

## AFI Network Project Tool Kit

In this section you will see a variety of tools, which can be replicated locally. We wanted to make available a variety of templates that might help you manage your AFI Network Projects. These templates were drafted from existing contracts, memorandum of understanding and request for proposal documents from the field. It is important that you adapt these sample documents to fit your local needs. You may need to consult your contract staff, attorneys, advisory or policy making board for guidance and assistance.

By definition, AFI Network Projects involve more than a single site. The more sub-recipients there are and the more diverse the additional partnerships become, there exists more opportunities for conflict and challenges with communication. A Sample Conflict Management Policy and Process as well as a Sample Communications Policy is enclosed. It is important to lay out a plan for how to deal with conflict before it emerges. And, because AFI Grantees and Sub-Recipient Grantees have internal and external communication needs, there is a greater chance for conflict to occur when a communications plan has not been first negotiated.

It is our hope that you will find useful references in the bibliography section, especially literature about collaborations, and that some of the templates will be useful to you.

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## Glossary of Terms

AFI Network Project	A form of AFI project in which the AFI grantee implements the project through formal relationships with one or more other entities that provide IDA services directly to participants. The AFI grantee applies for and is responsible for the Federal AFI grant funds, coordinates development of nonfederal funds and resources, manages the work of the Sub-recipient organizations, and administers other key tasks and activities.
AFI Network Project Grantee	Entity that is awarded a Federal AFI grant to administer an AFI network project.
AFI Network Coordinator	Overall coordinator of the entire AFI network project. The AFI grantee often takes this role.
Sub-recipient (Sub-grantee or Sub-contractor)	Agency working under an agreement (contractual or Sub-grantee arrangement) with an AFI grantee to administer an IDA project site for delivering services and IDAs to participants as part of the AFI network project. The Sub-recipients recruit, select, and support participants for savings and asset purchases.
IDA Project Site	Entity that provides IDA services. AFI grantees and their Sub-recipient organizations provide services and are referred to as IDA project sites.
Collaboration	<p>A mutually beneficial, well-defined, and dynamic relationship entered into by two or more organizations to achieve common goals. This includes a commitment to: mutual relationships and goals; a jointly developed structure and shared responsibility; mutual authority and accountability for success; and sharing of resources and rewards.<sup>1</sup></p> <p>A collaborative group refers to a set of organizations that join together in collaboration. The individuals who represent collaborating organizations are partners or members.<sup>2</sup></p>

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<sup>1</sup> Mattessich P, Monsey B. Collaboration: What Makes It Work? St. Paul: Amherst H. Wilder Foundation. 1998; 7.

<sup>2</sup> Ibid.

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Community Partners	Financial institutions, local community colleges or universities, housing authorities, small business mentors, community-based groups, faith-based organizations, libraries, financial education trainers, and other entities that assist the AFI network (and its project sites) to provide IDA services to participants.
The New AFI <sup>2</sup>	A web-based tool provided to all AFI grantees by the Office of Community Services. It helps AFI grantees manage AFI-funded IDA programs. The tool assists grantees and their partners with such important functions as determining participant eligibility, gathering key information about participants, and tracking participant progress with attending financial education courses and saving in their IDA. The AFI <sup>2</sup> tool also enables grantees to record and report information about sources of funding, participant characteristics and results, and the level of grantee support provided. Grantees use it for timely and accurate program reporting and monitoring.
Performance Management	A set of inter-related activities designed to enhance program or organizational results. These activities involve managing networks, programs, products or services, people, processes, and data—and making decisions about operations.

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## Sample Memorandum of Agreement

This sample Memorandum of Agreement is structured specifically for an AFI Network Project following the Coalition / Collaborative model that includes Sub-recipient entities; a Steering Committee; and a Technical Advisory Committee. It also assumes a large coalition where a smaller committee conducts the business of the network and an annual meeting is held. Grantees are encouraged to modify this template to address their particular needs.

