



# San Bernardino County

## Legislation Text

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**File #: 5512, Agenda Item #: 8**

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### **REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY AND RECORD OF ACTION**

**February 8, 2022**

#### **FROM**

**SHARON NEVINS, Director, Department of Aging and Adult Services**

#### **SUBJECT**

Amendment to Contract with Rolling Start, Inc. for No Wrong Door Services

#### **RECOMMENDATION(S)**

Approve Amendment No. 1, effective July 1, 2021, to Contract No. 4400016518 with Rolling Start, Inc. for No Wrong Door partnership and infrastructure development updating contract language, expanding services, and increasing the contract amount by \$140,414, from \$87,623 to \$228,037, with no change to the contract period of July 1, 2021 through June 30, 2022.

(Presenter: Sharon Nevins, Director, 891-3917)

#### **COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES**

**Provide for the Safety, Health and Social Service Needs of County Residents.**

**Pursue County Goals and Objectives by Working with Other Agencies and Stakeholders.**

#### **FINANCIAL IMPACT**

This item does not impact Discretionary General Funding (Net County Cost). The \$140,414 increased cost to the contract with Rolling Start, Inc. (Rolling Start) is funded by the State Emerging Aging and Disability Resource Connection (ADRC) Infrastructure grant. Adequate appropriation and revenue have been included in the Department of Aging and Adult Services' (DAAS) 2021-22 budget.

#### **BACKGROUND INFORMATION**

The recommended Amendment No. 1 to the contract with Rolling Start will continue the partnership and expand infrastructure development of the No Wrong Door Network empowering older adults and persons with disabilities to consider all available options, make informed decisions, and access community supports for needed services and meet their personal goals for independence. The recommended Amendment adds expanded services including, but not limited to marketing, hosting events and community outreach efforts, creating plans to continuously improve service delivery and coordination, expanding CalFresh application services, and coordinating services for older and disabled adults to transition from hospital to community or home setting.

The recommended Amendment No. 1 to the contract with Rolling Start includes a non-standard term that differs from the standard County contract terms. The contract requires the County to indemnify, defend, and hold harmless Rolling Start from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors, or omissions of Rolling Start and for any costs

or expenses incurred by Rolling Start except where such indemnification is prohibited by law.

- The standard County contract does not include any indemnification of defense by the County of the Contractor.

Included in the contract is the provision that the Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. In the event that the Parties are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations, each Party shall indemnify the other Party to the extent of its comparative fault.

- Potential Impact: By agreeing to indemnify Rolling Start, the County could be contractually waiving the protection of sovereign immunity. Claims that may be otherwise barred against the County, time limited, or expense limited could be brought against Rolling Start without such limitations, and the County would be responsible to defend and reimburse Rolling Start for costs, expenses, and damages, which could exceed the total contract amount.

Rolling Start performance will be monitored by review of monthly reports and annual monitoring visit to ensure compliance with the administrative, program, and fiscal terms and conditions of the contract. Rolling Start will cooperate with County in the implementation, monitoring and evaluation of this contract and comply with any and all reporting requirements established by this contract. Rolling Start charges must be for services provided to eligible beneficiaries under this funded Program. The County reserves the right to request additional program and/or fiscal reports to facilitate this monthly review. The contract may be terminated without cause by the County with 30 days written notice.

On June 18, 2021, the Purchasing Agent approved a contract with Rolling Start for No Wrong Door partnership and infrastructure development, in the amount of \$87,623, for the contract period of July 1, 2021 through June 30, 2022.

On June 22, 2021, DAAS received additional funding from the State for ADRC No Wrong Door services. Funding must be expended by June 30, 2022. Negotiations with Rolling Start regarding contract language stretched six months; the final agreement was reached January 3, 2022. This item is being presented to the Board of Supervisors (Board) at this as this is the first date available following the required administrative, operational, and legal reviews. Rolling Start has been providing the expanded services since July 1, 2021 for the infrastructure development, establish designation status, and provide access for the expanded services. Board approval at this time will not impact DAAS' services or activities.

## **PROCUREMENT**

Rolling Start is the only State mandated partner for ADRC program funding based in San Bernardino County. Purchasing concurs with this justification and supports the non-competitive procurement due to Rolling Start being the only State mandated provider.

## **REVIEW BY OTHERS**

This item has been reviewed by Human Services Contracts (Patty Steven, Contracts Manager, 388-0241) on January 18, 2022; County Counsel (Jacqueline Carey-Wilson, Deputy County Counsel, 387-5455) on January 24, 2022; Purchasing (Bruce Cole, Supervising Buyer, 387-2148) on January 24, 2022; Finance (Christopher Lange, Administrative Analyst, 386-8393) on January 25, 2022; and County Finance and Administration (Cheryl Adams, Deputy Executive Officer, 388-0238) on January 25, 2022.