



MEMORANDUM OF UNDERSTANDING
between
Chabot–Las Positas Community College District, DBA Tri-Valley One-Stop Career Center
and
United Way Bay Area

This Memorandum of Understanding (MOU) sets forth the terms and conditions that define the relationship between United Way Bay Area (UWBA) and Chabot–Las Positas Community College District, DBA Tri-Valley One-Stop Career Center (Grantee). Please sign - either digitally or in writing - and no later than **October 21, 2019**. Email signed and scanned copy to census2020@uwba.org and send hard copy to:

United Way Bay Area
Attention: Ray Li
550 Kearny Street, Suite 1000
San Francisco, CA 94108

Funding Area: Census 2175

Project Title: Census – Bay Area Counts 2020

Grant Amount: \$15,000

Payment Schedule: ^{November 30} October - \$9,000 (60%) and January - \$6,000 (40%)

Grant Period: November 20, 2019 – July 31, 2020

EIN #: 94-1670563

Grantee acknowledges and agrees that UWBA, at its sole discretion, shall:

- Conduct a fundraising campaign to support the outcomes identified for community impact in Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara and Solano counties;
- Include Grantee in specific promotions and printed materials;
- Communicate the outcomes achieved by Grantee to UWBA's donors and the community.

The Grantee, in accepting funds from UWBA, agrees to adhere to all the terms and conditions contained in this MOU, including:

I. Delivery of Program Activities and Reporting:

- Completion of all program activities and delivery of all program outcomes as summarized in Scope of Work: Exhibit A. Modification in projected activities or outcomes or change in the use of UWBA funds is prohibited without prior written approval by UWBA. UWBA also reserves the right to request that the Grantee works with UWBA staff to modify projected outcomes or make other relevant programmatic changes. Participation in an interim site visit or phone contact during the grant period, as requested by UWBA.
- For reporting requirements, please see Scope of Work: Exhibit A.
- Late or incomplete submission of the report, lack of participation in other communication or data collection efforts, or failure to fulfill other items in this agreement, may result in grant payments being withheld and/or may jeopardize future funding.

II. Financial Reporting Requirements:

Grantee must ensure all expenses are allocable and allowable according to the state funding source. At the request of UWBA, the Grantee will provide an expenditure report (on a UWBA template) and the supporting documents. Supporting documents include:

- Line item report of each staff member working on the grant, by position. Each line item should be supported by timecards (signed by employee and supervisor) that show last name of employee, percentage of time spent on grant versus other duties, and position title.
- Payroll registers, including actual salaries and benefit figures for each employee whose time is charged to the grant.
- If charging rent against the grant, you may be required to produce your lease agreement to verify total rent. You may be asked to provide a brief memo or document showing the methodology for allocating rent.
- Contracts/MOUs with the various organizations involved with the grant (if applicable).
- Copies of bills and checks for telephone, audit fees, office supplies and all other payables related to grant funding.
- A highlighted copy of the general ledger showing each grant expense has been recorded in the Grantee's financial records.
- Documented policies and procedures for allocating expenses against the various grants (i.e. how the percentage charged to each grant is determined).

III. Compliance Requirements:

Grantee acknowledges that payments made to Grantee under this agreement are paid with state funds from the California Complete Count – Census 2020 Office (CA Census Office), and therefore Grantee is subject to the same requirements and regulations as Grantor.

IV. Anti-Trust Claims:

By signing this agreement, the Grantee hereby certifies that if these services or goods are obtained by means of competitive bid, the Grantee shall comply with the requirements of the Government Codes Sections set out below:

The Government Code Chapter on Antitrust claims contains the following definitions:

Code 4550

- (a) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the state or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- (b) "Public purchasing body" means the state or the subdivision or agency making a public purchase

Code 4552

- In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

- The preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

Code 4553

- If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

Code 4554

- Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

In state contracts, the preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement. Such disclosures shall be forwarded to UWBA.

V. Access to Records:

UWBA, the State awarding agency (whose funds are being used to pay Grantee), the Department of General Services, the Bureau of State Audits, or any of their designated representatives, shall have access to any books, documents, papers and records which are directly pertinent to this agreement for the purpose of making audits, examinations and transcriptions. Grantee is subject to Audits of States, Local Governments, and Non-Profit Organizations. Therefore, as a recipient of a UWBA award, Grantee is also subject to a financial review by UWBA or an auditing firm chosen by UWBA to ensure compliance with the rules and regulations of the various governing requirements contained within this agreement. As such, Grantee agrees to the following:

- Cooperate with UWBA during the term of the grant and assign one individual as a contact person during any required UWBA financial review.
- Agrees to take action and improve organizational procedures or processes that UWBA deems to be in violation of the grant or state grant management best practices.

VI. Required Documentation:

During any financial review that might be required, UWBA will likely have several documentation requests with which Grantee will be required to comply. The Grantee is expected to comply with these requests in a timely and complete manner.

