

MEMORANDUM OF UNDERSTANDING
BETWEEN
ALAMEDA COUNTY SOCIAL SERVICES AGENCY (ACSSA)
AND
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
FOR CALFRESH EMPLOYMENT AND TRAINING PROGRAM

This Memorandum of Understanding (MOU) is entered into by and between the **Alameda County Social Services Agency, a political subdivision of the State of California (ACSSA)** and the **Chabot-Las Positas Community College District (hereby known as “Chabot Community College”)** for the purpose of clearly identifying the roles and responsibilities of each party as they relate to providing a pathway to living wage jobs and leading to self-sufficiency through Third-Party Partnerships for CalFresh Employment & Training (CFET) participants. The CFET program is administered at the state level by the California Department of Social Services (CDSS).

RECITALS

WHEREAS, the U.S. Department of Agriculture, Food and Nutrition Service (FNS) has recognized the growing and urgent need of CFET participants to secure the education and training required to transition to economic self-sufficiency; and

WHEREAS, FNS is encouraging States to expand their CFET programs by partnering with Community Based Organizations (CBOs), and Community and Technical colleges via a *Third-Party Reimbursement model*. In this model, training services are provided by CBOs, colleges, and other organizations, and their investment of non-federal funds in these services may be reimbursed by FNS using 50/50 funds; and

WHEREAS, Welfare and Institutions (W&I) Code Section 10850 and Chapter 19-004 of the California Department of Social Services Manual of Policies and Procedures allow the release of a public recipient’s name and identifying information as required by the ACSSA and its community partners to administer public social services; and

WHEREAS, CDSS has identified several CBO’s and community colleges, including Chabot Community College, willing to partner with CDSS to provide CFET services and be reimbursed by FNS at 50 percent of their eligible costs; and

WHEREAS, ACSSA agrees to accept claims for reimbursement from Chabot Community College for 100 percent of their costs for submission to CDSS and then remit to Chabot Community College any revenue received as Federal reimbursement for those claimed costs.

NOW THEREFORE, the parties mutually agree as follows:

I. RESPONSIBILITIES

A. Chabot Community College Responsibilities

1. Comply with all rules and regulations as described in the most recent Alameda County CalFresh E&T Provider's Handbook, also known as the CalFresh E&T Partner's Manual, and its subsequent revisions. The CalFresh E&T Partner's Manual is incorporated into this MOU by reference.
2. Provide training for 50 CalFresh eligible participants (hereby known as "students") via their Medical Assistant and Advanced Manufacturing programs.
3. Chabot Community College will enroll participants via a *reverse referral process* as well as receiving referrals from ACSSA.
4. Chabot Community College will access the ACSSA Interactive Voice Response (IVR) system online or by phone to verify CalFresh eligibility for potential participants prior to enrolling them in the training program. For clients who are not in receipt of CalFresh benefits but who may be eligible, Chabot Community College will direct the client to complete an online CalFresh application via the Benefits CalWIN (BCW) portal.
5. Chabot Community College will ensure that program activities are conducted in compliance with all applicable federal laws, rules, and regulations including Civil Rights and Office of Management and Budget (OMB) circulars governing cost issues.
6. The Chabot Community College training programs shall include:
 - a. Medical Assisting students receiving entry-level professional medical assistance in the cognitive, psychomotor and affective learning domains.
 - b. Teaching students to respond to the demand of rapidly changing information technology by incorporating computer literacy in healthcare to include electronic health records and electronic practice management.
 - c. Teaching students how to use critical thinking skills in managing care of patients.
 - d. Teaching Advanced Manufacturing Technology students to identify and characterize the manufacturing processes of an advanced manufacturing operation.
 - e. Ensuring Advanced Manufacturing Technology students are proficient in preparing 2D and 3D digital drawings and part files for automated manufacturing and can demonstrate the skills appropriate to the selected area of specialization for entry to the advanced manufacturing workforce.
 - f. Resume Building
 - g. Interview Preparation
 - h. Job Search Techniques
 - i. Job Retention Services
7. Conduct self-directed outreach and recruitment of eligible individuals.
8. Agree and understand that ACSSA is not responsible for marketing the services provided within this MOU.
9. Ensure that no funds being used as *State Share* under this MOU are federal funds or are being used as a match for any other federal funds. Ensure that the reimbursed funds do not duplicate reimbursement of costs and services received from other sources.
10. Ensure that Federal Share and State Share are not used to supplant existing CalFresh funds or activities.
11. Obtain client consent and signature on CalFresh E&T Consent to Release Information

