

PARTNER AGENCY AGREEMENT

For the calendar year 2011

United Way of Marathon County (United Way) agrees to work together with community partners to improve and positively impact community conditions in three areas; Education, Income and Health.

Partner agencies are organizations who commit to work with United Way to find solutions to priority issues and provide programs which make an impact to improve lives and community conditions in Marathon County.

This document serves as the Partnership Agreement between United Way and *****, and is valid for one year beginning January 1, 2011 and ending December 31, 2011. Funding is contingent upon:

1. Agency compliance with policies and conditions set forth in this agreement, and
2. United Way of Marathon County's ability to maintain sufficient cash flow, as determined by United Way's Board of Directors, to fund community investments.

This agreement provides program funding in the amount(s) listed:

Program Name	Investment
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

United Way values the work of*** and looks forward to working together along with other partners to advance United Way's Road Map for Change.

Signing below indicates the board and leadership of United Way and **** will abide by the terms contained in this Agreement. Any misrepresentation or false information in the funded program proposal or reporting to United Way may void this agreement and funds paid by United Way to partner may need to be returned to United Way.

Partner Board President _____ Date:_____

Partner Executive Director: _____ Date:_____

United Way President _____ Date:_____

United Way Executive Director _____ Date:_____

Both United Way and Partner Agree to:

1. Have open communications and notify each other of significant changes in programs, plans or operations.
2. Be fiscally responsible and uphold high standards of accountability. Meet the certification requirements and Generally Accepted Accounting Practices.
3. Work cooperatively with other community organizations, or groups to develop or sustain a coordinated service system that focuses on improved results.
4. Share knowledge and information for the good of the community. Support other organization's activities and collaborate whenever possible.
5. Respect autonomy and the inherent right and responsibility of each other's boards.

United Way Agrees to:

1. Conduct a community-wide campaign to raise funds annually to support Marathon County health and human service programs.
2. Respect and maintain the confidential nature of certain information provided by the Partner.
3. Distribute grant payments to the Partner on a monthly basis provided services are rendered as described in the funded Program Proposal.
4. List Partners and funded programs in United Way materials and when appropriate share program outcomes with donors and the community.
5. Provide a wide variety of supportive services aimed at improving the efficiency and increasing the capacity of the social service system to respond to community needs.
6. Accept campaign contributions that are designated to the Partner. It is the practice of United Way to pay designated dollars to the Partner as first dollars towards the program funding described in this agreement. If designations exceed program funding, United Way will consider distribution of the additional funds to the Partner, once the Partner confirms the funds will be used to further the mission and work of the Partner. United Way has the explicit authority to redirect these gifts if necessary.
7. Solicit the input, concerns and reaction from Partner that would be impacted by a proposed change in policy or operating procedure.

Partner Agrees to:

1. Be familiar with the funded program proposal(s) and notify United Way of any significant program or participation changes. Recognize that such changes may jeopardize current or future program funding.
2. Maintain proper documentation for all expenditures. Expenditures and documentation will be subject to review for program compliance by the United Way. (See Addendum A).
3. Return to United Way any unspent program funds.
4. Submit required documents or reports for funded programs and return to United Way by established deadlines. Such submissions shall be in the form prescribed by the United Way. Failure to submit timely, complete and accurate reports will result in a notice being sent to the agency's Executive Director and Board President. Late reports may result in program funding being withheld until requirements are completed and may impact future funding. (See Addendum B)
5. Participate and fully disclose pertinent information requested when meeting with the Certification Team and Impact Teams.
6. Contribute to United Way's campaign success by positively endorsing United Way throughout the year and by limiting fundraising to activities that are not competitive with the United Way campaign from August 15 through October 31. Examples of competitive fundraising would include workplace solicitation, direct mail appeals or direct corporate solicitation.
7. Acknowledge and promote United Way partnership to staff, volunteers and public. Assist in United Way's fund raising campaign by: encouraging support via agency communication channels (newsletters, etc.); encouraging Board, staff and volunteers to participate through their companies; neither encouraging or discouraging designations; conducting an internal Agency campaign to inform employees of the work of United Way; participating in campaign presentations, and offering tours of the Agency if requested and possible. 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.
8. Be supportive of United Way's activities and be involved when possible, including events, fundraising, and other volunteer, training or networking opportunities.
9. Understand that not meeting the criteria described within this agreement may jeopardize current and future funding.
10. Protect, defend, indemnify and hold harmless United Way and its agents, officers and employees from all claims and suits including court costs, attorney fees and other expenses, caused by any act or omission of the Partner and/or its subcontractors, and employees.
11. Allow United Way to audit records to provide verification of information reported.
12. Certify that all funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statues and executive orders. (See Addendum C)

Changes or Termination of this Agreement.

