



Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into between Loaves and Fishes of Contra Costa, a California non-profit corporation (“LFCC”) and Healthcare Career Pathway (“HCP”). The HCP partners include Opportunity Junction (OJ), Ombudsman Services of Contra Costa & Solano (OSCCS) and Mount Diablo Adult Education (MDAE).

Within this MOU, LFCC agrees to prepare and deliver hot meals and salads to HCP. This MOU will also include meals delivered to Cal State University, East Bay (CSUEB) and Trinity Center, Walnut Creek, CA. The funding source to cover the costs for the meals, delivery and transportation provided to Mt. Diablo Adult Education and CSUEB will be paid for by the John Muir Community Health Fund. Within this MOU, the John Muir Community Health Fund will also cover the transportation of meals to Trinity Center and Opportunity Junction (meal cost covered by LFCC).

Meals will be delivered Monday-Thursday during the hours of 10:00 am-11:30am during the pilot period beginning August 26, 2019 to November 15, 2019. Days of delivery will vary depending on location.

Whereas, HCP provides a critical need that supports California’s rapidly aging population by training a new generation of compassionate caregivers.

Now therefore LFCC, HCP and partners, CSUEB, OJ and Trinity Center agree as follows:

1. LFCC shall use its reasonable best efforts to provide Meal Service each day Monday through Thursday of each week commencing August 26, 2019 – November 15, 2019 (12 week session) and continue on a schedule to be determined by HCP and agreed upon by LFCC. The Meal Service shall consist of a hot entry and a green/fruit salad. Meal Service shall be provided for \$1.31 per meal to Mt. Diablo Adult Education and California State University, East Bay with funding provided by the John Muir Community Health Fund, and at no charge for Opportunity Junction or Trinity Center, according to a separate current MOU. All partners shall establish a procedure such that will provide LFCC with reasonable notice as to the number of meals needed for each day’s Meal Service. The meals shall be delivered by LFCC delivery van and personnel

between 10:30 am and 11:30 am each day scheduled for delivery. All meals will be prepared at LFCC Central Kitchen at 510 Garcia Avenue, Unit H, Pittsburg California. Meal Service shall not be provided on holidays and other dates that LFCC is closed for service. See Attachment A for LFCC Holiday Schedule. In addition, to the extent LFCC is unable to provide Meal Service as provided hereunder, LFCC shall use its best efforts to provide 24 hours' notice, provided however, that should a daily meal not be provided for whatever reason, HCP and its partners shall have no recourse for any damages whatsoever for any such failure to provide such meals.

2. HCP and all partners shall use its reasonable best efforts to cancel by giving LFCC a 24 hours' notice. If this notice does not occur for whatever reason, LFCC shall have no recourse for any damages whatsoever for any such failure. HCP and partners shall return any and all equipment (pans and other serving equipment) after each use the following day. All returned items shall be cleaned, no sanitation is necessary, prior to being returned each day. HCP and partners shall report to LFCC on a monthly basis the number of meals and individuals it served.
3. LFCC shall not be liable for any acts of god or any other disruption or unavailability with respect to the Meal Service. HCP hereby acknowledges that the transportation, storage and service of the meals provided hereunder is subject to governmental restrictions and regulations and HCP hereby agrees to abide by and comply with all such restrictions and regulations
4. HCP hereby indemnifies and holds harmless LFCC, its employees, its officers and directors against any liability or damages of any kind whatsoever arising out of or incurred in connection with HCP delivery, storage or use of the Meal Service and with respect to the meals provide thereunder being consumed by any person. HCP shall provide a certificate of insurance naming LFCC as an additional insured and showing at least \$1,000,000 of general liability coverage which policy shall be enforce during the term of this agreement.
5. LFCC hereby indemnifies and holds harmless HCP, its employees, its officers and directors against any liability or damages of any kind whatsoever arising out of LFCC's gross negligence in preparing the meals provided hereunder. LFCC shall provide a certificate of insurance naming HCP as an additional insured and showing at least \$1,000,000 of general liability coverage which policy shall be enforce during the term of this agreement.
6. This agreement shall be construed in accordance with California law and the venue for any litigation hereunder shall be Contra Costa County. This agreement contains the entire agreement of the parties and any changes or additions shall be in writing signed by both parties.
7. The prevailing party in any dispute shall be entitled to reasonable attorney's fees and costs.

8. All notices shall be delivered to the parties at their address below or by telephone to:
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| Loaves and Fishes of Contra Costa | Healthcare Career Pathway |
| Attention Joleen Lafayette | Attention Nicole Howell |
| 835 Ferry Street | 2255 Contra Costa Blvd #204 |
| Martinez CA 94553 | Concord, CA 94523 |
| Telephone: 925 293-4792 | Telephone: 925 685-2070 |

Loaves and Fishes of Contra Costa

Healthcare Career Pathway

By: Joleen Lafayette
Executive Director

By: Nicole Howell
Ombudsman Services of CC
Executive Director

Partners Included in MOU:

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Alissa Friedman, Opportunity Junction

Vittoria Abbate, Mt. Diablo Adult Education

Donna Columbo, Trinity Center

Darice Ingram, CSUEB