



## Single Stop – New Jersey Tax Program RFP

Single Stop New Jersey is announcing a funding opportunity for New Jersey providers who deliver free tax preparation services to low-income community members. Single Stop will be offering funding to already established free tax preparation programs in select New Jersey Counties to be utilized towards increasing service capacity for tax year 2018. The long-term plan of this initiative is however to expand to many more counties so we are open to supporting efforts in a limited number of additional geographies where there is demonstrated need and the required service infrastructure as described further on in this document.

Every year, free tax preparation programs help millions of low- and moderate-income Americans file their taxes for free, and ensure that all those who are eligible receive the Earned Income Tax Credit and the Child Tax Credit. Free tax preparation programs are driven by thousands of community organizations nationwide, which leverage a modest federal grant matched with significant local investment. Free tax preparation has the highest accuracy rate of any tax preparation service, and have increased the number of returns filed every year since being authorized. There is an overwhelming demand for free tax preparation services as well as evidence of the significant value of the EITC in poverty alleviation, but providers often need more flexibility to innovate and respond to local community needs. This initiative is an effort to expand free tax filing services to those in need and increase the impact that this resource has on improving the lives of families and individuals in New Jersey.

Single Stop will provide a total of \$500,000 with a maximum of \$75,000 for services in any single county. The goal is to increase the number of people in need accessing free tax preparation services. The proposal must demonstrate ability to reach a greater number of people with the money provided. This includes providing an average cost per application, which will be based on the incremental number of people accessing the service and the grant amount.

What is Single Stop?

Single Stop is a national non-profit that harnesses America's most effective anti-poverty tools to help low and moderate income families and individuals bolster their financial stability and achieve economic mobility.

Through a unique one-stop-shop, Single Stop provides coordinated access to a safety net worth nearly \$1 trillion and services provided by local organizations and agencies – connecting people to the resources they need to eat healthy food, stabilize their housing, stay in school and succeed in higher education, obtain and keep good jobs, and achieve financial stability.

### How does Single Stop work in the community?

The Single Stop program is a comprehensive solution for communities that want to improve the economic mobility of low-income community members through increased access to public benefits and social services. Single Stop provides its community partners with the tools and guidance that they need to coordinate access across the community to the resources that are available creating a single stop for people in need to access benefits and services. This is facilitated utilizing Single Stop's proprietary benefits screening and case management technology, program launch and operational support, an interactive learning community, and evaluation tools. Utilizing these tools and guidance, community based organizations can efficiently and effectively offer community members benefits counseling, case management, and access to wraparound services (including tax preparation, legal counseling, and financial counseling).

Since launching in 2009, Single Stop and its partners have connected 1.5 million households to nearly \$3.9 billion in benefits, resources and tax credits. Last year in NJ we worked with our partners to file 10,282 tax returns drawing down nearly \$14 million in tax credits.

### Tax Partner Selection

Single Stop is seeking to partner with not-for-profit organizations across Hudson, Morris, Mercer, Ocean, Camden, Essex, Passaic, Union, Atlantic, Middlesex, Monmouth and Sussex Counties with demonstrated experience providing free tax preparation for low and moderate income families and individuals in New Jersey along with success in serving populations that qualify for the Earned Income and Child Tax Credits.

### What will Selected Tax Partners Receive from Single Stop?

Single Stop will provide funding of up to \$500,000 across a maximum of ten counties. Along with funding, all tax providers and their network of community partners will receive a web-based EITC and Public Benefits outreach screener and referral tool along with a program outcomes dashboard. Use of this tool is required for community outreach, intake of filers, to

track outcomes, and to facilitate referrals to local community based organizations that can provide benefits enrollment assistance and access to resources to meet their needs.

### Statement of Purpose

At Single Stop, we believe in helping our partners to build successful and sustainable programs that will last well beyond the length of a grant. This funding opportunity allows our NJ partners to expand existing free tax preparation services and increase the reach to ALL low-income individuals and families in the community.

We also hope to encourage innovation and collaboration through this grant. Throughout the United States, free tax preparation programs have evolved over the years to become much more than a resource for tax preparation. Many programs have become hubs for a variety of social services and financial capability programs that help taxpayers build savings, access important government benefits, open bank accounts, receive crucial financial coaching and more. Sites also partner with workforce organizations to connect clients to job training and transportation, and with financial coaching providers as well to connect clients to bank accounts and other financial products. Other programs assist the tax filing families and individuals apply for other benefits for which they are eligible such as SNAP, health insurance and WIC. In short, our goal is to support tax preparation programs in their effort to ensure that the families and individuals that they serve are connected to other valuable benefits and services they need to improve their lives. Preference will therefore be given to tax programs that coordinate with other service providers to ensure that New Jersey residents are connected to a wide variety of benefits and local resources in one place.

### Scope of Work

All proposals must provide specifications on the following:

- Community Need
  - Proposals must include a clear identification of the need in the community, including:
    - Community issues regarding completion of taxes and access to tax services and whether there are demographic specific issues
- Implementation and Operations
  - Program Availability
    - Locations and Hours:
      - Identify when the tax program hours of operation (days and hours) as well all locations

- Preference given to earliest start dates to ensure that early tax filers seeing their tax returns have a free alternative to paid providers.
- Method of Delivery
  - Identify the methods through which the program will be made available including any Virtual tax filing and turnaround time.
    - Must include a plan to include a selection of a minimum of two community partner organizations to act as a HUB for drop off virtual free tax preparation services
  - Identify how in-person appointments will be managed, including scheduling software and how tax appointments will be coordinated with CBO partners (including Single Stop partners, if they are available in the community)
- Staffing Plan & Training
  - Identify how the program will be staffed including recruitment and training and overall management to operate a combination of walk-in and appointment based sites.
  - Identify the overall training plan for engaging volunteers/staff as well as community members. This should include training approach (online, in-person) and content.
- Demonstrate how the relationship with IRS will be managed and all IRS guidelines are followed, including:
  - Communication with designated IRS Relationship Manager prior to signing contract with Single Stop
- Outreach & Marketing:
  - Working with Single Stop's marketing guidelines, demonstrate how the free tax preparation programs will be marketed in low-income neighborhoods and throughout the County.
  - Proposals must demonstrate how the partner will work with community non-profit and for-profit organizations (local employers) to increase awareness of the program. This includes providing a detailed description of how partnerships will be established or expanded to reach tax filers of various ages, marital statuses, education levels, and working statuses, who speak various languages.
  - Tax partners must host a minimum of one tax event day. Proposals to include identification of how the event will be marketed and set up to maximize participation.
- Network partnerships/coordination

- All tax partners are to integrate Single Stop's Benefits Quick Screening and Referral Tool into processes in an effort to provide clients with information on additional resources available and to connect eligible tax filers to public assistance benefits
  - Refer tax filers who are interested to specific CBOs (list attached in appendix) for application assistance.
  - Collaborate with CBOs to streamline referrals.
- If in a community with an existing Single Stop, the tax provider must work in partnership with all Single Stop partners in the area (see appendix for list of Single Stops in NJ).
- Outcomes Tracking and Reporting
  - Report to Single Stop on a bi-weekly basis the overall number of filers county-wide beginning with first week of tax preparation and through the last week of tax preparation
  - Report to Single Stop on a monthly basis the total tax refund drawdown county-wide
  - Complete formal interim and final reporting templates and provide to Single Stop by March 9 and May 31 respectively
  - Develop and implement troubleshooting plan for underperformance no later than midway through tax season through a pre-scheduled meeting with Single Stop.
  - Communicate with Single Stop on a bi-weekly basis through scheduled recurring check-in calls.
- Sustainability
  - Demonstrated ability to sustain the program in the long term. This includes all of the components above plus the ability to engage key stakeholders (eg. Legislators and key community organizations) and implement innovative practices to improve access to people in need

### Outcomes and Performance Measures

Organizations are to provide the goals that correlate to the following as well as any additional KPIs that the organization will use to monitor progress against goals:

- 20% increase in tax returns filed above 2016 & 2017 tax seasons
- Set a target cost per application
- 30% of overall filers secure the EITC and/or CTC above 2016 & 2017 tax season
- Refer 10% of overall filers to other benefits and services
- 10% of overall filers are first time free tax preparation site filers
- 10% of overall filers ITIN Filers

## Selection Criteria

<u>Criteria</u>	<u>Weighting</u>
Program Operations, including staffing, training and leadership support	25%
Community Need	10%
Networking/Collaboration	25%
Marketing & Outreach	25%
Sustainability	5%
Experience <ul style="list-style-type: none"> <li>• Commitment to low-income and underrepresented populations</li> <li>• Familiarity and success with Virtual free tax preparation model and tax event days.</li> </ul>	10%

Use this grid below for a timeline – include timeline priorities – such as bi-weekly calls with Single Stop, advertising due dates, etc.

