COMMUNITY IMPACT PARTNERSHIP LETTER OF AGREEMENT
2020 Funding Cycle

I. Overview
This Partnership Letter of Agreement (PLOA) defines the cooperative and mutually beneficial relationship between Fremont Area United Way (FAUW) and its Funded Partner. It recognizes that agencies are autonomous entities, drawn together through the shared goal of utilizing available resources for the greatest impact in Dodge and Washington Counties. Agencies understand that this is a voluntary relationship requiring teamwork, understanding, transparency and cooperation for the benefit of the entire community.

FAUW agrees to provide funding in support of the program(s) listed below.

II. Award
- Impact Area:
- Agency:
- Program:
- Amount:
- Outcomes:
- Measurement Tool:

III. Contingencies and Caveats
See Appendix A and Appendix F for details.

IV. Funding Period
The funding cycle begins January 1, 2020 and runs through December 31, 2020, unless otherwise indicated. Funding will be reviewed annually, and may be increased or decreased based on campaign results and collections. All allocation adjustments will require approval by FAUW's Board of Directors.

V. FAUW will:
- Continue to work in partnership to provide and enhance skills, training, and support to work collectively to enhance the agency's ability to conduct its mission and generate outcomes
- Enhance community awareness about the positive impact of the entire FAUW network of Funded and Collective Impact Partners through a comprehensive communications and marketing program
- Conduct an annual community-wide fundraising campaign and use its best efforts, resources and practices to solicit gifts and contributions to support work in the focus areas of Education, Income, Health and Basic Needs for Dodge and Washington Counties in partnership with our Funded Partners
- Recognize the responsibility and authority of each Funded Partner’s governing Board of Directors to determine its policies and manage its programs within the scope and spirit of this agreement
- Utilize the trained Impact Committee and staff who sign both a conflict of interest and confidentiality statement in matters regarding the making of funding decisions; facilitate a process that develop recommendations designed to achieve the greatest impact in meeting the current social service needs
VI. Funded Partners will:
• Maintain up to date contact information for the agency with FAUW staff
• Adhere to all Partnership Letter of Agreement (PLOA) expectations
• Comply with and support all applicable laws concerning unlawful discrimination and have a written policy that is in compliance with such laws
• Conduct an annual United Way fund-raising campaign among your employees and Board Members as well as encourage board members to host a United Way campaign
• Support giving to the United Way campaign. This includes not actively soliciting in the workplace for designated contributions or for payroll deduction gifts independently of FAUW and not advertising or promoting the FAUW campaign as a vehicle for designating contributions when you are speaking at pledge meetings.
• To partner with us during the community campaign push the months of September and October. To support the advancement of the mission of the Fremont Area United Way where appropriate and speak at workplace campaigns when asked. We encourage our partners and the community to focus on raising funds to support our community needs not just one agency or program. You agree that you will not facilitate any fundraising push (events, direct mail, entry fees to participate or host an event), during our community campaign period. In the event you do make a fundraising push that generates funds for your program(s), (host an event or direct mail), your actions will have a direct loss of funding that has been granted. These two months are truly a time to come together and raise funds for our community needs and to improve our community outcomes in Education, Health, Income and Basic Needs collectively
• Support FAUW in the community with co-marketing efforts including but not limited to identifying your organization as a Funded Partner with use of the FAUW logo, providing speakers for events, hosting program tours and educating staff and volunteers about FAUW; national or regional barriers of these efforts should be discussed with FAUW staff (see Appendix B)
• Not affiliate with a fundraising campaign that operates in competition with FAUW (see Appendix C)
• Complete and submit in a timely manner the quarterly progress reports (see Appendix D)
• Engage in collective impact work, where appropriate and applicable
• Have Executive Director and/or board member participate in Funded Partner Quarterly meetings
• Have Executive Director and/or appropriate program staff attend applicable training opportunities, including but not limited to trainings for outcomes, reporting, and evaluation
• Ensure timely filing and renewal of all relevant organizational documents, including Solicitation Registration and 990
• To work diligently toward achieving the stated outcomes (Community Impact Agenda) of the priority area in which you have funding, and to report results quarterly to FAUW, or as requested by the Fremont Area United Way
• Participate in the Funded Partner Quarterly meetings and work collectively to review data, trends, statistics, and program outcomes and develop recommendations that build towards collective change in our community.
• To report any changes in programs we support, such as: discontinuing services or any staff changes that will have a negative impact on service delivery and outcomes;
• To speak positively of your partnership with Fremont Area United Way and all our shared donors, board members and community partners. Should you have any concerns we hope you would bring them to United Way staff and/or the Executive Team of the FAUW Board.

