# MEMORANDUM OF UNDERSTANDING

Between the

**(Local Long-Term Care Ombudsman Program)**

and

**(Local Adult Protective Services)**

For

Coordination of Services Regarding Investigations of

Suspected Elder and Dependent Adult Abuse

Effective (Date)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of APS Program Administrator Name of LTCO Program Coordinator

Name of APS Agency Name of LTCOP

Address Address

This page intentionally left blank.

## 

## Introduction and Purpose

A group of stakeholders from across California came together to address common jurisdictional issues pertaining to local Adult Protective Services (APS) and local Long-Term Care Ombudsman Programs (LTCOP) with regard to the investigation of reports of suspected abuse and neglect of elders and dependent adults. A statewide survey helped to identify jurisdictional conflicts between APS and LTCOP. The workgroup determined that the amount of regulatory revision needed to align jurisdiction was prohibitive.

The stakeholders agreed that an effective way to address this issue is to develop a Memorandum of Understanding (MOU) between APS and the LTCOP which local entities could use at their discretion. The purpose of this MOU is to provide clarification of each agency’s respective role and address jurisdictional issues with the ultimate goal to increase collaboration, address gaps in services and enhance outcomes for elders and dependent adults.

This document will be reviewed annually, on July 1st, by the State Ombudsman and the California Welfare Director’s Association, Adult Services Committee. It will also be reviewed, as needed, in response to substantive legislative changes.

## How to Use this MOU

The laws and regulations that provide guidance to APS and LTCOP allow for varied interpretations of roles, as they relate to jurisdiction for both agencies. These laws and regulations allow both APS and the LTCOP to take a more inclusive approach to identifying jurisdiction and working together to respond to reports of abuse and neglect. This flexibility provides each county the ability to determine and agree to one way of interpreting regulations for use in their county. There are identified sections in the jurisdictional matrix at the end of this document where the interpretation should remain consistent, and other sections where decisions should be made at the local level. Regulations are cited throughout this document. Once the MOU has been executed, dissemination and training to all levels of staff is critical. The local Ombudsman shall send a copy and any subsequent revisions to the State Ombudsman.

This page intentionally left blank.

