

MEMORANDUM OF UNDERSTANDING
between
DAYLE MCINTOSH CENTER
And
COUNTY OF ORANGE OFFICE ON AGING
A Division of OC Community Resources/OC Community Services

I. PURPOSE

The County of Orange (County), Office on Aging (OoA) and the Dayle McIntosh Center (DMC) are partners in the implementation of the Aging and Disability Resource Connection of Orange County (ADRC OC). OoA and DMC shall be referred to each individually as a “Party” and, collectively, as the “Parties” to this MOU or “core partner.” This Memorandum of Understanding (MOU) delineates the responsibilities of both Parties related to further development of the ADRC OC and its ongoing operations.

II. BACKGROUND

Aging and Disability Resource Connection of Orange County (ADRC OC): On January 6, 2020, the State of California Department of Aging (CDA) re-designated the ADRC OC as one of six designated ADRCs in the State of California. The ADRC OC was first designated in May of 2008. The purpose of the ADRC OC is to further the seamless integration of home and community-based services across the continuum and empower individuals to make informed choices about long-term services and supports through the development of a consumer-centered, coordinated entry point into the long-term support system using a “no wrong door” approach.

Dayle McIntosh Center: Dayle McIntosh Center (DMC) is the largest Independent Living Center (ILC) in California, and the only ILC in Orange County. Independent Living is a philosophy and movement of people with disabilities who work for self-determination, equal opportunities, and self-respect. As a nonresidential facility, DMC exists to enable persons with disabilities to succeed in every arena they desire. Its mission is access and independence by, and for, people with disabilities.

Orange County Office on Aging: The County of Orange Office on Aging (OoA) is Orange County’s Area Agency on Aging (AAA). Its mission is to ensure that older adults experience a high quality of life characterized by independence, safety, health, transportation, affordable housing, appropriate nutrition, and social activity.

The OoA carries out the mandates of the Older Americans Act and the Older Californians Act by serving as the county’s lead advocate, systems planner, and facilitator relative to all aging-related issues on behalf of older adults, many of whom also have disabilities. OoA develops area plans for services and funding, administers service contracts, provides support staff to the Senior Citizens Advisory Council, supports the continuum of community-based long-term care services, identifies service gaps and barriers to services, and provides direct services through health education, Options Counseling, and referrals through the Information and Assistance (I&A) Call Center.

III. TERM

The term of this MOU is from October 21, 2020 up through and including October 21, 2023 and may be extended upon written mutual agreement. Either party may terminate this MOU by providing a written Notice to Terminate 60 days prior to the effective date of termination.

IV. SCOPE OF SERVICES

The core partners agree to the following joint and individual activities as supportive of the ADRC OC partnership and its purpose.

DMC and OoA shall:

- Work collaboratively to expand ADRC partnerships in order to ensure provision of the mandated core services of Enhanced Information and Referral/Assistance, Options Counseling, Short-Term Service Coordination, and Transition Services as described in the California Health & Human Services Agency, Aging and Disability Resource Connection Designation Criteria.
- Set forth uniform operational policies and procedures to guarantee a seamless service delivery system.
- Recruit, train, and manage sufficient staff to carry out the full functions of the ADRC OC.
- Develop and implement comprehensive marketing strategies to reach older adults, people with disabilities of any age, caregivers, and family and friends of consumers from the targeted populations.
- Provide outreach and education to ADRC OC partner agencies, targeted groups, and other community organizations upon request.
- Develop and coordinate an advisory committee composed of representatives from the aging and disability communities, active and inactive veterans, providers of healthcare, housing, transportation, caregiver services and other areas related to LTSS.
- Develop and disseminate a consumer satisfaction survey to be used in program evaluation and improvement.
- Develop and maintain the ADRC OC website.
- Jointly prepare and submit quarterly progress reports as defined by the state ADRC advisory committee.
- Explore and apply for additional funding to support the operations of the ADRC OC.
- Maintain consumer, program, and fiscal information for seven years following the termination of this agreement.

DMC shall:

- Hire an ADRC Program Manager who will direct ADRC OC activities with OoA and extended partners, facilitate the ADRC OC Advisory Committee, and supervise program staff.
- Hire and manage ADRC OC administrative and direct service staff.
- Serve as the ADRC OC's lead fiscal agent for any grant money received from CDA or other funding entities.

OoA shall:

- Train and equip call center staff to provide assistance in person and/or over the phone to ADRC OC clients.
- Update and expand the information and resource referral database, the online directory, and the mobile phone app.
- Collect and analyze specified demographic data relevant to consumers served by the ADRC, as well as data specific to Orange County and target populations.

V. FUNDING

As the fiscal agent, DMC will administer grant funds to support and develop the ADRC OC. DMC will incur all costs related to ADRC OC and will reimburse OoA for all reimbursable costs reasonably incurred by OoA in connection with this MOU or its performance under this MOU in an amount not to exceed \$500,000 over the term of this MOU. It is the responsibility of OoA to invoice DMC on a monthly basis for all reimbursable costs. DMC shall be responsible for submitting ADRC OC program budgets, reimbursement requests, and other relevant financial information to CDA.

VI. STAFF OVERSIGHT

DMC will act as the employer of record for all ADRC OC staff. Although specific staff members may be co-located at OoA and other sites, all staff are employees of DMC and will report to the ADRC Program Manager. All decisions regarding hiring, termination, discipline, and advancement of employees are the responsibility of DMC; however, input from OoA will be actively sought to inform these decisions. Co-located ADRC OC employees will be expected to follow all applicable policies, procedures, and direction given by managers at designated project sites. Regular communication will be maintained among project managers to provide adequate support and supervision for co-located staff.

