

2009 PARTNER AGENCY AGREEMENT

The mission of United Way of Hall County (UWHC) is *uniting people, organizations and resources to improve lives in Hall County*. To support its mission, UWHC invests in four focus areas: Children & Youth, Crisis Intervention, Self-Sufficiency and Health. These investments are made through partner agencies' and their programs and strategic community partnerships.

Partner agencies are those UWHC relationships which meet established criteria and commit to partner with UWHC to find solutions which make the greatest impact and yield the greatest results in improving lives and community conditions in Hall County on a long term basis.

This document serves as the Partnership Agreement between UWHC and _____, and is valid for the period of two years, beginning May 1, 2009 and ending April 30, 2011. Funding is contingent upon: 1) Agency compliance with the policies and conditions set forth in this agreement and 2) UWHC's ability to maintain sufficient cash flow to fund community investments. This agreement provides funding in the amount(s) listed:

Program

Allocation

Conditions as noted in Community Investment volunteers' comments and recommendation(s):

Community Investment volunteers expressed appreciation for and continued support of the work of BSA in Hall County. They look forward to hearing more about the results of the program and the Latino outreach program.

Current year IRS 990 and audit is due _____.

6 months financial statements year-to-date is due _____.

12 months financial statements year-to-date is due _____.

This agreement provides guidelines for this ongoing partner relationship and for our expectations of each. Signing this agreement indicates you and your board accepts and is willing to abide by the terms contained in this document.

As parties to this understanding **BOTH UWHC AND THE AGENCY AGREE** as follows:

- To strive to increase the public's understanding, appreciation of and participation in health, welfare and character-building services.
- To consult and work together on matters of common concern for the best interest of the community as a whole.
- To affirm a policy of non-discrimination in service delivery, employment, and all areas of operation.
- To maintain an independent active/rotating governing body of at least 7 voting members who are not related and are citizen volunteers that have the authority to decide policy and strategic direction with respect to programs, administration and finance in accordance with organization's by-laws. Paid staff can not be a voting member.
- To maintain the organization's 501c3 status in accordance with state and federal laws.

PARTNER AGENCY AGREES AS FOLLOWS:

- To support and abide by all pertinent policies and procedures established by UWHC.
- To certify that Agency meets all federal, state and local laws and provide supporting documentation if requested.
- Acknowledge and promote UW relationship to staff, volunteers and public. Assist in UWHC's annual fund raising campaign by: informing board, staff and volunteers of the importance of the campaign, encouraging support via Agency communication channels (newsletters, etc.), encouraging Board, staff and volunteers to participate through their companies or individually, conducting a internal Agency campaign to inform employees of the work of United Way; participating in campaign presentations, and offering tours of the Agency where possible.
- To identify itself in every way possible with UWHC - through its activities, published material, press releases, and signage.
- To use United Way logo in a manner consistent with United Way of America's licensure agreement on locally produced printed materials, letterheads, publications, and at public functions.
- To notify UWHC immediately of any changes in its non-profit status or it's Executive Director.
- To notify UWHC of any *changes or litigation* occurring within their organization which:
 - Threaten the financial viability of either the organization or the UWHC funded program
 - Threaten the organization's ability to perform services within UWHC funded programs
 - Could negatively impact the public's perception of the organization
 - Result or could result in a criminal investigation of the organization, any of its programs, or the actions of the organization's staff or volunteers
 - Could result in loss of licensure

These changes may include, but are not limited to, loss of any funding which could result in severe financial hardship to the organization or to a United Way funded program; any situation which would affect the provision of services of a United Way funded program at the level proposed by the organization and approved by UWHC; any situation (either real or perceived) which could negatively impact the organization and/or program's reputation in the community, resulting in either a loss of funding, clients, or public confidence; or any act by organizational or program staff and/or volunteers which is potentially criminal in nature and/or results in intervention or investigation by law enforcement officials.

In the spirit of partnership, UWHC agrees to inform its program partners should it find itself in similar circumstances.

