

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



512
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SUBMITTAL DATE:
September 6, 2007

FROM: Office on Aging

SUBJECT: Memorandum of Understanding (MOU) between Community Access Center and Riverside County Office on Aging

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the attached MOU between the Riverside County Office on Aging and the Community Access Center.
- 2) Authorize the Chairman of the Board of Supervisors to sign three (3) copies (must be original signatures) of the last page of the MOU Agreement.
- 3) Return two (2) copies of the MOU Agreement to the Office on Aging after approval by the Board of Supervisors. One (1) copy will be retained by the Clerk of the Board for filing.

BACKGROUND: Community Access Center (CAC) and Office on Aging (OoA) share in the role of serving as a link between the public and community agencies that offer services and support for seniors and persons with disabilities.

This MOU establishes an interagency agreement between CAC and OoA to collaborate in an effort to assure individuals receive accurate information and access to services with ease in the least restrictive setting. It also demonstrates a commitment to maximize existing resources and expertise to assure the most efficient and cost effective customer response possible. This MOU will remain valid for a period of three (3) years from date of signature and will be reviewed and updated on an annual basis. A copy is attached.

LuVerne M. Molberg, Director

FINANCIAL DATA	Current F.Y. Total Cost:	-0-	In Current Year Budget:	No
	Current F.Y. Net County Cost:	-0-	Budget Adjustment:	No
	Annual Net County Cost:	-0-	For Fiscal Year:	07/08

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Lani Sioson

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:
LARISSA R-MCKENNA
Departmental Counsel
DATE: 10/5/07

Dep't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: N/A

District: All

Agenda Number:

3.19



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MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN COMMUNITY ACCESS CENTER (CAC) AND RIVERSIDE COUNTY OFFICE ON AGING (OoA)

Paul Van Doren
Executive Director

I. PURPOSE OF MEMORANDUM

Board of Directors

Mark Dyer,
President

Janet Newcomer,
Vice President

Perry Halterman,
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Ann Corey,
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Charles Reuter, Jr.
Louis Schneider
Judy Shea
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Doreen Ferko

This Memorandum of Understanding establishes an interagency agreement between the Riverside County Office on Aging (OoA) and the Community Access Center (CAC) on the framing principles and protocols between the two agencies. The protocols will apply to the CAC and HelpLink program in the OoA and used when:

- A. Handling consumer calls for information, referral and assistance from senior citizens and older adults and/or their families and caregivers; and
- B. When implementing five objectives in the Riverside County Strategic Plan on Aging that specifically reference coordination and advocacy with the CAC.

II. BACKGROUND

A. Community Access Center (CAC)

The Mission of the CAC is to empower persons with disabilities to control their own lives, create an accessible community, and advocate to achieve complete social, economic, and political integration. Funding comes from government and private sector grants, donations, and fundraisers. Services include:

1. **System Advocacy** – Outreach and educational activities designed to raise awareness of both needs and capabilities of persons with disabilities.
2. **Individual Advocacy** – Assistance with the resolution of conflicts that impede the ability of persons to live independently.

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3. **Information and Referral** – Collection and Dissemination of information concerning a variety of topics that are of particular interest to persons with disabilities.
4. **Peer Support** – Advice and support for consumers who are finding it difficult to address disability related issues.
5. **Housing Assistance** – Assistance is available for locating accessible, affordable rental units through housing referrals but not financial aid.
6. **Attendant Registry** – Recruitment and referral of personal care attendants to help with homemaking, shopping, driving and/or personal care as well as training on how to hire, train and manage attendants.
7. **Senior Low Vision Program** – This program will enhance independent living skills for seniors with visual disabilities by providing activities of daily living, adjustment counseling, advocacy education, assistive technology utilization, transportation education, and orientation & mobility.

B. Riverside County Office on Aging (OoA)

Under the federal Older Americans Act and Older Californians Act, the OoA has been charged to develop a specialized information and referral system for older adults and adults with disabilities. The OoA's 800-510-2020 HelpLink service line has been in operation for over 10 years to meet that charge.