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This Memorandum of Agreement (“Agreement”), to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, is made and entered into by and among all of the agencies whose signatures appear below (the “Partners”) to serve as a voluntary agreement among the agencies and programs comprising the Partners in the NAME OF THE NETWORK PROJECT (the “Network”) to develop and implement viable strategies to increase asset acquisition among low-to-moderate income persons in AREA;

1. The name of the voluntary association of the partners shall be the NETWORK.
2. The mission of the AFI Network is: “To strengthen AREA individuals, families, and communities through the development of assets that support and promote generational wealth building and self-sufficiency.”
3. The Partners agree to collaborate to expand and enhance the asset acquisition opportunities of low to moderate-income persons in AREA. In connection therewith, each Partner agrees to assume and exercise its fair share of fiscal, staffing, and programmatic responsibility for activities engaged in behalf of the Network unless otherwise specified in a subsequent Memorandum of Agreement and/or contract for services.
4. The AFI NETWORK PROJECT GRANTEE will serve as lead agency/fiscal sponsor for the NETWORK. This does not preclude other organizations from seeking and securing funds in support of Network activities with approval of the Steering Committee.
5. The business of the Network shall be conducted by a Steering Committee. The maximum number of members shall be \_\_\_\_ and the minimum number shall be \_\_\_\_\_. These members shall reflect diversity in asset acquisition experience, as well as geography, race, ethnicity, and gender.

6. The Steering Committee shall approve all Network actions, solicit grant funding, and conduct other Network business upon obtaining the vote of a majority of all of the members of the Steering Committee. Steering Committee members may vote by proxy. Steering Committee members, by accepting a position on the Steering Committee, agree to actively participate in activities that further the goals of the Network, including, but not limited to, planning, grant-writing, fund solicitation, policy development, and/or legislative education and advocacy.
7. The Network Technical Advisory Committee shall provide advice and consultation on programmatic and administrative matters. The committee shall be composed of experts in various areas of asset acquisition for low-to-moderate income persons. The advice and consultation of the Advisory Committee will be solicited on an as-needed basis. Advisory Committee members will be invited to the Network's annual meeting (where the Network will review its accomplishments and establish its objectives for the next fiscal year), as well as to any other meetings of the Network at which the participation of the Advisory Committee may be helpful.
8. Each Partner acknowledges and agrees that the Network will have no assets, and should incur no liabilities, in its own name. By its signature to this Agreement, each Partner agrees that it will not, without the prior written consent of the Steering Committee: (i) borrow, or attempt to borrow, any monies in the name of the Network; (ii) enter into, or attempt to enter into, any contracts in the name of the Network; (iii) commit, or attempt to commit, any resources of the Network; or (iv) take any actions which would render it difficult or impossible for the Network to carry out its stated purpose.
9. Each Partner further acknowledges and agrees that all Partners (including Steering Committee members) and all Advisory Committee members, are independent parties and shall have no authority to act in the name of, or to bind or obligate, whether contractually or otherwise, any other Partner, or to bind the Network itself (without the prior approval of the Steering Committee). In no event shall one Partner be liable for any debts or obligations of any other Partner.
10. Each Partner shall be responsible for, and shall retain the sole right and responsibility to direct, its own agents, representatives, and employees. No agent, representative, or employee of any Partner shall be entitled to any benefits which may be made available to the agents, representatives, or employees of any other Partner, including but not limited to, claims for vacation pay, paid sick leave, retirement benefits, social security, workers' compensation benefits, health insurance, professional malpractice insurance, unemployment compensation, or social security benefits. Any Partner (the "first Partner"), whose agent, representative or employee makes a claim against another Partner (the "second Partner"), for any such benefits, agrees to indemnify and hold the second Partner harmless, from and against all damages, claims, expenses, costs and attorneys' fees, reasonably incurred by the second Partner in defending itself in any action brought by any agent, representative, or employee of the first Partner for any such benefits.
11. Each Partner further agrees to indemnify and hold all other Partners harmless, on a pro rata basis, from and against all damages, claims, expenses, costs, attorneys' fees, and

any and all other liabilities, reasonably incurred by one Partner in defending itself in any action arising from, relating to, or as a result of such Partner's activities on behalf of the Network, so long as such activities were engaged in: (i) in good faith (based on reasonably objective standards); and (ii) in furtherance of the purpose of the Network.