- To notify UWHC of any information that might negatively or positively impact the fundraising capacity of UWHC.
- To comply with and assist Community Investment volunteers to coordinate site visits with staff, board and volunteers.
- To keep UWHC appraised of significant changes in organization and funded program activities.
- **Accounting Procedures**

- To prepare and adopt a balanced budget and to strive to operate within the budget.
- To keep complete and accurate books of account and financial records in accordance with Generally Accepted Accounting Principles and to make them available to UWHC representatives on request.
- To have Agency's financial review Board members review and approve the financial statements of the Agency on a monthly basis and the entire Board reviews them at a minimum on a quarterly basis.
- To comply with UWHC Policy on Financial Reporting outlined below:
 - IRS 990 or IRS 990EZ as required by IRS within 6 months of fiscal year end
 - **If annual total revenue is \$99,999 or less** - provide detailed financial statements including balance sheet and statement of activities compared to budget for most recent 2 fiscal quarters
 - **If annual total revenue is \$100,000 to \$249,999** submit financial review prepared by independent CPA within 6 months of fiscal year end. If total UWHC investment is over 33% of Agency's total annual revenue then an independent audit by CPA is required within 6 months of fiscal year end
 - **If annual total revenue is \$250,000 or more** submit full audit prepared by independent CPA within 6 months of fiscal year end to include all notes and management letter within 6 months of year end. If UWHC funding is less than 10% of Agency's overall total annual revenue and no other funder requests an independent audit, Agency may request a waiver to provide a financial review in lieu of audit. Waiver will be reviewed by CI Panel and recommendation made to board for final determination
 - Provide **current fiscal year 6 month year-to-date financial statements (do not have to be audited)** including balance sheet and statement of activities compared to current projected budget. Submit in Agency's own format as provided to its finance committee, and/or board in lieu of finance committee, within 30 days following end of 6 months.
 - Provide **current fiscal year 12 month year-to-date financial statements (do not have to be audited)** including balance sheet and statement of activities compared to current projected budget. Submit in Agency's own format as provided to its finance committee, and/or board in lieu of finance committee, within 30 days following end of 12 months.
- To have the Agency's Board members review any audit or other financial report required by UWHC.
- **Operations**
 - To maintain generally accepted management practices and to comply with all applicable governmental regulations.
 - To carry out the programs of the Agency in such a manner as will best meet the needs of the community and will be consistent with high standards of service, efficiency and economy.
 - To work in a collaborative manner with other agencies.

- To provide service to individuals regardless of their ability to pay.

UWHC AGREES AS FOLLOWS:

- To respect each Agency's prerogative to determine its own policies and programs within the community.
- To preserve and promote the identity of each Agency and disseminate information about their services.
- To keep agencies informed about UWHC issues that might affect the operation of their organizations.
- To work to unite people, organizations and resources to improve lives in Hall County.
- To conduct a community investment process for partner agencies on a bi-annual basis.

▪ **Community Investment Process**

- To allocate funds in a manner that recognizes UWHC's desire to invest in certain services that address community needs and are within UWHC's focus areas for funding.
- To provide a reasonable and comprehensive process to review programming and budget of each Agency to insure a positive impact on community needs and efficient use of UWHC funds.
- To have the recommendations of the Community Investment volunteers subject to review and approval by UWHC Board of Directors.
- To pay monthly to each Agency 1/12 of its annual UWHC investment unless otherwise specified and provided funds are available. Funds to be disbursed by the 10th day of each month.
- To maintain a fair Appeals Policy. Organizations contemplating an appeal should bear in mind that the initial judgment of allocation panels will be respected unless it is clearly demonstrated that the agency has a valid basis for an appeal. The reasons for the appeal must be cited and accompanied by fully substantiated data.

To be considered a valid basis for appeal or discussion, the appealing organization must demonstrate that there was a factual error, due in no part by Agency information or presentation, made by the United Way panel volunteers in the evaluation or interpretation of the organization's programs, management, or request for funds and that, but for that error, the recommendation of the panel would have been different.

▪ **Fund-Raising**

- To conduct an annual community-wide appeal for funds to support services within UWHC's focus areas for community investment.
- To develop and maintain a program of year-round resource development which may include partnering in grants, seeking major gifts and planned giving.
- With due regard to economic realities and other pertinent considerations, to endeavor to raise the maximum amount of funds from all sources to support partner agencies, UWHC funded services and other strategic community initiatives.