VII. Conditions
All funding must be used in accordance with all applicable procedures and the following stipulations. Please read the following carefully:
1. **Type of Investment**
   This funding is issued through the one-year COMMUNITY IMPACT FUND. This agreement allows for funding to a program, strategy, initiative, or collaborative effort that aligns with the 2020 Community Impact Agenda.

2. **Governance**
   Partner agrees to maintain a responsible governing board or local advisory group whose members serve without pay, are representative of the community, and meet at regular intervals. Information regarding governance and management of the organization (articles of incorporation, and written policies and procedures) will be made available upon request.

3. **Outcomes Based Funding**
   FAUW's mission and business model reflect a focus on measuring outcomes for funded programs, initiatives, and strategies. Details regarding outcome alignment, revisions of outcomes, indicators and related data, and use of data reporting tools.

4. **Financial Reporting Requirements**
   Funded Partner agrees to keep comprehensive and accurate financial records that conform to basic accounting and financial reporting requirements and to have these records audited or reviewed annually by an independent auditing firm. Three different levels of requirements have been established that are based on the Funded Partner's overall budget. Details regarding these requirements are outlined in Appendix D.

5. **Counterterrorism**
   All agencies are required to complete and submit a **Counter Terrorism Compliance Form**, in compliance with United Way World Wide requirements.

6. **Restrictions on Funds**
   Funds issued through the Community Impact Fund are 'restricted' funds and are to be used to support the operation of only the strategies, programs, outcomes or initiatives listed in section II of this document. To that end, funds are permitted for all expenses related to the specific strategies, program, or initiatives, including staff, materials, evaluation and other overhead expenses specifically attributed to the program. Community Impact Funds are not permitted to be used as general organization operating dollars.

7. **Payment Terms**
   FAUW will disburse a quarter of the funds on a quarterly basis beginning March 2020 or upon agency Executive and Board Chair agreeing to the terms of the PLOA. All funds will be disbursed quarterly, payable to the Funded Partner. See Appendix H for information regarding “Donor Designated Funds”.

8. **Termination Options**
   With cause, FAUW or any agency receiving FAUW funding may terminate the funding relationship between the two entities at any point during the funding cycle. The FAUW Board of Directors will afford due process to a Funded Partner. If funding is terminated, any unused funds must be returned, and funds that are balance due upon termination will be immediately forfeited. See Appendix E for details.

9. **Acceptance of Funding**
   Signing this agreement indicates acknowledgement and acceptance of the terms outlined above and in all appendices.
10. FAUW Position Statement on Inclusion

FAUW respects the rights of its funding recipients to pursue their own organizational principles and values within the boundaries of the law. FAUW recognizes that, especially in our pluralistic society, funding recipients will have underlying values and principles that may vary from one organization to another. FAUW will strive to keep an open door to consider funding for all of them. As good stewards of our donor’s contributions, our concern is with a given organization’s ability to produce measurable results in the focus areas of Education, Income, Health, and Basic Needs and their impact on the 2020 Community Impact Agenda.

11. Changes to PLOA

FAUW reserves the right to change the terms of this agreement at any time. Changes to the PLOA must be approved by the Board of Directors. Upon receiving such approval, all changes will be shared with Funded Partners in writing, and it is understood that any such changes will replace previous stipulations set forth within the previous PLOA. This includes due process and a 30 Day effective date notice.

