

United Way of Olmsted County, Inc.
XXXX – XXXX Program Funding Agreement
<Organization Name>

<Program Name>

As an agent of social change, United Way of Olmsted County, Inc. (UWOC) is pleased to enter into an agreement with <Organization Name>. We desire a relationship built upon mutual respect, a shared understanding of our community, and a shared aspiration to help people in need reach their potential. Based on the demonstrated impact of <Program Name>, UWOC is proud to stand together in making lasting social change in Olmsted County.

This agreement is entered into with a spirit of partnership and respect. The expectations and requirements of each party, which are laid out within the agreement, will help to ensure a shared understanding between partners in good faith. Where the terms of this agreement cause an undue burden within the partnership, UWOC will work with you in dialogue to re-establish a shared understanding and create a path forward for a healthy relationship.

As agents of change, we understand our work to be most effective when we approach it with a continuous improvement mindset: We seek to learn from our efforts, both when we succeed and when we fall short. We implement changes based upon those learnings and we help one another to strengthen our joint efforts by sharing our learnings and seeking counsel in applying them.

Although this agreement is intended for <#> years, United Way of Olmsted County, Inc. has awarded the second year amount of <\$> to assist <Program Name> in creating social change in our community, in keeping with the program described in the partnership proposal process. **This award will be disbursed in monthly installments beginning in <Month, Year>, and ending in <Month, Year>.** Funding is contingent on 1) the continued meeting of agreement expectations and 2) actual unrestricted funds received by UWOC

Expectations of <Organization Name>

1. Continuously operate the <Program Name> during the period of time covered by this agreement and in keeping with the program goals and operations described in the partnership proposal process.
2. Disclose to UWOC any significant changes in program design or operations (e.g. changes in program location, changes in key program leadership, changes in program components/delivery, etc.) or any other factor that might affect the agency's ability to accomplish agreed-upon goals.
3. Provide representation at United Way of Olmsted County quarterly learning cohort convenings and additional partnership convenings as the need arises for the purpose of sharing community knowledge and experiences, sharing best practices, creating a community of growth and improvement, and other shared goals.
4. Provide UWOC with program data at least annually or as requested and within reason. Data requested will include performance measures previously agreed-upon, client demographics, program financial reporting, and narrative questions designed to build a greater understanding of the community.
5. Ensure all funds allocated by UWOC are used solely for <Program Name> for operations within Olmsted County and are not diverted, used, or spent for any other purpose or in any other geographic area.

6. Report immediately any controversial events or issues; violations of any federal or state laws; or other legal, financial, or governance matters which may impact the reputation of the organization or its ability to provide service.
7. Agree on behalf of **<Organization Name>** and its representatives not to disparage UWOC in any form of media (broadcast, print, social, interactive, text, etc).
8. Offer a UWOC employee giving campaign.
9. Where appropriate, indicate on print, electronic, and other media or publications that the program and organization are supported by United Way of Olmsted County.
10. Permit the use of its name in UWOC promotional and informational material in any calendar year in which the organization receives funds from UWOC; permit in perpetuity the use of any images or recordings produced, with appropriate permissions, by UWOC of agency premises, clients, volunteers, or employees.
11. Annually provide to UWOC documentation demonstrating compliance with the UWOC Audit policy attached hereto and incorporated by reference.
12. Annually provide to UWOC organizational documents, including: (a) annual financial reports; (b) IRS Form 990; and (c) current partner agency Board of Directors contact list.
13. Maintain and update, at least once each year, the agency's listing with the United Way 211 information and referral system. You may view your agency's listing and submit any necessary updates by visiting www.211unitedway.org or dialing 211.
14. Strive for equity and embrace the diversity of the community in serving clients and recruiting and training volunteers, board members, and employees.

Expectations of United Way of Olmsted County

1. Relate to donors and investors by widely informing all parties of the award and reporting on the relevant results of investments.
2. Strive to inform the community of available services and serve as a point of information and referrals through United Way 211.
3. Assist **<Organization Name>** with recruitment of volunteers for **<Program Name>** and other projects and needs through an online volunteer matching tool and arranging corporate volunteer opportunities upon request and mutual agreement.
4. Reflect mutuality in relationship by seeking knowledge and counsel from partners when weighing decisions about community change.
5. Provide at least 60 days' notice if UWOC has reason to believe that the nature of our relationship or the funding amount may need to change for reasons beyond **<Organization Name>**'s control.
6. Report immediately any controversial events or issues; violations of any federal or state laws; or other legal, financial, or governance matters which may impact the reputation of the organization or its ability to provide service.
7. Continuously improve its own work in understanding and engaging the community in efforts to drive lasting social change.
8. Strive for equity and embrace the diversity of the community in serving clients and recruiting and training volunteers, board members, and employees.

<Organization Name> understands and agrees that this agreement provides no assurances or implications of a funding commitment beyond this agreement's conclusion. Any future agreement established subsequent to the expiration of this agreement is dependent upon a future proposal, review, and agreement between parties.

No assignment or sub-granting of these funds is allowed without prior written consent of UWOC. This agreement shall remain in force until modified by mutual agreement of the parties or until revoked, in writing, by either party. This agreement may be revoked by either party giving written notice of no less than 30 days of the desire to terminate the agreement.

<Organization Name> agrees to hold harmless and indemnify United Way of Olmsted County against any claim for bodily injury and/or property damage which may be made by any person or persons by reason of any action by **<Organization Name>** or any one of its members, or employees, or beneficiaries, or its agents.

UWOC reserves the exclusive and unilateral right to immediately suspend this agreement should, in the sole opinion of the UWOC, **<Organization Name>** fail to comply with the terms set out in this agreement or any other agreement actively in place at the time. The suspension shall remain in place until resolved to the satisfaction of UWOC. **<Organization Name>** has the right to request a formal written statement outlining the requirements for reinstatement of this agreement.

This agreement has been approved by the governing body of **<Organization Name>** and by United Way of Olmsted County's Board of Directors.

<Organization Name>

_____	_____
(Signature / Executive Director)	(Date)

_____	_____
(Signature / Board Chair)	(Date)

United Way of Olmsted County

_____	_____
(Signature / President & CEO)	(Date)

_____	_____
(Signature / Board Chair)	(Date)

Partner Program Financial Audit Requirements

Effective July 21, 2020

1. Applicants and partners receiving Community Fund awards required by Minnesota state law to conduct an annual independently prepared financial audit (i.e. those with total revenues in excess of \$750,000) shall deliver said audit documents to the United Way of Olmsted County (UWOC) immediately upon receipt.

2A. Applicants and partners receiving Community Fund awards, but not required under Minnesota state law to conduct an annual independent financial audit, shall deliver to UWOC, a current financial audit, independently prepared by an outside accounting firm and completed within the past three program agency fiscal periods. During non-independent audit years, partners must submit to UWOC a financial compilation consistent with GAAP format.

or

2B. Applicants and partners receiving Community Fund awards, but not required under Minnesota state law to conduct an annual independent financial audit shall deliver to UWOC "Agreed Upon Procedures" conducted by an independent firm for each year covered by partnership agreement.