- **Accounting Procedures**

- To prepare and adopt a balanced budget and to strive to conduct operation within that budget.
- To keep complete and accurate books of account and financial records in accordance with Generally Accepted Accounting Principles and to submit all of its financial records to an annual audit by an independent certified accountant.
- To have volunteer Finance Committee review and approve UWHC financial statements on monthly basis and to have UWHC Treasurer report monthly to the Board of Directors or Executive Committee.
- To serve as a responsible steward of funds publicly contributed to UWHC, to inform the public on use of such funds, and to keep the books and records of UWHC open to responsible public scrutiny.
- To strive to insure the stability of UWHC by maintaining a two month operating reserve account, such funds to be invested at the direction of the Finance Committee and Board.

- **Operations**

- To work collaboratively with other community partners on issues of common concern.
- To maintain generally accepted management practices and to comply with all applicable governmental regulations.
- To carry out the programs of UWHC in such manner as will best meet the needs of the community and will be consistent with high standards of service, efficiency, and economy.
- To offer the consultation of its staff and committees in areas needed by partner agencies.
- To keep agencies informed about admission of new agencies, partnership status, and investment of funds and similar matters of concern.
- To maintain two (2) seats on UWHC Board of Directors each of which is to be filled by sitting Executive Directors of Partner Agencies chosen in the manner prescribed by UWHC by-laws.
- To adhere to the membership criteria and standards of United Way of America.

- **MISCELLANEOUS PROVISIONS**

- **Renewal:** This Agreement shall be renewed by the Agency and UWHC upon installation of a new board president, change of Executive Director of the Agency. Term of agreement is May 1, 2009 – April 30, 2011.
- **Non Compliance:** In the event that the Agency does not submit required reports and/or fails to meet predetermined objectives and performance standards, UWHC maintains the right to reduce, suspend or cease funding for the remainder of the community investment period.
- **Mergers:** In the event that a Partner Agency determines that merging, consolidating or affiliating with another nonprofit entity is in the best interest of their organization and clients, the Agency agrees to

advise UWHC of their plans as soon as the decision to pursue this option is made. UWHC will review the potential merger to ensure that continuation of the partnership with the newly formed entity is in the best interest of UWHC and the community we serve. While UWHC is generally supportive of mergers that result in improved service delivery and cost effectiveness, it is under no obligation to continue funding any program that has been absorbed by another organization.

- **Termination:** If an Agency chooses to withdraw as a Partner Agency of UWHC, a written notice of same should be sent to UWHC immediately following the Agency Board's decision to withdraw. Neither UWHC, nor the Agency, is under any obligation to renew this agreement upon its expiration.
- **Hold Harmless:** As stated prior, all funding under this agreement is contingent upon the availability of funds. This agreement is subject to modification or termination if dollars (funds) pledged are not received. Agency agrees that UWHC is in no way liable for any uncollected pledges.
- **Indemnification:** To the fullest extent permitted by law, the Agency shall indemnify and hold harmless UWHC, its agents and employees from and against all claims, damages, losses and expenses, any act or omission, whether authorized by the Agency or not, including theft by the Agency or any of its officers, agents, employees, guests, patrons, invitees or trespassers, including but not limited to attorney's fees, arising out of or resulting from this Agreement, caused in whole or in part by any negligent act or omission of the Agency, anyone directly or indirectly employed by the Agency for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

Agency is required to return an original executed copy of the contract by June 30, 2009. Upon receipt of the Partner Agency Agreement, the organization agrees to submit a revised budget for Hall County revenues and expenses reflecting proposed expenditures based on the actual amount allocated. This revised budget should be completed and submitted with the executed program partner agreement by June 30, 2009.

UWHC OF HALL COUNTY:

(President)

(Chairman of the Board)

Date: _____

PARTNER AGENCY:

THIS AGREEMENT WAS REVIEWED WITH BOARD OF DIRECTORS AT THEIR MEETING HELD ON _____ AND IS REFLECTED IN THE MINUTES OF THE MEETING.

Name of Agency _____

(President)

(Executive Director)