## Proposal and Program Timeline

<b>MONTH</b>	<b>ACTIONS</b>
<b>August 10</b>	<b>RFP release</b>
<b>August 23 1-3pm ET</b>	<b>RFP information calls</b>
<b>September 15<sup>th</sup></b>	<b>RFP submission to Single Stop (applications will be accepted on a rolling basis but no later than September 15<sup>th</sup>)</b>
<b>September 18 to 29th</b>	<b>Selection process</b>
<b>October 2</b>	<b>Selected organizations notified</b>
<b>October 13th</b>	<b>Contracts executed</b>
<b>Mid to end October</b>	<ul style="list-style-type: none"> <li>• <b>Work plan Review</b></li> </ul>
<b>November</b>	<ul style="list-style-type: none"> <li>• <b>Marketing &amp; Outreach begins</b></li> </ul>
<b>December</b>	<ul style="list-style-type: none"> <li>• <b>Single Stop tax training and site based planning</b></li> <li>• <b>Public Benefits overview</b></li> </ul>
<b>January</b>	<b>Tax filing begins</b>
<b>Jan-April</b>	<b>Weekly data tracking &amp; Program check-in calls Additional training</b>

### RFP Informational Webinar Sessions

Deadline for proposals is September 15, 2017. We will be offering the following information webinar session about Single Stop and the proposal process. We strongly encourage interested tax providers to attend one the webinars to learn more about Single Stop, the application process, and selection criteria. The webinar will be held: Wednesday August 23rd, 2017 from 1:00pm-3:00pm. A second session will be planned for those who absolutely cannot attend this session.

To sign up for the webinar or to request a second session, please RSVP to [lfalcone@singlestop.org](mailto:lfalcone@singlestop.org) no later than August 17<sup>th</sup>, 2017.

### Proposal Requirements

- The proposal is a maximum of 15 pages, excluding appendices.
- Overview of the organization, including information about community need, who the organization typically serves and any existing efforts to support low-income individuals and families (no more than one page).
- A description of the ways in which having Single Stop funds to support free tax preparation would complement and augment existing capacity to serve the targeted populations and region (no more than one page)
  - Please describe barriers to program success that you have encountered in the past few years and how you will address them in this coming tax season
- Data from previous years of Tax Program. To Include: # taxes filed; # EITC/CTC; income profiles; men/women; ITIN; etc...
- A detailed marketing and outreach plan that includes how the organization will maximize reach to targeted population eg. Events, partnerships, fliers, etc
- A description of the staff and their roles involved in free tax preparation services full time, part time, and seasonally and well as any additional roles that may need to be covered by expanding free tax preparation services and the related costs associated with each individual's role (no more than one page)
- A conceptual plan for the implementation of the program (no more than three pages), including:
  - Workplan & Schedule
  - Identification of the community partner organizations and institutions and/or grantee that would be included in executing free tax preparation services expansion services within the community

- Identification of the community workplace that would be included in executing free tax preparation expansion services within the community
- Description of relationships with local stakeholders that would participate in scaling the success of free tax preparation services
- Identification of the supplies and marketing tools that would be necessary to successfully bolster overall filers and EITC drawdown
- Description of any new free tax preparation sites or expanded hours or days at existing sites in order to best serve the target population
- Identification of spokesperson or media outlet to champion free tax preparation services during tax season or plan to expand existing media coverage related to free tax preparation services
- Ideas about sustainability of funding at the end of the grant award
- Letter of Commitment from local organizations, public agencies and/or employers who have agreed to participate in the program with you. Letter to include the specific role (outreach, referral, benefits enrollment, tax filing location/site etc.) that the organization, agency or employer will play in the program.
- A letter of support from two community based organizations and/or grantees associated with your organization.
- Tax program goals for the 2018 tax year and KPIs used to track and monitor progress against goals.
- Budget: Budget components & average cost/return

### Submission Procedure

Proposals should be sent via email to Lisa Falcone at [Lfalcone@singlestop.org](mailto:Lfalcone@singlestop.org) . The process will include informational interviews in August. Selection of sites with which we will partner will happen in September with contracts starting in October.



## **APPENDICES**

Appendix A: List of Single Stop New Jersey CBO Partners

Appendix B: Form of Proposal Budget

Appendix C: Sample Tax Provider Contract

## Appendix A: List of Single Stop New Jersey CBO Partners

### **Camden County**

Cathedral Kitchen

1514 Federal Street Camden, NJ 08105

Contact: Karen Talarico, Executive Director [karen@cathedralkitchen.org](mailto:karen@cathedralkitchen.org)

### **Hudson County**

The Hoboken Shelter

300 Bloomfield Street Hoboken, NJ 07030

Contact: Jaclyn Cherubini, Executive Director [Jaclyn.cherubni@hobokenshelter.org](mailto:Jaclyn.cherubni@hobokenshelter.org)

### **Mercer County**

Homefront

1880 Princeton Avenue #3 Lawrenceville, NJ 08648

Contact: Sarah Steward, Chief Operating Officer [sarahs@homefrontnj.org](mailto:sarahs@homefrontnj.org)

### **Morris County**

The Interfaith Food Pantry

2 Executive Drive Morris Plains, NJ 07950

Contact: Rosemary Gilmartin, Executive Director [RGilmartin@mcifp.org](mailto:RGilmartin@mcifp.org)

### **Ocean County**

Food Bank of Monmouth and Ocean Counties

3300 New Jersey 66, Neptune Twp., NJ 07753

Contact: Carlos Rodriguez, Executive Director [crodriguez@foodbankmoc.org](mailto:crodriguez@foodbankmoc.org)

Appendix B: Form of Proposal Budget

Project Cost Estimate

Description	Amount
Salaries (including fringe)	
Marketing	
Travel	
Administration	
Total	

## Appendix C: Sample Tax Provider Contract

This contract is a sample. Not all terms may be retained in the final contract.



### **SINGLE STOP USA, INC. TAX PROVIDER GRANT AWARD AGREEMENT**

THIS GRANT AWARD AGREEMENT (this "Agreement"), dated \_\_\_\_ \_\_, 2017, is between Single Stop USA, Inc., a not-for-profit corporation organized in the State of New York ("Single Stop"), and \_\_\_\_\_, a not-for-profit corporation organized in the State of New Jersey ("Grantee") (collectively, the "Parties").

WHEREAS, the Grantee is a not-for-profit organization that provides tax services, including but not limited to Volunteer Income Tax Assistance ("VITA"), to low-income persons and households to help them access appropriate tax credits and other important tax benefits in the State of New Jersey

WHEREAS, Single Stop is a national organization that wants to work with the Grantee to enable the Grantee to provide "Single Stop services" to low income individuals and families;

WHEREAS, Single Stop services are offered in part with the assistance of partner organizations and include access to a proprietary Web-based technology solution that consists of a benefits eligibility screening platform and a comprehensive case management system, and assistance in filing taxes, and legal and financial counseling;

WHEREAS, Single Stop desires to award a grant (the "Grant") of \$\_\_\_\_ to the Grantee, and the Grantee desires to receive such Grant, which would be payable as outlined below, subject to the terms set forth in this Agreement; and

WHEREAS, Single Stop and Grantee desire to work together and to cooperate in furtherance of their respective missions and the Purpose of the Grant;

NOW, THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the Parties agree as follows:

#### **PURPOSE OF THE GRANT**

##### **SECTION 1.01. Purpose of the Grant.**

(a) The Purpose of the Grant is to provide funding for Grantee to operate \_ tax site(s) (the "Sites") at mutually-agreed upon locations and provide a list of the sites. Grantee will use the Grant exclusively to prepare tax returns, collect tax client information for benefits integration, and pay related administrative costs.

## **TERM OF AGREEMENT**

**SECTION 2.01. Grant Term.** This Grant is made for a term (as it may be extended or terminated, the "Term") of \_\_ months, from \_\_\_ to \_\_\_. By written agreement between Single Stop and the Grantee, the Grant may be extended for an additional period of time.

## **PAYMENT AND REPORTING REQUIREMENTS**

### **SECTION 3.01. Payment.**

(a) Subject to satisfaction of the applicable conditions set forth in Article IV of the Single Stop USA, Inc. Master Terms and Conditions to the Grant Award Agreement (the "Master Terms and Conditions" hereby attached as Appendix B) (including without limitation satisfactory progress on the Goals listed in Section 4.02), Single Stop will pay the Grant in \_\_ installments as follows:

- i. Single Stop will release the first Grant installment payment of \$\_\_\_ within 30 days after the full execution of this Agreement.
- ii. Single Stop will release the second Grant installment payment of \$\_\_\_ within 30 days after Single Stop approves the progress report which is due \_\_.

### **SECTION 3.02. Reports.**

(a) Grantee agrees to submit weekly, monthly, interim, and/or final reports according to the instructions and templates provided in Section 5.02 and Attachment C of the Single Stop USA, Inc. Master Terms and Conditions by the following dates:

- i. Weekly report: Grantee agrees to submit the number of returns filed at each site on a weekly basis during the tax season.
- ii. Monthly report: Grantee agrees to submit monthly reports during the tax season.
- iii. Interim Report: Grantee agrees to submit Interim Reports by \_\_\_.
- iv. Final Report: Grantee agrees to submit a Final Report by June \_\_\_.

(b) All reports must be emailed to [reporting@singlestop.org](mailto:reporting@singlestop.org) with a cc to the Program Manager noted in Section 5.01 of this Grant Award Agreement by the due date stated above.