VII. Allowable Costs:

To be **allowable** under an award, costs must meet the following general criteria:

- a. All costs shall be reported using a "modified accrual" or "accrual" method of accounting
- b. Funds may not be used to pay for alcoholic beverages, bad debts, charitable contributions or donations, contingency reserves, fines and penalties resulting from violations of state and local laws and regulations, fundraising, goods and services for personal use of employees,

idle facilities unless necessary due to fluctuations in workload, insurance of lives of trustees, officers or employees when grantee is a beneficiary, lobbying costs, food, or entertainment.

A cost is **allocable** to a State award if it is treated consistently with other costs incurred for the same purpose in like circumstances and if:

- a. Is incurred specifically for the award.
- b. Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received, or
- c. Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

VIII. Debarment and Suspension:

No contract shall be made to parties listed on the General Services Administration's Debarment List. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible or voluntarily excluded from covered transactions by any state or local department. Contractors shall provide UWBA with the required certification regarding its exclusion status and that of its principal employees.

IX. Audit and Certificate of Insurance:

Submission of an annual audit (with application) of the Grantee's financial statements for its most recent fiscal year if the organizational budget is greater than \$250,000; financial review if its annual budget is between \$100,000 and \$250,000, or the Grantee has been operating for less than one year; or internal financial statements if its annual budget is less than \$100,000.

Addition of UWBA as an additional insured under the Grantee's general liability insurance. Grantee, at its expense, agrees to maintain policies of (i) general liability insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate to cover any such claims and (ii) property insurance in an amount necessary to cover any property Grantee uses to provide services under this Agreement. Please submit a copy of Grantee's certificate of insurance naming UWBA as an additional insured by **October 21, 2019**.

X. Collective Bargaining:

Recognition of the right of Grantee employees to join labor organizations and to bargain collectively through representatives of their own choosing without coercion or intimidation.

XI. Non-Discrimination Policy & Employment of Assistants:

Adoption and practice of a non-discrimination policy acceptable to UWBA whereby the Grantee actively seeks to hire and promote individuals, recruit volunteers, and provide services to individuals without regard to race, creed, religion, color, sex, sexual orientation, disability, marital status, veteran status, national origin, or age.

Grantee agrees to comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of State Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

XII. Marketing and Communications:

Acknowledgment and identification of United Way Bay Area as a support organization on all published material related to the subject matter of the grant award. All external communications regarding United Way will follow the attached Communications Guidelines. The logo can be found online at: <http://www.uwba.org/campaign-resources>.

XIII. Indemnification:

The Grantee shall indemnify and hold harmless UWBA, its directors, officers, employees and agents against any and all liability, loss or expense imposed or claimed, including attorney's fees and other legal expenses arising directly or indirectly from any act or failure to act by Grantee or Grantee's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Indemnification shall extend to any breach of, improper or unauthorized use, disclosure, or handling of confidential information or personally identifiable information in the course of the Grantee's work as described in Exhibit A.

XIV. Personally Identifiable Information (PII):

- For purposes of this Agreement, "Personally Identifiable Information" shall mean any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means.
- Grantee will maintain reasonable administrative, physical and technical safeguards for the security, confidentiality and integrity of any PII collected or stored in the course of these grant activities.
- For purposes of this Agreement, a "Breach" shall mean any information security event that violates Grantee's data security policies and procedures, and/or impacts or has the potential to impact the confidentiality, integrity, or availability of the Grantee's data or United Way's information systems or PII.
- The Grantee shall report any confirmed or suspected Breach to United Way immediately upon discovery both orally and in writing, but in no event more than (3) days after Grantee reasonably believes a Breach has or may have occurred. Grantee's report shall identify: (i) the nature of the unauthorized access, use or disclosure, (ii) the Personal Information accessed, used or disclosed, (iii) the Person(s) who accessed, used, disclosed, and/or received Personal Information (if known), (iv) what the Grantee has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and (v) what corrective action Grantee has taken or will take to prevent future unauthorized access, use or disclosure. Grantee shall provide such other information, including a written report, as reasonably requested by United Way. In the event of a suspected Breach, Grantee shall keep United Way informed regularly of the progress of its investigation until the uncertainty is resolved.

XV. Termination:

- The State awarding agency, California Complete Count – Census 2020 Office (CA Census Office), may terminate this Agreement and be relieved of any payments if UWBA is not performing satisfactorily.
- In the event the CA Census Office suspends, terminates, and/or makes changes to the Census activities to be performed under its Agreement with UWBA, UWBA shall notify its own sub-grantees in writing within five (5) days of receipt of notice of such action.
- Failure by the Grantee to adhere to any of the above terms and conditions may result in termination of this MOU and all funding at UWBA's sole discretion.

