

MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding (the “MOU”), dated as of May 1, 2022 (the “Effective Date”), is by and between the **Cities for Financial Empowerment Fund, Inc.** (the “CFE Fund”), a Delaware nonprofit corporation qualified as exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) with its principal office located at 44 Wall Street, Suite 1050, New York, NY 10005, and **the City of Aurora** (the “Partner”).

WHEREAS, the CFE Fund works to support municipal engagement to improve the financial stability of low and moderate income households by embedding financial empowerment strategies into local government infrastructure (the “Purposes”).

WHEREAS, the Partner is a former recipient of a CFE Fund grant to implement a Financial Empowerment Center (“FEC”), and the Partner continues to operate their FEC.

WHEREAS, the CFE Fund will continue to provide the Partner with technical assistance resources, access to the national FEC learning community (“FEC Public Learning Community”), no-cost licenses to use the CFE Fund’s central FEC database, and designates the Partner as an FEC Expert Partner (“FEC Expert Partner”) to continue to provide FEC services as part of the CFE Fund’s national FEC Public platform and the Partner desires to accept such engagement on the terms and conditions set forth hereinafter.

WHEREAS, the Partner has agreed to make use of the CFE Fund offerings provided by this MOU to manage, implement, and oversee the activities set forth in Exhibit A (the “Scope of Work”) and Exhibit B (the “Financial Empowerment Center Model”).

WHEREAS, the CFE Fund has determined that the support of the Partner in the work contemplated by this MOU furthers the exempt purposes of the CFE Fund.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the CFE Fund and the Partner agree as follows:

1. **Scope of Work.**

The primary purpose of the Partner’s activities, as set forth in Exhibit A, will be to maintain the reputation, standards, and integrity of the FEC model as a high-quality public service, and actively contribute to the FEC Public Learning Community.

2. **Term.**

The term (“Term”) of this MOU shall begin as of the Effective Date and continue until October 31, 2023, renewable thereafter upon an amendment signed and executed by both parties hereto in the same manner as this MOU.

3. Confidentiality.

The Partner hereby agrees that during the entire term of this MOU and thereafter the Partner shall not disclose or divulge any Confidential Information (as hereinafter defined), or any part thereof, to any person or entity or use any Confidential Information for its pecuniary benefit or for any other purpose without the prior written consent of the CFE Fund and the FEC Public Grantees. Upon the request of the CFE Fund, and in any event upon termination of the MOU, the Partner shall promptly deliver to the CFE Fund all documents or other materials in its possession (and all copies thereof) constituting or containing Confidential Information. "Confidential Information" means information which the CFE Fund, in its sole determination, marks as confidential or proprietary including, but not limited to, items, materials, and information concerning the following: data security configuration, source code of software applications, marketing plans or strategies; budgets; designs; promotional strategies; client preferences and policies; creative activities for clients; contact information relating to the CFE Fund's personnel or that of any of its clients; concepts; trade secrets; product plans; financial information and all documentation, reports and data (recorded in any form), and other data, files, and/or other material, both tangible and intangible, in writing and orally imparted that relates to the CFE Fund's business operations. Confidential information does not include "public records" as defined by the Illinois Freedom of Information Act (5 ILCS 140/1). In the event the Partner receives a request under the Illinois Freedom of Information Act, it agrees to provide notice to the CFE Fund and an opportunity for the CFE Fund to confer with Partner prior to responding to such request.

4. Compliance with Laws.

The Partner shall comply with all local, state and federal laws (including common laws), ordinances, codes, rules and regulations regarding the Scope of Work and Partner's obligations and performance under this MOU. Partner shall obtain and maintain any and all permits, licenses, bonds, certificates and other similar approvals required in connection with this MOU.

5. Benefits.

The CFE Fund is not responsible for any insurance or other fringe benefits, including, but not limited to, social security, worker's compensation, state unemployment, federal and state income tax withholdings, retirement or leave benefits, for the Partner or employees of the Partner. The Partner assumes full responsibility for the provision of all such insurances and fringe benefits for the Partner and all the Partner's employees.

6. Termination.

Notwithstanding any of the above, this MOU may be terminated by either party after thirty (30) days written notice.

7. Relationship of the Parties.

For purposes of this MOU, the Partner is not an agent of the CFE Fund and the CFE Fund is not an agent of the Partner. Neither party has the right or authority to bind the other party through its actions or any other MOU or communications.

8. Amendment.


This MOU, or any part hereof, may be amended from time to time only by a written instrument executed by CFE Fund and the Partner.