________________________________________________________________________

Funded Partner/Agency Name

________________________________________________________________________

Funded Partner Board Chairperson Signature

Funded Partner Board Chairperson Printed Name

Date

________________________________________________________________________

Executive Director Signature

Executive Director Printed Name

Date

Fremont Area United Way

________________________________________________________________________

Nick Vrba

FAUW Board Chair

Date

________________________________________________________________________

Christy Fiala

Executive Director, FAUW

Date

4
APPENDIX A: Contingencies and Caveats

Contingencies are defined as issues or concerns that are raised about one or more of the programs, or about the agency’s capacity. Caveats are defined as stipulations that dictate how funding is or is not to be used.

Contingencies and caveats may be issued at any point during the funding period, the application process, or after the funding has been awarded. The desire to issue contingencies or caveats may be initiated by FAUW staff and/or of FAUW Impact Committee and Board of Directors. For details regarding this process, please refer to Appendix E.

Contingencies and caveats related to this agreement are outlined below if applicable:
APPENDIX B: Co-Marketing Requirements

Funded Partner agrees to support Fremont Area United Way during its fundraising campaign and in the community in the ways identified below and understands that failure to participate may impact funding.

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>FAUW Branding</td>
<td>The &quot;Fremont Area United Way&quot; logo must be present or United Way must be mentioned in as many of the following ways as possible:</td>
</tr>
<tr>
<td></td>
<td>• Places of operation visited by customers/clients where funded program(s) take place, including the use of a FAUW logo window cling</td>
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<tr>
<td></td>
<td>• Collateral/printed materials for the funded program(s) – such as newsletters, brochures, rip tag flyers or pamphlets, etc.</td>
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<td></td>
<td>• Identification on website and link to <a href="http://www.fremontunitedway.org">www.fremontunitedway.org</a></td>
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<tr>
<td></td>
<td>• Listings of organization and program funders, including annual report</td>
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<tr>
<td></td>
<td>• Press releases about the funded program(s)</td>
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<tr>
<td></td>
<td>• Special events (e.g., annual meetings, fundraising events, etc.)</td>
</tr>
<tr>
<td>Speakers and tours</td>
<td>• Provide speaker(s) who have been trained by FAUW staff to deliver a community-wide message, especially during Fremont Area United Way fundraising campaign, if applicable.</td>
</tr>
<tr>
<td></td>
<td>• Host program/facility tours and organize volunteer projects (where relevant).</td>
</tr>
<tr>
<td>Education</td>
<td>Educate employees and volunteers about the unique opportunity United Way provides for our whole community to work together, as well as the specific work United Way supports through your organization.</td>
</tr>
<tr>
<td></td>
<td>Agree to highlight with your Board of Directors the importance and value of United Way donor dollars, if their workplace is not currently running a workplace campaign. You agree to help facilitate and educate the value of a community campaign.</td>
</tr>
<tr>
<td>Success Stories/Photographs</td>
<td>Provide success stories and examples that may be incorporated into Fremont Area United Way's ongoing donor communications efforts throughout the year, and photographs when client confidentiality is not in jeopardy.</td>
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</tbody>
</table>
## APPENDIX C: Fundraising Parameters