For Nonprofits: The Grantee attests to the fact that it is an independent non-profit 501(c)(3) public benefit corporation incorporated under the laws of the State of California, that its programs and administrative functions are managed by its independent board of directors and staff, and that the Grantee and the agents and employees of the Grantee shall act in an independent capacity and not as officers, employees, or agents of UWBA.

For Government Entities: The Grantee attests to the fact that it is a government affiliated organization; therefore exempt from Federal Income tax and cities application Internal Revenue Code sections pertaining to deductible contribution and income exclusion and that its programs and administrative functions are managed by its independent board of directors and staff, and that the Grantee and the agents and employees of the Grantee shall act in an independent capacity and not as officers, employees, or agents of UWBA.

USA Patriot Act Certification of Compliance

I hereby certify on behalf of _____ (Please print your Organization Name, a requirement for release of funds) that all United Way funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statues and executive orders.

This MOU shall be signed and returned to UWBA by October 21,2019 and shall remain in effect until July 31, 2020 unless terminated by UWBA as provided herein. No payments will be released until (1) the signed Memorandum of Understanding (MOU) is returned to UWBA, (2) a copy of the organization's certificate of insurance naming UWBA as an additional insured is returned to UWBA, and (3) any special conditions requested by UWBA are met.

Signature
Grantee Chief Professional Officer
(Executive Director, CEO, President)

Date

Chabot-Las Positas Community College District, DBA Tri-Valley One-Stop Career Center

Vice Chancellor, Business Services
Title

Doug Roberts
Print Name

Grantee Chief Professional Officer
(Executive Director, CEO, President)

Chabot-Las Positas Community College District, DBA Tri-Valley One-Stop Career Center

Kelly Batson
Senior Vice President, Community Impact
United Way Bay Area

Date

Payments will be delayed if any of the following is missing:

- Name of your organization must be printed under the USA Patriot Act Certification (above)
- Date your board adopted this MOU must be entered (above)
- An updated copy of your Certificate of Liability Insurance policy naming UWBA as an additional insured, as outlined in the MOU. Providing proof of insurance is not sufficient. Grantee must contact insurance broker to amend coverage to include UWBA as an additional insured, which must be stated on the Certificate. This certificate must provide coverage for the full grant period.



Scope of Work: Exhibit A

Grantee Name: Chabot–Las Positas Community College District, DBA Tri-Valley One-Stop Career Center

Fiscal Year: FY20

Project: Bay Area Counts 2020 | Census Outreach & Education

As a recipient of a grant from United Way Bay Area, you are responsible for the following grant deliverables and reporting requirements.

Grant Deliverables

Activities will be conducted in **English, Spanish, Cantonese, Mandarin, Punjabi and Tagalog**

Activities include:

1) Operate a QAC at the career center.

For Questionnaire Assistance Centers (QACs)

- Operate QAC(s) according to the QAC directory document submitted on or before 5pm Oct 21, 2019 (see “Reference Attachments”)
- Notify UWBA about any changes to QAC operating schedule during monthly reports
- Follow the guidelines and instructions as provided in the Bay Area Counts 2020 QAC Toolkit (to be provided Oct / Nov 2019)
- Promote the presence and availability of the QAC(s) beginning Feb 15, 2020 at the latest
- Attend a virtual train-the-trainer session for QAC operators (Jan / Feb 2020)
- Hold at least one (1) training session for QAC staff/volunteers (Feb / Mar 2020)

All grantees are asked to:

- Reference or utilize the Bay Area Counts 2020 campaign toolkit materials where possible to ensure consistency in messaging
- Encourage participation of clients/partners in regional texting campaign to enable easy follow-up & reporting
- Attend virtual Bay Area Counts 2020 regional convenings (4-6 calls between Oct 2019 and Aug 2020)
- Attend monthly virtual Regional Update meetings (3rd Monday through Aug 2020)
- **CANVASSING ORGANIZATIONS ONLY:** Attend a virtual train-the-trainer session for canvassing organizations (Dec / Jan 2020)

Reporting Requirements

- Grantees must email a report to census2020@uwba.org using the UWBA reporting spreadsheet (to be provided by UWBA late Oct 2019) according to the following schedule:
 - Nov 11, 2019
 - Dec 9, 2019
 - Jan 13, 2020
 - Feb 10, 2020
 - Mar 9, 2020
 - Apr 13, 2020
 - May 11, 2020
 - Jun 8, 2020
 - July 13, 2020

- Grantees must submit a final report by August 15, 2020. Template will be provided by UWBA in Feb 2020.

Reference Attachments (if applicable)

- Questionnaire Assistance Centers: QAC directory update template

Communications Guidelines

Congratulations on Receiving a United Way Bay Area (UWBA) Grant!