## **PERFORMANCE REQUIREMENTS AND GOALS**

**SECTION 4.01. Performance Requirements.** In consideration of receiving, and in order to continue to receive, the Grant, the Grantee agrees to:

- (a) Ensure that all relevant Grantee Staff are proficient in Single Stop's screening tool or another tool approved by Single Stop (the "Approved Software").
- (b) Ensure that all participant data called for by the Approved Software are accurately documented in the Approved Software in a timely manner.

- (c) Participate in all relevant local and national learning communities, Site visits, group meetings, conference calls, trainings (including without limitation training in the Approved Software), and all other meetings or conferences scheduled by Single Stop staff and be prepared for such meetings by providing all necessary materials and documentation.
- (d) Not use Single Stop's (or its affiliates') name, or other identifying information in any written materials, marketing materials, or policy related work, write-ups or lobbying efforts, without Single Stop's express written permission. Moreover, Grantee acknowledges that all work products, including but not limited to inventions, training materials, formats for training workshops, and any intellectual property that Grantee develops for Single Stop in connection with its work for Single Stop shall become the sole property of Single Stop.
- (e) Grantee will provide Single Stop with a comprehensive list of all sites grantee is operating during the 2017 tax season along with site operational dates and hours. Grantee will highlight any and all new operational sites opened during \_\_\_ tax season utilizing the Grant funds.
- (f) All Single Stop related promotional and marketing materials that are distributed by the Site must be approved in writing by Single Stop.
- (g) Obtain all promotional and marketing materials, if applicable, for the Site(s) from Single Stop. Maintain and implement the marketing plan developed in partnership with Single Stop, and discuss changes with Single Stop as they occur.
- (h) Adhere to the marketing guidelines that may be issued and amended by Single Stop from time to time.
- (i) Adhere to all IRS rules and regulations that govern the VITA program.
- (j) Grantee will utilize Internal Revenue Code 7216 use and disclosure guidelines to protect tax client information that will be shared for follow-up benefits screenings.
- (k) Demonstrate that survey data for at least 90 percent of the clients are captured.
- (l) Monitor percentage of new filers served as a proportion of total filers. If the percentage falls substantially below the goal of \_\_\_ percent of total filers, reevaluate outreach strategy and notify Single Stop.
- (m) Track back year and ITIN returns completed.
- (n) Track percentage of filers who came in with bank accounts, percentage of unbanked filers who opened accounts, and percentage of banked filers who direct deposited their refunds.
- (o) Provide Single Stop with a detailed accounting of how funds allocated for the E.I.T.C. project were spent.
- (p) Complete an annual webinar/training session on the privacy and integrity requirements set forth in Attachment A.

- (q) If applicable, report on utilization of Single Stop Connects referral tool; claim Site information and ensure it is continuously up to date; and provide feedback and report problems in real time with Single Stop for troubleshooting.
- (r) Maintain a regular dialogue with Single Stop staff about the Grantee's performance of this Agreement and its progress on its Goals.

**SECTION 4.02. Goals.** In consideration for the Grant, the Grantee agrees to use its best efforts to achieve the following goals (the "Goals") for use of the Grant:

- (a) Utilizing the Approved Software, provide quick benefit screening to all tax clients.
- (b) Prepare \_\_\_ tax returns overall.
- (c) Make best efforts to ensure that at least \_\_ percent of all filers receive E.I.T.C.
- (d) Track the number of tax returns for new filers (those who have never filed taxes before) and for quasi-new filers (those who did not file the prior tax season).
- (e) By \_\_\_, provide Single Stop access to at least one filer who received a refund over \$\_\_\_ and is willing to speak about what his/her plans for using the refund and tax-filing experience.

## **GRANT MANAGEMENT**

**SECTION 5.01. Single Stop Personnel.** The Single Stop Program Manager handling this Grant for Single Stop is \_\_\_\_\_.

**SECTION 5.02. Notices.** All notices and other communications under this Agreement shall be in writing and shall be effective (i) when personally delivered, (ii) when sent by fax with confirmed receipt or (iii) when mailed by certified mail, return receipt requested, to the following address:

Single Stop USA, Inc.  
123 William Street  
9<sup>th</sup> Floor, Suite 901  
New York, NY 10038  
Attention: \_\_\_\_\_  
Fax: (212) 480-2871

provided that all progress reports and routine inquiries regarding the Grant should be sent to the attention of the Single Stop Program Manager named in Section 5.01 and such reports and inquiries may be sent by email to [\\_\\_\\_\\_@singlestop.org](mailto:____@singlestop.org) or to such other address as either party hereto shall notify to the other party.

## **APPENDICES**

**SECTION 6.01. Appendix.** The attached Appendix A and the applicable attachments thereto, at A-E, are incorporated and made part of this Agreement. The Grantee acknowledges that upon the execution of this Agreement, it will be bound by the terms and conditions outlined in Appendix A. By signing this Agreement, the

Grantee further acknowledges that it has read and reviewed the terms and conditions outlined in Appendix A, and will abide by such terms and conditions.

**EXECUTION**

**SECTION 7.01. Execution.** This Agreement shall be binding on the parties only when signed by both parties. The delivery of a draft of this Agreement to one party shall not constitute a binding offer to enter into this Agreement by the party delivering the draft and, in any event, the draft shall be deemed withdrawn if it is not signed and returned to Single Stop within 30 days from when this Agreement is sent for signature.

Please indicate the Grantee's understanding and agreement with the terms of this Agreement by having an authorized signatory of the Grantee sign below. Please return a signed copy of this Agreement to Single Stop by email, mail, or fax delivery.

**Reviewed and accepted by authorized signatories of:**

\_\_\_\_\_, Grantee Single Stop USA, Inc.

By: _____	By: _____
Name	Name
Title	Title
Date	Date



## **APPENDIX A**

### **Single Stop USA, Inc. Master Terms and Conditions**

**Attachment A** – Single Stop Privacy and Integrity Policy

**Attachment B** – Client Privacy Statement

**Attachment C** – Reporting Instructions

**Attachment D** – Approved Software Licensing and Related Restrictions

**Attachment E** – Site Specifications

## **SINGLE STOP USA, INC. MASTER TERMS AND CONDITIONS**

These Master Terms and Conditions are hereby agreed to by Single Stop USA, Inc. ("Single Stop") and the non-profit organization or entity (the "Grantee") identified in the Grant Award Agreement (collectively, the "Parties").

### **ARTICLE I DEFINITIONS**

"Approved Software" means Single Stop's proprietary Benefits Enrollment Network ("BEN") or other screening tool approved in writing by Single Stop.

"Authorized Signatory" means the person or individual authorized by the Grantee's CEO, CEO designate or board of directors to accept the terms and conditions set forth in this Agreement.

"BEN" means Single Stop's proprietary, Web-based technology solution that consists of a benefits eligibility screening platform and a comprehensive case management system, known as the Benefits Enrollment Network or BEN.

"Client Data" means any and all client information collected during (i) screening for, or (ii) the performance of the Grantee's obligations under this Agreement. Client information includes, but is not limited to, the client's name, address, telephone numbers, e-mail address, official identification numbers (e.g., driver's license), bank and credit card account numbers, information relating to family status, finances, employment, health and medical data (some of which may be subject to federal and state privacy law), and government benefits entitlements.

"Confidential Information" means all data and information, not publicly or generally known and proprietary to the party and includes without limitation any and all information which reflects, refers, or relates to that party's: (i) employees, personnel files and policies, consultant and vendor relationships and payment arrangements, administrative and payroll practices; (ii) business strategies, including but not limited to various calculator and database development projects (including projects related to the Benefits Enrollment Network ("BEN") or the Single Stop self-screener or SST 2.0 and any derivatives thereof) and concepts, plans or ideas that the party has developed, has had developed or is in the process of developing to promote benefits access; (iii) research, data, reports, interpretations, forecasts, agreements or records, whether written or oral, relating to same; (iv) data and information related to proprietary methods and methodology, technical data, trade secrets, know-how, research and development information, software, computer software development (including software development as it relates to BEN or BEN's underlying code or the code of other software products), inventions, processes, formulae, networks, technology, designs, drawings, technical information, source codes, engineering information, or hardware configuration information; (v) training strategies and strategies concerning the party's partnerships or working relationships with governmental entities states, community based organizations, foundations or individuals targeted for operational growth; (vi) Board of Directors, including information contained in board reports and drafts of the same; (vii) client lists, and personal information of clients, including health, financial, tax, benefit or other personal information relating to a client and his or her family; (viii) financial information including budgets, audits, and any other financial documents; (ix) present or prospective donor lists, information on donations, and fundraising strategies, including but not limited to strategies related to potential capital campaigns; (x) marketing or business development plans; (xi) other trade secrets and all non-public concepts or ideas reasonably related to the party's various activities and services; and (xii) items that have been marked "Confidential."

"Goals" means those goals listed as minimum goals in Section 4.02 of the Grant Award Agreement.

"Grant" means Single Stop's award or funding given to the Grantee.

"Grantee Group" means the Grantee, its staff, its employees, its volunteers and any other entities the Grantee associates with to perform the Agreement.

