



**National  
Urban League**

*Empowering Communities.  
Changing Lives.*

## **The Scope of Work to the Master Letter of Agreement**

### **For Urban League FinTech Savings Initiative funded by**

### **Capital One**

This Scope of Work ("SoW") shall determine the scope and details on the deliverables and obligations of **Urban League of Essex County** ("Affiliate") with respect to the Urban League FinTech Savings Initiative program ("Program") arising under Master Letter of Agreement ("Agreement") between the National Urban League ("NUL") and Affiliate. Upon signing this SoW, the SoW will be part of and integrated into the Agreement. In the event of a conflict between the terms of this SoW and the Agreement, this SoW governs.

In consultation with the Programs Department Liaison, Affiliate shall perform the following duties to achieve the objectives of the Program and establish benchmark goals and activities as follows:

#### **1. Work Plan**

Upon signing this SoW, Affiliate will submit a detailed work plan highlighting the goals, activities and timeline for implementation of the Program to NUL for formal approval. No funds will be released to Affiliate until a formally approved work plan is in place.

#### **2. Program Implementation**

The National Urban League FinTech Savings Initiative (Initiative) will promote wealth accumulation in the African American community by incentivizing client usage of savings and credit building-focused tools. The goal of the Initiative is to tackle the wealth divide by helping households of color build savings, improve credit, and meet long term goals such as homeownership, small business formation and expansion, and investing for retirement and college.

This initiative will build on: NUL's previous FinTech product integration work; Project Empower University, NUL's capacity-building initiative aimed at strengthening affiliates' organizational infrastructure and service delivery models; and NUL's current financial coaching program, under which clients work with Housing Counselors to review their credit report, complete the CFPB Financial Well Being Questionnaire, and create budgets and action plans.

NUL has decided to contract with Esusu to facilitate implementation and operation of the Initiative. Esusu is a digital platform that helps individuals save and build credit. More specifically, Esusu is a mobile application that has been designed to assist individuals in

the creation and management of a rotational savings club or Susu, "an age-old means of saving and collecting money through a partnership or savings club—has long been practiced throughout Africa and the Caribbean." Black Enterprise Magazine wrote favorably of the application in its article, "Esusu App Brings the Age-Old Method of Susu Saving into the Digital Era."

Through fintech tools, the Program will facilitate savings through: fintech usage, savings circles (susus, as described above) individual savings accounts, and a matched savings component.

### **3. Services and Deliverables**

#### **(a) Detailed Description of Services and Deliverables:**

Affiliate will recruit 10 participants for the program through currently existing recruiting channels. For those participants interested in receiving financial coaching, Affiliate will make available financial coaching on an ongoing basis for the duration of the program.

Affiliate will assist Esusu participants in joining a savings circle, and will engage all participants in order to help them meet their savings goals. Affiliates will also provide information and guidance to clients regarding the matched savings component of the program, and provide additional administrative support for this program element upon request from NUL.

Affiliate financial coaches will engage with participants through the relevant apps and in person in order to answer questions and provide assistance to participants in order to ensure that they meet their savings goals.

Affiliate staff will attend webinars, conference calls, and other related program events with NUL staff and/or fintech staff in order to ensure successful program outcomes.

Affiliate staff will assist NUL in evaluating the effectiveness of this pilot program by providing insight to NUL through quantitative reporting, as well as quantitative assessment (including best practices and successful innovations, as well as lessons learned and suggestions for improvement) upon request from NUL. Affiliates will provide individual success stories upon request.

### **4. Timeline**

The term of this SoW is from September 1, 2019 to August 31, 2020.

### **5. Budget Narratives, Payment and Reimbursement**

Affiliate will receive \$2,300 for the performance period of September 1, 2019 through August 31, 2020. Funding MUST be used expressly for the activities described above. Failure to provide adequate documentation of expenses incurred and/or low performance outcomes may result in disallowed expenses and/or termination of the contract.

Affiliates will be paid contingent upon the successful submission and approval of all deliverables and according to the following schedule:

In consideration of the services to be rendered hereunder, the Affiliate will receive a sub-grant in the sum of Two Thousand Three Hundred dollars (\$2,300), to be paid upon signing the SOW.

