

This agreement for services ("Agreement") dated April 1<sup>st</sup>, 2019 defines the responsibilities of CASA of Oregon ("Administrator") and SALEM HOUSING AUTHORITY ("Partner"). This agreement establishes the VIDA collaborative program structure, working guidelines of the program with which Partner agrees to comply, and sets forth the working relationship of the Partner and the Administrator.

This agreement replaces any prior VIDA agreements between Administrator and Partner, including but not limited to agreement(s) signed in previous years.

The purpose of the VIDA collaborative is to establish an efficient structure for community-based organizations and housing authorities to provide eligible individuals access to Individual Development Accounts (IDAs).

### **Article I. Definitions**

**Section 1.01** IDA: Individual Development Account, a matched savings account used for asset building goals including: homeownership, home repair, business ownership, employment-related equipment or assistive technology, securing a rental, vehicle, retirement and post-secondary education.

**Section 1.02** VIDA Collaborative: The network of partners who are participating in the program, under this agreement.

**Section 1.03** Administrator: CASA of Oregon.

**Section 1.04** Partner: An organization that has been accepted into the VIDA collaborative.

**Section 1.05** Applicant: Individual who is in the process of enrolling in VIDA, but whose application has yet to be approved.

**Section 1.06** Participant: Individual who has been approved to participate in VIDA and has begun saving in their IDA.

**Section 1.07** Personal Development Plan: A written plan developed jointly by the Partner and the participant that is designed to provide the participant with the appropriate tools, resources, and planning necessary to support the participant's goal(s).

**Section 1.08** Oregon IDA match funds: Funds reserved to participants and paid towards asset purchases. Oregon IDA match funds are funded through tax credits fundraised by Neighborhood Partnerships on behalf of the State of Oregon.

**Section 1.09** Federal IDA match funds: Funds reserved to participants and paid towards asset purchases. Federal funds are funded through the Assets for Independence Act (AFIA).

### **Article II. General**

**Section 2.01** Partner has been accepted as a partner of the VIDA collaborative and agrees to accept the duties, responsibilities, and other activities referenced in Section 5.02 and Section 8.01.

**Section 2.02** Partner agrees to collaborate with other partners for the benefit and success of program participants by sharing resources and information including but not limited to the delivery of required asset training and financial education.

**Section 2.03** Partner agrees to evaluate their programming to identify how they might better serve communities of color with the VIDA program. This may come in the forms of using bilingual materials, doing outreach to culturally specific community groups, etc. CASA will make ourselves available to help identify ways to increase minority representation and to provide materials in Spanish or Russian, as needed. Partner also agrees to make an effort to include participants from underserved regions of Oregon and underserved communities based on targeted goals of the Oregon IDA Initiative and in accordance with the Request for Funds (RFF) submitted by the Partner.

**Section 2.04** CASA of Oregon, as a representative of VIDA, has entered or will enter into various agreements with private foundations and public entities (Funding Organizations) including but not limited to the government of the United States of America. Partner via this agreement, obligates itself to the terms, regulations and conditions of the US Department of Health and Human Services, Oregon IDA Tax Credit Program and private foundations as they pertain to offering IDAs. The following documents are incorporated by reference into this agreement and are available upon Partner's request: Agreements with funding organization, Assets for Independence Act regulations, Oregon IDA Initiative program statutes and administrative rules, savings plan agreement, Oregon IDA financial education standards, VIDA collaborative partnership criteria, participant handbook, and the partner handbook.

**Section 2.05** By signing this agreement, Administrator and Partner agree to maintain their programs in accordance with VIDA policies and procedures as set forth in this agreement and incorporated through the partner handbook, communications from the Administrator, savings plan agreement, and participant handbook. The responsibilities of each party to this agreement may be revised from time to time by the Administrator as provided herein, to ensure the success of the program.

### **Article III. Terms of Agreement**

**Section 3.01** The term of this agreement shall begin on April 1st, 2019 and shall end on March 31<sup>st</sup>, 2020. The agreement shall be subject to renewal at the beginning of each program year. At that time, the Administrator may reaffirm Partner's participation in VIDA, based on a written Request for Funding (RFF), performance as a partner (including quality of materials submitted and participation in training and technical assistance requests) and/or an annual performance review as described in Article 6 of this Agreement.

**Section 3.02** If Partner chooses to end the partnership, Partner shall follow the procedure set forth in Section 9.02. Thereafter, regardless of when an agency may join VIDA, all Partners shall review their participation and commitment to VIDA at the beginning of the program year.