"Performance Requirements" means those performance obligations listed in Section 4.01 of the Grant Award Agreement.

"Single Stop Data" means all information obtained, recorded, collected, compiled, gathered, generated, analyzed, transmitted, shared, or stored by Single Stop through the Software or any other method, in connection with the provision Single Stop services by the Grantee or its assignees.

"Term" means the period commencing on the date this Agreement is signed and ending on the termination date of this Agreement.

## **ARTICLE II PURPOSE OF THE GRANT**

### **SECTION 2.01. Purpose of the Grant.**

(a) The purpose of the Grant is to provide funding to Grantee to achieve the goals outlined in the Grant Award Agreement. The Grantee will use the Grant exclusively to cover the costs specified in the Grant Award Agreement.

(b) The Grantee may not use any portion of the Grant for any purpose outside of the purposes described in the Grant Award Agreement for this Grant without obtaining Single Stop's prior written approval. To request such approval, the Grantee shall write an explanatory letter to Single Stop and Single Stop agrees to respond to all such requests within 30 days of its receipt. Single Stop reserves the right to require the Grantee to return funds that are not used, or are not to be used, in accordance with this Agreement.

## **ARTICLE III TERM & RENEWAL**

**SECTION 3.01. Grant Term.** This Grant is made for a term (as it may be extended or terminated, the "Term") as specified in Section 2.01 of the Grant Award Agreement.

**SECTION 3.02. Grant Renewal.** Single Stop does not guarantee further support, but the Grantee is encouraged to apply for a renewal Grant either when it submits its final progress report pursuant to Section 3.02 of the Grant Award Agreement or three (3) months prior to the end of the Term. In considering a Grant renewal, Single Stop will consider, among other things, the Grantee's success in accomplishing its Goals.

## **ARTICLE IV CONDITIONS PRECEDENT**

#### **SECTION 4.01. Conditions Precedent to Effectiveness of Agreement.**

(a) This Agreement shall not be effective until the Grantee has delivered (i) a copy of this Agreement signed by a person authorized by the Grantee's board of directors to accept the Grant on the terms and conditions set forth herein and (ii) a program budget for how the Grant will be used.

(b) Furthermore, this Agreement shall not be effective until Single Stop verifies that the Grantee has delivered or previously submitted, within the current fiscal year, the following supporting documents:

- i. Documentary proof of the Grantee's 501(c)(3) status;
- ii. A charter for the Grantee or comparable document indicating good standing in Grantee's jurisdiction of organization;
- iii. A list of the board of directors and the chief executive officer or equivalent of the Grantee;
- iv. Audited financial statements for the Grantee for the most recent year; and
- v. A certificate of insurance evidencing (1) \$2,000,000 in general liability insurance per claim, (2) \$1,000,000 in directors' and officers' insurance per claim, and (3) the listing of Single Stop USA, Inc. as an additional insured on its general liability insurance policy.

#### **SECTION 4.02. Conditions Precedent to Payment.**

(a) Single Stop shall not initiate payment of each installment of the Grant unless Single Stop has determined in its sole and absolute discretion that the following conditions precedent have been satisfied:

- i. Single Stop must receive the necessary funds from its funders and if such funding is not received in time to pay one or more installments as contemplated in Article V, Section 5.01 the installment(s) will be released as soon as is administratively feasible after Single Stop receives its funding; in the event that Single Stop does not receive funding that it expects to receive, Single Stop will be entitled to re-assess and to determine whether it will continue further payments under this Agreement; it is anticipated that the Grantee will receive a minimum of 60 days' notice of any decision not to continue making such installments;
- ii. The Grantee is in compliance with all of its reporting and other obligations under this Agreement; and
- iii. The Grantee has made satisfactory progress towards achieving its Goals in order to receive a second and other subsequent installment;

(b) While Single Stop may provide the Grantee with additional time to satisfy its Goals, all Goals must be met and/or must be on track to be satisfied during the Term by the end date of the Term, or all portions of the Grant not yet paid to the Grantee will revert back to Single Stop.

### **ARTICLE V PAYMENT AND REPORTING**

#### **SECTION 5.01. Payment.**

(a) Subject to satisfaction of the applicable conditions set forth in Article IV (including without limitation satisfactory progress on the Goals), Single Stop will pay the Grant according to payment schedule set forth in Section 3.01 of the Grant Award Agreement.

(b) In the event that the Grantee does not meet the requirements to receive an installment of the Grant during the time period specified in Section 3.01 of the Grant Award Agreement, the Grantee may apply for an extension of time to meet the requirements. Such a request must be made within fifteen (15) days prior to the payment date or payment may be delayed. Single Stop will determine whether the request for an extension of time will be granted in its sole discretion. The determination by Single Stop as to whether the Grantee will be granted such an extension shall be made and notification shall be given to Grantee as soon as reasonably practical.

(c) The total Grant to be paid by Single Stop to the Grantee contemplates that the Grantee provides the services, expertise, and equipment for the entire Term as described in the Grant Award Agreement. Accordingly, if the Site is not operational for the entire Term, Single Stop may reduce the Grant in ratio to the amount of time that the Site is actually operational, or the parties may agree to extend the Term so that services, expertise and equipment are provided for the number of months specified in the Grant Award Agreement.

## **SECTION 5.02. Progress Reports.**

(a) Monthly Report: Single Stop requires Monthly reporting for all its grantees in order to allow Single Stop to have consistent data. Grantee agrees to provide to Single Stop such reports by such dates in the manner outlined by Attachment C. Each such report must contain the required information regarding budgetary expenditures to date.

(b) Interim Report: In addition to the Monthly Reports, Grantee agrees to provide an Interim Report that complies with the instructions provided in Attachment C by the end of the second quarter of the Term

(c) Final Report: In addition to the Monthly and Interim Reports, Grantee agrees to provide a Final Report that complies with the instructions provided in Attachment C at the end of the fourth quarter of the Term.

(d) All reports must be submitted electronically to [reporting@singlestop.org](mailto:reporting@singlestop.org) with a carbon copy to the Program Officer noted in Section 5.01 of the Grant Award Agreement by the due date stated above.

If (i) Grantee requests a renewal of the Grant, Single Stop will take into account as much data as is available at that time and (ii) should Grantee have any questions, comments or problems, it should contact the Program Officer identified in Section 5.01 of the Grant Award Agreement.

## **ARTICLE VI GENERAL OBLIGATIONS OF THE GRANTEE**

**SECTION 6.01. Performance Requirements.** In consideration for receiving, and in order to continue to receive, the Grant, the Grantee agrees to fulfill the performance requirements outlined in Section 4.01 of the Grant Award Agreement.

**SECTION 6.02. Goals.** In consideration for the Grant, the Grantee agrees to use its best efforts to achieve the goals listed in Section 4.02 of the Grant Award Agreement.

**SECTION 6.03. Legal Requirements and Programmatic Integrity.** Single Stop is committed to providing its services under the highest ethical standard and in compliance with all laws. Accordingly:

(a) As a matter of law, Single Stop requires that the Grantee not, and the Grantee agrees not to, use the Grant:

- i. to operate itself in any manner, or to engage in any activity, which is not exclusively for charitable, scientific, or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time (the "Code") and as stated in its charter and bylaws, or equivalent documents;
- ii. to distribute propaganda or to attempt to influence legislation or the outcome of any public elections; or
- iii. otherwise in violation of any laws.

(b) The Grantee covenants that at all times during the Term it will remain exempt from federal income taxation under Section 501(c)(3) of the Code. The Grantee represents that it is a not for profit organization which provides services to low-income individuals and families in the state of its address.

(c) The Grantee agrees to (i) abide by all of the requirements in the Single Stop Privacy and Integrity Policy set out in Attachment A, (ii) advise every member of the Grantee Group about their responsibilities under the Single Stop Privacy and Integrity Policy (as defined in Attachment A), (iii) send to Single Stop copies of such Privacy and Integrity Policy signed by the Grantee Group's Authorized Signatory and (iv) require every client serviced by the Grantee to sign a copy of the Client Privacy Statement in the form of Attachment B. and retain in the Grantee's files all such copies but such signing of Attachment B shall be required only if the Grantee will enter client data in BEN for and such client was not previously entered in BEN.

(d) The Grantee agrees to all of its obligations relating to the Approved Software set forth in Attachment D.

**SECTION 6.04. Liability Insurance.** The Grantee represents that it has appropriate liability insurance and agrees to keep said insurance in place during the Term. The Grantee must maintain during the Term at least \$2,000,000 in general liability insurance and \$1,000,000 in directors' and officers' liability insurance coverage, in each case per claim. Single Stop USA, Inc. must during the Term be listed as an additional insured on the Grantee's general liability policy.

**SECTION 6.05. Non-Discrimination Policy.** Single Stop is making this Grant with the understanding that, and the Grantee represents and covenants that the Grantee does not and will not discriminate against people seeking services or employment on the basis of age, alienage or citizenship status, arrest or conviction record, color, creed, disability, gender, genetic predisposition or carrier status, marital status, military status, national origin, partnership status, race, sex, sexual orientation, veteran status, status as a victim of domestic violence, stalking and sex offenses, or any other characteristic.