## Background and Responsibilities of the (Local APS) and the (Local LTCOP)

|  |  |
| --- | --- |
| (Local Adult Protective Services) | (Local Long Term Care Ombudsman Program) |
| The Elder Abuse and Dependent Adult Civil Protection Act, W&I Code § 15600 et seq., establishes Adult Protective Services (APS) as the agency with the authority to investigate elder and dependent adult abuse in the community. Exceptions to this will be defined in this MOU. Statutory requirements for mandated reporters to report suspected elder abuse that has occurred in the community to APS is defined in W&I Code § 15630.  The goal of APS is to provide protective services to elders and dependent adults who are unable to protect their own interests or to care for themselves. APS is to prevent and remedy the abuse, neglect, or exploitation of elders and dependent adults who have been harmed or are at risk of harm. This is achieved by providing intervention activities directed toward safeguarding the well-being of our APS clients and/or linking the elder or dependent adult with appropriate community-based resources.  APS is mandated to cross-report to law enforcement reports of known or suspected physical abuse and neglect. With respect to financial abuse, APS shall first determine whether there is a reasonable suspicion of any criminal activity prior to making the cross-report. (W&I Code §15640(a)(i)). In responding to reports of suspected elder or dependent adult abuse and/or neglect, APS is required to:  Take the telephone report of abuse and advise the mandated reporter to which office to send the written report:   1. Cross-report to law enforcement known or suspected instances of criminal activity; 2. Conduct an investigation to determine the facts of the case:    1. Establish whether the suspected abuse falls within the statutory definition of Abuse of an Elder or a Dependent Adult, (W&I Code §15610.07).    2. Gather information regarding the suspected abuse incident from collateral contacts, if possible, and conduct separate face-to-face interviews with the suspected abuser and victim in order to:  * Determine type(s) of abuse * Determine approximate duration/ frequency of abuse(s) * Determine the identity of the suspected abuser(s) * Evaluate whether abuse is likely to continue without agency intervention * Take photographs of the abuse/neglect and obtain victim’s written consent for release of medical, health, legal and financial records pertinent to the documentation of the abuse * Share information regarding the abuse incident with law enforcement  1. Assess the ability and willingness of both the victim and abuser to participate in a plan to prevent further abuse; and to determine:  * Appropriate intervention to protect victim * If the victim is willing to accept services to remedy or prevent abuse and to have APS proceed with the investigation * If the victim is unwilling to accept services, as APS cannot impose the services  1. Link the victim, abuser and other concerned parties with community resources, as needed.   When APS receives a report of abuse alleged to have occurred in a long-term care facility, APS shall refer the reporter to the LTCOP. However, if APS believes that the reporting party will not follow through with the referral, APS may accept the report and refer it to the LTCOP (APS Manual of Policies and Procedures 33-405). | The State Long-Term Care Ombudsman Program (LTCOP) is mandated by the federal Older Americans Act, 42 U.S.C. 3058g and by the Mello-Granlund Older Californians Act, Welfare and Institutions (W&I) Code § 9700-9741, to advocate on behalf of residents in long-term care (LTC) facilities. Furthermore, the Elder Abuse and Dependent Adult Civil Protection Act, W&I Code § 15630 et seq., establishes statutory requirements for mandated reporters to report elder abuse to the LTCOP.  The mission of the Office of the State Long-Term Care Ombudsman (OSLTCO) is to ensure the dignity, quality of life and care for all residents in LTC facilities primarily serving the elderly by empowering residents and advocating on behalf of those unable to act for themselves.  Under State and federal law, the LTCOP is charged with advocating for LTC residents, including:   1. Provide services to protect the health, safety, welfare, and rights of residents. 2. Ensure that residents have regular and timely access to services provided by the LTCOP and receive timely responses from representatives of the LTCOP. 3. Maintain an ongoing presence in Skilled Nursing Facilities (SNFs) and Residential Care Facilities for the Elderly (RCFEs). 4. Represent the resident before governmental entities and seek administrative, legal, and other remedies. 5. Identify, investigate, and resolve complaints that are made by, or on behalf of, LTC residents that relate to action, inaction or decisions, that may adversely affect the health, safety, welfare, or rights of the residents. 6. Receive and investigate reports of suspected abuse alleged to have occurred in LTC facilities.   Under W& I Code § 15650(a), investigation of reports of known or suspected instances of abuse in LTC facilities shall be the responsibility of the Bureau of Medi-Cal Fraud and Elder Abuse, the local law enforcement agency, and the LTCOP.  Under W&I Code § 15650(f) each local LTCOP shall maintain an inventory of public and private agencies available to assist LTC residents who are victims of abuse. This inventory is used to refer cases of abuse in the event that another agency has jurisdiction, the abuse is verified and further investigation is needed by law enforcement or a licensing agency, or the program does not have sufficient resources to provide immediate assistance.  The intent of this section is to acknowledge that the LTCOP responsibility in abuse cases is to receive reports, determine the validity of reports, refer verified abuse cases to appropriate agencies for further action as necessary, and follow up to complete required report information. Other LTCOP services shall be provided to the resident, as appropriate. |

## Abuse Reporting

|  |  |
| --- | --- |
| (Local Adult Protective Services) | (Local Long Term Care Ombudsman Program) |
| APS will:   * Immediately, or as soon as practicably possible, report by telephone to the LTCOP when abuse is alleged to have occurred in a LTC facility (W&I Code § 15630). * Send a written copy of the abuse report within two working days. * Give priority to "urgent" complaints referred by the LTCOP on a SOC 341 and/or CDA 223.   Reports received by APS outside of normal business hours that are within LTCOP jurisdiction shall be reported to the LTCOP by contacting the LTCOP CRISISline within ***<County to insert time line>***. Immediate response referrals received after normal business hours will be called to the State LTCOP CRISISline (1-800-231-4024) as soon as possible.  If APS or LTCOP receive cases that are outside of their jurisdiction, they will provide all information related to that referral to the other agency. (Note: LTCOP consent and confidentiality requirements do not extend to individuals that are not current or former long-term care facility residents).  If the reporting party is making a report which includes issues that likely would involve APS and the LTCOP, the reporting party shall be encouraged to make reports to both entities. | LTCOP will:   * Request and obtain consent of the victim or legal representative to reveal his/her identity prior to sending a report to APS. * Submit a “Report of Suspected Dependent Adult/ Elder Abuse” form (SOC 341) and/or a “Complaint from the Long-Term Care Ombudsman” form (CDA 223) to APS within ***<insert agreed-upon timeframe>***.   When the LTCOP does not have consent to release their identities, the LTCOP may only cross-report to APS if all identifying information is redacted (e.g., resident name, ethnicity, room number, etc.).   * The LTCOP shall release to APS all reports of known or suspected criminal activity or “urgent” matters as described in this MOU, including redacted reports.   Upon preliminary verification of an “urgent” complaint, the LTCOP will immediately fax information (redacted if consent is lacking) to APS.  Reports received by LTCOP outside of normal business hours that are within APS jurisdiction shall be reported to APS by contacting the APS hotline within ***<Program to insert timeline>***. Immediate referrals will be called to APS hotline as soon as possible.  If APS or the LTCOP receive cases that are outside of their jurisdiction, they will provide all information related to that referral to the other agency. (Note: LTCOP consent and confidentiality requirements do not extend to individuals that are not current or former long-term care facility residents).  If the reporting party is making a report which includes issues that likely would involve APS and the LTCOP, the reporting party shall be encouraged to make reports to both entities. |

