Dear ADRC Partners and Stakeholders,

Please see below for updates and information that may be useful to you:

CDA has developed a sample MOU template that can be used by ADRC Core Partners for outlining partnership expectations and facilitating positive local ADRC partnerships. Please see the attached MOU sample.

### Reminder to Register: July ADRC Roundtable

- A friendly reminder to register for the upcoming ADRC partner roundtable, the last of Series II. The topic will be about personcentered practices and ADRCs. Join California ADRC peers in a lively discussion on Friday, July 30, 12:00pm-1:00pm.
- Link to register: <u>https://zoom.us/meeting/register/tJYvcu2gpzspH9SdeZh-8moq73oi\_b7vFbBY</u>
- Register for an upcoming event hosted by NCAPPS, Person Centered Planning and Supports for Vaccine Access Webinar, scheduled for Wednesday, July 21<sup>st</sup> at 3:00 pm EST. This webinar will highlight how No Wrong Door systems are uniquely positioned to support vaccine access in a person-centered way. Applying a personcentered lens, is critical to provide individuals with valuable information, while balancing what is "important to" and "important for" them. Tools and approaches that support person-centered planning can be used to help people access the information they need to inform their choices, as well as to support decisions that balance personal preferences and values with individual health needs and public health priorities. Register <u>here</u>.
- The San Bernardino County Department of Aging and Adult Services (DAAS) and Rolling Start, Inc. Center for Independent Living have formed a core partnership in the spirit of an Aging and Disability Resource Connection (ADRC). They are **seeking an ADRC Program Manager**. Please see attached announcement for additional information. People with disabilities, and minorities, are encouraged to apply. Applications are due July 30, and alternate formats of the announcement are available by emailing <u>hiringmanager@rollingstart.com</u>

Kindest regards,

## ADRC Branch Team California Department of Aging



#### SAMPLE

# MEMORANDUM OF UNDERSTANDING

BETWE	EN	 	
AND			

AND (AS APPLICABLE)

## I. Parties

This Memorandum of	Jnderstanding (MOU) is made and e	entered into by
and between the	, the	and
the (as applicable)	, hereafter each	referred to as an
"ADRC Core Partner"	and collectively as the "ADRC Core	Partnership" for
the Aging and Disabilit	y Resource Connection (ADRC) of	

### II. Purpose

This MOU serves to identify a framework for collaboration and partnership to operate in a manner consistent with State of California ADRC designation criteria and to enhance the local ADRC "No Wrong Door System" to better serve residents and communities. This MOU covers, but is not limited to, efforts to improve the consumer experience in navigating available long-term services and support (LTSS) services, and the provision and coordination of the ADRC service functions: Enhanced Information and Referral, Options Counseling, Short Term Service Coordination, and Transition Services. This MOU does not include funding.

## III. Background

The State of California has adopted an ADRC partnership model whereby local Area Agencies on Aging (AAA) and Independent Living Centers (ILC) can collaborate, integrate resources, and develop efficiencies that help them respond to increasing consumer service needs and expectations, and higher service demands.

State and local stakeholders developed the ADRC Designation Criteria and ADRC Indicators of Performance to facilitate collaborative system changes

that leverage existing expertise and streamline access to LTSS in a way that is familiar for local consumers.

The California Department of Aging (CDA) ADRC designation process is a validation of meeting the State ADRC criteria, which includes a "No Wrong Door" principle of service delivery.

### **IV. ADRC Service Area**

#### V. Independence of Operations

The ADRC partnership model and state ADRC Designation are voluntary; however, CDA promotes both as a way for local aging and disability network organizations to respond collaboratively to funding opportunities, increase consumers' access to any services for which they are eligible, create innovative business models for maximizing revenue, and/or discover operational efficiencies that can benefit the ADRC partner organizations.

Each Core Partner will maintain its organization's identity in providing services in collaboration with ADRC partners. Though ADRC Core Partners are expected to collaborate in fulfilling the ADRC purpose, services, and operation, each Core Partner is separately responsible for establishing its own policies and financing its own activities. When ADRC funding is available, the Core Partners shall work together in determining the best use of the funds.

#### **VI. Organization Descriptions**

ADRC partnerships are dedicated to developing California's long-term support infrastructure for increasing consumer access to person-centered home and community based LTSS and supporting older adults and persons with disabilities in maintaining their independence and choices of care.

The Area Agency on Aging (general information with description of specific partnership responsibilities including ADRC core service functions provided).

The Independent Living Center (general information with description of specific partnership responsibilities including ADRC core service functions provided).

Other (general information with description of specific partnership responsibilities including ADRC core service functions provided).