**SECTION 6.06. Indemnity.** The Grantee agrees to indemnify, release, and hold harmless Single Stop and any of Single Stop's current and former directors, trustees, officers, employees, agents, representatives and volunteer service providers from and against any and all costs, losses, claims, damages, expenses, and liabilities, including reasonable attorneys' fees and costs, (collectively, "Losses") they incur, whether in relation to a third party or in relation to the Grantee, the Grantee's successors or assigns, or any of the Grantee's current or former directors, trustees, officers, employees, agents, representatives or volunteers, that arise out of the Grant or this Agreement or any consulting, advisory, or management assistance services that Single Stop provides to the Grantee, either directly or indirectly through a service provider that volunteers with Single Stop or that Single Stop pays to provide services to the Grantee. This clause is expressly intended, without limitation, to effect an

indemnification, waiver and release, to the fullest extent permitted by law, of any claim of negligence liability against the above-indemnified parties as a result of their providing consulting, advisory, or management assistance services to the Grantee. Notwithstanding anything to the contrary in this Agreement, the Grantee is not obligated to indemnify, hold harmless or defend Single Stop against any claim (whether direct or indirect) if such claim or corresponding Losses arises out of or results from, in whole or in part, Single Stop's gross negligence or willful misconduct. No part of this Article VI, Section 6.06 extends to the benefit of independent service providers that Single Stop pays to provide services to the Grantee.

**SECTION 6.07. Confidentiality.**

(a) Each party may in the course of performing this Agreement receive "Confidential Information" (as previously defined) from or relating to the other party. Each party will forever keep confidential and will not directly or indirectly reproduce, communicate, disclose or divulge to any person, firm, corporation, or partnership, including the media, or use for that party's own benefit or for the benefit of any other person, firm, corporation or entity, any of the other party's Confidential Information, except solely to perform that party's obligations under this Agreement, or except as may be: (i) otherwise authorized by the other party's Chief Executive Officer ("CEO") or the CEO's designate; or (ii) disclosed to such party's legal counsel or auditors who are bound by an obligation of confidentiality substantially the same as in this paragraph. Each party may disclose the other party's Confidential Information pursuant to applicable federal, state or local law or a valid order issued by a court of competent jurisdiction, provided that the receiving party shall first make commercially reasonable efforts to provide the disclosing party with: (i) prompt written notice of such requirement so that the disclosing party may seek, at its sole cost and expense, a protective order or remedy; and (ii) reasonable assistance, at the disclosing party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

(b) Each party agrees that money damages will not be sufficient to compensate a party for breach by the other party of this Article VI, Section 6.07 and therefore each party agrees to the remedy of specific performance in the event of such a breach.

**SECTION 6.08. Non-Competition and Non-Solicitation.** The Grantee acknowledges that Single Stop has a business interest in ensuring that its Confidential Information remain confidential and is not disclosed to third parties. The Grantee covenants and agrees that at all times during the Term of this Agreement and for a period of twelve (12) months after the termination of the Agreement, it shall not directly or indirectly (i) use any information it receives from Single Stop to engage in any action to conduct a Single Stop program in the absence of a business relationship with Single Stop, (ii) take any action which competes in any way with or interferes with the business interests of Single Stop, or (iii) induce, solicit or attempt to induce or solicit Single Stop's employees, customers, or potential customers for employment, or to work on or purchase any competing products or services. The Grantee shall be barred from establishing its own Single Stop or Single Stop-like services on its campus, or otherwise.

**ARTICLE VII  
EVALUATION AND DATA OWNERSHIP**

**SECTION 7.01. Evaluation.**

(a) Single Stop may evaluate the effectiveness of Grantee's programs at no extra cost to the Grantee. To aid its evaluation, Single Stop's staff or its agents may visit the Site(s) without notice. The Grantee agrees to cooperate fully with Single Stop in the evaluation process.

(b) Grantee agrees to abide by all relevant data sharing agreements with Single Stop where applicable;

(c) Grantee shall not allow evaluations of the Grantee's Single Stop program by or involving third parties without the prior written consent of Single Stop, as this could interfere with the integrity of Single Stop's evaluation efforts; and; and

(d) Grantee shall not make any significant changes to the implementation of Single Stop's model during the duration of the Evaluation or thereafter.

**SECTION 7.02. Data Ownership.** All Single Stop Data shall be owned exclusively by Single Stop. The Grantee and each Program Site shall have the right to store and process Single Stop Data solely as necessary in order to perform its obligations under this Agreement and as necessary to enable Single Stop to perform its obligations under this Agreement. The Program Sites shall not sell, license, rent, disclose, transmit or transfer Single Stop Data to any third party without the prior written consent of Single Stop. Upon any termination or expiration of this Agreement, unless it shall be renewed or extended, in which case this Clause shall apply to the termination or expiration of such renewed or extended Agreement, The Grantee and the Program Sites will (i) return to Single Stop within five (5) business days a complete file of all Single Stop Data in their possession or control (to the extent not previously provided to Single Stop) in a data format reasonably specified by Single Stop, and (ii) shall securely delete or destroy any residual copies of Single Stop Data which remain on their systems.

**ARTICLE VIII  
CORRECTIVE ACTION AND TERMINATION**

**SECTION 8.01. Corrective Action Plan.** A Grantee will be viewed as being subject to corrective action where the Grantee has not achieved seventy-five (75) percent of its prorated screening and/or service goals for a quarter. In addition, in many instances where the Grantee has not achieved any one or more of its Goals or is not on track to achieve any one or more of its Goals, usually for three (3) consecutive months, or is in breach of any one or more of its obligations under this Agreement, in all cases as determined by Single Stop in its sole discretion, in lieu of terminating this Agreement as provided in Article VIII, Section 8.03, Single Stop may request in writing that the Grantee enter into discussions regarding how Single Stop believes the Grantee needs to modify the performance of the Grantee so that the Goals may be achieved and the obligations may be performed. If for any reason the Grantee refuses to engage in such discussions or does so engage but is unable to agree (in a fully executed writing with Single Stop) to a corrective action plan, then Single Stop may still exercise its right under Article VIII, Section 8.03 to terminate this Agreement.

**SECTION 8.02. Suspension of this Agreement.** Single Stop shall have the right to suspend this Agreement and/or suspend part or all payments due under this Grant after giving the Grantee no less than (5)



business days written notice of its intent to suspend, and indicating the grounds upon which it intends to suspend the payments. Single Stop may suspend the Grant Agreement if it believes in its sole discretion, that it is reasonable to protect the interests of Single Stop and/or if it believes that the Grantee or any member of the Grantee's staff has committed an act which might reflect unfavorably or does materially and adversely affect the business reputation of Single Stop and its donors, including but not limited to misappropriation of money or other property, allegations of fraud, misfeasance, malfeasance, criminal behavior, grossly inappropriate conduct or any offense involving deceit, dishonesty or moral turpitude under federal, state or local laws or ordinances.

Single Stop may reinstate the Grant or payments withheld during the period of suspension, provided there is an appropriate resolution of any outstanding investigation or judicial proceeding, as determined in its sole discretion, arising out of the foregoing.

In the event that Single Stop finds it appropriate to do so, or reasonably believes that Grant funds have been misappropriated, Single Stop may demand or require the return of Grant funds.

**SECTION 8.03. Termination of this Agreement.** This Agreement will (except as to: Article VI, Sections 6.06, 6.07 and 6.08; Article IX, Sections 9.01 and 9.02; and Article X) terminate on the earliest to occur of (i) the last day of the Term, (ii) Single Stop notifying the Grantee that the Grantee has substantially breached a term of this Agreement, (iii) Single Stop notifying the Grantee that the Grantee has not made sufficient progress toward the Goals and that Single Stop has determined that the Grantee will not be able to satisfy the Goals or (iv) Single Stop notifying the Grantee of the determination by Single Stop under Article IV, Section 4.02(a) to terminate this Agreement.

## **ARTICLE IX GOVERNING LAW & VENUE**

**SECTION 9.01. Choice of Law.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW, OTHER THAN AS SET FORTH IN SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

**SECTION 9.02. Choice of Forum.** Each party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement and all contemplated transactions, including but not limited to, contract equity, tort, fraud and statutory claims, in any forum other than Federal District Court in Manhattan or, if such court does not have subject matter jurisdiction, the courts of the State of New York sitting in Manhattan, and any appellate court thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in Federal District Court in Manhattan or, if such court does not have subject matter jurisdiction, the courts of the State of New York sitting in Manhattan. Each party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

## **ARTICLE X MISCELLANEOUS**

**SECTION 10.01. No Arrangements.** This Agreement is not intended to create an employment, agency, partnership or joint venture relationship between the Grantee and Single Stop.

**SECTION 10.02. Enforcement.** Single Stop reserves the right to enforce the terms of this Grant, including by filing suit in a court of competent jurisdiction.

**SECTION 10.03. Survival.** Article VI, Sections 6.06, 6.07 and 6.08, Article IX, Sections 9.01 and 9.02, and Article X shall survive the termination of this Agreement and the end of the Term.

**SECTION 10.04. Costs.** Except as otherwise expressly provided in this Agreement, each party shall bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the activities contemplated herein.