12. Prior to publication, any published reports and printed material of the Network shall appropriately acknowledge the collaboration and support of all Partners. No individual Partner shall be authorized to submit any such collaboratively-prepared material, in whole or in part, for registration or protection under the copyright or other intellectual property laws of the United States of America. The Network, acting through its Steering Committee, shall have unrestricted authority to disclose, distribute and otherwise use, in whole or in part, any reports, data, or materials prepared by any Partner pursuant to this Agreement.

By its signature hereto, the undersigned Partner agrees to abide by all of the terms of this Agreement and to promote fully the goals and purposes of the Network.

Name

Printed Name

Organization

Title

Date

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## Sample Request for Proposals

This sample Request for Proposals is designed to assist AFI grantees with selecting entities to enter into contracts or sub-grantee arrangements with for providing IDA services. It is designed to enable AFI network project grantee to cast a broad net to seek eligible nonprofit organizations to implement IDA projects.

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### Overview

Asset building initiatives seek to enhance economic stability for low-income households and to strengthen communities through the delivery of financial literacy training and matched savings accounts called individual development accounts (IDAs). Amounts saved and matched in IDAs are for use in purchasing assets—a first home, pursuit of a post-secondary education, or launching or expanding a business.

An array of community partners—including community agencies with ties to eligible participants and financial institutions—are needed to make an asset building program successful. One such collaborative effort is managed by AFI NETWORK PROJECT GRANTEE, funded by the Federal Assets for Independence (AFI) program and other sources.

The AFI NETWORK PROJECT GRANTEE is seeking proposals from eligible agencies to administer an IDA Project Site and as such, to deliver IDA services, to low-wage working individuals and households in the TARGET AREA. Selected entities will operate as contractors (or sub-grantees) in delivering IDA services.

### Services to Provide

Eligible IDA participants include persons whose income is less than or equal to 200% of the federal poverty level or who are eligible for TANF or EITC. Services to be delivered include the following:

- Recruit, screen, and enroll applicants using methods established by the AFI NETWORK PROJECT GRANTEE.
- Provide assistance to participants in opening IDA custodial/trustee accounts held on deposit in insured financial institutions. These are matched savings accounts. For each \$1 the participant deposits, the IDA project will match that amount with \$\_\_, up to \$\_\_ in total match over the period of \_\_\_ months. Match funds are provided by the AFI NETWORK PROJECT GRANTEE, as the recipient of Federal AFI funds. A procedure, developed by the AFI NETWORK PROJECT GRANTEE, shall be used to disburse match funds in accordance with program requirements.
- Provide participants with a minimum of \_\_\_ hours of financial education classes, defined as a curriculum or courses designed to enable participants to understand financial terms and concepts and translate that knowledge into practice.

- Although optional, this RFP provides a funding preference for proposals that include delivery of asset-specific education classes (SPECIFY: first-time homebuyer, post-secondary education, and business start-up classes) to participants that successfully achieve their savings goals.

## ***Proposal Requirements***

Describe the following, in the order outlined. As appropriate, provide specifics in such terms as quantity, time period, responsible parties.

### ***Population***

Describe the population(s) proposed for the IDA project in terms of geographic location; demographics; capacity to engage in financial literacy training; monthly savings; and asset purchases.

### ***IDA Project***

**Recruitment.** Describe how outreach will be conducted in recruiting participants in such terms as the number of recruitment sessions to conduct; individuals to reach; and methods to use.

**Participants and IDA Accounts.** State the number of participants to be enrolled and the number who will open IDAs. Identify the monthly savings required from participants in order to receive matching funds; duration of savings period (number of months); and total savings required of participants before they may withdraw IDA match funds for asset purchase

**Training, Case Management, Counseling.** Describe how financial education for participants will be provided, identifying who will provide training, the name of the curriculum and other training materials, and the number of training hours provided per participant. Describe the type of asset training to be provided as well as how it will be provided to participants, the qualifications of staff/agency to provide training, and the number of hours per participant. Describe how counseling will be provided to participants, including qualifications of staff members/agency, to help IDA participants complete savings plans and purchase desired assets.

**Asset Purchase Support.** Indicate the anticipated number of participants who will complete a savings plan and achieve asset acquisitions (as applicable, for homeownership, post secondary education, and/or microenterprise). Describe how asset purchase support will be provided in terms of who will provide the support and how.

