

Agency Agreement

I. Both UWFC and the Partner Agency agree to:

- A) Maintain a volunteer governing board that is representative of the community and meets regularly to establish policy and to exercise responsibility for the organization's administration and financial management.
- B) Work cooperatively and collaboratively with each other and with other agencies, both not-for-profit and public, in meeting the health and human service needs of the Fox Cities, in preventing duplication of services, and in promoting high standards of efficiency and effectiveness.
- C) Recognize, value and respect each other's autonomy while appreciating the mutual responsibilities and opportunities that exist in the relationship.
- D) Promote equal opportunity, diversity and community representation in employment practices and the composition of the governing board.
- E) Provide services to those in need of UWFC funded programs regardless of ability to pay, or race, religion, color, gender, nationality, sexual orientation, disability, age, or any other characteristic protected by law. We recognize that partner agencies may identify special needs in the community and target services to a specific population based on those needs; however, the programs must be open to all people in those targeted populations.
- F) Maintain sound condition and accurate financial records in accordance with generally accepted accounting principles. Submit all financial records to an annual audit by an independent auditor and consider audited financial statements to be public records. For partner agencies with total annual public support between \$200,000 and \$400,000, at least a review by an independent public accountant is required. For partner agencies with total annual public support that is less than \$200,000, at least a tax return, Form 990, is required. Financial accounting shall be on an accrual basis.
- G) Maintain appropriate organizational status in good standing, comply with all applicable laws and regulations, including laws relating to incorporation, charitable solicitation and collective bargaining, and be a tax exempt organization.

II. UWFC agrees to:

- A) Conduct fundraising efforts and invest in effective programs and initiatives aimed at addressing health and human service needs in the Fox Cities.
- B) Provide oversight and accountability for funds raised, funds invested in community programs, and community level impact and population-level indicators achieved.
- C) Improve the standard of health and human services in the Fox Cities by encouraging coordination of existing programs among partner agencies and identifying programs that positively impact health and human service issues.
- D) Conduct an assessment of the community, on a five-year cycle, for the purpose of identifying and reporting on critical health and human services needs.
- E) Promote public understanding of the role of UWFC and its partner agencies in improving the quality of life in the Fox Cities.
- F) Communicate regularly with partner agencies and respond to issues of concern that impact the partner agency relationship.
- G) Serve as a resource to partner agencies for services such as technical assistance, training or other needs to aid in better serving the community.
- H) Make the annual report and audit available to the public.

III. Partner Agency agrees to:

- A) Apply all funds received from UWFC in accordance with the program funding proposal and the funding notice and measure program impact with performance measures as stated in the funding proposal.
- B) Notify UWFC as soon as an agency anticipates significant changes in program delivery. In addition, agency agrees to notify UWFC in writing within 30 days of confirmation that a program is being discontinued, experiencing significant reduction (including number of clients served), or significant change in program service delivery (temporarily or permanently). Agencies are asked to contact UWFC staff to determine if a change in service delivery constitutes a "significant change". When in doubt, consult with UWFC staff.
- C) Support and collaborate with UWFC and its partner agencies in serving the residents of the Fox Cities and achieving and reporting on common measures, as applicable.
- D) Support and cooperate with UWFC and its partner agencies in the annual fundraising campaign, community investment process, program performance measurement, community initiatives, and communications activities.
- E) Actively participate in the annual UWFC fall fundraising campaign by providing workplace speakers or other services as requested.
- F) Conduct a United Way campaign within the partner agency's workplace.
- G) Prohibit, in any manner or form, an attempt to restrict, influence or create donor designations as part of the UWFC campaign.
- H) Refuse membership in or alignment with a federated workplace fundraising organization, other than United Way and/or the Combined Federal Campaign.
- I) Refrain from conducting or participating in any workplace payroll deduction campaign other than United Way.
- J) Comply with all United Way policies and procedures which will be distributed to the Partner Agencies on a biannual basis.
- K) Recognize UWFC's support by displaying the United Way logo in published materials of:
 - 1) United Way funded programs (letterheads, annual reports, brochures, etc.) and at physical facilities, as appropriate. Communicate partnership with UWFC in publicity releases, publications and correspondence as "(program name), a United Way supported program."
- L) Provide program, financial and administrative information as prescribed by UWFC including, but not limited to the following reporting requirements:
 - 1) Signed Partner Statement of Agreement,
 - 2) Board of Directors Roster,
 - 3) Annual Audit / Financial Statement (required for agencies with total annual public support exceeding \$400,000),
 - 4) Review by independent public accountant (minimum requirement for agencies with total annual public support between \$200,000 and \$400,000)
 - 5) Management Letter, if one was issued,
 - 6) Federal 990 Form (minimum requirement for agencies with total annual public support less than \$200,000),
 - 7) Change in Executive Director, Program Director and/or Board President,
 - 8) Mergers / Consolidations / Collaborations / Re-appropriations of funds,
 - 9) Mid-year Financial Report,
 - 10) Annual report on program services, clients, program performance measures and program budget.
- M) Obtain and maintain federal, state or local licenses or permits that are required to implement UWFC funded programs and achieve outcome indicator targets.

IV. Additional Provisions

A) Monthly payments of the investment will be made on the first of each month and will be prorated at one-twelfth of the total investment. The Partner Agency's investment is dependent upon the successful completion of the UWFC fundraising campaign.

B) The Partner Agency may terminate this Agreement and withdraw from its affiliation with UWFC by providing a thirty-day written notice to the Board of Directors of UWFC stating the reason(s) for withdrawal. UWFC funding will cease upon the effective date of termination. Funds intended for use after the date of termination shall be returned to UWFC.

C) UWFC reserves, in its sole discretion, the right to withhold, adjust or cancel investment payments as well as defund programs based upon the UWFC's President/CEO's determination of a Partner Agency's willful failure to comply with the terms of this Agreement. Non-compliance will result in the following:

- 1) The Partner Agency will be notified in writing of its failure to comply with this Agreement.
- 2) The Partner Agency may respond in writing and request to present its position orally before the Board of Directors of UWFC or its designees within thirty days of the date on the letter of notification.
- 3) After receiving the Partner Agency's written response and listening to the Partner Agency's oral presentation, if any, at its next scheduled meeting, the Board of Directors of UWFC will vote on the appropriate action to be taken.

Name of UWFC Chairperson Peter Gianopoulos
approving this agreement:

**Name of agency
representative approving
this agreement:**

By checking the box and submitting the form, I acknowledge that the terms of this Agreement have been reviewed and accepted by the Partner Agency, with the authority of their Board of Directors.