**SECTION 10.05. Successors and Assigns.** The provisions of this Agreement shall bind and inure to the benefit of the successors and permitted assigns of the respective parties. Neither party may assign its rights or obligations herein without the prior written consent of the other party. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

**SECTION 10.06. No Waivers.** The waiver by either party of a breach of any provision of, or right under, this Agreement must be in writing and shall not operate or be construed as a waiver of any subsequent breach of the same provision or right, or of any breach of any other provision or right under this Agreement.

**SECTION 10.07. Supporting Documents.** The Grantee agrees to notify Single Stop of any changes affecting the validity and effectiveness of the supporting documents listed in Article IV, Section 4.01(b) during the Term of this Agreement. In the event of any such change, the Grantee agrees to provide Single Stop with new, valid and effective copies of any such supporting document.

**SECTION 10.08. Entire Agreement.** This Agreement, together with the Attachments, contains the entire understanding of the parties hereto, supersedes all previous oral or written understandings, representations or agreements to the extent that they relate to the subject matter hereof, and may not be amended or otherwise modified by either party unless such amendment or modification is in writing and signed by an authorized representative of each party.

**SECTION 10.09. Severability.** If any provision of this Agreement, or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect any other provision that can be given effect without the invalid provision or application, and to this end the provisions hereof shall be severable.

**SECTION 10.10. Section Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

**SECTION 10.11. Electronic Signatures.** This Agreement together with the Attachments may be signed using a digital signature or an electronic signature ("E-signature"). The parties agree that the signing of this Agreement with an E-signature indicates their intent to enter into this Agreement, and further that an Agreement

executed in such a manner will have the same effect as one signed by hand. Upon the execution of this Agreement, the Grantee may request a physical copy of the executed agreement.

**SECTION 10.12. Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall together be considered one and the same agreement.

## ATTACHMENT A

### SINGLE STOP PRIVACY AND INTEGRITY POLICY

#### Client Data

Single Stop USA, Inc. is committed, and requires that the Grantee be committed, to respecting the privacy of their clients and to complying with applicable federal, state and local privacy laws in order to maintain the confidentiality of certain client information. The Grantee, its employees (including the Grantee Staff), its volunteers and any other entities the Grantee associates with to perform the Agreement (hereinafter referred to collectively as the "Grantee Group") will collect certain client information (such as financial and health-related information), some of which is subject to federal and state privacy law (collectively, "Client Data"). The Grantee agrees to cause the Grantee Group to comply with the terms below (the "Policy"), to keep Client Data confidential and prevent its disclosure to any unauthorized third parties. Please read the following terms and conditions carefully.

The Grantee agrees to comply with, and to cause all of the Grantee Group and others who access Client Data to comply with, the following terms and conditions:

1. The Grantee will provide all clients with the Client Privacy Statement in the form attached to the Agreement prior to collecting any information from them. The Grantee will cause a member of the Grantee Group to (i) ask every client to read this Acknowledgement, and confirm that they understand it and (ii) require every client to sign it, but such signing of Attachment B shall be required only if the Grantee will enter client data in BEN and such client was not previously entered in BEN.
2. The Grantee will cause the relevant members of the Grantee Group to conduct benefits screening and counseling under conditions which are designed to protect the privacy and confidentiality of Client Data.
3. The Grantee will cause the Grantee Group to treat all Client Data as confidential and will take all reasonable steps to protect the privacy and confidentiality of such information, including complying with the terms of this Policy. The Grantee acknowledges that Single Stop owns all Client Data and other data provided to Single Stop by Grantee in the Approved Software, in required reports by the Grantee to Single Stop or otherwise.
4. The Grantee will cause the Grantee Group to not disclose any Client Data to any third parties, including other Single Stop volunteers or employees, except as reasonably necessary to enter such information into the Single Stop Approved Software in accordance with training provided by Single Stop. This means, without limitation, that no member of the Grantee Group will (i) discuss Client Data except with clients, Single Stop, and other members of the Grantee Group who have a need to access the Client Data in order to perform their official tasks; (ii) copy, print or leave open any unprotected documents containing Client Data; or (iii) leave computer screens unattended where Client Data may be viewed publicly.
5. The Grantee will cause the Grantee Group to keep all Client Data and client files and forms in a secure storage space under lock and key or, if stored electronically, protected by password, and the Grantee will not permit anyone other than properly authorized Single Stop employees or Grantee Group members from accessing such files and forms when necessary to perform their official tasks.
6. The Grantee will cause the Grantee Group to not remove any Client Data, in any form or media, from the Sites, and to not transmit such information over any network except as specifically directed in writing by Single Stop.

7. The Grantee will cause the Grantee Group to (i) establish and comply with adequate computer and data security procedures at the Sites, including procedures related to the use and storage of network IDs and passwords; (ii) not share Single Stop user ID's or passwords or other access codes to Client Data with anyone other than properly authorized Single Stop employees; and (iii) will exercise sound security practices when sending any emails containing personally identifiable Client Data outside of the Grantee Group, including whenever reasonable, the use of encryption.
8. Single Stop is committed to protecting the confidentiality of all Client Data received from clients who come to the Sites for services. The list below, while not comprehensive, is designed to make the Grantee Group aware of the types of Client Data that is private and confidential:
  - a. Name
  - b. Birth date
  - c. Social Security number
  - d. Driver's license or other government-issued identification number
  - e. Address information, including phone numbers, street addresses, and email addresses
  - f. Income or other financial information
  - g. Information regarding tax obligations or tax returns
  - h. Information on ethnicity, race, citizenship status, etc.
  - i. Credit and debit card account numbers and codes
  - j. Health and medical information
  - k. Personally identifying documents including birth certificates, utility bills, immigration documents, photo identification, etc.
  - l. Any other information pertaining to client eligibility for different types of benefits, including information related to eligibility for Medicare benefits
  - m. Any of the above relating to family members or relatives of a client.
9. The Grantee will cause the Grantee Group to comply with all applicable laws regarding the use and disclosure of Social Security numbers, and will not do any of the following:
  - a. Publicly post or display a client's Social Security number
  - b. Print a client's Social Security number on any access card or identification card, or on any materials that are mailed to or on behalf of the client (except when necessary on benefits applications or enrollment forms, or as otherwise required by state or federal law)
  - c. Transmit a client's Social Security number over the Internet on an unsecured connection
  - d. Use a client's Social Security number as an identifier or password to access any online website or program
10. The Grantee will immediately notify its Single Stop Program Officer if any member of the Grantee Group becomes aware of any breach of the privacy or security of Client Data or any threat to the privacy or security of Client Data. Circumstances under which the Grantee should notify the Program Officer include, but are not limited to, the following:
  - a. Any potential unauthorized access of Client Data by any third party, including any unauthorized employee or volunteer
  - b. Lost or stolen files or forms containing Client Data
  - c. Lost or stolen computers or wireless devices containing Client Data or the means to access such information
  - d. Lost or stolen passwords
  - e. Any accidental disclosure of Client Data to third parties, including any incidents of eavesdropping during benefits screening and/or counseling consultations with clients

- f. Any other actual or potential unauthorized disclosure of Client Data.
11. The Grantee understands that violation of any provision of this Policy may jeopardize the Grantee's relationship with Single Stop. In some cases, violations could lead to prosecution by federal, state or local authorities. Single Stop will fully cooperate with law enforcement in the investigation and prosecution of any violations of law involving misuse of Client Data.
12. The Grantee will advise all members of the Grantee Group of this Policy and require them to sign a copy of this Policy as set forth below. The Grantee will keep a copy of such signatures and send original to Single Stop.

### **Approved Software**

The Grantee agrees to cause each member of the Grantee Group to keep confidential all information related to the Approved Software and any database used by Single Stop and the Grantee Group to collect and track Client Data. This includes any and all information related to Single Stop's development of the Approved Software, information related to calculator or database content, programming, code, or any other intellectual property stemming from the Approved Software.

**NOTE:** Single Stop reserves the right to make changes to this Privacy Policy at any time and, upon written notice to the Grantee, the Grantee will comply with such changes.

### **Single Stop USA Statement on Programmatic Integrity**

**Compliance with Law:** Single Stop conducts its activities strictly in accordance with applicable laws. Single Stop requires its sites, site coordinators and site service providers to do the same. Submission of falsified or inaccurate paperwork is prohibited. Anyone who works at or with Single Stop sites is required to report any suspicious information and must not aid in the submission of any falsified information or other illegal activity. In addition, it is likewise both inappropriate, illegal and against Single Stop's policies to encourage, support, or assist clients in submitting applications with incorrect, incomplete or fraudulent information. No Single Stop site coordinator or Single Stop employee should ever engage in such conduct and should report any such conduct to Single Stop senior management immediately.

**Ethics:** Single Stop is committed to maintaining the highest standards of ethics, programmatic quality and integrity, honesty, confidentiality and safety, and works to combat fraud and abuse. We are truthful in our advertising and neither minimize nor overstate the human needs of those whom we assist. We demonstrate respect for the integrity, pride, beliefs and culture of the people whom we serve, respecting their dignity. We will not denigrate them in our advertising and promotion. We are committed to providing our services only to those individuals and families who are legally entitled to receipt of these supports under applicable law.

