

Attachment A - United Way Funded Partner Agreement and Signature Page

The Agreement includes the following sections:

- I. Overview
- II. The Spirit of the Agreement
- III. The Letter of the Agreement
- IV. United Way's Commitment
- V. Agreement Termination
- VI. General Provisions

Overview

United Way of Norman, Inc. (hereafter United Way) efforts are focused in four Impact Areas: Education, Financial Stability, Health, and Independence. Within these areas, impact councils will establish impact targets that United Way wants to specifically effect.

United Way is an organization that changes community conditions. To do so, United Way engages in research and measuring results, identifying best practices, mobilizing partners, promoting collaborations, supporting and/or starting community initiatives, advocating for policy change, raising awareness through marketing/media, engaging the business community, generating and leveraging resources (financial resources and human resources), and, of course, funding.

Our respective organizations share a mutual responsibility to work together to build a better community. Two important sections will help to accomplish this goal: the Spirit of the Agreement, which includes expectations of Funded Partners and United Way, and the Letter of the Agreement, which outlines specific requirements of each.

The Spirit of the Agreement

This Agreement is predicated on creating a spirit of partnership based on mutual respect, needs, and support that will enable United Way and Funded Partners to make life better for people across our community. A "Funded Partner" is defined as a not-for-profit organization or collaborative partnership meeting certification standards, receiving discretionary funding from or through United Way to provide local services that assist United Way in achieving significant impact in the established target areas. This agreement governs partners receiving funding through United Way's Community Impact RFP process. With a realization that both United Way and the Funded Partners face increasingly difficult challenges and increasing demands, this Agreement presents opportunities for the organizations to work together cooperatively rather than separately, to achieve the overall goal of building a better community.

Within the spirit of the new agreement, Funded Partners agree:

- to provide local services that are oriented to the achievement of measurable outcomes;
- to assist United Way in achieving community change through the community impact targets;
- to actively and aggressively publicize the annual campaign and their relationship with United Way year-round, to participate in said campaign, and to be sensitive to United Way's efforts to raise funds that support all Funded Partners.

Communications between United Way and Funded Partners will also influence the effectiveness of this Agreement. Therefore, United Way and Funded Partners have joint responsibility for communicating any issue or problem that potentially could have a negative impact on the working relationship.

Recognizing that this Agreement does constitute a contractual relationship between the United Way of Norman, Inc. and Funded Partners, the spirit inherent in this Agreement will ultimately determine its effectiveness.

1) Expectations

This section of the Agreement requires a true spirit of cooperation based on mutual respect, need, and cooperation between United Way and Funded Partners to achieve significant results towards the achievement of the impact targets.

i) Outcomes Based Commitment

Program Outcomes refer to changes that occur in program participants or in conditions as a result of the program. Outcomes may relate to changes in knowledge, skills, attitudes, values, behavior, condition, or status. Community Outcomes refer to long-term changes that occur for members of the community or in community conditions as a result of many factors, of which program outcomes is a part. United Way as well as its Funded Partners play a role in the achievement of Community Outcomes. United Way is responsible for coordinating the efforts of Funded Partners, Community Partners, public policy experts, the business community, academics, the media, and community members, in an attempt to achieve measurable impact in the targeted areas. Funded Partners should be committed to the achievement of their self-selected program outcomes, which should address the funding priorities, strategies, and impact targets identified by the community through United Way and specified in the Framework.

ii) Using and Displaying United Way Logo

As competition for limited charitable dollars increases, United Way and Funded Partners should utilize every possible opportunity to increase mutual visibility, promote the partnership and co-market with each other. Therefore, Funded

Partners will refer to Attachment C for Funded Partner Branding Guidelines. Partners will display the United Way logo at the entrance to all facilities. (See **Attachment C** for **Funded Partner Branding Guidelines**)

iii) Internal Partner Campaign and Fundraising Support

One method that United Way uses to achieve its outcomes is by raising and disbursing funds to support programmatic efforts within our impact areas and targets. While individual Funded Partners' board and staff members concentrate their efforts on the services their organization provides, they should acknowledge the interdependence and should understand the need to support United Way. Together United Way and Funded Partners should take advantage of every opportunity to tell and show the community where their money goes and how their efforts are used to effect change within the community. The more individuals or groups of community members that are continuously engaged in community activities, the more likely change will occur in community conditions. Therefore, Funded Partners should conduct an internal United Way campaign among employees, and should promote and support the campaign--including distributing pledge forms to employees and/or conducting a fundraising activity. Funded Partners should provide speakers, conduct agency tours, and participate in agency fairs as requested by United Way, all in an attempt to mobilize the caring power of our community.

