

ORIGINAL

**Monterey Bay
Aging & Disability Resource Connection**

AGREEMENT

**MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
AREA AGENCY ON AGING**

SENIORS COUNCIL

CENTRAL COAST CENTER FOR INDEPENDENT LIVING

AGREEMENT

I. DECLARATION

This Agreement is entered into by and between MONTEREY COUNTY, by and through the **MONTEREY COUNTY Department of Social Services/Area Agency on Aging** (hereinafter referred to as **COUNTY**), **SENIORS COUNCIL** (hereinafter referred to as **SENIORS COUNCIL**), and **CENTRAL COST CENTER FOR INDEPENDENT LIVING** (hereinafter referred to as **CCCIL**) for the purpose of establishing an Aging & Disability Resource Connection (**ADRC**) partnership. This Agreement establishes agreed upon responsibilities for each of the parties.

II. BACKGROUND

An Aging & Disability Resource Connection (ADRC) signifies a service delivery system of long term services and supports (LTSS) based upon collaboration and enhanced coordination of services between community based aging and disability service providers. The local ADRC initiative is part of a nationwide effort to restructure services and supports for older adults, persons with disabilities and family caregivers. The overall goal of the ADRC is to empower individuals to effectively navigate their health and social service needs. ADRCs involve networks of local organizations working together in a coordinated manner to provide consumers an improved system for accessing information and assistance. State and federal government officials recognize ADRCs as an integral component of health care reform and the development of effective person-centered service delivery systems.

III. SCOPE OF SERVICES

All parties agree to work cooperatively in good faith to share in the following ADRC planning and development efforts for the Monterey Bay – Tri County region of Monterey, Santa Cruz, and San Benito.

1. Serve as local representatives on behalf of the Monterey Bay ADRC with all state and federal oversight offices
2. Convene a Steering Committee representing the 4 Core Services of an ADRC service delivery system
3. Convene an ADRC Advisory Committee following state standards for membership
4. Manage all meetings of the Steering and Advisory Committee's
5. Maintain records of ADRC planning meetings
6. Develop formal partnership agreements (MOUs) with Steering Committee members
7. Develop ADRC protocols for the delivery and coordination of the 4 Core Services of an ADRC

8. Research, develop and submit grant applications

Monterey County Area Agency on Aging agrees to:

- Serve as lead for program operations

Seniors Council agrees to:

- Serve as lead for fiscal operations

Central Coast Center for Independent Living agrees to:

- Serve as lead for data management

IV. GENERAL PROVISIONS

A. INDEMNIFICATION

SENIORS COUNCIL shall indemnify, defend, and hold harmless the COUNTY and CCCIL, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with SENIORS COUNCIL performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY or CCCIL. "SENIORS COUNCIL performance" includes SENIORS COUNCIL action or inaction and the action or inaction of SENIOR COUNCILS officers, employees, agents and subcontractors.

COUNTY shall indemnify, defend, and hold harmless the SENIORS COUNCIL and CCCIL, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the COUNTY's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the SENIORS COUNCIL or CCCIL. "COUNTY's performance" includes COUNTY's action or inaction and the action or inaction of COUNTY's officers, employees, agents and subcontractors.

CCCIL shall indemnify, defend, and hold harmless the SENIORS COUNCIL and COUNTY, their officers, agents, and employees, from and against any and all claims, liabilities, and

losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CCCIL's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the SENIORS COUNCIL or COUNTY. "CCCIL's performance" includes CCCIL's action or inaction and the action or inaction of CCCIL's officers, employees, agents and subcontractors.

B. INSURANCE PROVISIONS

Insurance Coverage Requirements: Without limiting the duty to indemnify, all parties shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial **General Liability**, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000.00 (one million dollars) per occurrence; and

Comprehensive **Automobile Liability** covering all motor vehicles, including owned, leased, non-owned and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000.00 (one million dollars) per occurrence; and

Worker's Compensation Insurance: If any party employs others in the performance of this Agreement, the party shall maintain Worker's Compensation Insurance in accordance with California Labor Code Section 3700, and with a minimum of \$1,000,000.00 (one million dollars) per occurrence for employer's liability.

General Insurance Requirements: All insurance required by this Agreement shall be with a company acceptable to all parties and authorized by law to transact insurance business in the State of California. Unless otherwise specified in this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date the party completes its performance of services under this Agreement. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical insurance coverage.

In the event any party to this Agreement is lawfully self-insured in any or all of the required insurance areas referenced above, a letter certifying those areas of coverage and in the minimum amounts as set forth in this Agreement, shall be furnished to the other parties prior

to the execution of this agreement.

Cancellation of Insurance: Each liability policy shall provide that all parties will be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof. The parties shall immediately obtain replacement coverage for any insurance policy that is terminated, cancelled, non-renewed, or whose policy limits have been exhausted, or upon insolvency of the insurer that issued the policy.

C. CONFIDENTIALITY AND RECORDS

Confidentiality: All parties and their officers, employees, agents, and subcontractors shall comply with Welfare and Institutions Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by all parties from access to any such records, and from contact with its clients and complainants, shall be used by the parties only in connection with its conduct of the program under this Agreement. The records in the hands of all parties shall remain confidential and may be disclosed only as permitted by law.

Maintenance and Availability of Records: All parties shall prepare and maintain all reports and records that may be required by federal, state or county rules and regulations for monitoring of program and fiscal operations, and shall furnish such reports and records upon request by the official entity.

Retention of Records: All parties shall maintain and preserve all records related to this Agreement, and shall assure the maintenance of such records in the possession of any third party performing work related to this Agreement, for a period of five (5) years from the date of termination of this Agreement. Such records shall be retained beyond the five-year period until any pending litigation, claim, negotiation, audit exception, or other action involving this Agreement is resolved.

D. TERM

This Agreement shall commence effective **October 1, 2014** and remain in full force and effect through **June 30, 2018**, unless sooner terminated as provided herein. Any party may terminate this agreement with or without cause by giving thirty (30) days' written notice to the other parties. This Agreement shall be reviewed annually by all parties.

E. FISCAL

There are no fiscal obligations or responsibilities associated with this Agreement.

F. NOTICE

Notice to the parties in connection with this agreement shall be given personally or by regular mail addressed as follows:

Elsa Quezada, Executive Director
Central Coast Center for Independent Living
318 Cayuga St. Ste 208
Salinas, CA 93901

Clay Kempf, Executive Director
Seniors Council
234 Santa Cruz Avenue
Aptos, CA 95003

Sam Trevino, Director
Area Agency on Aging
Monterey County Department of Social Services
1000 South Main Street, Suite 301
Salinas, CA 93901

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first herein above written.

BY



Clay Kempf, Executive Director
Seniors Council

9/8/14

Date

BY



Elsa Quezada, Executive Director
CCCIL

9/8/14


Date

BY

Elliott Robinson, Director
Monterey County Department of Social Services

Date

APPROVED AS TO FORM:



Deputy County Counsel

9-12-14

Date