9. Assignment.

This MOU may not be assigned by either party without the prior written approval of either party.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed by their respective officers as of the day and year first above written.

CITIES FOR FINANCIAL EMPOWERMENT
FUND, INC.

By: 

Name: Jonathan Mintz

Title: President and Chief Executive Officer

Date: 06/01/2022

CITY OF AURORA

By: _____

Name: Richard C. Irvin

Title: Mayor

Date: _____

Scope of Work

The Partner shall maintain the reputation, standards and integrity of the FEC model adhering to the following sets of conditions:

I. Implement the FEC initiative in accordance with the model requirements (Exhibit B) provided by the CFE Fund, including but not limited to, free one-on-one counseling, integration with a range of services, counselor training based on a set of training standards, data collection, and active partnership with a Financial Counseling Provider to manage the work.

II. FECBOT Database and Experian Connectivity

1. For the term of the MOU, the Partner will use the CFE Fund's FEC database, FECBOT (Financial Empowerment Center Boost Outcomes Tool). The CFE Fund will provide licenses at no cost for FEC-essential personnel, such as the Financial Counselors, the Program Manager, and the Local Government Manager. Any additional license requests will be at the discretion of the CFE Fund and could be subject to licensing fees and reasonably related management costs.
2. The Partner will ensure that the Financial Counseling Provider maintains rigorous client confidentiality when using FECBOT and Experian, and follows data collection protocols to ensure client confidentiality:
 - a. Maintain the confidentiality of all written and electronic client information and data; as well as the configuration of FECBOT and terms and prices of the Experian credit reports.
 - b. Ensure that computer equipment, the FECBOT database, and any other data collection tools will not be used by anyone other than Financial Empowerment Center-trained and approved Financial Counselors, City and Counseling Provider Managers and a limited number of support staff; and will not be used outside of the parameters of the Financial Empowerment Centers or Grantee's other office locations. Any staff member who is authorized to access FECBOT will be required to sign the FECBOT User Agreement (see Exhibit C – Sample FECBOT User Agreement) and provide a copy to the CFE Fund's FECBOT Administrator.
 - c. Keep all data within a secure limited-access network, maintained by FECBOT through Salesforce; and through Experian. Client data should not be downloaded to hard drives of individual computers or to portable storage devices.
 - d. Ensure each client understands and signs a Client Waiver form approved by the CFE Fund. Grantee must ensure that client data is only shared with the consent of the individual client, following the stipulations in the Client Waiver.
 - e. Ensure that all paper documents with personally identifiable information will be stored in locked file cabinets with access limited to Financial Empowerment Center staff. Financial counseling records, including sensitive financial information must be kept in a locked drawer/cabinet separate from other Grantee client information. Any old, duplicative, or unnecessary documents containing personally identifiable information shall be shredded using a cross-cut paper shredder. Personally identifiable information includes, but is not limited to, social security numbers, full names, telephone numbers, addresses, email addresses, dates of birth, and financial account numbers.
 - f. Use standard database security practices when accessing FECBOT and the Experian

- portal, which include: using strong passwords (combinations of letters, numbers, and special characters) to limit access; changing passwords at least quarterly; and not sharing passwords with other employees or by storing passwords where others may access them.
- g. Limit the ability of non-Financial Empowerment Center staff members to view data by locking, turning off or logging out of computer systems when not in use. This shall include setting security systems to automatically lock with a screen saver at frequent intervals, not more than ten minutes. Protect computers and other network devices that can be used to access Client data with anti-virus and anti-spyware malware protection software, a firewall, and timely installation of Windows “patches.”

III. License

1. Subject to compliance with all terms and conditions of this MOU, CFE Fund hereby provides the Partner a non-exclusive and non-transferrable license to all City of Aurora Financial Empowerment Center data stored in the FECBOT database during the Term of this MOU. The Partner may only use this data for City of Aurora Financial Empowerment Center program purposes, as permitted in Exhibit C (the "Sample FECBOT User Agreement"), and in accordance with instructions from the CFE Fund.
2. The Partner acknowledges that CFE Fund owns all right, title, and interest in FECBOT, including all intellectual property rights and FECBOT data. The Partner further acknowledges that the CFE Fund has dedicated substantial resources to build, administer, and manage the FECBOT database and it is the sole intellectual property of the CFE Fund. If the Partner violates the terms of this MOU, including not effectively administering the terms and conditions in the FECBOT User Agreement, the CFE Fund may, in its discretion, provide the Partner a reasonable opportunity to cure or remedy the violation. Absent acceptable cure, the CFE Fund may terminate this License with reasonable notice to the Partner.