iv) Participation in State Charitable Campaign (SCC)

Proceeds from the annual SCC campaigns support the fundraising partnership. United Way, in cooperation with Funded Partners, needs to take advantage of every available opportunity to promote our message in an attempt to mobilize community support. Therefore, Funded Partners should submit SCC materials when requested annually, on time.

2) Other Resources

Program funding resulting from the annual campaign represents only one of several ways Funded Partners can benefit through United Way. United Way volunteers and staff will continue to look for ways to respond to the needs of those Funded Partners that embody both the spirit and the letter (Section III.) of the Agreement. Other Resources include, but are not limited to, the following:

i) Gifts-In-Kind

From time to time, United Way receives opportunities from local firms and individuals willing to donate computers, office equipment, furniture, cars, etc. When allowed by the donor, Funded Partners are given preference in the distribution of in-kind resources.

ii) Philanthropic Funds, Special Gifts and Grants

Foundations, corporations, service clubs, businesses, and individual contributors frequently ask United Way for information about effective agency programs.

iii) Technical Assistance

United Way staff and volunteers provide technical assistance requested from several Funded Partners each year. Requests for assistance include help preparing proposals, creating systems to track information, and tracking and reporting client outcomes.

iv) Volunteer Recruitment

United Way assists Funded Partners that request help recruiting volunteers for boards and projects.

v) Participation in Decision-Making

United Way values input from Funded Partner executives and board members. Each year, United Way invites Funded Partner representatives to participate on United Way decision-making committees as appropriate.

The Letter of the Agreement

1) Funded Partner Status

Once funded through the RFP process, each organization agrees to become a Funded Partner and to sign the United Way Funded Partner Agreement. (Attachment A) Partner status does not constitute a commitment to funding beyond the current funding cycle.

A single agreement will be in effect for the funding cycle. The actual funding agreement for outputs and outcome requirements will be negotiated annually.

2) Rationale

Funded Partners agree to fulfill and abide by the following requirements to ensure that funds provided by the public through United Way are used in an effective and efficient manner. This information also ensures that United Way:

- meets its responsibility for due diligence;
- is able to account for the receipt, distribution and use of funds;
- can demonstrate accountability to donors and community members;
- complies with Generally Accepted Accounting Principles (GAAP); and
- makes a measurable difference

3) Requirements for Funds

i) Outcome Based Contract

The primary focus of accountability will be based on the program or service's outcomes and the inputs, activities, and outputs necessary to facilitate the successful achievement of those outcomes. Attachment B shall outline the Funded Partner's outputs and outcome expectations.

ii) Fundraising Restrictions

Recognizing that United Way is working to raise additional corporate/business support on their behalf, Funded Partners agree:

- not to solicit workplace contributions from employees through payroll deduction, either individually or in consortium with another group, independent of United Way.
- not to join another federated fundraising group or consortium in the Norman area in which United Way of Norman has an established campaign presence.

Funded Partners who choose to affiliate with fundraising groups in conflict with United Way shall not be eligible for funding through the Community Impact RFP process.

iii) Deliverables

United Way agrees only to request reports and information that support one of its three primary emphases: agency financial or program accountability, information and data for planning/needs assessment, and information to support Resource Development. Funded Partners agree to submit the following reports/information as requested, on time.

- Executed United Way Funded Partner Agreements
- Organizational Financial Audit/Financial Statements and IRS Form 990
- Outcome Based Reports twice a year
- Community Impact Group Planning/Needs Assessment Request For Information
- Semi-annual budgets

iv) Program Information

The Funded Partner agrees to inform United Way of any significant change in a United Way-funded program(s).

v) Site Visits

United Way volunteers and/or staff reserve the right to visit each funded program at least once during the funding cycle. New programs, or programs experiencing difficulties, may be visited more frequently at the discretion of the volunteers and/or

staff. The site visits offer an opportunity for United Way and organization representatives to interact and learn about programs. Because site visits are an important component of the Community Impact Group's monitoring efforts, Funded Partners agree to participate in the site visit process.