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>Conducting a United Way Fundraising Campaign</td>
<td>All FAUW Funded Partners are required to conduct an annual United Way fundraising campaign among their employees and board of directors. FAUW staff will provide agencies with the resources to conduct a campaign.</td>
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<tr>
<td></td>
<td>The campaign should be led by FAUW staff in partnership with the board chair of funded partner and leader of the local programs.</td>
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<tr>
<td></td>
<td>The agency agrees to support giving to the FAUW annual campaign. The agency will refrain from:</td>
</tr>
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<td>- Soliciting in the workplace for designated contributions</td>
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<td>- Advertising or promoting the FAUW campaign as a vehicle for designated contribution; to that end</td>
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<tr>
<td></td>
<td>- All FAUW Funded Partners will not solicit corporate gifts nor facilitate any fundraising push during our campaign of September through October</td>
</tr>
<tr>
<td>Fundraising</td>
<td>The Funded Partner agrees to join with FAUW and other organizations in community-wide efforts to raise funds to meet human service needs within Dodge and Washington Counties. Nothing in this PLOA shall limit the Funded Partner’s right or ability to conduct fundraising activities on an independent basis with the exception of the following timing considerations</td>
</tr>
<tr>
<td></td>
<td>The Funded Partner will:</td>
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<td>- Not affiliate with a coordinated, community-wide fundraising campaign that operates in competition with FAUW that takes place in the time period from the FAUW Campaign Kickoff to November 1, 2020</td>
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<td>- Notify FAUW at least 30 days in advance of the commencement of a capital campaign</td>
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APPENDIX D: Reporting and Evaluation

FAUW has a particular responsibility to be good stewards of the dollars donated to Fremont Area United Way. Every quarter, all Funded Partners are required to submit reports on agency information and compliance, client demographics, budget accountability, program outcomes and results achieved by the program participants.

Examples of reporting requirements include, but are not limited to:

- Agency information and compliance
- Client demographics
- Financial statements
- Program outcomes and results

Evaluation Philosophy
At Fremont Area United Way, we believe that evaluation is a method for not only measuring the impact we have on the community, but also for learning how we can improve our efforts.

All Funded Partners are expected to:

- Conduct strategy and program-level evaluation that examines the services provided and the impact of those services on participants
- Help summarize and analyze evaluation data and use it for improving program quality, service delivery and results for participants
- Report the results of their evaluations to FAUW through the Program Outcome Reports
- Participate periodically in 3rd party evaluations upon request from FAUW

Revisions and Changes

- If a Funded Partner wishes to revise outcomes or measurement tools outlined in section II on page 1 of this document, the organization must notify the Executive Director prior to making any changes
- Failure to obtain FAUW approval for these changes or alterations to outcomes or measurement tools could jeopardize the funding agreement

Accountability
Funded Partner is held accountable for the outcomes projected for the indicators listed in the application. It is expected that outcomes be projected with full supporting information. Progress towards targets will be evaluated quarterly. Each Funded Partner is responsible to maintain back-up copies of all data submitted to FAUW.

Client Confidentiality and Data Sharing

- FAUW has full rights to use data to advance the work of the Community Impact Agenda
- All data submitted to FAUW through the application process and reports are considered the property of FAUW. As such, FAUW reserves the right to aggregate Funded Partner data with other similar partners and use it across the organization for communication materials, presentations during the fundraising campaign and for developing “best practices” materials that can be shared with other organizations
- Individual client confidentiality is protected and FAUW will NEVER disclose a client’s name or photo without prior consent and approval from partner and client
- FAUW will not ask for names on any of our reports
Financial Reporting Requirements
The following financial documents must be submitted with the quarterly progress report:

- **For agencies with annual revenue less than $125,000** – agreed upon procedures as agreed to by a CPA, FAUW, and the Funded Partner, including, but not limited to: a detailed review of bank activity, review of approvals for disbursements and support for deposits, and other transactional testing
- **For agencies with annual revenue more than $125,000 but less than $250,000** – review prepared by a CPA
- **For agencies with annual revenue of $250,000 or more** – CPA prepared independent audit and management letter
- Most recent 990 EZ or 990 Core
- Monthly organizational balance sheets from the prior six months
- Monthly organizational income statements from the prior six months
- Program budget for current funding year

Reporting Deadlines

- Quarterly Progress Reports for the period of January 1st-March 31st are due by April 30th, 2020 of the funding cycle.
- Quarterly Progress Reports for the period of April 1st-June 30th are due by July 31st, 2020 of the funding cycle.
- Quarterly Progress Reports for the period of July 1st-September 30th are due by October 31st, 2020 of the funding cycle.
- Quarterly Progress Reports for the period of October 1st-December 31st are due by January 31st, 2021 of the funding cycle.