**Transparency:** We are committed to a policy and practice of full public disclosure of all relevant information concerning our goals, programs, finances and governance.

**Financial:** We accept no compensation or gifts of any sort from any of our clients, and pay no commissions or other similar fees for fundraising.

**Political/Solicitation Activities:** Single Stop resources are not used in partisan political activity and Single Stop employees and site staff may not, while on the job, engage in any type of partisan political activity. The selling of goods or services, advertising, and other similar for-profit activities by Single Stop employees and site staff in the work place or at sites are prohibited.

**Substance Abuse:** The use or possession of illegal drugs, the use of alcohol, or being inebriated or under the influence of illegal drugs is strictly prohibited in Single Stop offices or sites or while Single Stop employees or

site staff are on the job.

**Whistleblower Policy:** It is Single Stop's policy not to retaliate against anyone who in good faith reports wrongdoing or unethical behavior by Single Stop employees or site staff.

**Policy Regarding Suspicious Behavior by Clients**

If any member of the Grantee Group is suspicious that a client is attempting to obtain, or has obtained, governmental benefits or other services fraudulently or otherwise in a manner in violation of law:

1. The member must take action to avoid submitting what he or she believes to be fraudulent information to a government agency, and then follow the steps outlined in 2-3 below.
2. If what the member believes to be fraudulent information has somehow been submitted to a government agency, the member must promptly alert his or her direct supervisor (or, if not comfortable doing so, another senior official) at the Grantee.
3. At the same time the member must alert his or her Single Stop Program Officer (or, if not comfortable doing so, any of the three people mentioned in 4 below).
4. The person receiving any such alert must alert Single Stop's Chief Legal Officer, Chief Program Officer and, if relevant, Regional Director.
5. Single Stop's Chief Legal Officer will formulate a recommended course of action after consulting with the member and his or her direct supervisor, and, to the extent appropriate, involve the CEO and Board of Directors of Single Stop.
6. Neither the Grantee nor Single Stop should communicate with any form of media regarding these suspicions without first consulting with the other party, and each party should alert the other of any related media inquiries.

**Affirmation Regarding Privacy and Integrity Policy**

The undersigned hereby certifies that he or she has read and understood the terms and provisions of this Policy and agrees to abide by the terms of this Policy.

Name: \_\_\_\_\_

Affiliation: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT B

### CLIENT PRIVACY STATEMENT

#### Instructions for Coordinators

The following pages contain Single Stop's Client Privacy Statement (available in English and Spanish). This form must be signed by the Client prior to providing the Client with Single Stop services. All signed forms must be retained.

Please read the following out loud to Client prior to providing Client with Single Stop services, then hand Client the form to read. Please give Client at least five minutes to read and sign the form.

#### English

*I am about to ask you for some of your personal information. It is important that you read this document about your privacy rights and, if you are willing, sign it. If you have any questions, please let me know.*

#### Spanish

*Se encuentra a un paso de darme información personal e importante sobre usted. Es importante que lea este documento sobre sus derechos de privacidad y, si está dispuesto, lo firme. Si tiene alguna pregunta, por favor hágamelo saber.*



## Single Stop USA, Inc. Client Privacy Statement (English)

Single Stop USA, Inc. ("Single Stop") and our partners (collectively "we" or "us" or "our") are committed to respecting your privacy, complying with applicable federal, state and local privacy laws, and maintaining the confidentiality of information you provide to us. The benefits counselor is about to ask you for some information about yourself ("Personal Information"). Examples of Personal Information include: your name, address, telephone numbers, e-mail address, official identification numbers (e.g., driver's license), bank and credit card account numbers, information relating to family status, finances, employment, health and medical data, and government benefits entitlements. We collect this information only because we believe it is necessary to help you.

This document tells you how we will use and protect your Personal Information. ***It is important for you to read this!*** When you sign at the bottom, you are saying that you have read this and agree to it.

- **WHO WE ARE**

We are non-profit organizations that help people identify and obtain benefits to which they may be lawfully entitled. We are not the government. We are not a healthcare provider or insurance company. We are not a money lender, credit provider, or credit rating agency. *We do not provide funds or benefits, or guarantee eligibility for or receipt of any benefits.* We do not have the final say on whether you are eligible for benefits. We are not the actual source or provider of any benefits to which you may be entitled. It is not our fault if you do not get certain benefits or services, even if you believe that you should have them.

- **THIS IS OPTIONAL**

You do not have to give us any of your Personal Information, but you understand that without it, we may not be able to assist you.

- **PLEASE BE ACCURATE**

For us to be able to assist you, you need to be accurate with all of your responses. Please give the counselor only accurate information.

- **IT STAYS CONFIDENTIAL**

We are committed to keeping your Personal Information confidential. We will take all reasonable steps to protect its privacy and confidentiality. This includes instructing our volunteers and partners to also treat your information as confidential, in all the ways described by this policy. However, these volunteers and partners are not our employees and we do not control them. We are not responsible for their behavior regarding your Personal Information.

- **WE DO SOME SHARING**

We will share your Personal Information with third parties approved by us, such as legal and financial counselors, government service providers or tax partners, in order to provide you with additional services. We will also share your information if the law requires us to share it, or if you give us permission to share it.

- **WE STORE YOUR INFORMATION**

Single Stop USA will store your Personal Information in case you want to use more of our free services, so that you do not have to answer these questions again. We will keep it and use it within our non-profit organization in pursuit of our mission of reducing poverty.

- **WE KEEP GROUP DATA**

We keep what is called "aggregate data" about everyone who uses Single Stop's services. This data is not connected to your name or identity. We either remove or use technology to mask your identity, then pool your data with that of our other clients. We put it all together, then study it to help us "see the big picture" and get better at what we do. We might share this aggregate, de-identified data with potential donors, partners, or other entities in order to promote Single Stop.

- **YOU MAY SEE OR FIX YOUR INFORMATION**

Whenever you want, you can ask us for a copy of all the Personal Information that we have saved about you. If anything is inaccurate, please ask us to fix it and we will try our best to make the appropriate corrections.

- **YOU CAN CHANGE YOUR MIND**

If you ever change your mind about letting us store and use your Personal Information, just let us know in writing. We will then try our best to remove it from our system according to our rules.

**Client Name:** \_\_\_\_\_

**Client Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Single Stop USA, Inc. Declaración de Normas de Confidencialidad del Cliente (Español)

Single Stop USA, Inc. ("Single Stop") y nuestros socios (denominados colectivamente en lo sucesivo como "nosotros" o "nuestro") se comprometen a respetar su privacidad, acatar las leyes de privacidad federales, estatales y locales pertinentes, y proteger la confidencialidad de la información que usted nos proporciona. El consejero de beneficios está a un paso de preguntarle sobre determinada información suya ("Información Personal"). Algunos ejemplos de dicha información incluye: su nombre, dirección, números de teléfono, dirección de correo electrónico, números de identificación oficial (por ejemplo, el número de su licencia de conducir), números de cuenta bancaria o de tarjetas de crédito, información relacionada con su estado civil, finanzas, empleo, datos de salud y médicos, y derechos a beneficios gubernamentales. Nosotros obtenemos esta información únicamente porque consideremos que es necesaria para proveerle asistencia.

La finalidad de este documento es informarle de nuestras normas acerca del uso y protección de su Información Personal. **¡Es importante que lea esto!** Al firmar este documento, usted reconoce que ha leído y acepta lo siguiente:

- **QUIÉNES SOMOS**

Somos una organización nacional sin ánimo de lucro que ayuda a la gente a solicitar beneficios a los que puedan tener derecho por ley. No somos el gobierno. No somos un proveedor de servicios médicos ni una compañía de seguros médicos. No somos una compañía prestamista, ni proveedora de crédito o agencia de calificación crediticia. No proveemos fondos o beneficios o garantizamos la elegibilidad para ningún beneficio o la obtención del mismo. No es nuestra responsabilidad si usted no obtiene ciertos beneficios o servicios, aun cuando considere que debería haberlos obtenido.

- **ES OPCIONAL**

Usted entiende que no está obligado a proporcionarnos ninguna Información Personal si no desea compartirla con nosotros y reconoce que sin dicha Información Personal, quizás no podamos ayudarle.

- **HAGALO CORRECTAMENTE**

Pare poder asistirle de la mejor manera, usted debe responder a las preguntas con información correcta. Por favor proporcione sólo información correcta al consejero.

- **ES CONFIDENCIAL**

Estamos comprometidos a mantener la confidencialidad de su información personal. Tomaremos todas las medidas razonables para proteger su privacidad y confidencialidad. Esto incluye el entrenamiento de nuestros voluntarios y socios en el uso confidencial de su información personal, tal y como se describe en esta norma. No obstante, ellos no son nuestros empleados y no tenemos control sobre ellos. No somos responsables por sus acciones en relación al uso de su Información Personal.

- **A VECES COMPARTIMOS SU INFORMACIÓN**

Para poder proporcionarle servicios adicionales, compartiremos su Información Personal con terceros bajo nuestra aprobación, como proveedores de consultoría legal o financiera, proveedores de servicios gubernamentales o socios responsables de asuntos fiscales. También compartiremos su información si la ley lo requiere, o si usted nos autoriza a compartirla.

