Adrienne M. Holloway, Ph.D.

Executive Director

8410 Lantern Point Drive Houston, Texas 77054 Tel (832) 927-4704 Fax (713) 578-2090

April 19, 2021

County Judge Hidalgo and Commissioner Ellis, Garcia, Ramsey and Cagle

AGENDA LETTER

Please consider the following item on the Commissioners Court Agenda for April 27, 2021:

Approval of an Order Authorizing Execution of a Memorandum of Understanding (MOU), prepared by the County Attorney, between Harris County Community Services Department and The Alliance for Multicultural Services. The MOU allows The Alliance to provide high quality financial literacy, education, coaching, counseling, and related services to Harris County residents.

Thank you for your assistance with this request.

Adrienne M. Holloway, Ph.D.

Executive Director

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Harris County Community Services Department

EXECUTIVE SUMMARY

Approval of Order Authorizing Execution of Memorandum of Understanding

April 27, 2021

Harris County Community Services Department (HCCSD) desires to establish a relationship with The Alliance for Multicultural Services (The Alliance) to provide financial literacy services to Harris County residents. The Alliance services will result in Harris County residents improving levels of income, higher credit scores, reduced levels of personal debt, and increased levels of emergency savings, along with greater rates of wealth accumulation through home ownership, investment, and entrepreneurship.

The Alliance will collect data using Cities for Financial Empowerment practices that systematically track across a set of defined and quantifiable outcomes to better understand the impact on clients' financial lives, bolster program credibility, and justify public funding.

HCCSD agrees to reimburse The Alliance up to \$24,800.00 for the costs of providing a financial counselor for no less than twenty (20) hours per week during regular business hours at a mutually agreed upon county-operated facility or through remote service delivery platforms as applicable.

Attached for Commissioners Court approval is an Order Authorizing the Execution of Memorandum of Understanding between Harris County Community Services Department and The Alliance for Multicultural Services for financial literacy services.

ORDER OF COMMISSIONERS COURT

Authorizing Memorandum of Understanding

The Commissioners Court of Harris County Texas met in regular session at its regular

term at the Harris County Administration Buil, with all members	ding in 1	the Cit	y of Hou	ston, Texas, on
A quorum was present. Among other busine	ess, the fol	lowing	was transa	cted:
ORDER AUTHORIZING EXECUT UNDERSTANDING WITH THE ALLI COMMUNITY S	ANCE FO	OR MU		
Commissioner	intr	oduced	an order	and moved that
Commissioners Court adopt the order. Commission motion for adoption of the order. The motion, carry by the following vote:				
	Yes	No	Abstain	
Judge Lina Hidalgo				
Comm. Rodney Ellis				
Comm. Adrian Garcia				
Comm. Tom S. Ramsey, P.E.				
Comm. R. Jack Cagle				

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

- 1. The Harris County Judge is authorized to execute on behalf of Harris County a memorandum of understanding between **Harris County and The Alliance for Multicultural Community Services** for the provision of financial literacy classes. The Agreement is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full word for word.
- 2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.





2021-2022 MEMORANDUM OF UNDERSTANDING Between THE ALLIANCE And

HARRIS COUNTY COMMUNITY SERVICES DEPARTMENT

This memorandum of understanding (MOU) is made effective on date of its final countersignature and for the life of the agreement herein described, by and between The Alliance for Multicultural Community Services, a nonprofit organization, located at 6440 Hillcroft, Houston, Texas 77081, hereinafter referred as "The Alliance" and the Harris County Community Services Department, an office of a county government organized in the State of Texas, located at 8410 Lantern Point, Houston, Texas 77054, herein after referred to as "HCCSD", hereby establishes that The Alliance and HCCSD respectively agree as follows:

Whereas HCCSD desires to make available to its clients, high quality financial literacy, education, coaching, counseling, and related services that will result in improved financial and economic stability for its clients;