In addition, the OoA supports the interactive web-based Network of Care (NoC) site which is a tool for seniors, adults with disabilities, caregivers, and provider agencies to access information and resources, to create a personalized care plan, or to participate in legislative advocacy. The NoC program, developed with funding from the California Department of Aging (CDA), is now in place in numerous California counties, and is linked to the 2-1-1 program in those communities, including in Riverside County.

The mission of the HelpLink program is to provide information, referral and comprehensive assistance and follow-up with seniors and adults with disabilities in a manner that promotes informed decisions and improved quality of life.

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C. The MOU Partnership

The CAC and OoA share in the role of serving as a link between the public and community agencies that offer services and support for seniors and persons with disabilities. Both organizations have a long track record of effective customer and community service. A commitment to collaboration is an effort to assure individuals receive accurate information and access to services with ease in the least restrictive setting. It also demonstrates a commitment to maximize existing resources and expertise to assure the most efficient and cost effective customer response possible.

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III. RESPECTIVE RESPONSIBILITIES

A. Community Access Center

CAC's role is to maintain information, have a clear knowledge of the health and human service delivery systems within our communities, and assist the public in locating needed services.

CAC will:

1. Continue to maintain a county-wide up-to-date data base of community health, human services and independent living resources that are relevant to disabled persons.
2. Employ and train Information and Referral Specialists to take calls from the public in search of services.
3. Refer callers to appropriate agencies and services to meet their needs, including to OoA's HelpLink program.
4. Coordinate collaborative efforts in their communities to build the capacities for meeting the health, human service and resource needs of the public.
5. Identify gaps in services and inform funders and service providers about those gaps.
6. Educate the public about available services.
7. Provide a connection to non-emergency assistance during disasters in coordination with Riverside County's integrated disaster response system.

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B. Riverside County Office on Aging – HelpLink

The HelpLink program of the OoA serves as the County of Riverside source for specialized information, assistance and follow-up for seniors and persons with disabilities, their families and caregivers. HelpLink workers provide extensive one-on-one assessment and counseling, and make referrals to services provided within the OoA such as care management and older worker employment training. Referrals are also made to service agencies under contract with the OoA, other county departments, and those community agencies that specialize in services to seniors, adults with disabilities, their families and caregivers.

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OoA will:

1. Continue to serve as the primary focal point in the county for specialized information and assistance and follow up service for older adults and adults with disabilities, their families and caregivers.
2. Continue to refer callers to appropriate agencies and services to meet their needs, including to programs of the CAC.
3. Solicit input from providers and consumers (through the Advisory Council on Aging) to identify priority needs of older adults and those with disabilities, design programs, and evaluate the effectiveness and impact of services on those special populations and on the community as a whole.
4. Develop the official four year Strategic Plan on Aging for Riverside County Board of Supervisors' approval, identifying service priorities and system gaps, and recommending new program development and funding initiatives.
5. Participate in Riverside County Disaster Program to assist in addressing the needs of the population of older adults and those with disabilities in disaster planning and relief efforts.

IV. AGREED UPON PROCEDURES

In order to build and strengthen a partnership, CAC and the Riverside County Office on Aging, adopts the following underlying procedures. These can be used as a framework to guide other collaborating agencies as they develop partnership relationships with either agency.

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A. Information and Referral Procedure

Callers to the CAC will be provided appropriate assistance and referrals to meet the caller's needs, including referrals to OoA, as appropriate, whenever it is apparent that specialized assistance, assessment and/or follow up are indicated.

Additionally, CAC and OoA agree to:

1. Meet together annually to assess how we streamline access to information and avoid duplication of service delivery.
2. Jointly educate the community about our partnership and coordination.
3. Collaborate to increase funding to improve services for seniors and adults with disabilities, and their families and caregivers.
4. Communicate and collaborate as partners in order to expand community support.
5. Work together to develop an effective coordinated response for sharing information on community resources during local disasters.
6. Collectively develop staff training tools and share the tools as partners, including cross training initiatives.
7. Track the number of calls transferred during the regular business day and will meet on a periodic basis to review those results and call transfer procedures, developing changes as needed.

B. Application of Computer Technology Telemedicine

1. The Office on Aging's 2005-2009 Strategic Plan on Aging objective HW.3 includes coordination efforts with community agencies such as the Community Access Center (CAC), to explore the application of computer technology telemedicine, and web MD to assist with overall senior health promotion and wellness issues with the focus being on prevention, including the delivery of medical/dental services to homebound individuals.

