

United Way of Olmsted County, Inc.  
2023 – 2024 Program Funding Agreement  
AGENCY  
PROGRAM NAME

As an agent of social change, United Way of Olmsted County, Inc. (UWOC) is pleased to enter into an agreement with **AGENCY**. We hope to build a relationship on mutual respect and a shared aspiration to help people in need reach their potential. Based on the demonstrated impact of **PROGRAM**, 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 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 staff will work with you 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 engage 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 strengthen our joint efforts by sharing our learnings and seeking counsel in applying them.

This agreement is intended for X years, and United Way of Olmsted County, Inc. has awarded the X year amount of \$XX to assist PROGRAM 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 July 2023 and ending in June 2024.** Funding is contingent on 1) the continued meeting of agreement expectations and 2) actual unrestricted funds received by UWOC.

**Expectations of AGENCY**

**1. Use of Funds**

- a. Continuously operate the PROGRAM program during the period of time covered by this agreement, including the program goals and operations described in the proposal process.
- b. Ensure all funds allocated by UWOC are used solely for PROGRAM for operations within Olmsted County and are not diverted, used, or spent for any other purpose or in any other geographic area.

**2. Communication with United Way**

- a. 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. These potential changes can be discussed with the Vice President of Impact and Engagement or the Grants Coordinator.
- b. 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.
- c. Provide representation at United Way of Olmsted County partnership convenings and/or program meetings as the need arises. We value sharing community knowledge and experiences, learning about best practices, creating a community of growth and improvement, and supporting the work of our funded partners.

**3. Reporting & Performance Measures**

- a. Provide UWOC with program data at least annually or as requested and within reason. Data requested will include agreed-upon performance measures (attached), client demographics, and narrative questions designed to build a greater understanding of your program and community needs.
  - b. Annually provide to UWOC documentation demonstrating compliance with the UWOC Audit policy attached hereto and incorporated by reference.
  - c. 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.
  - d. Provide UWOC with aggregate demographic data on your staff and Board of Directors, if you collect such information and are permitted to disclose it.
4. **Communications & Marketing**
- a. Where appropriate, indicate on print, electronic, and other media or publications that the program and organization are supported by United Way of Olmsted County.
  - b. Agree on behalf of AGENCY and its representatives not to disparage UWOC in any form of media (broadcast, print, social, interactive, text, etc).
  - c. 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.
5. **211**
- 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](http://www.211unitedway.org) or dialing 211.
6. **Equity**
- 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. **Highlight Partners**
- Relate to donors and investors by widely informing all parties of the award and reporting on the relevant results of investments.
- 2. **Non-monetary Support**
    - a. Strive to inform the community of available services and serve as a point of information and referrals through United Way 211.
    - b. Assist AGENCY with recruitment of volunteers for PROGRAM and other projects and needs through an online volunteer matching tool and arranging corporate volunteer opportunities upon request and mutual agreement.
    - c. Upon request and mutual agreement, provide additional non-monetary support within UWOC's capabilities to bolster our partners' capacities.
  - 3. **Learn from Our Partners**
    - a. Reflect mutuality in relationship by seeking knowledge and counsel from partners when weighing decisions about community change.
    - b. Continuously improve its own work in understanding and engaging the community in efforts to drive lasting social change.
    - c. Solicit and, where possible, act on feedback about our granting and partnership processes.

4. **Communication with Partners**

- a. 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 AGENCY control.
- b. 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.

5. **Equity**

Strive for equity and embrace the diversity of the community in serving clients and recruiting and training volunteers, board members, and employees.

AGENCY 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.

AGENCY 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 AGENCY 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, AGENCY 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. AGENCY 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 AGENCY and by United Way of Olmsted County's Board of Directors.

**AGENCY**

\_\_\_\_\_  
(Signature / Executive Director) (Date)

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(Signature / Board Chair) (Date)

**United Way of Olmsted County**

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(Signature Jerome Ferson / President & CEO) (Date)

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(Signature Shamila Amarasekera / Board Chair)

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(Date)

## **United Way of Olmsted County Funded Partner Fiscal Responsibility Policy**

**Effective July 21, 2020**

**Global provision: All applicants and partners receiving a grant from United Way of Olmsted County must comply with 1 of the following options, whichever is most applicable**

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.
2. 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 complete a brief survey attesting that certain financial conditions are present and then deliver to UWOC "Agreed Upon Procedures" conducted by an independent firm for each year covered by partnership agreement.
3. Applicants and partners for one-time community fund awards \$20,000 or less are only required to submit a program budget and most recent financial statement with application. Additional restrictions applicable to one-time award recipients:

3.1 An organization may receive up to two one-time awards within UWOC's fiscal period under this policy. Organizations applying for a third or subsequent grant within a single fiscal period must comply with either 1 or 2 above.

3.2 Fiscally sponsored programs shall not prohibit a sponsoring organization from applying or receiving a separate grant for different programming, as long as there are separate governance boards, financial oversight, and financial statements.