

July 28, 2022

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Agreement from Community and Shelter Assistance (CASA) of Oregon to Sign Up Qualifying Low-Income Clients for Individual Development Accounts. Funded by CASA. CASA will provide \$66,000 Direct to Eligible Clients and \$8,580 Revenue to County. No County General Funds.

Purpose/Outcomes	Approval of a Grant Agreement used for Qualifying Low-Income Clients who sign up for Individual Development Accounts (IDA) during the Grant period.
Dollar Amount and Fiscal Impact	\$8,580 revenue to Social Services. \$66,000 direct to eligible clients' savings accounts.
Funding Source	Community and Shelter Assistance (CASA) of Oregon. No County match requirements. No County General Funds.
Duration	Eligible grant expenditure period of April 1, 2022 to March 31, 2023.
Previous Board Action	None. Item at County issues: 7-26-22.
Strategic Plan Alignment	1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	Approved by Counsel on 6/22/2022 by Andrew Naylor.
Procurement Review	1. Was the item processed through Procurement? No 2. If no, provide brief explanation: This is a grant amendment, not subject to Procurement review.
Contact Person	Brenda Durbin, Social Services Director (503)655-8641
Agreement Number	H3S# 10750

BACKGROUND:

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests approval to renew the Grant Agreement with CASA of Oregon to continue providing its Individual Development Account program to housing program participants.

In partnership with the Housing Authority of Clackamas County, SSD provides low-income individuals and families with access to Individual Development Accounts (IDAs) to support their efforts to build assets. Clients with IDAs save money each month and receive matching funds deposited into their savings accounts. Clients can use the accumulated funds to purchase a home or a vehicle, pay for post-secondary education, or save for retirement at the end of their savings agreement period. This is a successful, ongoing program that has helped low-income Clackamas County residents build financial stability.

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

Clackamas.us/h3s

This is an ongoing, renewable grant opportunity. The Grant Agreement will provide \$66,000 of client matching funds. CASA provides the match direct to eligible clients. No match is required by the County. The reference to match refers to the deposits clients make that will be matched by CASA via a deposit into the clients' savings accounts.

County Counsel approved the Agreement. No County General Funds are required.

RECOMMENDATION:

Staff recommends the Board approval of this Grant Agreement, and authorization for Tootie Smith, Board Chair, to sign.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook, Director
Health, Housing & Human Services Department

Attachment:
Grant Agreement, H3S#10750

This agreement for services (“Agreement”), dated April 1, 2022, defines the responsibilities of CASA of Oregon (“Administrator”) and CLACKAMAS COUNTY, through its Department of Health, Housing and Human Services Department, Social Services Division (“Partner”). This agreement establishes the VIDA Network 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 Network is to establish an efficient structure for community-based organizations and housing authorities to provide eligible individual’s 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 Network: The 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 Network.

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 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 1.08 Oregon IDA Initiative: The umbrella program, managed by Neighborhood Partnerships on behalf of Oregon Housing & Community Services, under which Administrator offers the VIDA program.

Article II. General

Section 2.01 Partner has been accepted as a partner of the VIDA Network 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 funds. This may come in the forms of using bilingual materials, doing outreach to culturally specific community groups, etc. Administrator will be available to help identify ways to increase minority

representation and to provide materials in other languages, 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 Administrator, as a representative of VIDA, has entered into an agreement with Neighborhood Partnerships, for the purpose of participating in the Oregon IDA Initiative. Partner via this agreement, obligates itself to the terms, regulations and conditions of the Oregon IDA Initiative, 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, Oregon IDA Initiative program Statutes, Standard Operating Procedures and Administrative Rules, savings plan agreement, Oregon IDA financial education standards, VIDA Network 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, 2022 and shall end on March 31st, 2023.

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 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 statements to participants by request, or provide access to Esaver, both of which show the participants' savings and accumulated matching funds, and provide updates on savings progress to Partners (if applicable and in accordance with program rules);
- (d) Respond in a timely fashion to all Partner inquiries;
- (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 other applicable funders;
- (i) Run management information systems for IDAs which produce participant statements and tracks participant progress;
- (j) Monitor Network and individual 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;
- (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 Network communication, meetings, and information sharing
- (r) Evaluate new partner organizations for inclusion in the Network
- (s) Assist Partner (as resources allow) with meeting individual benchmarks and program criteria upon request;
- (t) Assist agencies in acquiring financial education and asset-specific materials that are culturally appropriate, upon request;
- (u) Provide technical assistance to Partner personnel, so that Partner is able to deliver IDA services that meet VIDA standards.
- (v) Review the effectiveness of collaborative Partners annually for continued program partnership.
- (w) Provide guidance, support, training and resources to Partners to better serve communities of color with IDAs.