**Workplan/Timeline.** Assuming a period of \_\_\_ months for recruitment, savings/training, and asset purchase, provide a brief workplan that outlines implementation of the above program plan in terms of staffing and management. Also provide a MONTHLY/QUARTERLY timeline outlining when activities will be conducted and responsible parties.

## ***Financial Institutions***

Identify the financial institution(s) to be used for the IDA accounts.

## ***Agency Capabilities***

Describe the agency's capacity to deliver services outlined in the project plan. Identify staff experience and expertise, existing or related programs, partnerships, and other factors. If another organization will have roles in implementing the plan, please include a copy of a Memorandum of understanding or other documentation of the agency's agreement and obligation to provide support.

## ***Data and Evaluation***

Describe how the agency will collect and report data for the annual AFI data report, specifying: who will input data; ensure its quality; and compile/transmit the data in desired formats. (Note: AFI NETWORK PROJECT GRANTEE has designated NAME OF SOFTWARE for use in compiling and reporting data.)

Selected entities shall collect and report the following data, which is based on information OCS requires for annual data reports as well as details needed for on-going performance management. These data elements are consistent with the AFI program performance indicators. Selected entities may be required to collect additional data.

### **SAMPLE Data Items to be collected**

#### **Key Activity: Participant Recruitment and Management of IDA Savings and Withdrawals**

- 1.A. Number of participants acquiring asset goal.
- 1.B(i) Number of IDAs opened.
- 1.B(ii) Number of people on the waiting list to open an IDA.
- 1.C. Number of people engaging in program activities that prepare them to enter into the savings program.
- 1.D. Average time to complete asset purchase.
- 1.E. Number of account closings for reasons other than asset purchase.
- 1.F. Number of participants who have achieved their savings goals.
- 1.G. Total savings deposits.

#### **Key Activity: Participant Training and Counseling**

- 2.A(i) Number and percentage of AFI IDA participants completing economic skills classes.
- 2.A(ii) Number and percentage of all participants completing economic skills classes.
- 2.B(i) Number and percentage of AFI IDA participants completing asset-specific training.
- 2.B(ii) Number and percentage of all participants completing asset-specific training.
- 2.C(i) Number and percentage of AFI IDA participants receiving specialized/advanced financial education or one-on-one counseling.
- 2.C(ii) Number and percentage of all participants receiving specialized/advanced financial education or one-on-one counseling.

### **Key Activity: Timely and Accurate Program Reporting and Monitoring**

- 4.A. Ratio of IDA savings to cost of services (after 2-3-4 years).
- 4.B. Ratio of dollar amount and in-kind services raised to federal grant amount spent
- 4.C. Rate of drawdown of Federal dollars.
- 4.D. Timely submission of accurate reports.
- 4.E. Timeliness and accuracy of annual data report.
- 4.F. Percentage of critical project goals achieved.

### ***Budget/Budget Narrative***

Use the attached budget information format for the proposed budget. Please provide a budget narrative to explain line item expenditures in the budget.

### ***Application Essentials***

- **Eligible Applicants.** DEFINE
- **Deadlines.** Proposals are due by MONTH, DATE, YEAR, TIME and must be received at SPECIFY LOCATION OR ELECTRONIC SUBMISSION EMAIL ADDRESS.
- **Page Limits and Formats.** Proposals must be under \_\_\_ pages, inclusive of appendices (or exclusive of appendices), formatted for 8.5 x 11 paper, SPECIFY FONT, SIZE, MARGINS. Pages must be numbered. A total of \_\_\_ copies (one original and \_\_\_ copies) must be provided.
- **Awards.** Awards will be announced by MONTH, YEAR. AFI NETWORK PROJECT GRANTEE, as the fiscal agency, is soliciting proposals and will coordinate review and selection of agencies, utilizing an objective review process.

### ***Background: Possible Division of Roles and Responsibilities between AFI Grantee and Sub-Grantee***

Below is a summary of roles and responsibilities under the AFI NETWORK PROJECT GRANTEE. Additional information about the federal AFI Program can be found at <http://www.acf.hhs.gov/assetbuilding/>. Information about AFI NETWORK PROJECT GRANTEE can be found at the WEBSITE.