We look forward to working in partnership with you to create positive community impact. In order to engage United Way donors—whose contributions serve as the foundation for our grants—UWBA must demonstrate results, while creating a consistent brand experience in our communications. We are also committed to helping your organization enhance its reputation around the important work you do in the community. The following *Communications Guidelines* outline the specific requirements and opportunities for co-branding and awareness building around the grant project.

Communications Requirements

The following guidelines describe the co-branding requirements. Essentially, we would like you to provide guidance on various marketing and promotional activities that your organization may implement after receiving your UWBA grant.

Grant-Related Communications

We ask that you include United Way Bay Area's name on all printed or electronic communications related to the grant project during the grant cycle. These communications may include: website content, advertising, newsletters, fliers, event invitations, brochures, informational hand-outs, signs, posters, banners, press releases, and promotional giveaways. We also request that you mention UWBA's partnership when making presentations related to the funded program.

When appropriate, include the UWBA logo when referencing us in your communication materials and follow the "UWBA Brand Usage Guidelines," both available: <https://uwba.org/campaign-resources/>. UWBA's marketing department is available to help if needed at marketing@uwba.org.

Additional Opportunities

Announcing your UWBA Grant

UWBA has marketing resources to help you promote your community work and your partnership with us. Once you have completed all the initial grant agreement requirements, we can work with you to develop communications that announce our new or continued partnership. We ask that you keep us apprised of your public and media relations plans throughout the course of the grant cycle so that we can continue to promote your good work.

Press Release

UWBA's Chief Marketing Officer is available to help with creating a media strategy for distributing a mutually agreed upon joint statement to the local media announcing the grant/partnership. Once your MOU is signed, you may contact our marketing team at marketing@uwba.org to work together to develop a press release.



Email announcement

Another way to garner continued visibility for your work is to distribute an email to your constituents and your Board of Directors announcing the UWBA grant. UWBA's marketing team is happy to work with you to draft this announcement if you desire assistance.

Spreading Awareness

Testimonials and Success Stories

Personal stories about how your program and our partnership improves the lives of individuals and families throughout the Bay Area are the most compelling way to capture the attention of the media, the public and donors. We share these stories in our marketing materials, where we highlight the results that donor dollars support.

Please share any client success stories (written or verbal). See your grant agreement for any requirements around client success stories.

Speaking Engagements

As a grantee, you will be invited to join United Way's Speaker's Bureau, which annually organizes presentations at Bay Area workplaces during UWBA's fundraising campaign. To participate, you must complete UWBA's speaker training. UWBA provides may be able to provide a stipend for partners who speak on our behalf during campaign.

Networking

UWBA is proud of our partnership and wants to participate in as many networking opportunities as possible. Therefore, please keep us informed in advance about events hosted by your organization, such as fundraising, networking and/or award events so that we may attend. UWBA hosts events throughout the year and will invite you to ones that are relevant to your region and/or focus.

Communications

In your grant performance reports, please include examples/copies of all the communications materials described above, as well as any publicity (video news clips, newspaper articles, etc.) related to your activities that are funded by UWBA. You may share this information with your UWBA program contact throughout the course of the year; however, it should also be included in your final reports.

UWBA Co-Branding Agreement

Signing this agreement certifies that you have read and understand the UWBA Communication Guidelines for Grantees, and as your organization conducts marketing and promotional activities related to your UWBA grant project, it will adhere to the guidelines described above,



To support UWBA's communications planning, please indicate on the list below which activities your organization anticipates conducting during the course of this grant cycle. Check yes, if applicable. Leave blank, if no.

Website update/creation	<input checked="" type="checkbox"/> Yes
Advertising	<input type="checkbox"/> Yes
Newsletter (print or electronic)	<input checked="" type="checkbox"/> Yes
Flyers	<input checked="" type="checkbox"/> Yes
Invitations	<input type="checkbox"/> Yes
Brochures or informational handouts	<input type="checkbox"/> Yes
Signs, posters, banners, promotional giveaways	<input checked="" type="checkbox"/> Yes
Press release(s)	<input checked="" type="checkbox"/> Yes
Participate in UWBA link-exchange program	<input type="checkbox"/> Yes
Email announcement to your constituents about the UWBA grant	<input type="checkbox"/> Yes
Participate in the UWBA Speakers Bureau	<input type="checkbox"/> Yes
Give speeches or presentations about the grant project	<input type="checkbox"/> Yes
Host networking events	<input checked="" type="checkbox"/> Yes
Convene board meetings	<input type="checkbox"/> Yes

On behalf of CLPCCS / Tri-Valley Career Cntr [organization name],

I, Sarah Holtzclaw [grantee contact],

certify that I have read and understand the UWBA Communication Guidelines for Grantees. I will share these guidelines with all appropriate members of my organization to ensure we adhere to them as we conduct marketing and promotional activities related to our UWBA grant project.



 Grantee Primary Contact Signature

10-23-19

 Date