



of Calhoun County

2015 Partner Agency Agreement

With _____

Revised July 8, 2014

The purpose of this agreement is to define a cooperative and mutually beneficial relationship between the United Way of Calhoun County (UWCC) and its partner agencies so that we achieve a purpose common for all stakeholders: donors, clients, agencies and UWCC. This agreement must be signed by UWCC and each partner agency before funds are released. Nothing in this agreement is to be construed as a guarantee of funding.

GENERAL PRINCIPLES

1. Strong, voluntary and vital agencies meeting the human service needs of the people of Calhoun County are essential to the health and welfare of our county.
2. A local combined campaign is an efficient and effective way to raise funds for the agencies.
3. Human service planning and the allocation of funds based upon citizen review of services is the most effective means of meeting the human service needs of Calhoun County.
4. Partner agencies must be, in part, funded by local contributions and administered by local citizens concerned about improving the quality of life in Calhoun County.
5. Clear understanding and mutual acceptance of the respective roles of the United Way and the partner agency are essential to their joint effort to meet the local human service needs.

With these mutual beliefs in mind, the UWCC and the partner agency agree to work cooperatively to increase the public's awareness and understanding of the human service needs of Calhoun County and work together to meet those needs.

UWCC RESPONSIBILITIES

1. **Fundraising Campaign:** To conduct an annual county-wide fundraising campaign to meet the needs of the county, taking into consideration the financial needs of each partner agency, economic climate and the best interest of donors.
2. **Fund Distribution:** Conduct an annual volunteer citizens review panel (Allocation Committee) and fund distribution process. Agencies shall be eligible to apply for and receive undesignated campaign funds during this period.
3. **Stewardship:** Maintain responsible stewardship on behalf of contributors, participating agencies and the county at large by making designated funds available to agencies who meet established criteria.
4. **Community Assessment:** Periodically collaborate in the assessment of county-wide needs and resources.
5. **Marketing, Communication and Referral:** Help promote partner agencies, inform the county of available agency services, and refer public inquiries to appropriate partner and non-partner agencies.
6. **Planning and Collaboration:** Collaborate with partner agencies and other private and public non-profit groups and governmental agencies to meet the health and human service needs in Calhoun County.
7. **Advocacy:** Will advocate for partner agencies when issues arise that will positively or negatively affect partner agencies. Will advocate for specific human service needs that may arise within Calhoun County and work to educate the public regarding the needs and collaborate with appropriate entities to address the needs.
8. **Donor-Designated Gifts:** Will be forwarded to partner agencies with no deductions. Donor information will be provided to the extent available.
9. **Payments:** Will be made quarterly (April, July, October and January). UWCC reserves the right to change the timing of allocation amounts and/or payment amounts if unpredicted pledge loss occurs. UWCC will notify agency immediately if allocation amounts must be adjusted due to pledge loss. All funding is contingent upon the availability of funds.

AGENCY RESPONSIBILITIES

1. **Campaign Participation:** As a partner with UWCC, the agency will support and participate in the UWCC campaign as much as possible. This includes but is not limited to:
 - a) Attending and participating in the kick-off end of campaign celebrations.
 - b) Providing service and program data to be used in the campaign.
 - c) Providing staff, volunteers or clients to speak to donor groups.
 - d) Arranging tours for volunteers, donors and potential donors, at times that do not interfere with the operation of the agency's programs.
 - e) Hold its employee/agency campaign between August 15 and December 15 and report the results to UWCC no later than December 31.
 - f) Sharing suggestions and insights to improve the overall campaign.
2. **Fundraising:** Agrees to avoid conducting fund raising events and activities during the United Way campaign period (black out period) and to support and promote UWCC during the annual campaign (August 15 – December 15). Agencies may apply to the UWCC Board of Directors for prior written approval to hold or participate in a fundraiser activity during the black out period. Written notice must be received by UWCC a minimum of 45 days prior to the proposed activity.
3. **Agency Identification and Co-Marketing:** Agrees to identify itself clearly as a partner agency of UWCC in all communications, including but not limited to:
 - a) Printed documents such as newsletters, press releases, letters, brochures, billboards and all other material.
 - b) Electronic communications such as emails and websites.
 - c) Broadcast communications such as television or radio spots and programs.
 - d) Agency offices will display the United Way logo sign in a prominent place at each agency facility or location.
4. **Reporting Requirements:** Will comply with the following:
 - a) Submit all required information contained in the UWCC Annual Admission and Allocation Request Packet: annual financial report, IRS Form 990, agency budget and annual audit by a qualified and independent auditor. The UWCC Board of Directors has the authority to waive or modify this requirement on a case by case basis if the agency has an annual budget less than \$100,000.00 and accounts for in accordance with Generally Accepted Accounting Principles. Requests for waivers must be submitted to the UWCC no less than 45 days prior to the Allocations Committee agency interview process. In the event an audit is waived the agency must provide qualified end of year financial statements signed by its chief executive and an officer of the Agency's governing body.
 - b) Will inform UWCC of significant changes in its programs or its ability to carry out its mission, especially as it relates to programs funded by UWCC.
 - c) Will provide UWCC with written periodic financial, service and statistical reports as requested.
 - d) Will not utilize contributed UWCC funds for expansion of facilities or significant maintenance activities.
5. **Accountability:** Agrees to:
 - a) Provide services in a non-discriminatory basis, serving and employing the diverse population in our county to the best of its abilities.
 - b) Obtain and maintain all necessary federal, state or local licenses or permits and comply with all applicable laws and regulations.
 - c) Maintain responsible management, governing body and staff to administer its programs and/or services and maintain accurate financial records and a system of accounting in accordance with Generally Accepted Accounting Principles.
 - d) Cooperate with other human service agencies, both public and private, in preventing duplication of efforts and in promoting efficiency and collaboration.