IV. Intellectual Property

1. The Partner, and its Financial Counseling Provider(s) if applicable, recognize that any and all materials, including but not limited to training manuals and templates and FECBOT, provided by the CFE Fund to the Partner, and its Financial Counseling Provider(s), are the exclusive property of the CFE Fund.
2. The Partner, and its Financial Counseling Provider(s) if applicable, will not use, transmit, display or publish or otherwise license such materials without the CFE Fund’s prior written consent.

V. Adhere to the following CFE Fund marketing and communications guidelines.

1. On any signage or communications pieces related to the FEC, the local government partner logo and financial counseling provider logo will always be included with the FEC logo.
2. The Partner will request permission from the CFE Fund before modifying the FEC Public and FEC logos and related branded materials. The Partner will follow specific communication protocols recommended by CFE Fund, including the guidelines in Exhibit D (the "Financial Empowerment Center Branding Assets").

VI. Adhere to the Financial Empowerment Center Counseling Training Standards

1. Confirm all FEC staff members are trained and certified in accordance with the FEC Counseling Training Standards and CFE Fund-administered exam process, including signing

- the FEC Code of Ethics.
2. Participate in all trainings, as required by the CFE Fund, including but not limited to the initial counselor training, any continuing education sessions, and CFE-Fund hosted trainings.
 3. Support continuing education efforts, including identifying opportunities for counselors to learn about existing and new government programs.

VII. Participate and actively contribute to the CFE Fund’s FEC Learning Community

1. Participate in all learning community activities, including sharing accomplishments, best practices and lessons learned with the broader field. Such activities could include:
 - a. Attendance at national gatherings hosted by the CFE Fund.
 - b. Attendance of regular calls hosted by the CFE Fund, to learn and know how to respond to changing circumstances in the field.
 - c. Participation in ad-hoc webinars or conference calls with grantees and other partners.
 - d. Participation in working groups.
 - e. Involvement in written communications about the work, which could include features on the CFE Fund website, newsletter, or written briefs.

As part of this MOU, the CFE Fund will provide technical assistance. Among other things, the CFE Fund will:

- Provide FECBOT licenses at no-cost for FEC program-essential personnel for the duration of an Expert Partner MOU to be signed by CFE Fund and the Expert Partner;
- Be available via email to support FECBOT-related needs and support service delivery;
- Provide at no-cost the updated Training Standards and certification process to the FEC program-essential personnel, including the administration and evaluation of the FEC exam, access to the Code of Ethics and the Heart of FEC counseling trainings and other CFE Fund-facilitated trainings;
- Update and share updated marketing materials and branding assets on a regular basis;
- Facilitate FEC Learning Community activities and one-on-one partner connections ad-hoc;
- Create a FEC Expert Partner Library to store and share relevant documents of interest for the FEC Learning Community; and
- Lead quarterly check-in calls and be available via email to gauge potential financial empowerment expansion plans and needs.

Financial Empowerment Center Model
(the “Model”)

Model:

- One-on-one financial counseling from trained professionals
- Offered by local government, often as delivered through nonprofit organization partners, as a free public service
- Data systematically tracked, including defined client outcomes
- Counseling connected to a range of local government and nonprofit service delivery systems
- Prioritizes sustainability efforts to become a sustained, publicly funded service

Operations:

- Program implementation and management is led and overseen by the local government
- Service provision is conducted by one or more qualified nonprofit partners or local government agencies
- Counselors conduct financial triage with clients to determine the nature of their financial situation, set goals, and establish a specific plan of action with each client focused in four primary areas: banking, savings, debt, and credit
- Client retention, critical to outcome achievement, is prioritized
- All counselors must take and pass a CFE Fund-approved training (based on CFE Fund standards)

The Financial Counseling Session

As defined for the Model, one-on-one financial counseling and coaching represents a mix of goal setting and light case management in a direct service provision role, as well as deep technical knowledge of financial issues and the ability to advise people on their financial and personal goals in the areas of banking, savings, debt, and credit. One-on-one counseling, either in person or remotely, is conducted or tracked with the goal of clients achieving meaningful, defined financial outcomes. A financial counseling session is a confidential, private meeting between an FEC counselor and individual (or household) lasting a minimum of 30 minutes. Sessions are typically in person, but remote (i.e. phone, video) sessions are also permitted as follow-up sessions given they meet the 30-minute requirement.

