

MEMORANDUM OF UNDERSTANDING

I. Purpose

This Memorandum of Understanding is entered into between Opportunity Junction (OJ), Ombudsman Services of Contra Costa & Solano (OSCCS), and Mount Diablo Adult Education (MDAE) (collectively, “Partners”).

Opportunity Junction, Ombudsman Services of Contra Costa & Solano, and Mount Diablo Adult Education, are working in partnership to launch the Health Career Pathway initiative to create a regional response to significant allied health professional staffing and quality improvement needs for those delivering care (to uninsured, underinsured, underserved and vulnerable Contra Costa residents most at-risk for poor health), while providing a pathway towards economic sufficiency for low-income individuals.

This MOU delineates responsibilities and commitments amongst these Partners.

II. Pilot

The Year 1 pilot CNA (Certified Nursing Assistant) Training Program — offered with the right social supports, exposure to the field, and practical incentives — will open up opportunities to low-income individuals for careers in medical assistance, nursing, and other higher-paying medical professions.

For this pilot course, students will be limited to low-income individuals who might not be able to succeed in launching an economically sustainable career without psychosocial supports. Individuals with deeper needs that the program is unable to address — such as limited English-language skills, ongoing substance abuse challenges, certain mental health issues, or insufficient education — will be referred to other services. Students who are not low-income or who are likely to succeed without additional psychosocial supports will be referred to other CNA Training Programs and added to a waiting list for future opportunities, they will be invited to participate only if there are spots available.

III. Target Population

The focus and attention paid to motivated, low-income job seekers with addressable barriers to employment will continue beyond the CNA Training Program and throughout the initiative. This will be the target population for continued marketing and enrollment. Again, other interested students will be invited to apply or enroll if available class capacity remains.

Although acceptance into the program requires several steps, most of these elements are unavoidable. In order to reduce the impact on potential students, every effort will be made to require no more than three in person contacts for potential students by combining different touch points, scheduling different steps back-to-back at the same location, or other means.

The student-instructor ratio is limited by regulation to 15-to-1 during certain instruction segments. Because the Training Program includes two instructors, the course could include up to thirty students. That said, in order to ensure a focus on learning during the pilot period, no more than 22 students will be invited to participate in the Program

Orientation with the expectation that several will opt out after beginning. The aim is to graduate 15-17 students in each of the first three cohorts. Following the pilot, future cohorts will likely serve a greater number of students.

IV. Student Costs

The Partners will require a small financial contribution of \$350 by each student to support her/his participation in order to increase the sense of individual commitment. This fee is comparable to that charged for CNA training by Contra Costa Community College System. The fee may be reduced or waived based on financial need and an easy payment plan will be available. Scholarships and fee waivers will be discussed with students at every opportunity and included on all marketing literature. Each student will also meet with an MDAE Financial Aid Advisor to help them determine what they can afford.

These fees will cover only a fraction of the actual MDAE student fees. As calculated through standard MDAE methodology, the cost is much higher. These additional costs will be raised through a variety of sources including:

- Adult Education Programs (AEP) funds paid directly to MDAE;
- Skilled Nursing Facility (SNF) contributions to the program; and
- Subsidies raised by the partners through philanthropy.

OJ, OSCCS, and MDAE collaborated to create the Contra Costa Healthcare Careers Pathway Initiative Business Plan. The plan is attached as Exhibit A.

Partners mutually agree to as follows:

V. Responsibilities

MDAE will:

1. Manage the student application process and lead instructional design — including providing in-facility externships and supporting post-certification placement;
2. Hire a part-time (0.2 FTE) CNA Director to coordinate the CNA training program;
3. Hire a full-time (1.0 FTE) CNA Instructor to lead all CNA training, supported by part-time Skills Instructors;
4. Hire a part-time (0.4 FTE) CNA Skills Instructor to support the CNA instructor during skills labs and clinical externships;
5. Hire a part-time (0.2 FTE) HCP Program Assistant to provide logistical and support services to the CTEC Program Coordinator and CNA Training Director;
6. Provide financial aid counseling and implement the California Student Assessment Survey (CASAS) assessment to gauge reading and math comprehension, and give the Livescan background check;
7. Promote the course through MDAE's usual marketing materials which include written and online course offerings, participation in high school and college career fairs, and outreach to high school and college counselors;

8. Promote the course among MDAE's weekly student orientation sessions; and
9. Keep ongoing list of interested potential students and manage the initial conversation with potential students about the program and collect and track general information.