To achieve this objective, CAC and OoA agree to:

- a. Participate in an Information Technology roundtable convened by the Advisory Council on Aging,
- b. Jointly review known technology application use that could be applied/expanded to those in need of such assistance in Riverside County.

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c. Collaborate on seeking new grant funding.

2. The Office on Aging's 2005-2009 Strategic Plan on Aging objective HW.4 includes coordination efforts with local officials and key community stakeholders such as the Community Access Center to develop a countywide advocacy strategy for the Advisory Council on Aging to address how to fund and implement computer technology, telemedicine and web MD applications that can assist with overall senior and adult with disabilities health and wellness issues.

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To achieve this objective, CAC and OoA agree to:

- Jointly explore potential positions for legislative proposals that would alleviate barriers to the application of health related technology.
- Collaborate on implementation of recommendations flowing from the Information Technology (IT) Roundtable to be convened June 22, 2006.

C. Accessible Senior and Adults with Disabilities Housing

The Office on Aging's 2005-2009 Strategic Plan on Aging objective H.1 includes coordination efforts with key community stakeholders and other housing related advisory bodies/committees to develop an advocacy strategy for the Advisory Council on Aging regarding the need for affordable and accessible housing options for special populations including seniors, grandparents raising grandchildren, and adults with disabilities.

To achieve this objective, CAC and OoA agree to:

- Jointly promote the application of universal design in new housing construction and home modification.
- Collaborate on implementation of recommendations in the Housing Blue Ribbon Report issued as a result of deliberations in the February, 2006 Housing Forum.

D. On-Demand and Door-to-Door Public Transportation

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ing objective T.1
advocacy efforts with CAC, local transportation providers, and



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transportation authorities to expand on-demand and door-to-door public transportation services/options for frail seniors and adults with disabilities.

To achieve this objective, CAC and OoA agree to:

a. Collaborate with the Partnership for Independent Living in promoting accessible transportation services for seniors and adults with disabilities throughout Riverside County.

2. The Office on Aging's 2005-2009 Strategic Plan on Aging objective T.2 includes coordination efforts with various state and local entities including CAC, to convene two forums to:

a. Identify key elements that should be incorporated into the City/County General Plans and Transportation Plans in order that they are responsive to the transportation needs of seniors, and adults with disabilities throughout Riverside County,

b. Initiate a volunteer transportation assistance program whereby volunteers would accompany first-time users of public transportation to assist them on how to use such services, and

c. Initiate a program whereby seniors and adults with disabilities who are denied renewal of his/her drivers license, be provided detailed information on alternative transportation resources.

To achieve this objective, CAC and OoA agree to:

a. Collaborate the development and implementation of a Transportation Blue Ribbon Report as a result of Deliberations in the May 2007 Transportation Forum and other transportation related discussions.

V. REVIEW, REVISION, TERMINATION

I support of the concept of the Resource Center for Positive Aging, CAC and OoA are committed to working together to build an efficient and effective coordinated process to enhance public access to information, referral,

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This MOU shall be effective upon the date of signature of both parties and remain valid for a



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period of three (3) years, unless terminated earlier by either party upon 30 days written notice. It will be reviewed and updated on an annual basis.

VI. ASSIGNMENT:

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Executive Director

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This Agreement shall not be assigned by PARTNER, either in whole or in part, without prior written consent for COUNTY. Any assignment or purported assignment of this Agreement by PARTNER without the prior written consent of COUNTY will be deemed void and of no force or effect.

VII. LICENSE AND CERTIFICATION:

PARTNER verifies upon execution of this Agreement, possession of a current and valid license in compliance with any local, State, and Federal laws and will be performed by properly trained and licensed staff.

VIII. CONFIDENTIALITY:

PARTNER shall observe all Federal, State and COUNTY regulations concerning confidentiality of records. PARTNER shall refer all requests for information to COUNTY.

IX. COMPENSATION:

Neither party to this Agreement shall be obligated to pay any monetary compensation to the other. Further, neither party to this Agreement shall be obligated to pay any third party as a result of this Agreement.