The initial counseling session consists of a comprehensive financial health assessment, where counselors conduct triage to determine the full nature of the client’s financial situation, support the client in setting goals, and establish a specific client-led action plan to manage their finances, pay down debt, increase savings, establish and build credit, and access safe and affordable mainstream banking products. Retention, or returning for more than one session, is critical; clients are more likely to achieve outcomes if they participate in multiple counseling sessions. Throughout the process, counselors advise clients, and track progress towards outcomes aimed at enhancing financial stability.

Partnership Structure

The Model is a partnership between local government and community based organizations, with critical and distinct roles for each partner.

Local Government (city or county) plays a central role of directing and coordinating the initiative on the ground. The local government partner ensures quality and consistency of service delivery by establishing protocols for monitoring and evaluation, using public channels for marketing and promotion of services, and supporting integration of service delivery within other public programs and local government access points.

Financial Counseling Providers recruit, hire and supervise the FEC counselors. They are responsible for all data collection and regular reporting to the local government and the CFE Fund. They support public marketing efforts by participating in outreach events and presentations. In addition, nonprofit providers establish and maintain relationships with other community partners hosting counselors, referral partners, and other outreach and community efforts. This provider role can also be fulfilled by a local government agency.

Local and National Counselor Training Partners deliver financial counseling training instruction based on the training standards provided by the CFE Fund, focusing on financial content, counseling and coaching skills, and cultural awareness. Partners can deliver this training in a variety of formats, including at a local college, through self-paced webinars, and/or with program managers or national training providers teaching the curriculum. Prior to working with their own clients, counselors must pass an exam that evaluates their command of training material and succeed at a period of mentored, experiential training (such as role-playing, shadowing, and observation). In addition, local government and counseling provider managers coordinate continuing education opportunities as the program evolves in order to further counselors' professional development and understanding of new issues facing those with low incomes.

Programmatic Partners are crucial to integrating the FEC services into the service streams of local government and nonprofit agencies, especially those serving people with low and moderate incomes. At their best, these partnerships deeply embed financial counseling and coaching into local government and nonprofit programs and advance those programs' goals. Potential complementary program linkages could include homeownership assistance, homeless prevention, foreclosure prevention, workforce development, asset building, financial access, domestic violence prevention, or other social services.

Philanthropic Partners play a key role in both the launch of the FEC and subsequent enhancement opportunities. At the start of the implementation phase, localities secure funding from local and/or national funders to partially match the CFE Fund's investment to launch the FEC. Funder engagement in the FEC stems from a range of interests, including geographic footprints, programmatic priorities, innovation opportunities, and issue-based giving. Once the FEC has launched, funders offer opportunities to enhance the Model with targeted pilots, while also providing support to complement the public funding.

Data Collection and Reporting

Data collection and reporting are essential to the success of the Model, used to improve service delivery, track required outcomes, and further budgetary and political sustainability efforts.

Learning Community

The CFE Fund operates a national learning community of local government partners engaged in FEC development and implementation.

Sample FECBOT User Agreement

A. General Agreement

FECBOT, the Financial Empowerment Center Boost Outcomes Tool, is a safe and central database for Financial Empowerment Centers (FECs) to gauge client impact, manage counselor performance, and report on key metrics to a variety of stakeholders. To protect the system, and the privacy and confidential information of FEC clients and staff, you agree to use FECBOT in a productive, ethical, and lawful manner. You acknowledge and agree that FECBOT is provided under license, and not owned by you. You do not acquire any ownership interest in FECBOT, its data, materials or products downloaded or stored on FECBOT. You, as a financial counselor, manager, consultant, data analyst, or other staff member who has been authorized to use the FECBOT system (“User”), agree that you will use FECBOT in accordance with the limited license granted by the Cities for Financial Empowerment Fund, and subject to all terms, conditions, and restrictions, under this FECBOT User Agreement and as instructed by the CFE Fund, and its FECBOT Administrator or an approved agent of the CFE Fund. The CFE Fund shall not be liable for any loss, cost, expense, or other liability arising out of any User use of the Administrative Web Site.

B. Proper Use

Users of FECBOT shall always maintain a professional etiquette when using FECBOT including, but not limited to, communication on the platform, client notes, session notes, and participating in the learning community. Poor language, inappropriate comments, use of profanity, bullying, discriminatory language or conduct and other inappropriate behavior is strictly prohibited.

Platform use and any communications shared or stored throughout the FECBOT system should resemble commonly accepted, professional and respectful business correspondence.

C. Security, Access, and Passwords

You understand that it is your responsibility to maintain a safe and secure environment when accessing, using, or working in FECBOT, and responsible for all local security and access of the FECBOT system.