Section 5.02 The Partner will perform the following activities:

- (a) Remain an eligible entity that is not at risk of discontinuing services during the next three years;
- (b) Notify Administrator within 15 days of any IDA Specialist or Executive Director staff changes;

- (c) Conduct outreach to potential VIDA Participants in accordance with the intentions stated in the RFF;
- (d) Screen and propose applicants for enrollment using current VIDA forms and procedures;
- (e) 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;
- (f) Conduct periodic check-ins with participants, no less than quarterly;
- (g) Support participants in making progress towards their goal, which includes completing their savings plan on time, and the completion of all required training;
- (h) 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;
- (i) 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;
- (j) Participate in VIDA activities including attending VIDA meetings and webinars and ensuring that all IDA staff have been trained by the VIDA administrator;
- (k) Respond to all program-related inquiries in a timely manner;
- (l) Assist Administrator with fundraising and advocacy;
- (m) 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;
- (n) Provide post-program follow-ups, in order to assist in determining ongoing program success rate;
- (o) Submit all participant-related information containing sensitive or personal data through a secure server connection with high-grade encryption whenever possible;
- (p) Maintain participant records for at least seven years after participant exits the program (in either paper or electronic format);
- (q) Contact the Administrator regarding any concerns or issues with a partner financial institution for the Administrator to investigate and resolve;
- (r) Make files, memorandums of understanding and staff available as needed.
- (s) Provide the Administrator receipts from participant purchases in a timely fashion up to and including final purchases, in accordance with current Standard Operating Procedure requirements.
- (t) Allocate all funds awarded through this annual contract prior to the deadline contained therein.

Article VI. Partner Review

Section 6.01 The Administrator may perform informal Partner reviews, biennially. The purpose of the review is to provide support and to build positive relationships with Partner staff. Additionally, items listed in Section 5.02 may be reviewed. Partner will make every effort to schedule Partner review in a timely manner with Administrator. These reviews will take place remotely and in person, as needed.

Section 6.02 Occasionally, Administrator may need to conduct a formal review of Partner if there are issues related to performance, as indicated in Section 5.02. This formal type of review may be scheduled as needed and may be both remote and in person.

Section 6.03 The Administrator will provide results from any formal 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 demonstrated that the Partner may no longer fit in the collaborative, 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 majority of the agreement year period. Funds may be distributed to participants at the discretion of Partner, until they run out or by February 28, 2023, at which point any remaining matching dollars will be reassigned. Partner may be able to access additional matching dollars prior to the end of the program year, should there be any available.

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 \$66,000.00 in 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 Partner may choose to allocate any or all of these funds to support existing savers, new enrollments, or any combination of the two. Supporting existing savers with additional match would be called a Savings Plan Agreement Amendment.

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 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 match awarded to them in accordance with this agreement for all new enrollments. Funds are separate from the awarded match and will be dispersed according to the following:

- (a) 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;
- (b) 50% of the payment will be issued upon completion of this agreement, referred to as Contract Payment #2;
- (c) 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.
- (d) Payment will be made via ACH or check, in accordance with Partner's instructions.

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. No additional compensation will occur for these types of transfers.

Section 8.05 Match allocated for the purpose of a Savings Plan Agreement Amendment will not incur a member payment, if it supports savers enrolled in previous years.

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 ninety days written notice to the Administrator and by taking the following action:

- (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 payments referenced in Section 8.03 (a), should a new agreement been in effect.
- (e) Partner will not receive any payments referenced in Section 8.03 (b) should an existing agreement been in effect.

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

- (a) If Partner has inactive participant accounts (savers who have not been in contact for more than 6 months, are not making deposits and are not spending money, or those whose account is more than 12 months from the Savings End Date) 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) Participants whose accounts are active and in good standing 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 8.03 (a) and (b), should a new agreement been in effect.

Section 9.04 In the event the Administrator wishes to terminate its role as 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:

Rebekah Bassett

Program Director, CASA of Oregon

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

rebekah@casaoforegon.org

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

Brenda Durbin

Executive Director, CLACKAMAS COUNTY SOCIAL SERVICES DIVISION

2051 Kaen Road, Oregon City, OR 97045

brendadur@clackamas.us

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, or a reasonable plan in place to do so. Marketing and/or making available IDAs for asset goals not selected below will result in the Partner being placed on probation, and

CASA of Oregon
Agreement for Services

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:

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	X
Vehicle	X
Manufactured Home Replacement (Home Ownership)	

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

CLACKAMAS COUNTY
Commissioner Tootie Smith, Chair
Commissioner Sonya Fischer
Commissioner Paul Sayas
Commissioner Martha Schrader
Commissioner Mark Shull

For: CASA of Oregon

For: _____

By: Peter Hainley

By: Tootie Smith

Title: Executive Director

Title: Chair

Date: May 5, 2022

Date: _____

Signatures: *Peter Hainley*

COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to _____
- Other _____

Originating County Department: _____

Other party to contract/agreement: _____

Description:

After recording please return to: _____

County Admin

Procurement

If applicable, complete the following:

Board Agenda Date/Item Number: _____