4) Complying with the Requirements

i) Program Information

Funded Partners agree to inform United Way of any significant change in a United Way-funded program(s) including: change in program location, change in program director, change in major program components/service delivery mechanism, etc.

When program changes are material, the Funded Partner agrees to inform United Way in writing in advance of the program change, and agrees to submit a revised program proposal, logic model, etc. if requested. The Funded Partner agrees and understands that failure to do so could result in United Way escrowing all or part of the service allocation. The revised proposal will be forwarded to a Community Impact volunteer committee for a recommendation to the United Way Board of Directors. The Funded Partner agrees to abide by the United Way's funding decision.

ii) Financial Statements

To demonstrate fiscal responsibility, each Funded Partner with annual operating budgets over \$250,000, agrees to submit an independent annual CPA audit according to Generally Accepted Auditing Standards (GAAS), the respective management/disclosure letter if there are significant findings, and the IRS 990 tax form (from the same fiscal period). All of these reports are crucial to United Way's understanding of each Funded Partner's financial position and fiscal viability.

Funded Partners agree to maintain financial records on an accrual basis in accordance with the standards of accounting and financial reporting for voluntary health and welfare organizations. Each Funded Partner's audited annual financial statements should be prepared in conformity with Generally Accepted Accounting Principles (GAAP), and should easily identify and show United Way program allocation funds.

Agencies that have annual revenues of more than \$100,000 and less than \$250,000 are not required to submit an independent CPA certified audit. In such cases, organizations are required to submit a copy of the 990 that they submitted to the IRS and a CPA Reviewed financial statement.

If the organization has a total annual operating budget of less than \$100,000, it must submit a 990 tax form and 3 years of financial statements compiled by a CPA.

iii) Report/Information Requirements

Funded Partners agree to submit an outcomes-based report twice a year for each United Way-funded program by the established deadline. United Way reserves the right to modify the reporting requirements.

5) Sanctions, Extensions and Exemptions

i) Sanctions

A Funded Partner that has elected not to submit the mandatory information and that has not been granted an extension in the submission date or exemption for the requirement will have its service allocation funds automatically withheld beginning with the first payment following the respective deadline of each mandatory item. United Way agrees to give Funded Partners one (1) notice 30 days prior to the date that a mandatory item is due.

ii) Extensions

A Funded Partner needing an extension of a noted deadline agrees to submit its request in writing 15 days prior to the noted deadline. The request should include an explanation of the circumstances which necessitate the extension and the day/date when the required information will be submitted. United Way will review the request and may grant an extension. Reasonable requests will be granted, based on individual facts and circumstances.

iii) Exemptions

A Funded Partner that is unable to comply with a mandatory item may, at the time the agreement is signed, request an exemption. The request should include an explanation of the circumstances, which necessitate the exemption, and any alternative plan the agency has put in place to ensure future compliance. Funded Partners understand that there are few, if any, circumstances under which an exemption would be granted for a mandatory requirement.

iv) Probation

Funded Partners not meeting United Way's requirements as stated in the signed partner agreement, if funded a second year, will do so on a probationary status. Failure to meet stated requirements at site visits will result in the organization's next United Way investment check being withheld. Probationary organizations that remain noncompliant risk the loss of the remaining year's funding, and will be ineligible to apply for United Way funding the following year.

Funded Partners placed on a Performance Improvement Plan must meet all of the requirements of that plan. Failure to comply will make the organization ineligible for funding the following year and may affect their funding in that same fiscal year.