## **6. Reporting**

### **(a) Organizational Reports**

Affiliate shall develop and deliver progress reports, where applicable, regarding the role and involvement of the Affiliate's CEO in supporting Program goals and objectives, and updates on Funder involvement in the local implementation. NUL will be credited as a Funder on all publications, reports and other materials prepared by Affiliate for the program. At minimum:

All sub-grant funding from NUL must be recognized by the Affiliate as grant income on par with all other grant revenue and given appropriate recognition in the list of donors in the Affiliate annual reports, newsletters, etc.

### **(b) Participant Reports**

Affiliate is responsible for tracking and monitoring the participants' success and milestones as they advance through the program. Affiliate will submit quarterly reports and comprehensive annual year final reports that reflect compliance towards, and achievement of, the benchmarks, terms and conditions in this SoW and any other information and data that may be required by the NUL. Affiliate will require participants to sign waivers substantially in the forms attached hereto as Attachments A (Official Submission and Release Form) and B (Photo Release Form). Affiliate affirms that it has collected and will maintain the waivers from all relevant participants along with other participants' records in compliance with the record retention policy discussed in the Records, Inspection, and Audit section of the Master Letter of Agreement.

## **7. Program Evaluation Update**

Affiliate shall participate in and comply with any and all required audits and evaluation of performance for Programs managed by Affiliate. Affiliate shall collaborate with any Senior Director of program evaluation and independent evaluator retained by NUL for such purposes. Any required audit will include, at minimum, information on the programs, impact, sustainability, compliance, best practices, and utilization of resources.

## **8. Program Outcomes**

Affiliate shall report on Program performance, indicating which benchmarks and milestones were met successfully and highlighting any outcomes produced as a direct result of the Affiliate's implementation of the program in its area. At minimum, Affiliate shall meet the following service deliverables over the entire grant period:

Affiliate is responsible for the following deliverables:

- Enroll 10 participants in the Program

Site Visits: Affiliates are expected to work with NUL staff to schedule site visits to facilitate capacity-building, technical assistance support, and inquiry regarding best practices and lessons learned.

The following program outcomes are anticipated. Future funding decisions may be based, in part, on Affiliate's ability to meet and exceed these outcomes.

- Enrollment: 10 participants
- Average Increase in Savings: \$400
- Average debt reduction: \$300
- Average credit score improvement: 50 points
- Average increase in wealth: \$400

**9. Subcontractors to be Approved by NUL (if needed)**

The use of subcontractors is subject to NUL's Guidelines Relating to Sub-Contractors Performing Letter of Agreement Deliverables, which is attached hereto and incorporated by reference in its entirety herein. Affiliate remains liable for all deliverable and liabilities under its agreement.

**10. Additional Requirements:**

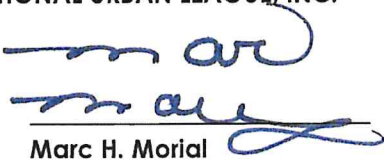
Any Affiliate materials that utilize the name and/or logo of Capital One (including press releases and organization newsletters) must be provided to NUL for review and approval at least two weeks prior to publication.

**[SIGNATURE PAGE FOLLOWS]**

To signify approval of the foregoing and acceptance of the terms and conditions of this SoW, please sign and return the original form to Herman Lessard, National Urban League, 80 Pine Street, 9<sup>th</sup> Floor, New York, New York 10005 with a copy to Nicole Lazzarre.

NATIONAL URBAN LEAGUE, INC.

By:

  
Marc H. Morial  
President and  
Chief Executive Officer

APPROVED AND ACCEPTED:

Urban League of Essex County \_\_\_\_\_

Name: Vivian Cox Fraser

Signature: 

Title: President and CEO

Date: 2/30/20

Tax I.D. 221-554-540



## **Guidelines Relating to Sub-Contractors Performing Letter of Agreement Deliverables**

We recognize that some Affiliates have chosen to fulfill their obligations under a Letter of Agreement with NUL by engaging outside firms, or "**second-tier subs**", to perform some or all of their contract deliverables.