## VII. Areas of Cooperation

ADRC Core Partners shall develop a shared mission and values to work effectively in partnership on all phases of the ADRC including, but not limited to, planning, direction, and decision making. To establish a partnership between the ADRC Core Partners, the following areas of cooperation are agreed upon:

ADRC Mission:

ADRC Shared Values: (what shared values does that partnership have that will drive the ADRC and collaboration. These values could be related to ensuring services are person-centered, individuals being able to make informed choice about services and programs, individuals being able to remain living in a community-based setting, etc.)

**Leadership Engagement**: The strength of a local ADRC is in its leadership and the ability to identify, assess, and act effectively in developing and managing ADRC core and extended partnerships and services. Leadership for the ADRC shall be comprised of:

- AAA Leadership Representative(s)
- ILC Leadership Representative(s)
- Other Core Partner(s) Leadership Representative(s)

Representatives from each ADRC Core Partner shall serve as a point of contact and conduct regular meetings to guide the ADRC planning efforts and direction to fulfill the purpose of this MOU and California's ADRC designation criteria. Special meetings may be called by any Core Partner and a mutually agreed upon time shall be arranged, no greater than \_\_\_\_\_ days from the initial request.

**Consumer Engagement:** The ADRC partnership will strive to seek the knowledge and experience of local consumers of LTSS or caregivers of those who use LTSS to support the planning, operation, and quality

improvement efforts. The ADRC Core Partnership shall convene regular meetings of local consumers and stakeholders to serve as an ADRC Advisory Committee for addressing issues and tasks and provide recommendations to the ADRC Core Partnership.

**Program Engagement:** Program staff and subject matter experts shall be engaged in the development of ADRC service functions and coordination of available LTSS to create system changes that will increase consumers' access to any services for which they are eligible. Sufficient program engagement is also essential in developing ADRC program procedures, developing work plans and system improvements, conducting program training and agency cross training, and delivering person-centered services in the ADRC No Wrong Door System.

Administrative Engagement: The ADRC Core Partners shall determine how to provide the administrative and technological capacity for supporting areas such as collecting data and information, tracking consumers and services, measuring performance outcomes, building and maintaining staff expertise, and establishing quality assurance and continuous quality improvement practices.

**Fiscal Agent:** Though this MOU has no funding and no Fiscal Agent requirement, a Fiscal Agent may be needed to accept grants and contracts on the behalf of the ADRC Core Partnership. A Fiscal Agent, selected amongst the ADRC Core Partners, would carry out the fiscal responsibilities and stewardship of specified designated funds. A separate MOU, agreement, or amendment may be appropriate. In general:

- The Fiscal Agent manage the proper accounting, disbursement, reporting, controls and other fiscal duty requirements of the funder and adhere to the designated fund purpose(s).
- The Fiscal Agent should not assume greater authority over the partnership while carrying out the fiscal duties. The Fiscal Agent carries out the fund's stated purpose in collaboration with the decisions and direction of the ADRC Core Partners.
- Though one Fiscal Agent may be needed for each grant, contract or fund award, an ADRC is not required to have only one Fiscal Agent for all ADRC funding sources. Fiscal Agent roles may be assigned to

any Core Partner(s) based upon considerations such as fund purposes, source of funding, and funding requirements.

• Assigned Fiscal Agent(s) would be responsible for, and make available as requested, the financial and grant narrative reports to the ADRC leadership and funding sources.

**Public Relations and Awareness**: The ADRC Core Partners will keep the public informed on the benefits of having an ADRC network of collaborative community agencies and how individuals and other community agencies can support the ADRC network.

**Privacy and Security**: Each party agrees to ensure that all personal and confidential data obtained and stored in connection with this MOU is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State policies.

#### VIII. Miscellaneous

Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

Notwithstanding anything herein or in any other agreement to the contrary, no party to this MOU shall have any obligation to indemnify any other party in connection with any matter related to this MOU.

#### IX. Periodic Review and Analysis

ADRC Core Partners will jointly evaluate their progress in implementing this MOU annually and strengthen their ADRC along with updating and developing new plans and goals as appropriate.

#### X. Terms and Termination

This MOU is effective as of \_\_\_\_\_\_ (or the date of the last signature below) and expires on \_\_\_\_\_\_ ( or \_\_year(s) from the last signature date).

The parties may amend or extend this MOU for additional periods not exceeding \_\_\_\_\_ years each time, and if so, shall confirm any extension in

writing. This MOU may be terminated upon \_\_\_\_ days written notice from one party to the other(s). Prior to termination, the parties shall meet to discuss the reasons for termination.

#### **XI. Signatures**

The aforementioned parties below, indicate agreement with this MOU by their signatures and warrant that the below signatories are authorized to bind each party to the terms contained herein.

Date
Date
Date