Whereas HCCSD desires The Alliance to perform services as outlined in the Scope of Services section found in this MOU; and has determined that such services are in support of its community development objectives;

Whereas HCCSD desires to establish a relationship with The Alliance to provide services that will result in clients experiencing improved levels of income, higher credit scores, reduced levels of personal debt, and increased levels emergency savings, along with greater rates of wealth accumulation through home ownership, investment, and entrepreneurship;

Whereas the aforementioned entities have a mutual interest in promoting improved community development resulting from lower dependence by individuals on public assistance and subsidies;

Now, therefore, in consideration of the benefits to each party, and to all parties involved, the aforementioned entities, The Alliance and HCCSD agree to work to provide an effective and collaborative effort to those ends. This MOU should not be seen as legally non-binding.

I. SCOPE OF SERVICES:

THE ALLIANCE AGREES TO:

- Provide services based on the Cities for Financial Empowerment model designed to enable individuals to address their financial challenges and needs and plan for their futures.
- Provide financial counselor(s) trained to use the Cities for Financial Empowerment model to
 deliver free one-on-one free financial counseling to help low-income individuals to manage
 their finances, pay down debt, increase savings, establish and build credit, and access safe
 and affordable mainstream banking products.

- Collect data using Cities for Financial Empowerment practices that systematically track across a set of defined and quantifiable outcomes to better understand the impact on clients' financial lives, bolster program credibility, and justify public funding.
- Integrate financial counseling and associated financial services integrated into other social services, including housing and foreclosure prevention, workforce development, prisoner reentry, benefits access, domestic violence services, and more.
- Promote its partnership with local government to be recognized as a trusted voice for residents deciding among increasingly confusing and complicated financial choices.
- Promote collaboration between local government, community-based organizations, and philanthropy to improve counseling delivery, client engagement, outcome achievement, and program sustainability.
- Provide learning strategies that are safe and conducive to learning using remote platforms, facilities, equipment, staff, and materials that meet recognized industry standards for delivery of financial literacy, education, coaching, and counseling.
- Request reimbursement for project expense in according with HCCSD guidelines.
- Provide mutually acceptable project staffing.
- Provide necessary laptops, printers other project related equipment.
- Monthly and cumulative enrollment and analytical data and reports in support of reimbursement requests.
- Provide HCCSD with up to date student attendance and performance information as applicable for its records.
- Provide financial counseling services no less than twenty (20) hours per week during regular business hours.

HCCSD AGREES TO:

- Identify a county operated location that will provide applicable schedule for service and sufficient client access to financial counseling.
- In the instances where feasible, require financial counseling for clients accessing public benefits and services provided by HCCSD or other county offices.
- Make available, access to additional itinerant office space at other county locations as appropriate.
- Provide appropriate security, parking access, officing, furnishings, access to duplication services, and telecommunications connectivity at no cost to The Alliance.

- Ensure that officing spaces provided are secure and conducive to confidential discussions between financial counselors and their clients.
- Reimburse amounts due to The Alliance in a timely manner, and in compliance with HCCSD guidelines.
- Provide The Alliance with the forms and processes necessary to request and receive reimbursement for the financial counselor salary and fringe benefits attributed to this project.
- Identify a single point of contact at HCCSD for communication relative to this arrangement

II. REMUNERATION

HCCSD agrees to reimburse The Alliance up to \$24,800.00 for the costs of providing a financial counselor at a mutually agreed upon county-operated facility or through remote service delivery platforms as applicable

These conditions will remain in effect during the entirety of the remaining training period unless amended as provided for herein.

III. CONTACT PERSONS

The following persons will be the primary contacts for communication and notifications:

The Alliance:

David Joost, Ed.D.

Vice President for Literacy and Advancement

The Alliance

6440 Hillcroft Ave. Ste. 411 Houston, Texas 77081 (713) 776-4700 x110

djoost@thealliance.org

Harris County:

Adrienne M. Holloway, Ph.D.