#### **AFI NETWORK PROJECT GRANTEE**

- Establish and maintain the AFI Project Reserve Fund.
- Coordinate partner relationships, training, technical assistance, statewide/regional data collection, analysis, and reporting.
- Create and establish a fiscal system to guide management of the Project Reserve Fund and disburse funds for asset purchases and for project operations.

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- Identify eligible Sub-Recipients.
  - Raise necessary funds for IDA projects.

### **Sub-Recipient(s)**

- Manage the daily operations of the IDA project at its site.
- Negotiate agreements with community partners, including financial institutions, to implement IDA project activities.
- Screen and enroll IDA participants.
- Assist IDA participants to open IDA accounts and hold custodial ownership of the accounts along with IDA savers.
- Approve all withdrawals from participant accounts with notification to **AFI NETWORK PROJECT GRANTEE**. (NOTE: This function may be treated differently from project to project.)
- Maintain information in IDA participant files, including case notes, savings goals, savings agreements, monthly statements, completion of financial education classes, and other information necessary for project maintenance.
- Create and maintain Savings Plan Agreements between account holders and **SUB-RECIPIENT**.
- Participate in monitoring meetings.
- Develop budgets and participate in fundraising activities.

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## Sample Contract Language

This sample language for a contract or other agreement between the AFI Network Project Grantee and a Sub-recipient (contractor or Sub-grantee). We strongly encourage all grantees to craft contract documents to meet their particular needs and the legal requirements of their localities and States. We also encourage grantees to consult with an attorney or other contract advisor concerning the specific clauses and wording.

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### **AFI Network Project Contract Agreement Between AFI NETWORK PROJECT GRANTEE and its SUB-RECIPIENTS**

The AFI Network Project Grantee is the entity that has received an AFI project grant to administer an AFI Network Project.

The Sub-recipient is the organization that the grantee agency is contracting with to provide IDA services.

#### **Introductory Paragraph**

This agreement between AFI NETWORK PROJECT GRANTEE and SUB-RECIPIENT provides details about roles and responsibilities of key organizations that are participating in a collaboration to operate an Assets for Independence program-supported matched savings project. The program seeks to enable participating low- and moderate-income individuals to open matched savings accounts, called individual development accounts (IDAs), for use in purchasing designated assets to help them become economically self-sufficient. In support of this goal, participants receive personal finance and money management education, peer and staff support, and individual asset development counseling.

#### **Roles**

The AFI NETWORK PROJECT GRANTEE is dedicated to helping people of limited economic means to acquire assets, thereby increasing opportunity for greater economic independence and greater integration in their communities. AFI NETWORK PROJECT GRANTEE has received funding from AFI and several nonfederal funders, including NAMES OF NON-FEDERAL FUNDERS to establish an IDA project.

AFI NETWORK PROJECT GRANTEE has the legal and fiduciary responsibilities for receiving, disbursing and managing grant funds and other resources. It will manage the Federal AFI grant by carrying out required fiscal and administrative duties

SUB-RECIPIENT has a stated commitment to helping low income individuals/families develop resources to be economically self-sufficient by building their financial skills and making asset purchases to provide them long-term economic stability. SUB-RECIPIENT will implement the delivery of services and IDAs to participants by recruiting, selecting, and supporting participants for savings and asset purchases. SUB-RECIPIENT will also participate in collaborative activities.

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## AFI Grantee Responsibilities

AFI NETWORK PROJECT GRANTEE agrees to provide the following administrative assistance and technical support in implementing the matched savings program:

- Designate a lead person to serve as liaison with SUB-RECIPIENT

### ***Fiscal/Fundraising***

- Secure match funds totaling \$ \_\_\_\_\_ and deposit amounts in a separate reserve account, managed by the AFI NETWORK PROJECT GRANTEE, for use as IDA match dollars for participants. Once match funds are deposited into the reserve account, AFI NETWORK PROJECT GRANTEE will draw down an equal amount of AFI matching funds.
- Manage dispersal of match funds to SUB-RECIPIENT or to vendor in order to match participant savings and make asset purchases according to established procedures. (SPECIFY: time period for processing checks, documentation required from sub-grantees) Match funds will be provided for \_\_\_\_\_ IDA participant accounts, at a match rate of \$ \_\_\_\_\_ for each \$ \_\_\_\_\_ the participant saves, up to a maximum of \$ \_\_\_\_\_ in participant savings over a maximum period of \_\_\_\_ years or \_\_\_\_ months.
- Make payments for eligible administrative expenses incurred by SUB-RECIPIENT in the amount of \$ \_\_\_\_\_ for the time period \_\_\_\_\_ .
- Conduct fundraising activities to secure necessary resources for implementing the program.

### ***Coordination Activities***

- Conduct oversight of SUB-RECIPIENT operations to assure that all critical components of an effective IDA project are present for each participant including financial management education, asset-specific training, and access to savings products through local financial institutions.
- Provide introductory and ongoing forums for training, technical assistance, program updates etc. for Sub-grantees and other community partners.
- Convene \_\_\_\_\_ network meetings/conference calls to discuss program design, implementation, and improvements; provide training and technical assistance.
- Serve as a communication link for the network by preparing and disseminating information. SPECIFY: Frequency of communications, type of communications (e.g., email, calls).
- Serve as media contact and liaison for handling inquiries from the media as well as from private and public sector entities such as potential funders and local and state government agencies.
- Design and distribute templates to Sub-grantees for use in project operations. This template includes: SPECIFY: recruitment materials, eligibility screening materials, savings and participation agreements with participants, letterhead, website, email template, business cards, press releases, reporting forms, other.

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- Recruit new Sub-grantee sites in response to an identified need to expand IDA activities of the network.
  - Establish new referral partners for SUB-RECIPIENT.

### ***Data and Reporting***

- Manage the database and tracking system for the IDA program.
- Produce monthly account statements for participants that reflect both their savings account activity and match funds earned.
- Provide SUB-RECIPIENT with \_\_\_ reports stating the value of the IDA match funds (match funds plus AFI funds) earmarked for SUB-RECIPIENT.
- Prepare and disseminate aggregate data to SUB-RECIPIENT on performance of the network.

### ***Training and Technical Assistance***

- Provide introductory and ongoing work sessions and workshops designed for training, technical assistance, program updates, etc., for community partners.

### ***Monitoring and Evaluation***

- Conduct Sub-recipient monitoring via routine review of project records as provided by SUB-RECIPIENT and via site visit to SUB-RECIPIENT at least \_\_\_\_\_; and quality of program delivery. The outcome of monitoring will be to document successes and challenges and make recommendations for program improvement. In the event that there are significant issues in the above components, this agreement will be subject to review.
- Identify overall successes and challenges in the delivery of IDA services within the project area.
- Identify needed modifications in program design and requirements and develop revisions for inclusion in policies and procedures.
- Consult with Sub-recipients and funders to establish IDA Project evaluation tools and processes.

### ***SUB-RECIPIENT Responsibilities***

SUB-RECIPIENT agrees to the following activities associated with the matched savings program:

- Designate a lead person to serve as liaison with AFI NETWORK PROJECT GRANTEE.

### ***Fiscal/Fundraising***

- Negotiate participant financial institution agreements in accordance with policy and procedures and establish a strong working relationship with financial institutions that agree to

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hold IDA savings accounts in order to enhance banking staff familiarity with IDA requirements and enhance assistance provided by financial institution partners.

- Assist with the qualified withdrawal process, including the release of match funds after completed paperwork is done to process payments.
- **OPTION IF MATCH FUNDS ARE DISBURSED TO SUB-RECIPIENTS.** Return all grant funds to the AFI NETWORK PROJECT GRANTEE at the end of the grant term that are not committed to a specific IDA; and return all grant funds to the AFI NETWORK PROJECT GRANTEE that are committed but not used for a specific IDA by \_\_\_\_.
- Assist the AFI NETWORK PROJECT GRANTEE with fundraising activities to obtain necessary resources for the program.