### **Article IV. VIDA Structure**

**Section 4.01** Administrator. CASA of Oregon is the administrator of VIDA and is responsible for daily operation decisions, including but not limited to procedures, data methods, program coordination, fundraising, and management. The duties of the Administrator are contained in Section 5.01 below.



**Section 4.02** Partner organizations. Partners are organizations or qualified entities that have signed this agreement for services and are committed to providing access to IDAs for eligible participants. Partners provide services to the participants including financial education, asset-specific education, information and resources, referrals and case management, in order to assist them in achieving their savings and program-related goals. Partner duties are contained in Section 5.02 of this Agreement.

### **Article V. Program Operations**

This section identifies the responsibilities of the Administrator and Partner.

**Section 5.01** The Administrator, CASA of Oregon, will perform the following activities:

- (a) Lead in fundraising and advocacy efforts;
- (b) Make daily operation decisions, including but not limited to procedures, data methods, program coordination, fundraising, and program management;
- (c) Provide quarterly statements to participants, or provide access to Esaver, both of which show the participants' savings and accumulated matching funds, and provide copies of savings reminders mailed from Administrator to participant;
- (d) Respond in a timely fashion to all Partner inquiries. These may be about participant savings patterns, policies or procedures;
- (e) Approve all new eligible participant applications;
- (f) Process approved participant withdrawals, both matched and emergency by ensuring that the participant has met all program requirements;
- (g) Manage and distribute match funds;
- (h) Act as liaison between Neighborhood Partnerships, Oregon Housing and Community Services, and US Department of Health and Human Services;
- (i) Run management information systems for IDAs which produce participant statements and tracks participant progress;
- (j) Monitor collaborative and Partner performance;
- (k) Ensure that financial education delivered by Partner, or on behalf of Partner, complies with the Oregon IDA Initiative financial education standards and grant requirements;
- (l) Assist Partner to develop materials for marketing and recruitment;
- (m) Develop and distribute VIDA procedural forms and handbooks;
- (n) Provide training for Partner in all relevant areas including recruitment and enrollment;
- (o) Provide training for financial institutions;
- (p) Develop and maintain relationships with financial institutions and act as custodian on all VIDA bank accounts, as needed;
- (q) Coordinate collaborative communication, meetings, and information sharing
- (r) Evaluate new partner organizations for inclusion in the collaborative
- (s) Assist Partner (as resources allow) with meeting individual benchmarks and program criteria upon request;
- (t) The Administrator will assist agencies in acquiring financial education materials, and asset-specific materials that are culturally appropriate, upon request;

- (u) The Administrator will provide technical assistance to Partner personnel, so that Partner is able to deliver IDA services that meet VIDA standards.

**Section 5.02** The Partner will perform the following activities:

- (a) Conduct outreach to potential VIDA Participants in accordance with the intentions stated in the RFF ;
- (b) Screen and propose applicants for enrollment using current VIDA forms and procedures;
- (c) Provide or make accessible one-on-one support, case management services, financial education and asset-specific education (e.g. homeownership, small business development training, post-secondary education access and planning, and career development) to participants so that they are able to complete the IDA program successfully;
- (d) Conduct periodic check-ins with participants, no less than quarterly;
- (e) Support participants in completing their personal development plan and review it before submitting to the Administrator to ensure it adheres to program guidelines;
- (f) Have financial education and asset-specific education accessible, either directly through Partner, online, or through a referral to another agency, in a culturally appropriate manner and at no cost to the participant;
- (g) Respond to the RFF annually and strive to meet the performance goals as established in the most recent RFF. These performance goals shall reflect future funding and partnership decisions;
- (h) Participate in VIDA activities including attending VIDA meetings and webinars and ensuring that all IDA staff have been trained by the VIDA administrator;
- (i) Respond to all program-related inquiries in a timely manner;
- (j) Assist Administrator with fundraising and advocacy;
- (k) Review Outcome Tracker reports monthly and respond timely to issues and questions. Follow-up with participants who are not following the deposit schedule set forth in the savings plan agreement;
- (l) Provide post-program follow-ups, in order to assist in determining ongoing program success rate;
- (m) Submit all participant-related information containing sensitive or personal data through a secure server connection with high-grade encryption whenever possible;
- (n) Maintain participant records for at least seven years after participant exits the program (in either paper or electronic format);
- (o) Contact the Administrator regarding any concerns or issues with a partner financial institution for the Administrator to investigate and resolve;
- (p) Make files, memorandums of understanding and staff available for file review purposes, as needed. Partner reviews are detailed in Article 6 below;
- (q) Provide the Administrator receipts from participant purchases in a timely fashion up to and including final purchases.