Executive Director

Harris County Community Services Department

8410 Lantern Point Houston, TX 77054 (832) 927-4704

adrienne.holloway@csd.hctx.net

IV. OTHER CONSIDERATIONS

- Failure to comply with the responsibilities set out in this MOU may result in its termination.
- Participants must meet The Alliance expectations for acceptable behavior and program progress to remain enrolled in the project. Decisions regarding individual client continuation in the project will be made by The Alliance Houston Financial Empowerment Center staff alone.
- All personnel supported by funding from this project must meet professional qualification requirements establish by The Alliance and Houston Financial Empowerment Center.
- Fulfillment of all portions of this MOU are subject to funds available.
- Any Party to this MOU may terminate its respective role as described herein upon thirty (30) days written notice to the remaining Party.

- All Parties to this MOU agree to maintain the security of the other Parties' Confidential Information and abide by the Houston Financial Empowerment Center Data Sharing Agreement (Exhibit A). Including implementation and maintenance of the Houston Financial Empowerment Center Client Service Agreement (Exhibit B).
- All Parties to the MOU shall be in compliance with all applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; the Age Discrimination Act of 1975; the Americans with Disabilities Act; The Family Educational Rights and Privacy Act of 1974; the Texas Government Code; the Texas Local Government Code; and all applicable Alliance policies and procedures ("Applicable Laws" or "Applicable Law").

V. DURATION

This MOU shall begin on the effective date of its final counter signature and terminate twelve calendar months subsequent to the first full month flowing its effective beginning date, unless renewed in writing and executed by both Parties.

VI. AMENDMENT

This MOU may be amended following written agreement executed by authorized agents of the Parties respectively.

ENTIRE AGREEMENT:

This MOU supersedes all prior agreements, and discussions, whether verbal or written, relating to the subject matter contemplated under this MOU and constitutes the entire MOU between The Alliance and HCCSD with regard to these matters.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date based on its final countersignature.

David Joost, Ed.D.	Name		
Vice President for Literacy and Advancement	Title		
The Alliance	Harris County		
Date	Date		
Approved as to form:			
Christian D. Menefee			
Harris County Attorney			
By:			
Sam Kirchhoff			
Assistant County Attorney			

CAO File: 21GEN1091

Exhibit A

Houston Financial Empowerment Center

Data Sharing Agreement

Houston Financial Empowerment Center Data Sharing Agreement

Between

The Alliance

And

Harris County Community Services Department

Section 1. Agreement

This Data Sharing Agreement (Agreement) establishes the procedures and policies that will guide The Alliance for Multicultural Community Services hereinafter referred to as "The Alliance" and the Harris County Community Services Department hereinafter referred to as "Partner" in their data sharing and usage as it pertains to the program development, operation, and processes of the Houston Financial Empowerment Center (HFEC) pursuant to the model developed by the Cities for Financial Empowerment Fund.

Section 2. Parties to the Agreement

This Agreement is entered into as of its Effective Date by and between The Alliance, a nonprofit organization based in Houston headquartered at 6440 Hillcroft Ave., Ste. 411 and the Partner, an office of a county government organized in The State of Texas located at 8410 Lantern Point, Houston, Texas 77054; collectively referred to as "Parties" in the Agreement.

Section 3. Financial Empowerment Center (FEC) Program Model and Cities for Financial Empowerment Fund Grant

The Houston Financial Empowerment Center (FEC) ("Program") provides free, one-on-one professional financial counseling assistance as a public service. The Alliance is a contractor, authorized by The City of Houston to provide, or contract to provide, free one-on-one financial counseling open to the public. This model was developed by the Cities for Financial Empowerment Fund, which is providing a grant either directly to The Alliance or through The City of Houston to support professionally trained financial counselors who provide assistance to clients for money management, budgeting, reducing debt, establishing and improving credit, connecting to safe and affordable banking services, building savings, and referrals to other services and organizations. Clients receiving the service have signed a Client Service Agreement, example of which is Exhibit B of this Agreement, which authorizes The Alliance to share limited information about their participation in the Program. To support the Program, the Cities for Financial Empowerment Fund developed FECBOT, an online client outcome management data system, and provides access to FECBOT to The City of Houston and The Alliance as an in-kind grant. The Alliance is authorized to use FECBOT to collect Program data from participating clients for the purposes of Program operations, Program management, and Program evaluation.