### ***Services to Participants***

- Undertake recruitment, enrollment and orientation, training and support to participants, and asset purchase assistance for participants as outlined in the Program Design.
- Provide IDA participants with current information on savings, interest and match amount.
- Secure written IDA participant contracts, outlining savings and match commitments, asset goal and other information required by AFI.
- Monitor program participant monthly savings activity in an effort to maximize timely deposits and help them reach their savings goals and become successful asset owners.

### ***Coordination Activities***

- Participate in network meetings convened to coordinate activities, provide training, and otherwise manage network activities.
- Publicize and market IDA activities through the Sub-grantee's newsletters, press releases and other marketing materials as needed, using templates provided and citing the AFI NETWORK PROJECT GRANTEE as the program sponsor and partner.

### ***Data and Reporting***

- Submit reports to the AFI NETWORK PROJECT GRANTEE on IDA operations, as specified in the Program Design.

### ***Monitoring and Evaluation***

- Assist with monitoring and evaluation activities via phone, data reporting, and on-site visits.
- Assist the AFI NETWORK PROJECT GRANTEE with evaluation activities as negotiated.

### ***Term and Duration***

This agreement shall be in effect from the date of the latest signature below. Changes can be made to this agreement by mutual written consent. Changes that are mandated by the federal

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funder will be communicated to the SUB-RECIPIENT within \_\_ days and subsequently implemented in this agreement within \_\_ days and will not require mutual consent.

This agreement can be terminated with \_\_\_ days notice, upon written request from either party to the other. This Agreement may be terminated at any time under the following circumstances:

- In the event of a breach of any material provision of this Agreement on 30-days written notice by the non-breaching party to the other party, but only if such breach is not cured within 30 days after such notice is given. The notice shall specify the nature of the breach.
- SUB-RECIPIENT assigns or attempts to assign this Agreement or any of its obligations hereunder without the advance written consent of AFI NETWORK PROJECT GRANTEE.
- In the event of either the loss of Federal, state, and private funding or notification received of the potential loss of grant funds.
- In the event AFI NETWORK PROJECT GRANTEE is unable to raise its proportion of the funds needed for this project.

In the event SUB-RECIPIENT initiates a termination of this agreement, SUB-RECIPIENT agrees to continue to serve program participants who have already established an individual relationship with SUB-RECIPIENT staff for at least \_\_\_\_\_ after the agreement terminates.

If the AFI program is terminated or the affiliation between AFI\_NETWORK PROJECT GRANTEE and SUB-RECIPIENT is terminated, match funds that have been committed to SUB-RECIPIENT for IDA participants will remain available for those participants until the asset purchase is made, consistent with AFI requirements.

In the event of termination prior to project completion, SUB-RECIPIENT shall be entitled to pro-rata compensation for all work satisfactorily completed as determined by AFI\_NETWORK

PROJECT GRANTEE up to the date of termination and SUB-RECIPIENT shall return all other funds within \_\_\_\_\_ days of such termination.

### ***Subcontracting***

If at any time the SUB-RECIPIENT intends to subcontract its obligations under this agreement, the site agency may do so only:

- Upon the advance written approval of AFI NETWORK PROJECT GRANTEE and additional funders, if required;
- SUB-RECIPIENT assumes the responsibility for the actions and omissions of the subcontractor; and
- Pursuant to a written agreement in which AFI NETWORK PROJECT GRANTEE is the third party beneficiary and which contains terms and conditions consistent with the requirements of this Agreement.

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Any act or omission by a subcontractor, which would be a breach of this agreement if such an act or omission were made by SUB-RECIPIENT, shall be deemed to be a breach of this agreement by SUB-RECIPIENT.

### ***Employment Not Intended***

In the performance of this agreement, it is mutually understood and agreed that SUB-RECIPIENT and each of its employees and agents are at all times performing as an independent contractor and not as an employee of AFI NETWORK PROJECT GRANTEE, and that neither SUB-RECIPIENT or its employees, agents or representatives shall have any claim under this agreement or otherwise against AFI NETWORK PROJECT GRANTEE for income taxes, employment taxes, workers compensation, unemployment benefits, or other employee benefits, all of which shall remain the sole responsibility of the SUB-RECIPIENT

SUB-RECIPIENT shall indemnify and hold AFI NETWORK PROJECT GRANTEE harmless from any and all loss or liability arising with respect to any of the foregoing benefits including, but not limited to: fringe and/or pension benefits, or withholding with respect to SUB-RECIPIENT or its employees.