- (r) Allocate all funds awarded through this annual contract by the deadline contained therein.

#### **Article VI. Partner Review**

**Section 6.01** The Administrator may conduct biennial, or more often if determined necessary, Partner performance reviews to evaluate Partner performance, including communication, internal systems, and participant success rate.

**Section 6.02** Partner will make every effort to schedule Partner review in a timely manner with Administrator.

**Section 6.03** The Administrator will provide results from Partner review to Partner within 45 days of review. Results may include areas of improvement and will highlight areas of success and accomplishments. In the event that Partner is unable to meet program goals and benchmarks as stated on the partner RFF, is not in compliance with section 5.02, or has an early exit rate greater than 25%, the following may occur:

- (a) Written notice will be sent by the Administrator to Partner, documenting areas for improvement; this notice will trigger Partner to enter into a probationary period;
- (b) A meeting will take place between the Administrator and the Partner to review areas for improvement and to create an action plan;
- (c) If progress is not made quarterly and the outlined benchmarks are not reasonably achieved within one year of probation, this agreement will not be renewed, at the discretion of the Administrator and active participants will be transferred in accordance to Section 9.04.

#### **Article VII. Reservation of Matching Funds**

**Section 7.01** At the beginning of each agreement year, the Administrator will reserve funds from the most recent Oregon IDA award to be used exclusively by Partner throughout the agreement year period. Funds may be distributed to participants at the discretion of Partner, until they run out or by March 31, 2020, at which point any remaining matching dollars will be reassigned. Partner may be able to access additional matching dollars before March 31, 2020 from a pool of excess funds through an open enrollment process once all current year's funds have been allocated.

**Section 7.02** Should a participant leave the program during this program year who was assigned to the current funding year prior to using matching funds Partner will be required to reallocate funds to a new applicant.

**Section 7.03** Partner will be awarded \$72,000.00 in state matching funds to be distributed in accordance with this agreement. These funds will reside with Administrator to be used exclusively for Partner during the term of this contract.

**Section 7.04** The Administrator will assign federal AFIA dollars, when appropriate, to applicants, as funds are available. Partner will have access to enroll additional savers with pooled older funds after all current year funds have been distributed. These funds will be accessible to all VIDA collaborative partners in a first come, first served basis, until fully utilized. Additional compensation will be paid for using these funds.

### **Article VIII. Compensation**

**Section 8.01** Partner shall be paid an amount as calculated in accordance with and at times as set forth in Section 8.03. Partner's payment is for the costs associated with the following IDA-related activities:

- (a) Case Management / Counseling that includes:
  - i) Participant enrollment;
  - ii) Participant counseling related to financial planning and preparation (i.e. credit repair, working on debt-to-income ratio, developing budgets, financial goal setting);
  - iii) Participant counseling related to asset goal (i.e. business plan development, business advising, mortgage loan preparation, enrolling in a post-secondary education institution, etc.).
- (b) Instruction of financial education sessions;
- (c) Instruction of asset specific training (homeownership, small business training, etc.).
- (d) Expenses related to training for IDA related activities
- (e) Keeping track of participant progress as related to their savings plan agreement

**Section 8.02** The Partner understands that IDA-required services are to be offered at no cost to the participant. If the Partner refers participants to a third party to deliver any aspect of IDA-related support or services, specifically Section 8.01 (b) and Section 8.01 (c) listed above, the Partner shall pay for any fees incurred, such as class registration fees or materials, on behalf of the participant.

**Section 8.03** Partner will be compensated 13% of the State funded match awarded to them in accordance with this agreement. Funds are separate from the awarded match and will be dispersed according to the following:

- (vvvv) 50% of the payment will be issued at the end of the month following receipt of this signed agreement, referred to as Contract Payment #1;
- (www) 50% of the payment will be issued upon completion of this agreement, referred to as Contract Payment #2;
- (xxxx) Final payment will be based on actual match allocated, taking into consideration any losses or gains of unassigned current year funds as of the end of the agreement year.

**Section 8.04** Should a participant request a transfer to another partner; the receiving partner must have available matching funds to receive the participant, if they enrolled in the current contract year. Transfers of participants from any other funding year will move the match to follow the participant.

