

SAMPLE

MEMORANDUM OF UNDERSTANDING

BETWEEN _____

AND _____

AND (AS APPLICABLE) _____

DRAFT 1: May 4, 2021

I. Parties

This Memorandum of Understanding (MOU) is made and entered into by and between the _____, the _____ and the (as applicable) _____, hereafter referred to as the “Core Partnership” for the Aging and Disability Resource Connection (ADRC) of _____.

II. Purpose

The purpose of this MOU is to identify a framework for collaboration and partnership to operate in a manner consistent with State of California ADRC designation criteria and to enhance the local ADRC “No Wrong Door System” to better serve residents and communities. This MOU covers, but is not limited to, efforts in the areas of improving the consumer experience in the navigation of available long-term services and support (LTSS) services, and the provision and coordination of Enhanced Information and Referral, Options Counseling, Short Term Service Coordination, and Transition Services. This MOU does not include funding.

III. Background

The State of California has adopted an ADRC partnership model whereby local Area Agencies on Aging (AAA) and Independent Living Centers (ILC), as Core Partners, can collaborate, integrate resources, and develop efficiencies that help them respond to increasing consumer service needs and expectations, and higher service demands.

The ADRC Designation Criteria and ADRC Indicators of Performance have been developed by state and local stakeholders as a way to bring about

system changes in a collaborative manner that leverages existing expertise to streamline access to LTSS in a familiar way for local consumers.

The California Department of Aging (CDA) ADRC designation process demonstrates an achievement of meeting the State ADRC criteria that includes a “No Wrong Door” principle of service delivery. The designation process is intended to verify the implementation of basic ADRC Core Components and service delivery improvements; and at the same time verify that ADRC programs are delivered in a person-centered service design.

IV. ADRC Service Area

The ADRC Core Partners share the common service areas and will jointly develop the ADRCs No Wrong Door System. The ADRC of _____ shall provide services to the older adults, persons with disabilities, their family and caregivers residing in the following area(s): *(description of service area)*.

V. Independence of Operations

The ADRC partnership model and state ADRC Designation is voluntary; however, CDA promotes the ADRC model as a way for local aging and disability network organizations to respond collaboratively to funding opportunities, increase consumers’ access to any services for which they are eligible, create innovative business models for maximizing revenue, and/or discover operational efficiencies that can benefit the ADRC partner organizations.

Each Core Partner to this MOU will maintain its organization’s identity in providing service in collaboration with ADRC partners. Though Core Partners are expected to collaborate in fulfilling the ADRC purpose, services and operation, each organization is separately responsible for establishing its own policies and financing its own activities. When ADRC funding is available, the Core Partners shall work together in determining the best use of the funds.

VI. Organization Descriptions

ADRC partnerships are dedicated to developing California’s long-term support infrastructure to increase consumer access to home and community-based long-term services and supports and to support older

adults and persons with disabilities maintain their independence and choices of care.

The Area Agency on Aging (*general information and description of specific partnership responsibilities*).

The Independent Living Center (*general information and description of specific partnership responsibilities.*)

Other (*as applicable, general information and description of specific partnership responsibilities*).

VII. Areas of Cooperation

ADRC Core Partners are to develop a shared mission and values to work effectively in partnership in all phases of the ADRC including, but not limited to, planning, direction and decision making. To establish a partnership between the Core Partners, the following areas of cooperation are agreed upon:

Leadership Engagement: The strength of a local ADRC is in its leadership and the ability to identify, assess, and act effectively in developing and managing ADRC core and extended partnerships and services. Leadership for the ADRC shall comprise of:

- AAA Leadership Representative(s)
- ILC Leadership Representative(s)
- Other Core Partner(s) Leadership Representative(s)

Representatives of the ADRC Core Partner organizations shall serve as a point of contact and conduct regular meetings to guide the ADRC planning efforts and direction to fulfill the purpose of the MOU and California's ADRC designation criteria. Special meetings may be called by any Core Partner and a mutually agreed upon time shall be arranged, no greater than ____ days from the initial request.

Consumer Engagement: The ADRC partnership will strive to seek the knowledge and experience of local consumers of LTSS or caregivers of those who use LTSS to support the planning, operation and quality improvement efforts. The ADRC Partnership shall convene meetings of local consumers and stakeholders to serve as an ADRC Advisory

Committee to address issues and tasks, and provide recommendations to the Core Partners.

Program Engagement: Program staff and subject matter experts shall be engaged in the development of ADRC Core Components and coordination of available LTSS to create system changes that will increase consumers' access to any services for which they are eligible. Sufficient program engagement is also essential in developing ADRC program procedures, conducting cross training, developing work plans and system improvements, conducting program training and agency cross training, and in delivering person-centered services in the ADRC No Wrong Door System.

Administrative Engagement: The ADRC Core Partners shall determine how to provide the administrative and technological capacity to support areas such as collecting data and information, tracking consumers and services, measuring performance outcomes, building and maintaining staff expertise, and establishing quality assurance and continuous quality improvement practices.

Fiscal Agent: Though this MOU has no funding and no Fiscal Agent requirement, a Fiscal Agent may be needed to accept grants and contracts on the behalf of the ADRC Partnership. A Fiscal Agent, selected amongst the Core Partners, would carry out the fiscal responsibilities and stewardship of specified designated funds. A separate MOU, agreement, or amendment may be appropriate. In general:

- The Fiscal Agent manage the proper accounting, disbursement, reporting, controls and other fiscal duty requirements of the funder and adhere to the designated fund purpose(s).
- The Fiscal Agent should not assume greater authority over the partnership while carrying out the fiscal duties. The Fiscal Agent carries out the fund's stated purpose in collaboration with the decisions and direction of the ADRC Core Partners.
- Though one Fiscal Agent may be needed for each grant, contract or fund award, an ADRC is not required to have only one Fiscal Agent for all ADRC funding sources. Fiscal Agent roles may be assigned to any Core Partners based upon consideration such as fund purposes, source of funding, and funding requirements.

- Assigned Fiscal Agent(s) would be responsible for, and make available as requested, the financial and grant narrative reports to the ADRC leadership and funding sources.

Public Relations and Awareness: The Core Partners will keep the public informed on how to access assistance through the collaborative efforts, the benefits of the having an ADRC network of community agencies, and how individuals and other community agencies can support the ADRC network.

VIII. Miscellaneous

Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

IX. Periodic Review and Analysis

Core Partners will jointly evaluate their progress in implementing this MOU annually and strengthen their ADRC along with updating and developing new plans and goals as appropriate.

X. Terms and Termination

This MOU is effective as of _____ (or the date of the last signature below) and expires on _____ (or ___year(s) from the last signature date).

The parties may extend this MOU for additional periods not exceeding ___ years each time, and if so, should confirm this in writing. This MOU may be terminated upon ___ days written notice from one party to the other(s). Prior to termination, the parties will meet to discuss the reasons for termination.

XI. Signatures

The aforementioned parties below, indicate agreement with this MOU by their signatures.

| | |
|-----------------------|------|
| | |
| (The Agency on Aging) | Date |
| | |

(The Independent Living Center)

Date

(Other as Applicable)

Date

DRAFT