VII. MODIFICATIONS

Any modification or amendment of this MOU must be made in writing and executed by duly authorized representatives of both Parties specifically indicating the Parties' intent to modify or amend this MOU.

VIII. INSURANCE AND INDEMNIFICATION

DMC agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by DMC, its agents, employees, affiliates or subcontractors, pursuant to this MOU. If judgment is entered against DMC and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, DMC and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Insurance Provisions

Prior to the provision of services under this MOU, DMC agrees to purchase all required insurance at DMC's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this MOU have been complied with. DMC agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this MOU. In addition, all subcontractors performing work on behalf of DMC pursuant to this MOU shall obtain insurance subject to the same terms and conditions as set forth herein for DMC.

DMC shall ensure that all subcontractors performing work on behalf of DMC pursuant to this MOU shall be covered under DMC's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for DMC. DMC shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from DMC under this MOU. It is the obligation of DMC to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by DMC through the entirety of this MOU for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of DMC's current audited financial report. If DMC's SIR is approved, DMC, in addition to, and without limitation of, any other indemnity provision(s) in this MOU, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from DMC's, its agents, employee's or subcontractor's performance

of this MOU, DMC shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and

- 2) DMC's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the DMC's SIR provision shall be interpreted as though DMC was an insurer and the County was the insured.

If DMC fails to maintain insurance acceptable to the County for the full term of this MOU, the County may terminate this MOU.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by DMC shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims-made
Professional Liability	\$1,000,000 per claims-made \$1,000,000 aggregate
Sexual Misconduct	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the **County of Orange its elected and appointed officials, officers, agents and employees** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT/MOU**.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that DMC's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, agents and employees** or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT/MOU**.

All insurance policies required by this MOU shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

DMC shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this MOU.

If DMC's Professional Liability, Network Security & Privacy Liability are "Claims-Made" policies, DMC shall agree to maintain coverage for two (2) years following the completion of the MOU.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to address listed in section XVIII. NOTICES of this MOU.

County expressly retains the right to require DMC to increase or decrease insurance of any of the above insurance types throughout the term of this MOU. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify DMC in writing of changes in the insurance requirements. If DMC does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty

(30) days of receipt of such notice, this MOU may be in breach without further notice to DMC, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit DMC's liability hereunder nor to fulfill the indemnification provisions and requirements of this MOU, nor act in any way to reduce the policy coverage and limits available from the insurer.

IX. COMPLIANCE WITH LAWS

The Parties shall observe and comply with federal, state, and local laws that are in effect relating to the terms of this MOU and/or laws that may come into effect during the term of this MOU including, but not limited to, all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU.

X. CHOICE OF LAW AND VENUE

This MOU shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this MOU, venue and jurisdiction shall be in any state court of competent jurisdiction sitting in Orange County, California.

XII. SIGNATURE IN COUNTERPARTS

The Parties agree that separate copies of this MOU and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this MOU will have the same force and effects as if the original had been signed by all Parties.

XIII. INDEPENDENT CONTRACTORS

The Parties shall be considered independent contractors and neither DMC, its employees, nor anyone working under DMC shall be considered and agent or an employee of OoA. Neither DMC, its employees nor anyone working under DMC shall qualify for workers' compensation or other fringe benefits of any kind through OoA.

XIV. CONFLICT OF INTEREST – DMC'S PERSONNEL

DMC shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the OoA. This obligation shall apply to DMC; DMC's employees, agents, and subcontractors associated with accomplishing work and services hereunder. DMC's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence DMC staff or elected officers from acting in the best interests of DMC.

XV. CONFLICT OF INTEREST – COUNTY PERSONNEL

The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The DMC shall not, during the period of this MOU, employ any County employee for any purpose.

XVI. SEVERABILITY

If any provision or any part of this MOU is for any reason held to be invalid and/or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

XVII. ATTORNEY FEES

In any action or proceeding to enforce or interpret any provision of this MOU, each Party shall bear their own attorney's fees, costs and expenses.

XVIII. NOTICES

All notices, requests, and other communications under this MOU shall be in writing and mailed to the proper addresses as follows:

Dayle McIntosh Center
501 N. Brookhurst Street, Suite 102
Anaheim, CA, 92801

Orange County Office on Aging
1300 S. Grand Avenue, Bldg. B
Santa Ana, CA, 92701 Attn: ADRC Manager

Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt, or no greater than one (1) business day after being sent by overnight courier, or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

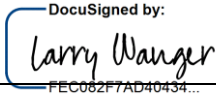
XIX. ENTIRE MOU

This MOU represents the entire understanding of each Party with respect to the subject matter. No change, modification, extension, termination or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the agencies hereto.

Signature Page

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this MOU to be executed.

***Dayle McIntosh Center**

By: 
FEC062F7AD40434...

By: _____

Name: Larry Wanger

Name: _____

Title: Executive Director

Title: _____

Dated: 9/22/2020

Dated: _____

*For Subrecipients that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the secretary, any Assistant secretary, the Chief Financial Officer or an Assistant Treasurer.

For Subrecipients that are not corporations, the person who has authority to bind the Subrecipient to a contract, must sign on one of the lines above.


County OF ORANGE

A political subdivision of the State of California

By: _____
Dylan Wright, Director
OC Community Resources

Dated: _____

**APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL**

By: 
74000D32EE05457...
DEPUTY COUNTY COUNSEL

Dated: 9/21/2020