Evaluation Process

- Funding recommendations and progress report reviews are completed by groups of FAUW Board Members, Donors, and Community Members called “Impact Committee”.
- The Impact Committee focuses on each impact area: Education, Health, Income, or Basic Needs.
- Additionally, a financial review process will be utilized to analyze financial statements of the Funded Partners to provide insight into the viability or sustainability of an organization to continue to deliver the outcomes listed in section II of this document.
- Feedback and requests for clarification developed in this process will be communicated to Funded Partners, with deadlines included if follow-up is required from the organization.
- When significant concerns arise or persist, that Funded Partner will be placed on “Monitoring and Support” (See Appendix E).
APPENDIX E: Monitoring and Support

Policy
Fremont Area United Way will assure compliance with all funding requirements as outlined in this PLOA.

Reasons For Monitoring and Support
An agency may be subject to monitoring and support which may include, but are not limited to, the following:

- Concerns about program quality and/or effectiveness
- Financial concerns that cause an agency to receive unsatisfactory annual financial reviews or audits
- Financial concerns that threaten the agency's ability to continue to deliver programming
- Significant changes to the program that affects the scope of work, program design, quality of services, and/or measurement of outcomes
- Failure to adhere to established reporting deadlines
- Submitting incomplete, inadequate, and/or inaccurate reports
- Breach of federal, state and/or local laws

Procedures
1. Determination of Monitoring and Support
   In the event that a concern is identified, FAUW will contact the agency to clarify the issue(s). Following this contact, FAUW staff and/or board volunteers will make a determination as follows:
   a. Concern is resolved and no further action is required.
   b. Concern is not resolved and staff refers the matter to a volunteer/board member for further investigation.
   c. Concern is not resolved but the matter is serious and is turned over without delay to the Chair of the Impact Committee to determine if funding should be withheld immediately.

2. Oversight of Monitoring and Support
   A team comprised of volunteers/board members will be appointed by the Impact Committee to investigate agencies in jeopardy of losing funding. This team will work closely with agencies to develop contingencies or caveats, and is responsible for monitoring an agency's progress to address these concerns. The team makes funding recommendations to the Impact Committee to withhold, reinstate, or forfeit monthly allocations, or if necessary, recommend that an agency be defunded.

3. Volunteer Guidelines
   - When an agency is placed on monitoring and support, FAUW will notify the agency and it's Board Chair in writing and request a meeting within 30 days to discuss issuing possible contingencies or caveats.
   - This meeting is intended to give an agency the opportunity to seek further clarification and receive guidance on expected actions and support to foster success.
   - The volunteer team will review resolution of contingencies or caveats and will notify the agency of its decision to approve the proposed changes.

4. Monitoring Contingencies
   The community impact committee/board volunteers and community volunteer is responsible for monitoring an agency's progress to address contingencies or caveats and provide status reports to the Impact Committee. While the intent of the volunteer team is to help agencies achieve a successful resolution of the problem, the community impact committee (board members and volunteers) will give
serious consideration to withhold, forfeit, or recommend that an agency be de-funded when any of the following occurs:

a. Agency is unable to meet deadlines and/or achieve key outcomes.
b. Agency is not willing to address concerns and is unwilling to participate in the volunteer program.
c. Agency is placed on Monitoring and Support more than once during a funding cycle.

5. **Successful Completion of Contingencies and Caveats**
   Once an agency has successfully resolved contingencies or caveats, the volunteer/board team will make a recommendation to the Impact Committee to remove the agency from monitoring and support.

6. **Unsuccessful Completion of Contingencies and Caveats**
   If an agency does not resolve contingencies or caveats, FAUW may choose to terminate funding. See Appendix F for details.

