



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). It is effective as of **September 1, 2017**. Once we receive a copy of this MOU, signed—either digitally or in writing—by a person with authority to bind your organization financially and programmatically, we will countersign and return a fully executed copy to you. Please email signed MOU to rli@uwba.org or send hard copy to United Way Bay Area | *Attention:* Ray Li | 550 Kearny, Suite 1000 | San Francisco, CA, 94108

Funding Area: Earn It! Keep It! Save It! – Cost Center 2137

Project Title: Volunteer Income Tax Assistance (VITA)

Grant Amount: \$11,000

Payment Schedule: February (60%) and June (40%) and June (\$1,000 or \$500 bonus payment, if applicable)

Grant Period: September 1, 2017 – May 31, 2018

Federal Tax ID/EIN Number: 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, UWBA's donors and the community.
- UWBA will make every effort to issue payment in 2 installments per the schedule outlined above. Payments will be issued in the month noted above based on the availability of funds and whether the requirements listed below are met by the dates requested.
- In the event that UWBA cannot make the payment due to unforeseen circumstance, we will notify the Grantee and will revise the payment date on the agreement if necessary.

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

DELIVERY OF PROGRAM ACTIVITIES AND OUTCOMES:

Completion of all program activities and delivery of all program goals as summarized in **Exhibit A – Scope of Work**. 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.

REPORTING REQUIREMENTS

- Participation in an interim site visit or phone contact during the grant period, as requested by UWBA.
- Submission of a final report by May 15, 2018. The final report template will be provided by United Way Bay Area. The template will be provided to grantees no later than January 15, 2018.
- 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.

USE AND REVERSION OF FUNDS

- Return to United Way Bay Area funds not expended for the purposes agreed to by UWBA.

AUDIT AND CERTIFICATE OF INSURANCE

- Submission of an annual audit 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 as of the **start date of the grant period. The certificate must be valid to June 30, 2018.**

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.

NON-DISCRIMINATION POLICY

- 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.

PARTICIPATION IN FUNDRAISING CAMPAIGN

- Participation in UWBA's fundraising campaign, which may include: a) soliciting of Grantee's board members and staff, b) speaking on behalf of the Bay Area Community Fund at campaign events after attending Speakers' Training, c) being listed in all relevant campaign materials, and d) submitting success stories as requested.

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 be submitted first to UWBA for its review and approval (see attached Communications Guidelines). The logo can be found online at: <http://www.uwba.org/toolkit>

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.

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.

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.

TERMINATION

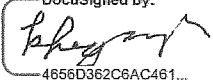
- Either the Company or Grantee may terminate this agreement, in whole or in part, at any time and for any reason by giving the other party thirty (30) days' prior written notice of such termination. Further, either party may terminate this Agreement immediately in the event that: (i) the other assignment for the benefit of creditors or admits in writing its inability to pay debts as they mature; (ii) a trustee or receiver is appointed by any court with respect to the other or any substantial part of the other's assets; or (iii) in action is taken by or against the other under bankruptcy or insolvency laws or laws relating to the relief of debtors, including the Federal Bankruptcy Act.

USA PATRIOT ACT CERTIFICATION OF COMPLIANCE

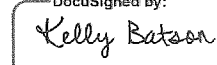
I hereby certify on behalf of Chabot Las Positas CCD **(PLEASE PRINT YOUR ORGANIZATION NAME, a requirement for release of funds)** that all United Way funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statues and executive orders.

This MOU shall be signed and returned to UWBA by November 17, 2017 and shall remain in effect until May 31, 1018 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, (3)a copy of the most recent annual audit is received, and (4) any special conditions requested by UWBA are met.

Authorized Signer for the Grantee:

<small>DocuSigned by:</small>  <small>4856D362C6AC461...</small>	Vice Chancellor	11/7/2017
Signature	Title	Date

Authorized Signer for UWBA:

<small>DocuSigned by:</small>  <small>88C4D77564B045E...</small>	11/7/2017
Kelly Batson Vice President, Program Operations 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)
- 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. The certificate must specify that UWBA will be notified 30 days in advance of changes to coverage.

Exhibit A - Scope of Work
Earn It! Keep It! Save It!
Tax Season 2018

Before Tax Season:

- Attend monthly coordinator meetings/conference calls and the Regional Site Coordinator Conference to prepare for the tax season
- New Site Coordinators should attend the New Site Coordinator Training and TaxSlayer Administrator training (if applicable)
- Recruit all volunteers necessary for your site operations with support of United Way Bay Area
- Submit the following required documents to the IRS:
 - Form 8633 – E-FIN Application through IRS e-services (if applicable)
 - Form 13533 – Sponsorship Agreement
- Provide your VITA Site(s) Tax Season 2018 information as requested by UWBA
- Use Earn It! Keep It! Save It! (EKS) logo on outreach materials or public facing efforts for brand consistency across the Bay Area

During Tax Season:

- Prepare **500** tax returns
- Participate on monthly site coordinator conference calls/meetings during the tax season (February – April)
- Sign all Form 13615 – Volunteer Agreements and retain on site (recommended)
- Submit Form 13206 – Volunteer Assistance Summary Report to the IRS on a monthly basis
- Update your VITA Site(s) information when it changes via the process identified by UWBA
- Train your volunteers on Refund Savings promotion and Form 8888 (split refund form)
- Discuss refund saving options and encourage savings with EVERY taxpayer, with at least 3% of taxpayers (with a refund) successfully splitting their refund on Form 8888
- Set up and use Custom Questions in TaxSlayer to collect taxpayer survey data as requested by UWBA
- Collect 1 or 2 client stories and consent forms. Consent Form and Interview Questions Template with instructions will be provided by UWBA by January 15, 2018.
- Submit the collected client stories and consent forms to UWBA by April 1, 2018
- Provide UWBA a list of your volunteers' contact information on template provided by UWBA (name, email address, employer/organization) by April 1, 2018

All VITA sites must adhere to the following Quality Site Requirements (QSR) as described in IRS Publication 1084 (rev. 10/2017):

- Certification
- Intake/Interview & Quality Review Process
- Photo ID and Taxpayer ID Numbers

- Reference Materials
- Volunteer Agreement
- Timely Filing
- Civil Rights
- Site Identification Number
- Electronic Filing Identification Number
- Security

Publication 1084 can be found here: <https://www.irs.gov/pub/irs-pdf/p1084.pdf>

After Tax Season:

- Follow all required IRS procedures for closing of your VITA site(s)
- Submit Final Report about Tax Season 2018* to United Way Bay Area no later than May 15, 2018. Template will be provided by UWBA.
**If your VITA Site(s) are in San Francisco, Alameda or Santa Clara Counties, the final report will require you to report on your CA EITC outreach efforts, including any events and materials distributed about the credit and your free tax services. Sites in these counties will also be asked to report on number of CA EITC returns filed.*
- Provide Summary Custom Question Report to UWBA by May 15, 2018.

Bonus Payments

- If your VITA Site files a minimum of 50 additional **returns** during the 2018 tax season (over the 2017 season production), you will receive an additional **\$500 grant payment**.
- If your VITA Site files a minimum of 100 additional **returns** during the 2018 tax season (over the 2017 season production), you will receive an additional **\$1,000 grant payment**.
- This is a one-time bonus payment. Bonus payments are not guaranteed in future grant years.