### **The following are requirements applicable to any Affiliate intending to enter into a second-tier sub-contract:**

- You **MUST** notify NUL within ten days of outsourcing\* any component of Grant Deliverables.+
- You remain liable for the outcome of Grant Deliverables
- NUL retains the right to audit all grant records, including agreements with sub-contractors.

### **Required Terms and Conditions**

Second-Tier Sub-Contracts Must Contain:

A detailed Subcontracting Agreement must establish the scope of services the subcontractor must complete, specify price and payment terms, and clarify remedies in the event there is a disagreement on the quality of services provided. This Agreement must also protect NUL's intellectual property rights and any confidential information the subcontractor is privy to. It should outline the subcontractor's relationship as an independent contractor (See "Discretionary Terms and Conditions") and give the Affiliate clear authority to terminate the Agreement with or without cause.

- **Scope of Services:** Delineate technical requirements in terms of functions to be performed or performance required, including minimum acceptable standards and tie specific milestones to compensation (e.g. Number of individuals serviced, deadlines, minimum curricula, etc.)
- **Fees and Expenses:**
  - Flow down any provisions or cost principles that will impact contractor's compensation to avoid having to pay them for something that is not-reimbursable.
  - Include the ability to revise the budget so that you have the flexibility to respond to developments with respect to the LOA.
- **Warranties.** Work must be performed in a professional manner and conform or exceed industry standards. The contract should provide administrative and legal remedies for contractor's violation or breach of contract terms. Require, at minimum, repair and replacement of sub-standard services. However, ideally, Affiliate should be reimbursed for all loss caused by breach of a warranty.
- **Record Retention, Audits, Examinations, Site Visits, etc. –**
  - Record retention scope and duration should mirror the LOA scope and duration. Note that some LOAs have a seven-year record retention period. Flow down the ability for representatives of the Urban League, Funder or its agents to access any books, documents, papers and records of the contractor which are directly pertinent to the specific program (it is sufficient to mention Affiliate or its agents and/or representatives). Flow down provisions for protection of personal records, financial information and personally identifiable information.
- **Insurance –** The contractor should have an insurance policy in place which is suitable for the work that will be performed (e.g. worker's comp, automobile, molestation, etc.) Your Affiliate, at minimum, should be added as additional insured.

- Ownership of data and intellectual property by Affiliate in accordance with LOA and funder requirements –
  - Retain ownership of work developed by the contractor, including any copyrightable or potentially patentable publications, materials, technology or methods reduced to practice from the activities of the sub. Do not provide more rights to the sub than are available to your Affiliate under the LOA.
  - Have a clear path for getting work and information transferred to you on demand in a format that is compatible with NUL requirements.
- Confidentiality Clause - prevent disclosure or use of confidential or proprietary information and flow-down the legally-mandated or funder-mandated protocols for protecting special classes of information (financial, HIPAA, non-public data, personnel records, etc.)
- Prohibit any assignment, amendments or waivers without prior written consent (with the exception of assignment to NUL or to Sponsor of course).
- Sponsor Required Clauses – Flow-down any Federal or Sponsor-mandated language applicable to the deliverables being outsourced. Examples include:
  - HIPAA/Privacy Act/EEO/Affirmative Action/Selective Service.
  - Attributions or credits required by the Governmental Entity or Sponsor (examples Gates, DOL, etc.)
  - Prohibitions on Lobbying (see also NUL Terms of Affiliation)

#### **Prohibited Second-Tier Subs**

\*Outsourcing is prohibited or restricted on the following grants:

- US Department of Housing and Urban Development- You must obtain a waiver from the Urban League
- US Department of Labor

#### **Advance Notification Second-Tier Subs**

+ Advance Notification & Consent is required on the following grants: (FAR Part 44)

All program staff must be screened for training and certifications

#### **Discretionary Terms and Conditions**

NUL takes the position that an Affiliate retains the risk and liability for any deliverables it has outsourced and is responsible for ensuring performance of its subs. As independent 501(c)(3)s, Affiliates are generally free to adopt their own contracting procedures and documentation provided they are consistent with the Terms of Affiliation and provided the above-mentioned minimum requirements are addressed. However, we are happy to provide additional recommendations and best practices with respect to LOA sub-contracts. These are in the category of "exclude at your own risk" and are available at <https://sites.google.com/a/nulshare.org/second-tier-procurement-guidelines>. The Programs staff is always available for technical assistance should you have further questions or concerns.