Section 4. Usage and Term

4.1 **Specific Use.** Subject to the terms and conditions of this Agreement, the Parties hereby grant a limited license, during the Term of this Agreement, for a collective, non-exclusive, limited agreement to provide participant authorized Program Data ("Data") listed in Exhibit A of this Agreement only for the purposes of research and analysis for Program evaluation to enhance program effectiveness and adequately provide services to their mutual clients. This Agreement does not grant any rights in the data beyond the terms and Purpose of this Agreements. The Parties agree not to use any data or any information contained therein other than as necessary to further the Program purpose. Under no circumstances may the Parties use the data for any commercial purpose. The data may be combined

- or cross-referenced with data about other clients separately collected or maintained separately, provided that Partner limits use of these data to the same purposes allowed for or by the Program for research and evaluation and consistent with the training provided by The Alliance.
- 4.2 Use and Display. The Parties wish to collectively authorize the use and display of their respective data in pre-approved format(s) with <u>prior written approval</u> from the City of Houston for reports and/or evaluation(s) for external stakeholders, funders, additional parties The Alliance is authorized or contractually obligated to share aggregate Program data, or in other formats where The City of Houston or its approved agent has authorized and received client consent using the Client Consent Form found in Exhibit B of this Agreement.
- 4.3 **No Unauthorized Use or Data.** Partners agree not to use, copy, modify, distribute, or transfer the Data, except as expressly authorized in this Agreement or where the Partner has received prior written approval from The City of Houston The identification of data to be shared in Exhibit A Section 2, shall not be modified without the expressed consent of the Cities for Financial Empowerment Fund.
- 4.4 **Data Sharing Method.** The Alliance agrees to provide the data in a report format that is designated by the City of Houston. Partner agrees to provide the data in a report format that designated by the City of Houston.
- 4.5 **Third-Party Beneficiary and Data Ownership.** As the creator and owner of FECBOT, the Cities for Financial Empowerment (CFE) Fund is a third-party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto. The Data stored in the FECBOT shall be the sole property of the Cities for Financial Empowerment Fund and licensed by the City of Houston for its use in this Agreement with the Partner. The use of the Data is hereunto limited by the CFE Fund at its discretion. The use of the Data may be limited by the CFE Fund or its authorized agent if the CFE Fund determines that the Data is being used in an inconsistent manner or limited within its sole discretion.
- 4.6 **Term.** The term of this Agreement shall expire after one year subsequent to the first full month following its Effective Date, and may be extended for an additional year upon written agreement of both parties. Upon completion of the Term, the Parties agree to return or destroy the Data.

Section 5. Technical Requirements

- 5.1 **Partner Site Requirements.** Partner shall maintain at least the minimum technical configuration, communications facilities, navigational controls and security features that the City of Houston requires for the proper deployment of the Program and the authorized use of the Data.
- 5.2 **Project Coordinator.** Each party will identify a project coordinator, either internally or through authorized agents, responsible for communicating with the other party about technical, business and content matters and providing required cooperation, notices, and approvals.
- 5.3 **General Resources.** Except as otherwise expressly stated in this Agreement, each Party shall be responsible for procuring and maintaining at its expense all equipment, software, facilities, communications resources, and personnel as may be necessary to operate and maintain the use of the Data.