**Section 8.05** No additional compensation will occur for these types of transfers.

### **Article IX. Termination of the Agreement**

**Section 9.01** This agreement may be terminated voluntarily, or for cause, by either party.

**Section 9.02** Voluntary termination of the agreement by Partner may be made following sixty days written notice to the Administrator and by taking the following action, after official notice is accepted from Administrator, and under direction from the Administrator:



- (a) Notify all of its active and inactive participants that it is withdrawing from the VIDA collaborative;
- (b) Work with the Administrator to transfer the active accounts to other partners in the geographic location who have the capacity to provide service to the participants;
- (c) Promptly (no later than fifteen days prior to the date of separation) provide any reporting the Administrator requires so the Administrator can transfer accounts and report to funders.
- (d) Partner will not receive any final payments as referenced in Section 8.04 (a) and (b).

**Section 9.03** Termination for Cause may be made by Administrator. Partner shall receive notice stating reason for termination of agreement thirty days prior to termination, with opportunity to cure within that thirty day period. Regardless of the reason for agreement termination, if Partner has open accounts, the following will occur:

- (a) Inactive Accounts: Inactive means accounts which are open, but deposits are not or have not been made by the participant in accordance with the savings plan agreement. If Partner has inactive participant accounts, notices will be sent to the participants requesting that the accounts be closed. Refer to the partner handbook for early exit procedures of inactive accounts;
- (b) Active Accounts: Participants whose accounts are active will be sent a letter by the Administrator informing them that their accounts will be transferred within thirty days to another partner. Those accounts will remain open as any other open account and no penalty will apply to the participant.
- (c) Partner would surrender all remaining payments from Section 8.04 (a) and (b).

**Section 9.04** In the event the Administrator wishes to terminate its role Administrator of the collaborative, it will:

- (a) Assist the VIDA collaborative with evaluation of strategies for completing the project, including consideration of identifying another administrator and seeking funder approval to transfer remaining funds (after payment of all costs incurred by the Administrator) to the new administrator;
- (b) Provide copies of the Administrator's communications with funders regarding termination of this agreement;
- (c) Provide final financial and program summaries to the new administrator and make available to the new administrator any information collected or generated by administrator staff, in accordance with grant guidelines.

#### **Article X.      Modification**

This agreement may be modified in writing with the approval of both parties.

**Article XI. Indemnification**

Each party acknowledges responsibility for liability arising out of its performance of this agreement and shall defend and hold the other party harmless from and indemnify the other party for any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from activities under or services provided pursuant to this agreement.

**Article XII. Communications**

When a Partner communicates about the program, both internally and externally, the program is referred to as a partnership with CASA of Oregon. In external communications about the program, all reference to the program must be reviewed by Administrator prior to external release.

**Article XIII. Competition**

Partner agrees to notify the Administrator, in writing, if they intend to apply for competing funds through the Oregon IDA Initiative. Notification must be received within sixty days of application.

**Article XIV. Notification**

Notification to the Administrator may be made by regular mail or email to:

Peter Hainley

Executive Director, CASA of Oregon

20508 SW Roy Rogers Road, Suite 155, Sherwood, OR 97140

phainley@casaoforegon.org

Notification to Partner may be made by regular mail or email to:

Kimberly McBeth

Client Services Manager

Salem Housing Authority

360 Church Street SE

Salem OR 97301

**Article XV. Approved Asset Goals**

VIDA partners may only offer IDAs for approved asset goals. The Partner requests to offer asset goals through the RFF process in which the Partner demonstrates that it has the capacity and expertise to offer high-quality participant support related to each asset goal. Marketing and/or making available IDAs for asset goals not selected above will result in the Partner being placed on probation, and may result in the termination of partnership unless prior approval is obtained. Partner is approved to offer IDAs for the following asset goals and asset modifications:



CASA of Oregon  
Agreement for Services

Asset Class	Approval
First Time Home Ownership	X
Home Repair	
Employment Related Equipment/Assistive Technology/Job Training	
Small Business Start Up or Expansion	
Post Secondary Education	X
Rental	
Retirement	
Vehicle	X
Manufactured Home Replacement (Home Ownership)	
Debt Repayment	
Credit Building	

By signing this agreement, Partner and Administrator agrees to these terms.

For: CASA of Oregon

For: SALEM HOUSING AUTHORITY

By: Peter Hainley

By: Steve Powers

Title: Executive Director

Title: Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signatures: \_\_\_\_\_