#### **Staffing or Temporary Worker Contracts**

A staffing firm provides labor to prime contractors for the performance of certain work. These individuals may visit the Affiliate or have access to Affiliate facilities and resources. Issues raised by such arrangements include:

- **Independent Contractor Status** – An individual's employment status can have major consequences on an Affiliate's obligations under various state and federal laws. In distinguishing between an Independent Contractor and an Employee, the focus tends to be on the organization's *right to control* the individual's results and the method or means he uses to achieve those results. Affiliates should structure agreements to retain clear lines of distinction between employees and independent contractors (see "Discretionary Terms and Conditions").
- **Monitoring and supervision.** Even if properly classified, Temporary Workers or Independent Contractors can generate professional and general liability for the Affiliate.
  - A Staffing Firm must have appropriate insurance policies in place to cover activities of its personnel (worker's comp, auto, molestation, etc.). The Affiliate should be named as additional insured (at minimum).
  - *Security, Registration, Sign-in. etc.* – A Staffing Firm should agree that its personnel will follow Affiliate rules and procedures while on Affiliate property (or dealing with Affiliate clients) including but not limited to safety, health, hours of work and conduct.
  - A Staffing Firm should conduct, and retain accountability for, background checks, training, credentialing and certifications related to the work to be provided.
  - *Indemnification and Hold Harmless* – A Staffing Firm must remain legally responsible to the Affiliate for all acts or omissions of personnel while on Affiliate's premises or while interacting with Affiliates' clients.
  - The Affiliate should disclaim any representations or warranties regarding its premises, facilities, equipment, etc. (outside of gross negligence or willful misconduct) or any liability for injuries to Consultant's personnel (outside of gross negligence or willful misconduct).
- **Confidentiality** – A Staffing Firm must subject any of its personnel that will have access to sensitive data, materials, records and information of the Affiliate to strict confidentiality protocols and retain liability for disclosure or misuse of information.
- **Licenses, Permits and qualifications** – any Federal, State or locally mandated licensing or qualifications should be expressly mandated in the Staffing Firm contract.
- **Checking Your Insurance Coverage** – See "Discretionary Terms and Conditions"



ATTACHMENT A

## Official Submission and Release Form

Please attach the story.

Please provide an identifying label to each photo and story with the following information:

- o Your name, address, and phone number.
- o The date(s) the activities or services occurred.
- o Write the name of each person recognizable within the photograph and a short caption for the photo.

This submission form should be included with each individual submission.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_  
State: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_  
Date(s) this activity or service occurred: \_\_\_\_\_

I attest that the photograph and story submitted with this form are my original work. I understand and agree that these materials will become the property of the National Urban League ("NUL") and will not be returned. I have attached the required Photo Release Forms for all identifiable individuals within the submitted photos.

I hereby irrevocably authorize the National Urban League to edit, alter, copy, exhibit, publish or distribute this photo and accompanying story for purposes of publicizing National Urban League's programs or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my work appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph.

I hereby hold harmless and release and forever discharge NUL from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or behalf of my estate have or may have by reason of this authorization.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)

If the person signing is under age 18, there must be consent by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of \_\_\_\_\_, named above, and do hereby give my consent without reservation to the foregoing on behalf of this person.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)

ATTACHMENT B

## Photo Release Form

I hereby grant the National Urban League permission to use my likeness in a photograph, along with my first name and reference to my alma mater, in any and all of its advertisements and other publications, including website entries, without payment or any other consideration.

I understand and agree that these materials will become the property of the National Urban League and will not be returned.

I hereby irrevocably authorize the National Urban League to edit, alter, copy, exhibit, publish or distribute these photos for purposes of publicizing the National Urban League's programs or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished products, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photographs.

I hereby hold harmless and release and forever discharge the National Urban League from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I am 18 years of age and am competent to enter into a contract in my own name. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)

If the person signing is under age 18, there must be consent by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of \_\_\_\_\_, named above, and do hereby give my consent without reservation to the foregoing on behalf of this person.

\_\_\_\_\_  
(Parent/Guardian's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Parent/Guardian Name Printed Name)