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Contract Number

21-529

SAP Number

## Department of Aging and Adult Services

<b>Department Contract Representative</b>	<u>Patty Steven, Contract Analyst</u>
<b>Telephone Number</b>	<u>909.388.0212</u>
<b>Contractor</b>	<u>Rolling Start, Inc.</u>
<b>Contractor Representative</b>	<u>Lisa Hayes</u>
<b>Telephone Number</b>	<u>909.890.9516</u>
<b>Contract Term</b>	<u>June 1, 2021 – June 30, 2022</u>
<b>Original Contract Amount</b>	<u>N/A</u>
<b>Amendment Amount</b>	<u>N/A</u>
<b>Total Contract Amount</b>	<u>N/A</u>
<b>Cost Center</b>	<u>N/A</u>

### IT IS HEREBY AGREED AS FOLLOWS:

The County of San Bernardino (hereafter referred to as County) desires to develop coordinated networks of programs and services (No Wrong Door Systems) to service the needs of individuals within the Department of Aging and Adult Services (DAAS) by utilizing referral services; and

County has been allocated state funds through the Aging and Disability Resource Connection (ADRC) through the Emerging ADRC Infrastructure Grant to provide such services; and

County and Rolling Start, Inc. mutually agree to partner in the ADRC to provide the following services and abide by the following terms and conditions:

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## I. DEFINITIONS

- A. Aging and Disability Resource Connection (ADRC) – California ADRCs are comprised of a core partnership between an Area Agency on Aging (AAA), Independent Living Center and other partners, along with a broad network of service providers, as determined by the local leadership. Collectively, ADRC partners provide comprehensive, trusted, and objective information, counseling, and assistance through a “No Wrong Door” system. As a result, consumers are empowered to consider all available options, make informed decisions, and access community supports that help them meet their personal goals for independence.
- B. California Department of Aging (CDA) – Administers programs that serve older adults, adults with disabilities, family caregivers and residents in long-term care facilities throughout the state.
- C. Department of Aging and Adult Services (DAAS) – San Bernardino County’s Department of Aging and Adult Services is dedicated to helping seniors and at risk individuals to improve or maintain choice, independence, and quality of life. The department works to ensure that seniors and adults with disabilities have the right to age in place in the least restrictive environment.
- D. Human Services (HS) – The County of San Bernardino Human Services, a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
- E. Rolling Start, Inc. (RSI) – Consumer-controlled, community-based, cross-disability Center for Independent Living with a mission to empower and educate people with disabilities to achieve the independent life of their choice.

## II. ROLLING START, INC. RESPONSIBILITIES

Rolling Start, Inc. shall:

- A. Operate as a core partner of the ADRC of San Bernardino County.
- B. Engage in activities with the expressed goal of accomplishing ADRC Designation as defined by CDA and fulfilling ADRC core services thereafter.
- C. Form a No Wrong Door System with DAAS to serve individuals regardless of age, disability or income by making local access to services easier and helping navigate the service options available.
- D. Develop a plan with DAAS to cover remaining costs after grant funding has expired or have been expended.
- E. Share information pertaining to the administration and delivery of ADRC core services.
- F. Identify at least two (2) staff persons who will represent the local ADRC partnership for State ADRC-related communications. One of those persons shall be the ADRC Liaison.
- G. Convene a local ADRC Advisory Committee in order to involve local consumers and other stakeholders.
- H. Ensure and monitor local operations for consistency with the state’s ADRC Designation Criteria.
- I. Provide ADRC services in a manner that is person-centered. The core and extended partners shall consider and whenever possible support the personal preference of the service recipient.
- J. Actively develop and implement the core partnership and connections with extended partners as an ongoing system improvement process.
- K. Provide and/or make warm transfer referrals to all four (4) core ADRC services identified in the State’s ADRC Designation Criteria.
  - 1. Enhanced Information and Referral,
  - 2. Options Counseling,

3. Short-Term Service Coordination, and
  4. Transition Services.
- L. Promote the ADRC partnership model among peers in other areas of the state.
  - M. Actively participate in CDA sponsored ADRC trainings and ADRC Advisory Committee meetings.
  - N. Provide administrative support to the ADRC, including personnel and in-kind contributions.
  - O. Be available as a subject-matter expert on disability-related services and resources.
  - P. Receive referrals from the information and assistance line.
  - Q. Make referrals to DAAS when appropriate.

### III. COUNTY RESPONSIBILITIES

DAAS shall:

- A. Operate as a core partner of the ADRC of San Bernardino County.
- B. Engage in activities with the expressed goal of accomplishing ADRC Designation as defined by CDA and fulfilling ADRC core services thereafter.
- C. Form a No Wrong Door System, with RSI to serve individuals regardless of age, disability or income by making local access to services easier and helping navigate the service options available.
- D. Develop a plan, with RSI, to cover remaining costs after grant funding has expired or have been expended.
- E. Share information pertaining to the administration and delivery of ADRC core services.
- F. Identify at least two (2) staff persons who will represent the local ADRC partnership for State ADRC-related communications.
- G. Convene a local ADRC advisory Committee in order to involve local consumers and other stakeholders.
- H. Ensure and monitor local operations for consistency with the state's ADRC Designation Criteria.
- I. Provide ADRC services in a manner that is person-centered. The core and extended partners shall consider and whenever possible support the personal preference of the service recipient.
- J. Actively develop and implement the core partnership and connections with extended partners as an ongoing system improvement process.
- K. Provide and/or make warm ntransfer referrals to all four (4) core ADRC services identified in the State's ADRC Designation Criteria.
  1. Enhanced Information and Referral,
  2. Options Counseling,
  3. Short-Term Service Coordination, and
  4. Transition Services.
- L. Promote the ADRC partnership model among peers in other areas of the state.
- M. Actively participate in CDA sponsored ADRC trainings and ADRC Advisory Committee meetings.
- N. Serve as the Fiscal Entity responsible for managing the funding, submitting required data and financial reports, and acting as "Contractor" to CDA.
- O. Provide administrative support to the ADRC, including personnel and in-kind contributions.

- P. Act as a subject-matter expert on aging-related services and resources.
- Q. Receive referrals through the Senior Information and Assistance line.
- R. Make referrals to RSI when appropriate.

#### IV. GENERAL RESPONSIBILITIES OF THE PARTIES

- A. The parties shall ensure that all staff, volunteers and/or subcontractors performing services under this MOU comply with the items below prior to providing any services. Additional information concerning these requirements is specified at <http://hss.sbcounty.gov/Privacy>. The information contained thereat is hereby incorporated by this reference.
  - 1. Read, understand and comply with the Privacy and Security Requirements Summary.
  - 2. Ensure employees, sub-contractors, agents, volunteers and interns who have access to PII complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
  - 3. Ensure employees, sub-contractors, agents, volunteers and interns who have access to PII sign the Confidentiality Statement annually.
  - 4. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via e-mail at: [HSPrivacySecurityOfficer@hss.sbcounty.gov](mailto:HSPrivacySecurityOfficer@hss.sbcounty.gov).
- B. The parties shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The parties shall not use or disclose any identifying information for any other purpose other than carrying out the ARDC's obligations under this MOU, except as may be otherwise required by law. This provision will remain in force even after the termination of the MOU.
- C. The parties shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to RSI or an agent of RSI, or otherwise made available to RSI or RSI's agent in connection with this MOU, or, (2) acquired, obtained, or learned by RSI or an agent of RSI in the performance of this MOU. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.
- D. To the extent applicable, if RSI is a business that collects the personal information of a consumer(s) in performing Services pursuant to this MOU, the parties must comply with the provisions of the California Consumer Privacy Act (CCPA) (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code Section 1798.140. RSI must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. RSI must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this MOU. RSI must immediately provide to the County any notice provided by a consumer to RSI pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA that involves personal information received or maintained pursuant to this MOU. RSI must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).
- E. The parties shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:

1. Assurance that all employees, agents, consultants or volunteers who perform services under this MOU and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
  2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
  3. Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.
- F. The parties agree to and shall comply with the County's Elder and Dependent Adult Abuse Reporting requirements: Under the terms of this MOU, as changes in the Elder and Dependent Adult Reporting Laws are enacted, the parties are bound to comply with the most current regulations.
1. Who Must Report: In accordance with Welfare and Institutions Code (W & I) Section 15630, all employees of RSI and its Subcontractors are mandated reporters of elder and dependent adult abuse. RSI assures all employees, agents, consultants or volunteers who perform services under this MOU and are mandated to report elder and dependent adult abuse will sign a statement (SOC 341A) at <http://www.cdss.ca.gov/cdssweb/entres/forms/English/SOC341A.pdf>, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
  2. When to Report: Mandated reporters are required to report all instances of known or suspected abuse of the elderly and dependent adults immediately or as soon as practically possible, under the following circumstances:
    - a. When the mandated reporter has observed or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse, or sexual abuse; or
    - b. When the mandated reporter is told by an elder or dependent adult that he or she has experienced behavior constituting physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse, or sexual abuse.
  3. To Whom to Report: Incidents of elder and dependent adult abuse must be reported to the correct agency as follows:
    - a. If the abuse has occurred in a long-term care facility, except a state mental hospital or state developmental center, the report shall be made to the local Long-Term Care Ombudsman or local law enforcement;
    - b. If the abuse has occurred in a state mental hospital or state developmental center, the report shall be made to the designated investigators of the State Department of Mental Health or the State Department of Developmental Services or to the local law enforcement;
    - c. If the abuse occurred anywhere other than a long-term care facility or State mental hospital or State developmental center, the report shall be made to Adult Protective Services or local law enforcement.
  4. How to Report: Mandated reporters are required to take the following steps in all instances of known or suspected abuse of the elderly and dependent adults:
    - a. Place an immediate telephone call to Adult Protective services (1-877-565-2020) or local law enforcement to report the incident.