- **MANTENEMOS SU INFORMACIÓN**

Single Stop USA mantendrá su Información Personal en caso de que usted desee usar más de nuestros servicios gratuitos y así no tenga que responder a estas preguntas de nuevo. Dicha información la mantendremos y usaremos dentro de nuestra organización sin ánimo de lucro en busca de nuestro objetivo de reducir la pobreza.

- **DATOS AGREGADOS**

Mantenemos "datos agregados" sobre todas las personas que usan los servicios de Single Stop USA. Estos datos no están relacionados con su nombre o identidad. Eliminamos u ocultamos, mediante el uso de tecnología, su identidad para después combinarla con datos de otros clientes. Esta información es organizada y estudiada con el propósito de obtener una visión general de nuestro trabajo y poder mejorar nuestros servicios. Es posible que compartamos estos datos agregados sin información identificable con potenciales donantes, socios u otras entidades, con el objetivo de promover Single Stop USA

- **USTED PUEDE VER O CAMBIAR SU INFORMACIÓN**

En cualquier momento podrá pedirnos una copia de toda la Información Personal que hemos guardado sobre usted. Si existe alguna inexactitud, pídanos arreglarlo y trataremos de hacer todo lo posible por hacer las debidas correcciones.

- **USTED PUEDE CAMBIAR DE PARECER**

En cualquier momento que cambie de idea con respecto a la posesión y uso de su Información Personal por nuestra parte, simplemente háganoslo saber por escrito. Haremos todo lo posible por eliminar esta información de nuestro sistema de acuerdo a nuestras políticas.

**Nombre del Cliente:** \_\_\_\_\_

**Firma del Cliente:** \_\_\_\_\_

**Fecha:** \_\_\_\_\_

## ATTACHMENT C

### REPORTING INSTRUCTIONS

Single Stop requires all of its grantees to submit reports in order to allow Single Stop to have consistent data. Grantee is required to submit Monthly reports, an interim report, and/or a final report according to the schedule in Section 3.02 of the Grant Award Agreement. All reports must be submitted electronically to [reporting@singlestop.org](mailto:reporting@singlestop.org) with a carbon copy to the Program Officer noted in Section 5.01 of this Grant Award Agreement by the due date stated above.

1. Monthly Reports consist of (i) a compilation of aggregate data relating to tax preparation outcomes including number of returns filed, number of returns with E.I.T.C. (and E.I.T.C. refund amount), number of returns with C.T.C. (and C.T.C. refund amount) and overall refund amount.
2. The Interim Report is a narrative of no more than three pages which provides (i) a synopsis and update outlining the broad highlights of the Grantee's performance under the Agreement during the preceding two calendar quarters, placing particular emphasis on the Goals listed in Section 4.02 of the Grant Award Agreement that the Grantee is **not** on track to meet by the end of the Term and (ii) any analysis or explanation of the numbers for such two quarters that is relevant to your performance.
3. The Final Report constitutes (i) detailed answers to questions separately delivered to Grantee 4 weeks before the due date and should be limited to eight pages of text. Topics covered in the Final Report include: (i) progression toward program goals, (ii) collection of client stories, (iii) updates on organizational staffing and finances, (iv) program budget, and (v) proposal for renewal

Note that (i) if you have requested a renewal of the Grant, we will be taking into account as much data as is available for your request and (ii) if you have any questions, comments or problems, please do not hesitate to contact your Program Manager or Program Director.

## **ATTACHMENT D**

### **APPROVED SOFTWARE LICENSING AND RELATED RESTRICTIONS**

The Grantee (i.e. the "Licensee") and Single Stop agree as follows:

1. Single Stop hereby grants to Licensee a limited, non-transferable, non-sublicensable, non-exclusive license and right to use the Approved Software solely for purposes of performing this Agreement. All rights not expressly granted to the Licensee are reserved by Single Stop.
2. The Licensee shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make the Approved Software or the Content available to any third party in any way, (ii) modify or make derivative works based upon the Approved Software or the Content, (iii) "frame" or "mirror" the Approved Software or the Content on any other server or wireless or internet-based device, or (iv) reverse engineer the Approved Software, or otherwise infringe upon Single Stop's intellectual property rights contained in the Approved Software or in the Content. "Content" means all copyrightable content and trademarks owned or licensed by Single Stop and accessible to the Licensee or the Program or Site Staff while operating the Approved Software, including without limitation text, video, graphics, sound recordings, program descriptions and questionnaires incorporated into the Approved Software, but Content does not include information about the clients.
3. Only persons who have completed their Approved Software training with Single Stop and who have received their own USER ID, shall be permitted to use the Approved Software. Licensee's employees are not permitted to share USER IDs.
4. The Licensee acknowledges that (i) the Approved Software and the Content are proprietary and unique to Single Stop and (ii) Single Stop is the owner of all copyrights, patents, trademarks, trade secrets and all other intellectual or proprietary rights in or relating to the Approved Software and the Content.
5. The Licensee is responsible for ensuring that all Program or Site Staff and other agents or employees of the Licensee comply with the terms of this Agreement. The Licensee shall (i) notify Single Stop immediately of any known or suspected unauthorized use of any password or account, or any other known or suspected breach of security and (ii) report to Single Stop immediately any unauthorized copying or distribution of the Content by the Licensee, the Program or Site Staff or any other employees or agents of the Licensee.
6. THE APPROVED SOFTWARE IS OFFERED TO THE LICENSEE "AS IS". NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TIMELINESS, COMPLETENESS, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM COMPUTER VIRUS IS GIVEN WITH RESPECT TO THE APPROVED SOFTWARE. NEITHER SINGLE STOP NOR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL BE HELD LIABLE TO THE LICENSEE OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSSES WHICH MAY RESULT FROM THE USE OF THE APPROVED SOFTWARE.

## **ATTACHMENT E SITE SPECIFICATIONS**

### Section 1 – General Operations

1. Space – Grantee shall provide space, including some private space, for Site Staff to counsel clients each day of the week. Grantee shall also provide some separate space for applicable financial coaches, legal counselors, and tax preparers to work with clients, as befits their scheduled work for Single Stop.
2. Oversight – Grantee’s senior administrative staff will oversee all on-Site programming, including the use of Single Stop resources and materials and the direct management of Program or Site Staff, and will aid in the delivery of all required information and reports to Single Stop in a timely fashion. In addition, Grantee senior staff will work with the Single Stop Site Lead(s) to facilitate the integration of Single Stop services into the regular operations of the Grantee, e.g., actively supporting the process of effective client outreach, targeting and follow-up and working with on-Site staff and with Single Stop to maintain consistently high Site traffic. Grantee will ensure that the Site/Program Staff perform the job duties set forth in the job description.
3. Furnishings – Grantee shall provide a desk for each member of Site Staff, a phone, and a computer with Internet access.
4. System Requirements – Grantee’s computing equipment shall satisfy these minimum requirements:
  - a. Microsoft Windows 7 Service Pack 1, 32/64 bit
  - b. 2.5 GHz Processor
  - c. 2 GB Ram
  - d. 10 GB Hard drive space
  - e. Internet Explorer Version 9
  - f. Microsoft Office 2013
  - g. Active Windows Firewall
  - h. High-speed internet connection
  - i. Fully up to date Antivirus software (e.g. Eset, Avast, Kaspersky)

### Section 2 – Free Tax Preparation Services

1. Location – Tax assistance sites should be conveniently located to the Sites so that clients can easily access the site. Sites should be convenient to public transportation.
2. Space – Tax Sites require *dedicated* space of approximately 500 square feet:
  - a. Space for a minimum of 3 to 4 work stations (with some privacy) and small waiting area;
  - b. Multiple electrical outlets (adequate for a copier and printers);
  - c. Access to telephone, modem and DSL connection(s), whether existing or newly installed;
  - d. Handicapped accessible a plus;
  - e. Secure storage for project equipment and confidential documents, e.g. locked filing cabinets.
3. Hours – Tax Sites will operate from mid-January through mid-April. Tax staff will need access to the Site beginning approximately January 15 through April 23. Hours will be determined jointly in partnership with Single Stop, tax providers and the Grantee in order to maximize volume.
4. Access – Site and Program Staff need access to the Site(s) approximately 30 minutes before opening and up to one hour after closing, for set-up/close-down, transmitting returns and paperwork.
5. TaxWise – Our tax providers use this software system to prepare and file income tax returns. Grantee shall maintain the current recommended system requirements such that Site and Program Staff can provide tax assistance services with ease.
6. Other Site needs:
  - a. Tables/desks (4-6) and chairs (18-20)
  - b. Locking file cabinet
  - c. Detailed outreach plan
  - d. Access to appropriate IT department staff.

### Section 3 – Financial/Legal Services (in addition to Section 1, items 1 and 2)

1. Internet access for a laptop used by the financial coach;
2. Access to a site printer through the laptop;

3. Access to a phone;
4. A two-drawer filing cabinet that can be locked; and
5. Occasional access to a copier limited to copying certain relevant client documents.