### ***Agency Not Intended***

SUB-RECIPIENT shall have no power or incur any liability or obligation in the name of AFI NETWORK PROJECT GRANTEE and shall have no power or right to bind SUB-RECIPIENT to any contracts or agreements.

### ***Indemnification***

SUB-RECIPIENT shall indemnify, protect, defend, and hold harmless AFI NETWORK PROJECT GRANTEE and its directors, officers, employees, and agents, from and against all liabilities, claims, losses, damages, injuries, demands, action, causes of actions, suits, proceedings, judgments and expense, including, without limitation, attorneys' fees and expenses, arising from or in connection with the SUB-RECIPIENT's performance of or failure to perform its obligations under this agreement. Upon the request of AFI NETWORK PROJECT GRANTEE, site agency will assume the defense of any such claim, demand, or action against AFI NETWORK PROJECT, and will, upon request of AFI NETWORK PROJECT GRANTEE, allow AFI NETWORK PROJECT GRANTEE to participate in the defense thereof at AFI NETWORK PROJECT GRANTEE's expense.

### ***Amendment***

No amendment or modification to this agreement will be effective unless it is in writing and signed by the duly authorized representatives of both parties.

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## Notices

All notices, demand, approvals and consents which may or are required to be given by one party to the other under this Agreement shall be in writing and shall be delivered to the name and address as follows:

SPECIFY: Name, agency, address

This Agreement is in effect from the date

AFI NETWORK PROJECT GRANTEE

Address

City, State, Zip

SUB-RECIPIENT

Address

City, State, Zip

AUTHORIZED OFFICIAL

TITLE

Date

AUTHORIZED OFFICIAL

TITLE

Date

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## Attachments

### Program Design: Participant Activities

SUB-RECIPIENT agrees to conduct the following activities in securing and supporting IDA participants in the program. If an item is not applicable or no limit is to be imposed, enter "N/A."

Conduct recruitment activities and seek to enroll \_\_\_ IDA participants in the program.

IDA participants to enroll, including completion of a savings agreement:

**Homeownership**       **Education**       **Business**

Per participant savings:

- Minimum Monthly Savings: \$\_\_\_\_\_ (must be at least \$\_\_\_)
- Maximum Monthly Savings: \$\_\_\_\_\_ (cannot be higher than \$\_\_\_)
  
- Maximum Program Savings (Homeownership): \$\_\_\_\_\_
- Maximum Program Savings (Post-Secondary Education): \$\_\_\_\_\_
- Maximum Program Savings (Small Business Development): \$\_\_\_\_\_
- Allowable EITC Deposit:  **YES**     **NO**
  
- Maximum Savings Period (Homeownership): \_\_\_\_\_ **months**
- Maximum Savings Period (Post-Secondary Education): \_\_\_\_\_ **months**
- Maximum Savings Period (Small Business Development): \_\_\_\_\_ **months**
- Minimum Savings Period: \_\_\_\_\_ **months**

Per participant financial literacy training:

- Minimum Financial Fitness Training Required: \_\_\_\_\_ **hours** (must be at least \_\_\_)

Per participant asset management training:

- Minimum Asset Management Training Required (Homeownership): \_\_\_\_\_ **hours**
- Minimum Asset Management Training Required (Post-Secondary Education): \_\_\_\_\_ **hours**
- Minimum Asset Management Training Required (Small Business Development): \_\_\_\_\_ **hours**

Per participant counseling services:

- Participants will be given priority in being scheduled to meet with SUB-RECIPIENT trained counselors.
- Counseling services shall be offered to participants who need assistance:
  - **Homeownership** applying for a mortgage, finding appropriate real estate, designing a post-purchase budget, preventing foreclosures
  - **Education** applying for classes at an institution for higher education, communicating with school counselors, preparing and education plan
  - **Business** developing a business plan, marketing plan
- Offer up to at least \_\_\_ hours of individual counseling appointments to participants per \_\_\_\_\_.