- b. Within two (2) working days of making the telephonic report to the responsible agency, complete a written "Report of Suspected Dependent Adult/Elder Abuse" (SOC 341) form, <http://www.cdss.ca.gov/Portals/9/FMUForms/Q-T/SOC341.pdf?ver=2018-11-15-132736-097>. The completed form must be submitted to the same agency to which the incident was reported by telephone.
- G. The parties shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

In addition to the documentation of DOJ clearance, Contractor shall obtain clearance from the Federal Bureau of Investigation (FBI) and Child Abuse Central Index (CACI), and records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, prior to providing any services. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

- H. The parties shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by County and such conflict may constitute grounds for termination of the MOU. This provision shall not be construed to prohibit employment of persons with whom RSI's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.
- I. The parties agree to and shall comply with the County's Equal Employment Opportunity Program, Employment Discrimination, and Civil Rights Compliance requirements:
  1. Equal Employment Opportunity Program – The parties agree to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000), the California Fair Employment and Housing Act; and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.
  2. Employment Discrimination – During the term of the MOU, the parties shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. the parties shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil

3. Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
4. Civil Rights Compliance – The parties shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County Human Services Contracts Unit within thirty (30) days of signing of the MOU. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County shall supply a sample of the Plan format. the parties shall be monitored by the County for compliance with provisions of its Civil Rights Plan. The parties are required to maintain and provide a current Civil Rights Plan for the duration of the MOU and submit the Assurance of Compliance form (Attachment B) annually. Additionally, the parties shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement annually.
  - a. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [USC 7-Section 3 of the Defense of Marriage Act]
  - b. The parties and its Subcontractor Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."
5. Equity – The parties shall adhere to and participate in County efforts ensuring all individuals and communities have equal access and opportunity to health and wellbeing by providing culturally and linguistically appropriate services to all people of color and culture, age, disabilities, gender, sexual orientation or gender identity including people with limited English proficiency (LEP). Services provided must be respectful of and responsive to the cultural and linguistic needs of County residents.
  - a. The parties shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible service population. Such studies are critical to designing and planning for providing appropriate, effective and equitable services.
  - b. The parties shall partner with and support community partners in addressing disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services. Partnering includes opportunities for partners and community members to design, implement and evaluate practices, and services ensuring equity and cultural and linguistic appropriateness.



- c. The parties shall work with County to communicate and provide opportunities for individuals and communities of color and culture to provide feedback on progress and outcomes achieved to address disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services.
- d. The parties shall recruit, promote and support a culturally and linguistically diverse workforce that is responsive to and represents the population being served. This includes trained and competent bilingual staff.
- e. The parties shall provide training to enhance its workforce knowledge on cultural and linguistic competence. Becoming culturally and linguistically competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective health and human services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect quality of care and is not cost-effective.
- f. To ensure equal access to quality care for diverse populations, the parties providing health and health care services may adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.
- g. Upon request, the parties will provide County Human Services evidence of adherence to requirements listed above.

#### **V. FISCAL PROVISIONS**

- A. There shall be no financial remuneration between the parties for any services provided under this MOU.
- B. The parties may enter into separate contract(s) between each other for services provided utilizing funds from the ADRC Grant as provided under ADRC guidelines.

#### **VI. TERM**

The parties understand and agree that this partnership and agreement shall be valid and enforceable only if sufficient funds are made available by the annual State Budget Act, or other act, of appropriate fiscal years for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the State Governor or Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

#### **VII. GENERAL PROVISIONS**

- A. When notices are required to be given pursuant to this MOU, the notices shall be in writing and mailed to the following respective addresses listed below.

Partner: Rolling Start, Inc.  
1955 Hunts Lane, Suite 101  
San Bernardino, CA 92408

County: Department of Aging and Adult Services  
Attn: ADRC District Manager  
784 E. Hospitality Lane  
San Bernardino, CA 92415


**VIII. CONCLUSION**

- A. This MOU, consisting of 10 pages is the full and complete document describing services to be rendered by RSI to County, including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.
- D. IN WITNESS WHEREOF, the County of San Bernardino and RSI have each caused this MOU to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY


  
 \_\_\_\_\_  
 Curt Hagman, Chairman, Board of Supervisors

Dated: JUL 13 2021  
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

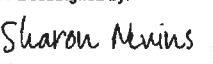
By  \_\_\_\_\_  
 Lynna Monell  
 Clerk of the Board of Supervisors  
 of the County of San Bernardino  
 Deputy



**FOR COUNTY USE ONLY**

Approved as to Legal Form  
 DocuSigned by:  
  
 \_\_\_\_\_  
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 Counsel  
 Date June 2, 2021

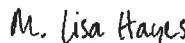
Reviewed for Contract Compliance  
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 Manager  
 Date June 2, 2021

Reviewed/Approved by Department  
 DocuSigned by:  
  
 \_\_\_\_\_  
 1063DFD46FF0461...  
 Department of Aging and Adult Services  
 Date June 2, 2021

Rolling Start Inc.

(Print or type name of corporation, company, contractor, etc.)

DocuSigned by:



0F932ABF2F3D48C...  
 \_\_\_\_\_  
 red signature - sign in blue ink)

Name Lisa Hayes  
 (Print or type name of person signing contract)

Title Executive Director  
 (Print or Type)

Dated: June 2, 2021

Address 1955 Hunts Lane, Suite 101

San Bernardino, CA 92408