OJ will:

1. Provide psychosocial supports and professional development instruction;
2. Hire a full-time (1.0 FTE) Professional Development Instructor to integrate professional and interpersonal skills training in the courses and to partner with individual students to identify personal supports and to access services needed for success;
3. Track client demographic, program, and employment data in a Salesforce database;
4. Coordinate partnership with Loaves and Fishes, the Food Bank of Solano and Contra Costa to provide hot lunch and weekly groceries;
5. Promote the course through Opportunity Junction's usual marketing materials which include written and online course offerings, participation in high school and college career fairs, and outreach to high school and college counselors;
6. Promoting the course among Opportunity Junction participants in other programs and within its marketing and outreach materials and activities;
7. Manage the initial conversation with potential students about the program and collect and track general information;
8. Interview potential students and complete psychosocial assessment and questions specific to HCP;
9. Provide one-on-one and group supports to aid retention and professional growth;
10. Provide financial supports surrounding transportation assistance specifically and other areas as appropriate;
11. In order to understand the graduate's ongoing needs and to update Personal Success Plans, individually follow-up with students who complete the training at the following intervals: one week, one month, two months, three months, and then every 90 days for at least 18 months;
12. Send ongoing electronic communications to students in an effort to maintain engagement;
13. Schedule, coordinate, and lead a series of cohort meetings — monthly following graduation, then occasionally as helpful; and
14. Provide student fee subsidy funds to MDAE using the grant allowable funds from the John Muir Community Health Fund (CHF) based on the CHF grant agreement and using Skilled Nursing Facility contribution funds paid directly to

OJ. These funds will be divided equally over the number of cohorts provided for the year and distributed to MDAE at the end of each CNA training cohort.

OSCCS will:

1. Lead development of the broader Initiative elements such as continuing education and developing linkages with potential community partners for expanded training and services;
2. Hire a part-time (0.5 FTE) Healthcare Careers Pathway Initiative Coordinator to facilitate Partners' efforts to develop the educational and training program that will expand the pilot CNA Training Program into a full-fledged healthcare careers pathway;
3. Work with SNFs and related healthcare facilities to promote the course; encourage referrals of prospective employees; and publicize the course by encouraging their staff to reach out to friends and family that might be interested; and
4. Identify participants' ongoing learning needs, develop partnerships with potential educational providers, and expand HCP's initiative design.

VI. Management and Governance

Decision Making: The authority to make decisions about the HCP lies with a three-member HCP Leadership Team, consisting of the Director of Programs of Opportunity Junction, the Executive Director of Ombudsman Services of Contra Costa and Solano, and the Career and Technical Education Program Coordinator at Mount Diablo Adult Education. Others may be included in Leadership Team meetings as needed. HCP Leadership Team will:

1. Meet monthly to review progress and learnings, develop activities to expand the CNA Training Program into the full HCP Initiative;
2. Plan in order to secure long-term financial and human resources for long-term expansion and sustainability;
3. Assess the need for meetings after the first year and reduce the number of meetings as determined at that time or subsequently;
4. Participate in the evaluation and new hiring of each other's HCP-related staff; and
5. Acknowledge that any staff is the agent of only one organization and that the Partner organization has no legal control or responsibility for the other's staff.

Data Analysis: Partners will use data to develop, implement, and assess service delivery for specific grant funded projects, including employment metrics. Partners will also utilize mandated data for grant reporting purposes.

VII. Relationship between the Partners

This MOU is by and among three independent entities. This MOU is not intended to and shall not be construed to create the relationship of agent, servant, employee,

partnership, joint venture, or association beyond the terms and conditions of this Grant and MOU.

VIII. Indemnification

Each Partner agrees to indemnify, defend, and hold harmless the other Partner, their officers, agents, and employees against all claims, demands, actions, costs (including attorneys' fees) and liabilities arising from or related to, and in proportion to, the negligence, willful misconduct, or omission of said party, its officers, agents or employees in connection with or arising from its performance or activities relating to this MOU.

IX. Effective Date and Period of Performance

This MOU shall be in effect from June 25, 2019 to December 31, 2019.

X. Insurance

IT IS MUTUALLY UNDERSTOOD that each Partners shall secure and maintain, in full force and effect during the full term of this Agreement, liability insurance in following amounts and written by carriers satisfactory to OJ, OSCCS, and MDAE.

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

The insurance policies are to contain, or be endorsed to contain, the following provisions: Additional Insured Status each Partner, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Partner including materials, parts or equipment furnished in connection with such work or operations.

XI. Amendments

No amendment or modification of this MOU shall be effective unless it is in writing and signed by the authorized agents of all Partners.

XII. Termination

Under no circumstances shall a Partner terminate this MOU at a time or in a way that an existing training course or program activity would be disrupted resulting in harm to the program clients.

If the two remaining Partners determine that an existing training course or program activity will not be disrupted resulting in hardship to the program clients, then any of the

Partners in this MOU may terminate this MOU upon thirty days written notice to both of the other Partners.

XIII. Execution

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall be binding on all Partners.

For Opportunity Junction

By: Alissa Friedman

Its: Executive Director

For Mt. Diablo Adult Education

By: G. Vittoria Abbate

Its: Director, College and Career & Adult Education

For Ombudsman Services of Contra Costa & Solano

By: Nicole Howell

Its: Executive Director