1. If, at any time during the period of this Agreement, it becomes necessary to change the terms of this Agreement, such changes, after being explained and understood by Partner and United Way, shall be effective when signed and incorporated in written amendments to the Agreement.
2. The Partner or United Way may terminate this Agreement on sixty (60) days written notice. A decision to terminate must be by resolution of the Partner's Board of Directors. United Way funding will cease on the effective date of termination and may in some circumstances, require reimbursement from the Partner.

Partnership

Purpose of Partnership: To establish a cooperative working relationship between United Way and qualified human service providers in the community to address needs and make a measurable impact on issues of concern.

Partner program/organization benefits by being:

- ◆ Promoted by United Way and included in United Way materials
- ◆ Eligible to receive donor designations
- ◆ Included in United Way sponsored programs including workshops, networking, equipment loan, newsletters, etc.
- ◆ Provided with increased agency credibility & visibility

**Partnership Program Standards:

All Partners must clearly demonstrate these program performance expectations:

- ◆ Have a clear plan to address an identified community need within an impact area
- ◆ Have a proven ability to provide the service efficiently and effectively
- ◆ Show a plan for achieving program outcomes that supports an impact area goal
- ◆ Demonstrate a need for United Way funding while continuing an ongoing effort to broaden its funding base
- ◆ Have a clear mission statement relating to an impact area
- ◆ Work with other organizations to develop or sustain a coordinated community wide service system focused on improving community conditions.

Addendum A

Agency Standards

To receive funding from United Way of Marathon County, an organization must meet United Way's Program/Agency Standards and, on an annual basis, do the following:

- ◆ If the organization's annual revenues total \$500,000 or more, have an annual audit conducted by an independent certified public accountant whose examination complies with generally accepted auditing and accounting standards. If the organization has a budget of \$499,999 or less, the organization must have an annual review of its financial affairs.
- ◆ Agree to and comply with the terms and conditions of United Way's Partner Agreement.
- ◆ Regularly convene a voluntary, local board of directors or an advisory board/committee. Provide services to the residents of Marathon County without regard to social and economic class, gender, ability, race, religious group, and sexual orientation. (Organizations with a religious affiliation must not refuse services to an applicant based on religion or require attendance at religious services as a condition of assistance.)
- ◆ Have on file at the United Way office, a copy of the most recent completed version of the following:
 - 501 (C)(3) authorization letter
 - Annual audit (if applicable) or annual review
 - Board membership roster showing the members' areas of expertise and terms of service
 - State submitted document IRS 990 or 990EZ

Addendum B

Policy on Incomplete, Inaccurate, and Late Reports:

In consideration of the volume of funded programs and the report evaluation process, it is essential that Partner Agencies observe United Way Impact Process deadlines to allow adequate time for staff members to properly review reports and forward them to volunteers to evaluate budgets, program outputs, progress on outcomes, and make funding recommendations.

Effective January 1, 2009:

- ◆ Agencies will be notified of this policy on incomplete, inaccurate and late reports at the same time they receive notice of their program grant award.
- ◆ Progress report questions will be sent to grant recipients along with United Way's Partner Agency Agreement. By signing the Agreement the organization is agreeing to the terms of this policy.
- ◆ United Way staff will no longer have the authority to grant report extensions.
- ◆ Failure to submit a timely, complete and accurate report will result in a notice being sent to the agency's Board President and Executive Director.
- ◆ Late reports may impact future funding.
- ◆ Late report penalties may be waived by the Impact Cabinet for "Good Cause" reasons (medical, accident involvement, death, loss or unavailability of records due to fire, flood, theft, or similar reason).

Addendum C

USA Patriot Act Counterterrorism Compliance Form

"I hereby certify on behalf of the ORGANIZATION NAME: _____, that all funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders."

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.		
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.		
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.		
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.		
This Organization does not regrant to organizations, individuals, programs and/or projects outside of the United States of America with out compliance with IRS guidelines.		
This Organization takes reasonable, affirmative steps to ensure that any funds or resources distributed or processed do not fund terrorism or terrorist organizations.		
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.		

* 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: _____

* Lists can be accessed at the following Web addresses:

- *Executive Order 13224* <http://www.treas.gov/offices/enforcement/ofac/sanctions/t11ter.pdf>
- *Designated Nationals and Blocked Persons* <http://www.ustreas.gov/offices/enforcement/ofac/sdn/>
- *Foreign Terrorist Organization List* <http://www.state.gov/s/ct/rls/fs/37191.htm>