United Way's Commitment

United Way values its relationships with Funded Partners and therefore agrees:

- To keep financial records, according to GAAP standards, that show how funds are disbursed in order to demonstrate its accountability to Funded Partners.
- To complete an independent annual CPA audit of its accounts and to make the audit available to Funded Partners upon request, within 9 months of the close of the United Way's fiscal year.
- Only to request reports and information from Funded Partners that support one of United Way's three primary emphases: the partner's financial or program accountability, information and data for planning/needs assessment, and information to support Resource Development.
- To monitor and share the individual and collective results of the Funded Partners' efforts to meet expectations and requirements of this agreement with United Way staff and volunteers, as appropriate.
- To monitor and share the results of the Funded Partners' program and client outcomes with United Way staff and volunteers, and the local community.
- To include Funded Partners at all possible levels of decision-making.

Agreement Termination

1) United Way and Funded Partners

The following conditions may constitute grounds for terminating this agreement. The Funded Partner's:

- Nonperformance or inability to provide a United Way-funded program;
- Provision of a poor quality service;
- Poor accountability for funds;
- Decision not to adhere to fundraising restrictions;
- Decision not to submit required reports and supplemental information;
- Agency does not comply with Performance Improvement Plan.
- Legal existence is jeopardized or a material change in the Funded Partner's financial condition is evident; and
- United Way's inability to fund at the level determined through the Request for Proposals (RFP) process.

2) Notification

Both United Way and Funded Partners agree to give a minimum of 30 days written notice of intent to sever the agreement.

General Provisions

1) Funding Commitment

Distribution of funds to Funded Partners shall be made on either a monthly or quarterly basis. Those partners receiving \$10,000 or more in annual investment will receive one-twelfth (1/12) of their investment each month. Partners with an investment of less than \$10,000 will receive one-fourth (1/4) of their investment on a quarterly basis.

2) Continued Funding

At its sole discretion, United Way may elect to extend this contract, or require new application for funding with a new funding cycle.

3) Nondiscrimination, Equal Opportunity, Employment and Affirmative Action

Funded Partners, in their employment policies and practices, in their public accommodations and in their provision of services, agree to comply with all relevant and applicable federal, state and local laws, regulations and standards relating to discrimination, biases and/or limitations. Faith-based organizations are eligible for funding, provided that services are offered to people of all faiths and participation in religious services is optional.

4) Conflict of Interest

Funded Partners agree to establish safeguards and to prohibit its employees, board members, advisors and agents from using their positions for any purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties. Said safeguards should be substantially designed and executed to prevent actual violations of applicable conflicts of interest laws. Funded Partners agree to disclose in writing to United Way any conflict of interest or potential conflict of interest described above, immediately upon discovery.

5) Indemnification

Under the terms of this Agreement, Funded Partners agree to defend, indemnify and hold harmless United Way and its officers, directors, employees, independent contractors, agents and representatives, appointed boards and commissions, officials,

officers, employees and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation's, attorney's fees or actions of any kind and nature resulting from personal injury to any person, including clients, officers, directors, independent contractors, agents, representatives and employees of the Funded Partner or damages to any property, arising or alleged to have arisen out of the work to be performed in conjunction with this Agreement.

Attachments:

Attachment A: Funded Partner Agreement

Attachment B: Framework

Attachment C: Funded Partner Branding Guidelines

**United Way of Norman, Inc.
Funded Partner Agreement Signature Page**

1. This Funded Partner Agreement, upon its approval by both United Way and the Funded Partner, shall supersede any previous signed agreements executed between the United Way and the Funded Partner.
2. This Agreement shall be binding from July 1, 2017 through June 30, 2018.
3. Should the Partner withdraw from its funding relationship with the United Way or refuse to sign the Funded Partner Agreement, organization program funding shall cease and the Partner shall not be entitled to draw the remainder of its approved allocation unless the Board of Directors has negotiated otherwise.
4. No allocation shall be released until the Agreement is signed by both parties.

In witness of approval of the **Funded Partner Agreement** the undersigned have affixed their signatures:

ORGANIZATION _____

BY _____
Chairman/President Board of Directors
(Chief Volunteer)

BY _____
President/Executive Director/CEO
(Chief Professional Officer)

DATE _____

UNITED WAY OF NORMAN, INC.

BY _____
Chairman/President Board of Directors
(Chief Volunteer)

BY _____
President/Executive Director/CEO
(Chief Professional Officer)

DATE _____