- e) Deposit allocation funds in a timely manner (within 30 days of date on allocation check) and notify UWCC immediately if funds are not received from UWCC.

6. Termination of Financial Support

A. Agency Declines Funding

- 1) When an agency declines their annual funded amount, the agency agrees to:
 - a) Submit a letter within forty-five days, signed by the Board Chair and Executive Director to the United Way of Calhoun County clearly stating they are declining the funded amount, along with their reasons.
- 2) The United Way of Calhoun County:
 - a) Places the letter on the agenda of the next board meeting and a copy of the agency letter is also included in the minutes of that board meeting as a permanent record.
 - b) If the agency requests to continue some form of general communications with UWCC, the Executive Director follows up with the agency
 - c) Will make no formal announcement and directs any donor or community questions back to the agency. At the board's request, the Executive Director prepares Talking Points to address any questions by donors or the community
 - d) Honors any pledge designations made through UWCC's current process:
 - A letter is sent to the agency stating the amount of the pledge and donor along with their contact information
 - The letter also request the signature of their Executive Director on the letter for United Way's Anti-Terrorism funding clause
 - The letter also requests a copy of their IRS Form 501-c-3
 - Upon the return of the signed document and 501-c-3, a check is mailed to the agency

B. Agency Discontinues Funding: When an agency chooses to discontinue receiving their annual funding amount or withdraws from funding during an annual cycle,

- 1) The agency agrees to:
 - a) Notify the United Way of Calhoun County by letter signed by the Board Chair and Executive Director they wish to terminate this agreement and withdraw their affiliation with UWCC, stating the reasons for the withdrawal.
 - b) Provide an expense report that details how any funds have been spent
 - c) Return any unused funds to the United Way of Calhoun County no later than 30 days from the date of the letter
- 2) The United Way of Calhoun County:
 - a) Places the letter on the agenda of the next board meeting and a copy of the agency letter is also included in the minutes of that board meeting as a permanent record.

C. UWCC reserves the right to withhold, adjust or cancel allocation payments as well as de-fund programs based upon the UWCC Board of Directors determination of a partner agency's failure to comply with the terms of this agreement by giving ninety days written notice thereof to the agency. A partner agency may appeal its termination to the UWCC Board of Directors Executive Committee, who will submit a final recommendation to the UWCC Board of Directors.

Partner Agency United Way campaign dates: _____

The terms of this agreement have been read and approved at a meeting of the governing body of this Partner Agency held on _____ . We understand that failure to comply with the provisions of this agreement may result in UWCC withholding, reducing or cancelling allocation payments.

UNITED WAY OF CALHOUN COUNTY

PARTNER AGENCY

Name of Agency

Carolyn Adrian, Executive Director – UWCC

Board Chair

Date

Executive Director/Lead Staff

Date

ANTI-TERRORISM COMPLIANCE MEASURES

In compliance with the U.S. Patriot Act and other counter-terrorism laws, the United Way of Calhoun County requires that each agency certify the following:

"I hereby certify on behalf of _____

That all United Way funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders."

Printed Name: _____ Title: _____

Signature: _____ Date: _____

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