X. SEVERABILITY:

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.



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XI. COMPLIANCE:

The Contractor warrants and certifies that, in the performance of this Agreement, it shall comply with all applicable laws, rules, regulations and orders of the United States, the State of California, and the County of Riverside, including the laws and regulations pertaining to labor, wages, hours and other conditions of employment. The Contractor further warrants and certifies that it shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of this Agreement.

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XII. HOLD HARMLESS-INDEPENDENT PARTNER:

It is understood and agreed PARTNER is an independent entity and that no relationship of employer-employee exists between the parties hereto. PARTNER shall not be entitled to any benefits payable to employees of COUNTY, including County Workers' Compensation Benefits. COUNTY is not required to make any deductions from the compensation payable to PARTNER under the provisions of this Agreement; and as an independent entity, PARTNER hereby hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

XIII. INSURANCE-INDEMNIFICATION:

PARTNER shall indemnify and hold COUNTY, its officers, agents and employees, free and harmless from any liability whatsoever, including wrongful death, based or asserted upon any acts or omission of PARTNER, relating to or in any way connected with or arising from the accomplishment of the work by PARTNER.

PARTNER further agrees to protect, indemnify and defend at it expense including attorney fees, COUNTY, its officers, agents and employees in any legal action(s) or claim(s) based upon such alleged acts or omissions whether the subject action(s) or claim(s) are well-founded, properly filed or

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Without limiting PARTNER'S indemnification, PARTNER shall maintain in force at all times during the performance of this Agreement, insurance policies evidencing coverage during the entire term of the Agreement as follows:

General liability insurance in the amount of not less than \$1,000,000 per occurrence and aggregate, when PARTNER performs any professional services.

Workers' Compensation insurance in accordance with statutory requirements.

If motor vehicles are used pursuant to this Agreement, not less than \$1,000,000 combined single limit for damage to property and injury to persons.

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XIV. TERMINATION:

This Agreement may be terminated by either party by giving **30 days** written notice by certified mail of intention to terminate, such period beginning upon receipt of notice, and may be terminated for **cause**, such as a willful and or material breach of the agreement by either party by giving **five (5) days** written notice of intention to terminate by certified mail.

XV. FRAUD AND ABUSE:

The PARTNER shall establish and implement appropriate internal management procedures to prevent fraud, abuse and criminal activity. Further, the PARTNER shall establish a reporting process to ensure that the county is notified immediately of any allegation of fraud, abuse or criminal activity or any suspected or proven fraud, abuse or criminal acts committed by staff or participants. If the allegation is of any emergency and/or fiscal nature, immediately thereafter, a written report shall be submitted. Proof of such report will be maintained in the PARTNER'S file. Complaints of a non-criminal nature are handled under regulatory procedures.

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XVI. RECORD RETENTION:

The PARTNER agrees to retain all records pertaining to this Agreement for a period of three years after termination of this Agreement, or such federal and state provisions in effect. If, at the end of three years, there is ongoing litigation or an audit involving those records, the COUNTY shall retain the original records until the resolution of such litigation or audit; the PARTNER shall retain copies of the records until the resolution of such litigation or audit.

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XVII. EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND NONDISCRIMINATION

PARTNER shall comply with **all** non-discrimination and equal opportunity provisions of applicable federal law regulations and acknowledges the government's right to seek judicial enforcement of the non-discrimination assurance. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The PARTNER also agrees any and all other non-discrimination and equal opportunity provisions shall be effectuated as required.

XVIII. JURISDICTION, VENUE, ATTORNEY'S FEES:

This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

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This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall deem to be merged herein. Any modifications to the terms of this Agreement shall be in writing and incorporated herein and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Paul Van Doren
Executive Director

Board of Directors

IN WITNESS WHEREOF, the parties hereto have caused their duly appointed representatives to execute this Agreement.

Mark Dyer,
President

COUNTY OF RIVERSIDE

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Ernesto Vasquez
Leslie Robinson
Loraine Watts
Doreen Ferko

By: Paul Van Doren

By: John F. Tavaglione

Title: Executive Director

Title: Chairman, Board of Supervisors

Dated: SEP 05 2007

Dated: _____

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