- form. (See Exhibit B.)
12. Conduct a one-on-one program Orientation with each participant.
 13. Develop a written Individual Employment Plan (IEP) with each participant specific to his/her identified interests and needs. The IEP shall be the result of assessing each individual's career goals, skills, abilities, family obligations and any other job-related assets and barriers, and include incremental steps that will help participants overcome all identified career barriers while supporting the participant's strengths and goals.
 14. Update and revise the IEP as the participants circumstances change.
 15. Engage the participant in services that may include but are not limited to:
 - a. Case Management
 - b. Job Readiness
 - c. Job Search Assistance
 - d. Occupational Skills Training
 - e. Support Services as noted in the CalFresh E&T Partner's Manual
 - f. Job Retention Services
 16. Furnish project management, contract administration and fiscal control services, including but not limited to:
 - a. Preparation and maintenance of approved weekly time tracking forms for each employee charging personnel costs to the program. This must be available to ACSSA upon request for auditing purposes.
 - b. Collect and prepare data and submit quarterly reports to ACSSA for inclusion with Stat 47 Quarterly State Report and Stat 48 Annual Report. **Data for the Quarterly Stat 47 report must be submitted to ACSSA by the 8th day of the month the report is due. Data for Annual Stat 48 Report is due to ACSSA annually by the 8th day of January.**
 - c. Retain all records supporting the MOU for three (3) years after the end of the MOU term. This requirement applies to fiscal records, reports and client information. Additionally, Chabot Community College agrees to make all records relating to the MOU available upon request by ACSSA, CDSS and/or USDA. Any costs that cannot be substantiated by source documentation may be disallowed.
 - d. Return any funds necessary to repay FNS for any federal audit exceptions in which Chabot Community College has not complied with the requirements of this MOU and applicable state and federal regulations.
 - e. Submission of a copy of audited financial statements to ACSSA nine months after the year end. Chabot Community College agrees to provide access to auditors to determine compliance with federal regulations.
 - f. Allow for annual onsite monitoring visit by ACSSA. Upon completion of the monitoring visit, address any findings with a corrective action plan if necessary.
 17. Utilize the single points of contact (SPOC) specified in Section II of this MOU for the resolution and escalation of issues.
 18. Participate in regular meetings as appropriate to ensure continued cooperation, information sharing and issue resolution.
 19. Chabot Community College agrees to adhere to federal CFET rules when submitting claims for reimbursement to ACSSA for allowable activities associated with CFET services. The costs are claimed on a quarterly basis as direct costs by the County on

the County Expense Claim based on the claim submitted to the County by Chabot Community College.

20. Submit claims (along with all supporting documentation) for reimbursement to ACSSA by the 10th day of each month for the previous month. (See Exhibit A).

B. ACSSA Responsibilities

1. Partner with Chabot Community College on a Third-Party Reimbursement model.
2. Refer 6 clients per year to Chabot Community College.
3. Review and approve all documentation evidencing Chabot Community College's performance of services as set forth in this MOU and monitor Chabot Community College's compliance with the MOU.
4. Provide program oversight to ensure all CFET rules and regulations are followed.
5. Ensure that Chabot Community College activities do not supplant existing CalFresh outreach efforts or funding.
6. Provide technical assistance to Chabot Community College on best practices and fiscal and programmatic rules and regulations changes.
7. Review Chabot Community College's audit report and, within six months of receipt, issue a management decision on any audit findings. ACSSA will also ensure that Chabot Community College takes appropriate and timely corrective action to remain in compliance with federal regulations.
8. Conduct annual monitoring visits. Monitoring visits will occur onsite at some or all sites where Chabot Community College provides client services.
9. Utilize the single points of contact (SPOC) specified in Section II of this MOU for the resolution and escalation of issues.
10. Participate in regular meetings as appropriate to ensure continued cooperation, information sharing and issue resolution.
11. Accept monthly claims from Chabot Community College and if acceptable, claim them quarterly on the County Expense Claim to CDSS for federal reimbursement.
12. Remit the federal revenue to Chabot Community College within ten business days of receipt of reimbursement from CDSS for the previous claim.

II. General Provisions:

- A. This MOU may be reviewed on an annual basis to ensure accuracy and up-to-date information regarding legal authorities underlying this MOU.
- B. This MOU may be amended by written agreement of both parties. No alteration of the terms and conditions herein shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on either party.
- C. Chabot Community College agrees to identify itself as a CalFresh Outreach Subcontractor on its organization's website and any written materials such as flyers or other correspondence created to inform students about the CFET. Any website content relating to the CFET Program must be approved by ACSSA before publication.

E. Chabot Community College agrees to collect data related to evaluation of program effectiveness as requested in the manner, format, and timeline prescribed by ACSSA. The following data must be collected for reporting to FNS:

1. The number and percentage of CFET participants and former participants who are in unsubsidized employment during the second quarter after completion of participation in CFET; and
2. The median quarterly earnings of all the CFET participants and former participants who are in unsubsidized employment during the second quarter after completion of participation in E&T; and
3. The number and percentage of participants that completed training, education, work experience or an on-the-job training component; and
4. The number of all CFET participants who:
 - a. Have received a high school degree (or GED) prior to being provided with E&T services;
 - b. Are Able Bodied Adults Without Dependents (ABAWDs);
 - c. Speak English as a second language;
 - d. Are male or female;
 - e. Are within each of the following age ranges: 16-17, 18-35, 36-49, 50-59, 60 or older.

F. Chabot Community College agrees to cooperate with ACSSA by participating in training and technical assistance provided by ACSSA, as deemed necessary by ACSSA.

G. Single Point of Contact:

1. For Alameda County Social Services Agency:
Robert Garcia, Program Specialist
Alameda County Social Services Agency
Eden Area Self-Sufficiency Center
24100 Amador St. 6th Floor
Hayward, CA 94544
510 259-3859
2. For Chabot Community College:
Elsa Saenz ACSW
Coordinator/Counselor
25555 Hesperian Blvd.
Hayward Ca. 94545
510 723-6745

H. Indemnification:

Chabot Community College agrees to indemnify, defend, and hold harmless the County, its officers, agents, and employees from any and all claims and losses to the extent that it arises directly or indirectly from any act, error, omission, negligent or intentional misconduct by Chabot Community College, its officers, agents, or employees in their performance of this MOU, including but not limited to the access, use or disclosure of confidential information.

III. TERM:

- A. This MOU shall begin on October 1, 2020 and continue until either party gives notice of termination as provided herein.
- B. This MOU may be terminated by either party upon the giving of thirty (30) days' prior written notice to the other party. In the event of termination, all access to confidential information shall be terminated immediately.

IN WITNESS WHEREOF, the parties hereto have executed this MOU:

Lori A. Cox
Agency Director
Alameda County Social Services Agency

Jonah Nicholas
Vice Chancellor, Business Services
Chabot-Las Positas Community College District

Date

Date