Section 6. Confidentiality and Indemnification

- 6.1 Confidential Information. Each of the Parties hereto agrees to protect and maintain all information designated as confidential by the other Party and their clients ("Confidential Information") by (i) treating the Confidential Information of the other Party with at least the same care and protection accorded its own Confidential Information; (ii) using great care in the assignment of personnel who receive Confidential Information, and instructing such personnel to take all reasonable precautions to prevent unauthorized use or disclosure thereof; and (iii) not using or disclosing such Confidential Information except as necessary to fulfill the terms of this Agreement or as otherwise authorized.
- 6.2 **Indemnification.** Provider agrees to indemnify, defend and hold harmless Partner and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or in attendant to this agreement.
- 6.3 Partner agrees to indemnify, defend and hold harmless Provider and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or in attendant to this agreement.
- 6.4 The indemnified party shall promptly notify the indemnitor of the claim and allow the indemnitor to control, and cooperate with the indemnitor in, the defense of the claim or any related settlement negotiations. THIS PROVISION CONSTITUTES EACH PARTY'S SOLE OBLIGATION, AND THE OTHER PARTY'S SOLE REMEDY, WITH RESPECT TO ANY DEFECT IN TITLE OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR SIMILAR CLAIM INVOLVING OR AFFECTING THE PARTIES' ONLINE SERVICE, ANY TECHNOLOGY OR FACILITIES RELATED THERETO, OR THE USE THEREOF. The parties acknowledge that, distinct from their respective services, information and materials posted or originated by third parties (including consumers) may not be displayed, duplicated, distributed or made available through use of the online service. Neither Party makes any warranty whatsoever regarding such information or materials; under no circumstances will either party be liable for, or will any indemnification rights arise out of or in connection with, such information or materials.

Section 7. General Provisions

- 7.1 Assignment. Neither Party may assign its rights or delegate its obligations hereunder without the express written consent of the other Party, which consent may not be unreasonably withheld; provided, however, that no such consent will be required in connection with either Party's assignment or delegation to any affiliate or in connection with either Party's merger, acquisition or in connection with a sale of all, or substantially all, of either Party's assets. Any attempted assignment in violation of this section will be void. Subject to the foregoing, this Agreement will benefit and bind the Parties' successors and permitted assigns.
- 7.2 **Severability.** If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, the Agreement shall be construed as if not containing the particular invalid or unenforceable provision, and the rights and obligations of each party shall be construed and enforced accordingly.
- 7.3 **Force Majeure.** A Party shall not be liable for nonperformance or delay in performance (other than of obligations regarding payment of money or confidentiality) caused by any event reasonably beyond

the control of such Party, including but not limited to, pandemic, wars, hostilities, revolutions, riots, civil commotion, national emergency, strikes, lockouts, epidemics, fire, flood, earthquake, force of nature, explosion, embargo, or any Act of God, or any law, proclamation, regulation, ordinance, or other act or order of any court, government or governmental Provider.

- 7.4 No Agency. This Agreement will not be construed as creating or implying any relationship of Provider, franchise, partnership, or joint venture between the Parties. No party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose whatsoever.
- 7.5 Merger Clause. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof. It is not intended to confer upon any Person other than the parties hereto any rights or remedies. All rights and obligations incurred hereunder by The Alliance and the Partner shall extend to and be binding upon their respective domestic and international divisions, subsidiaries, other controlled companies, affiliates, and related entities.
- 7.6 Waiver and Modification. Any waiver by The Alliance and the *Partner* of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any subsequent breach of such provision or the waiver of the provision itself.

Section 8. Choice of Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas. Any controversy or claim arising hereunder that cannot be resolved by the parties themselves, shall be settled by arbitration in Houston or such other location as the parties may mutually agree, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any award rendered thereon shall be in writing and shall be final and binding on the parties and judgment may be entered thereon in any court of competent jurisdiction. Each party shall bear its own costs and expenses in connection with the arbitration and the costs and expenses of the arbitrators shall be borne as determined by the arbitrator.