7. **Forfeited funds can be reallocated to:**
   - Forfeited funds will be transferred back to other agencies, partnerships or initiatives that provide programs that meet current funding criteria. These funds must be used by FAUW to support other community-based programs and services, and not transferred to support general operational costs of FAUW.
   - Under no circumstance do agencies forfeiting funds have the authority to transfer or negotiate FAUW funding with other entities.
APPENDIX F: Change In Funding Status

Policy
With cause, Fremont Area United Way (FAUW) or any agency receiving FAUW funding may terminate the funding relationship between the two entities. The FAUW Board of Directors will afford due process to a Funded Partner. The following procedures will be followed. In cases where an agency receiving FAUW funding has been determined to be involved in grossly illegal activities, FAUW reserves the right to terminate the funding relationship between the two entities immediately.

Procedures
1. Termination by a Funded Partner
   - A letter of intent should be submitted to FAUW’s Board of Directors no less than 30 days in advance of the date the termination is effective. The Chair of the Board of Directors should sign the letter.
   - All funding will be withheld, effective immediately, when FAUW receives written notice of this request and until final decisions are approved.

2. Termination of Funding Relationship by FAUW for Cause
   Causes for FAUW to terminate a funding relationship may include, but are not limited, to the following:
   - An agency in good standing no longer aligns with funding priorities.
   - An agency fails to meet responsibilities outlined in the Partnership Letter of Agreement and other fund distribution policies and procedures.
   - Funded agency ceases operations or the program for which an agency is receiving funding is no longer in operation.
   - An agency is not successful in resolving Monitoring and Support issues (Appendix E).
   - There is a breach of federal, state or local law. (We as funders and funded partners are not determining city housing ordinance nor legal status on anyone). United Way supports all community members within our service area.
   - Significant changes are made to programs that affect the scope of work, program design, and/or quality of services provided.

3. Steps to End Funding Affiliation

   Exit Strategy
   - If a Funded Partner is unable to resolve monitoring and support issues, the Impact Committee (including at least one FAUW Board member) will make a formal recommendation to the FAUW Board of Directors that outlines the circumstances and all actions taken to resolve the matter.
   - The recommendation to terminate the relationship must be approved by the Impact Committee and the FAUW Board of Directors before any action is taken.
   - A copy of this recommendation will be mailed to the agency’s Board Chair and Executive Director.
   - When the Impact Committee and Board of Directors approve the exit strategy of an agency, FAUW will notify the agency’s Executive Director and the Board Chair to meet with them personally and handle letter. The letter will outline the remaining terms of the funding agreement as follows:
     a. Effective immediately, all allocations will cease to exist.
     b. If the relationship is terminated in a given fiscal year after campaign materials have been printed, starting with the next fiscal year, the de-funded agency will cease to be listed on FAUW campaign materials.
c. Once de-funded, implied endorsement or use of the Fremont Area United Way logo or other labeling is not permitted. FAUW may ask the Funded Partner to no longer participate in FAUW programs.

4. **Forfeited funds may be reallocated to:**
   - Forfeited funds will be transferred back to other agencies, partnerships or initiatives that provide programs that meet current funding criteria. These funds must be used by FAUW to support other community-based programs and services, and not transferred to support general operational costs of FAUW.
   - Under no circumstance do agencies forfeiting funds have the authority to transfer or negotiate FAUW funding with other entities.
APPENDIX G: Strategic Alliances and Mergers

Policy
Fremont Area United Way (FAUW) will support mergers and strategic alliances between Funded Partners that demonstrate relevance to FAUW funding priorities at the time of an alliance, merger and/or program acquisition.

The FAUW Board of Directors reserves the right to reevaluate the funding for each entity as a result of a merger. Final funding decisions will be made once the consolidation is complete and FAUW has received the required documentation.

Mergers between funded and non-funded organizations in the region will be considered on a case-by-case basis, but all funding should continue to support individuals and families living in Dodge and Washington Counties.