It is the responsibility of each User to adhere to industry standard IT security guidelines including but not limited to the creation, format, and scheduled changes of passwords. All user names, passcodes, passwords, and information used or stored on the FECBOT System or its network is the property of the CFE Fund. No User may use a username, passcode, password, or method of encryption that has not been issued to that employee or authorized in advance by the FECBOT Administrator.

No User shall share usernames, passcodes, or passwords with any other person except the FECBOT Administrator or their authorized agent. A User shall immediately inform the FECBOT Administrator and the CFE Fund if they know or suspect that any username, passcode, or password has been improperly shared, used, displayed, or compromised and if IT security has been violated in any way.

Users who have not accessed the FECBOT system for a period of **six (6) months** will be subject to suspension or have their license terminated at the discretion of the FECBOT Administrator without notice.

D. Privacy

All content shared by any User on the FECBOT system, except client data and where excluded by a superseding client agreement, exists in the FECBOT public domain. Therefore, Users should have no expectation of privacy whatsoever in any message, file, data, document, community post, conversation, or any other kind or form of information or communication they have transmitted to FECBOT.

The FECBOT Administrator may also store copies of such data and communications from time to time after they are created and may delete such copies from time to time without notice. You agree that such data and communications may also be used for quality and training purposes at the discretion of the FECBOT Administrator and the CFE Fund.

A User may also extract data from the FECBOT system, consistent with their authorization, training, or as otherwise provided by the FECBOT Administrator, so long as the data extracted maintains an industry standard level of encryption to protect data from unauthorized disclosure and cyber threats. Other data may only be extracted and used upon prior written consent from the FECBOT Administrator, the CFE Fund, or an authorized agent thereof.

Furthermore, the counselor, employee, agent or User of FECBOT acknowledges that any information stored in or shared on the FECBOT system shall not be shared via social media, including, but not limited to, Snapchat, Facebook, Twitter, Instagram, LinkedIn, Pinterest, etc. absent the expressed approval in writing of the FECBOT Administrator or the CFE Fund.

E. Cloud System

The CFE Fund maintains a cloud-based data communications network to facilitate all aspects of the FECBOT system. Highly sensitive financial information is stored on the system. Users understand that they may never sign into FECBOT using the password or username of another User of FECBOT. No User shall access, attempt to access, alter, or delete any network document on a computer not authorized by the FECBOT Administrator, CFE Fund, or an authorized agent of the CFE Fund.

All users are required to use industry standard protocols to maintain security from hackers and database intrusion. This includes the limited use of unsecured configurations and 'open access' configurations, which shall include, but not limited to, use of public Wi-Fi locations, hardware and software installations from an unapproved third-party, objectively hazardous internet "click-bait"; and settings that permit unnecessary or unauthorized access to or use of IT systems and networks. Computers and network devices that come with a vendor-supplied, factory-default settings that favor connectivity and data sharing over security shall be subject to evaluation by the FECBOT Administrator, the CFE Fund or an approved agent thereof. FECBOT Users shall not use FECBOT on any public computer, including, but not limited to, library computers, internet cafes, hotel computers, or otherwise.

F. Confidentiality and Proprietary Rights

FECBOT is the intellectual property, including, but not limited to, all files, documents, templates, forms, guidebooks, training material, communications materials, and other trade secrets of the CFE Fund and is an extremely valuable asset. By signing this agreement, you agree not to jeopardize the system with any personal use of electronic communications systems, including email, text messaging, internet access, social media, and telephone conversations and voice mail.

Disclosure of confidential information to anyone outside of any approved FEC provider, the FECBOT Administrator, or a staff member of the CFE Fund is strictly prohibited. A User shall ask the FECBOT Administrator if they are unsure whether to disclose confidential information to particular individuals or how to safeguard the company's proprietary rights.

Use of the CFE Fund name, intellectual property, materials, brand names, logos, taglines, slogans, or other trademarks without written permission from the FECBOT Administrator or an authorized representative of the CFE Fund is strictly prohibited.

G. Remedies

Users who violate any provision of this agreement are subject to all adequate remedies available at law and equity, up to and including termination or revocation of a contract, general and special damages, and other equitable remedies allowed by law.

H. Acknowledgement and Review

I, _____, acknowledge that on _____ I received a copy of this FECBOT User Agreement and that I read it, understood it, and agree to comply with it. I understand that the CFE Fund has the maximum discretion permitted by law to interpret, administer, change, modify, or delete my use of FECBOT at any time without any notice. I understand that neither this agreement nor any other communication by a the CFE Fund, whether oral or written, is intended in any way to create a contract of employment.

Signature

Printed Name

Date

Financial Empowerment Center Branding Assets

(To Be Attached)