Section 9. Contacts

For the Partner:
Adrienne Holloway, Ph.D.
Executive Director
Harris County Community Service Dept.
8410 Lantern Point
Houston, Texas 77054
Name
Name
Title
Date

Authorized Program Data

1. 1	Data	snared to Provider:					
		Home Purchases					
		Housing Retention (Rental or Ownership)					
		Job Retention					
		Wellness Scale (where applicable)					
		Health Insurance Attainment					
		Recidivism					
		☐ Business Loan Attainment					
		□ [enter additional data categories]					
		☐ [enter additional data categories]					
		[enter additional data categories]					
		[enter additional data categories]					
1.	Da	ta shared to Partner:					
		Number of bank accounts established (both savings and checking)					
		Dollar amount saved					
		Savings goal completed					
		Savings goal progress					
		Dollar amount contributed to Individual Development Account (IDA)					
		Dollar amount of debt reduced					
		Credit score established					
		Increase in credit score					
		Number of sessions completed					

Exhibit B

Houston Financial Empowerment Center

Client Service Agreement



HOUSTON FINANCIAL EMPOWERMENT CENTER

CLIENT SERVICE AGREEMENT

I have chosen to participate in financial counseling services provided by the Houston/Harris Financial Empowerment Center.

Waiver of Liability

I understand, acknowledge, and agree that The City of Houston, and The Alliance, and the Cities for Financial Empowerment Fund, Inc. are offering me free financial counseling services through the Financial Empowerment Center.

I am voluntarily agreeing to the services and understand that The City of Houston, and The Alliance, and the Cities for Financial Empowerment Fund, Inc. cannot guarantee the results of these services.

I agree not to sue or bring any legal action against The City of Houston, and The Alliance, the Cities for Financial Empowerment Fund, Inc. and agree to hold them harmless from any and all claims connected to those counseling services.

Information Storage, Use and Protection

How will my data be stored and used?

I understand that the information I share with my counselor will be stored in a secured database, and will only be accessible to the counselor, program manager, The City of Houston, and The Alliance and the Cities for Financial Empowerment Fund, Inc. to perform or oversee the counseling services I have requested.

I understand that The City of Houston, and The Alliance and the Cities for Financial Empowerment Fund, Inc. also may share such information that does not identify me personally with third parties. This personally non-identifiable information is aggregated with that from other clients for limited purposes, including research, evaluation, and communications. The results of such research and analysis may be published only in the aggregate, such that my information will remain entirely anonymous.

How will my information be protected?

Personally identifiable information (such as my name, address, social security number, etc.) or information that may be used to connect my information with my identity, will be removed or otherwise made unidentifiable before being shared for research, evaluation, or communication purposes.

My information shall not be sold, reproduced, used for marketing or making solicitations, or provided to entities that use information for these purposes.



I am aware that granting the following optional consents is not required for receiving services, and that I may revoke these optional consents at any time by informing my financial counselor.

Consent for Collaborating Organizations

I understand that when collaborating organizations responsibly share information, it decreases administrative paperwork and increases the effectiveness of the programs. Therefore, I agree to share personal and identifiable information - including information about my participation in nt. ll

collaborate may be an The result remain en	e with the Financial Empovalyzed for evaluation, reseased for evaluation, reseased for evaluation, reseased for example for the particles and an example for the particles and the particles and the particles and the particles are provided in the particles and the particles are	arch, quality control, program oublished only in the aggregate	rvices to me. This information improvement and development. e, such that my information will
Financial I	Empowerment Center to pr		ations that collaborate with the
□ Yes			
Consent to	o Receive Email/Text Me	ssages	
	Houston, may contact me	_	a partner working on behalf of pointment reminders and other
I consent t		eminders and other financial o	counseling communications or
□ Ye:			
My alert p	reference is (select one):		
	(S (text) nail		
informati Agreemer	on and have had my ques nt is valid up to 12 month	eement, or it has been read to stions answered. I understands after my last session, aften tinue with the counseling s	nd this Client Service which I may be asked to
Client Nan	ne Print	Client Signature	Date