Procedures

1. Interest in Discussing a Strategic Alliance or Merger
   Funded Partners should notify FAUW if two or more agencies are interested in exploring a formalized alliance. Funded Partners that choose to independently meet to explore opportunities for strategic restructurings other than mergers are not required to involve FAUW in their discussions or report this to FAUW.

2. Notice of a Merger
   If organizational discussions result in a merger, Funded Partners should notify FAUW of the planned changes in writing as soon as possible, but no later than three months before the merger is completed and formally recognized by the Secretary of State. At that time, FAUW may temporarily withhold the allocation for the Funded Partner involved until information regarding the details of the merger has been submitted and reviewed per the Policy Statement above.

   In addition, the agency must submit information describing:
   - The effect on service delivery, including information on what programs, if any, will be eliminated as a result of the merger.
   - The effect on governance, management, administrative costs and the overall financial stability of the organization.

3. Oversight of the Merger and/or Acquisition Process by FAUW
   Once the FAUW staff is notified of a merger and/or acquisition, the matter is turned over to board/liaison and Fremont Area United Way Board member who are responsible for tracking the progress of the merger and/or acquisition. This team will work with Funded Partners to ensure that the necessary steps are followed and the required documentation from agencies is gathered and prepared for the Impact Committee to review as part of its final recommendation to the FAUW Board of Directors on whether to continue funding this program in the current capacity, a new PLOA is required or discontinuation of current PLOA.

   Depending on the circumstances of the merger and/or acquisition, a board liaison will, as appropriate, work with Funded Partners to avoid any disruption in funding.
4. **Required Documentation to be submitted to FAUW**

   After the transaction is complete, the Board of Directors of the entity assuming legal and fiscal responsibility of FAUW funding for this program shall provide United Way with the following information in writing:
   - Official date of merger and/or acquisition
   - Date this change is to be effective (if different than the date of the merger and/or acquisition).
   - A copy of the letter submitted to the Charitable Trust Section of the State of Nebraska. This letter should address the following:
     a. An explanation of the transaction
     b. A copy of the merger agreement
     c. A copy of the plan of merger
     d. Articles of Incorporation of the non-survivor
     e. IRS returns and audited financial statements for the last three (3) years
     f. Information on the survivor agency
     g. Articles of Incorporation on the survivor agency
     h. IRS returns and audited financial statements for the last three (3) years on the survivor agency
   - Letter from the Attorney General that recognizes the dissolution of the acquired organization.
   - Updated roster of the Board of Directors.
   - FAUW will request a new scope of service delivery, agency budget, program budgets, and outcomes that align with the mission.
   - Other information as requested.

5. **Funding Notification**

   After the merger and/or acquisition is complete and the agency has submitted all required documentation to FAUW, the Impact Committee, with Board approval, will make a final decision about the funding relationship and notify the agency in writing of its decision.

   1. **Notice to Continue Funding**

      If a decision to continue the funding relationship is made, the entity assuming legal and fiscal responsibility of FAUW funding will receive a revised Letter of Understanding to be signed and returned to FAUW within 30 days of receipt.

   2. **Notice to Terminate Funding**

      FAUW reserves the right to terminate a funding relationship if: changes resulting from a merger and/or acquisition negatively impact the services provided by FAUW funding; or if the services planned following the consolidation are no longer aligned with FAUW funding priorities or needs at the time of the merger and/or acquisition. In this case, FAUW will utilize procedures outlined in Appendix F, No. 3 Steps to End Funding Affiliation.
APPENDIX H: Designation Guidelines

FAUW has always accepted donor designated funds to any 501(c)(3). For 2020 designations can be made to any 501 (c)3, tax exempt and government funded partner.

The agency will promote the concept of giving to the FAUW Community Impact Fund and will not solicit direct donor designations of United Way pledge dollars.

FAUW reserves the right to withhold and forfeit the distribution of funds due to programmatic or financial impropriety or failure to comply with the terms of this agreement until the issue(s) is resolved to the satisfaction of FAUW.