The party to whom notice of termination is given shall have the right to a hearing before the governing board of the other party; and

2. The United Way reserves the right to issue a "Notice of Exception" to an agency exhibiting substantial problems or deficiencies as identified by the United Way in any area of operation. Said Notice, signed by the originating allocations review committee, shall describe such problem or deficiency and explain the nature of contraction to United Way policy or understanding. The Agency shall be given one (1) year to show substantial progress in eliminating the problem or deficiency.

If substantial progress has not been made during the year, a "Notice of Probation" will be issued. All officers and executives of the Agency, as well as, any state or national office to which the Agency is affiliated shall receive a copy of the "Notice of Probation". If the problem or deficiency noted has not been resolved to the satisfaction of United Way by the end of the second year, the Agency's affiliation with the United Way will be terminated. If the Agency requests a meeting, the United Way will arrange for a panel of representative board members and will insure the members of the originating allocations committee group attend the meeting.

In witness of approval of this Agreement of Affiliation, the undersigned have affixed their signatures:

AGENCY
BY: _____
CHAIRMAN / PRESIDENT OF BOARD OF DIRECTORS

BY: _____
CHIEF EXECUTIVE OFFICER OR SECRETARY

DATE

UNITED WAY OF SAMPSON COUNTY, INC.

BY: _____
PRESIDENT OF BOARD OF DIRECTORS

BY: _____
VICE PRESIDENT / SECRETARY / TREASURER

DATE