## Confidentiality

|  |  |
| --- | --- |
| (Local Adult Protective Services) | (Local Long Term Care Ombudsman Program) |
| APS records and reports of suspected elder or dependent adult abuse and information contained therein are considered strictly confidential and may only be disclosed to certain persons or agencies as stipulated by California W&I Code, § 15633.5. Per this statute, information relevant to the incident of elder or dependent adult abuse may be given to an investigator from an APS agency, a local law enforcement agency, the office of the district attorney, the office of the public guardian, the probate court, the bureau (Department of Justice, Bureau of Medi-Cal Fraud and Elder Abuse), or an investigator of the Department of Consumer Affairs, Division of Investigation who is investigating a known or suspected case of elder or dependent adult abuse.  The identity of any person who reports under this chapter shall be confidential and disclosed only among the following agencies or persons representing an agency: an APS agency, a LTCOP, a licensing agency, and others as permitted by statute (W&I Code § 15633.5(b)).  The identity of a person who reports may also be disclosed to the district attorney in a criminal prosecution, when a person reporting waives confidentiality, or by court order.  Pursuant to statute (W&I Code, § 15633.5), APS and the LTCOP agree to maintain confidentiality of all records shared/disclosed as part of the MOU. As such, all APS and LTCOP staff is under an equal obligation to treat as confidential any information they may acquire, by any means, about any recipient of APS or LTCOP services. Information obtained via this agreement is solely for the purpose of providing services and assistance. | The files and records of the LTCOP may be disclosed only at the discretion of the State Ombudsman (or the person designated by the State Ombudsman to disclose the files and records). However, the State Ombudsman or designee does not have the discretion to disclose the identity of any complainant or resident. State and federal law prohibits the disclosure of the identity of any complainant or resident with respect to whom the LTCOP maintains such files or records unless:   1. the complainant or resident, or the legal representative of the complainant or resident, consents to the disclosure and the consent is given in writing; 2. the complainant or resident gives consent orally and the consent is documented contemporaneously in a writing made by a representative of the Office that is witnessed by the representative and a third-party witness; or 3. disclosure is required by court order.   The LTCOP will request consent of the resident or legal representative to reveal his/her identity prior to sending a report to APS. The LTCOP will cross report suspected abuse complaints (which have occurred outside of a LTC facility (e.g., abuse during a home visit, financial abuse occurring at a financial institution) to APS when the LTCOP has written or oral consent of the resident or the resident’s legal representative, or a court order. The LTCOP will submit a “Report of Suspected Dependent Adult/Elder Abuse” form (SOC 341) and/or a “Complaint from the Long-Term Care Ombudsman” form (CDA 223) to APS.  When the LTCOP does not have consent from all parties to release their identities, the LTCOP may only cross-report to APS, if identifying information is redacted (e.g., resident name, ethnicity, room number, etc.). The LTCOP shall release to APS agency reports of known or suspected abuse as described in this MOU, including redacted reports. |

## Joint Responsibilities of the (Local APS) and the (Local LTCOP)

The following responsibilities confirm the agreement between the LTCOP and APS for coordination of services and to share information between such agencies while adhering to consent and confidentiality requirements.

|  |
| --- |
| The (insert name of local LTCOP) and the (insert name of local APS) mutually agree to: |
| 1. Maintain communication by convening pre-scheduled meetings between the LTCOP and APS ***(insert reasonable frequency)***. 2. Assign staff from APS and the LTCOP to serve as liaisons to respond to requests for policy or program interpretations, program operations information, and training information. 3. APS and the LTCOP will inform each other of any relevant changes pertaining to laws, regulations, policies, and procedures regarding the reporting and investigation of suspected abuse, as well as any relevant changes in APS and LTCOP operations including local program staffing. This information will be sent directly to APS and LTCOP liaisons. 4. If APS or the LTCOP have complaints, or are dissatisfied with the response to a complaint or inquiry, they will contact the designated liaison (or other designated person) to discuss and handle such matters as necessary. 5. For cases that require APS and LTCOP coordination, including a joint response, the designated liaison (or other designated person) will be the first point of contact. 6. If APS or LTCOP receive reports that are outside of their jurisdiction they will provide all information related to that referral without redaction to the other agency. 7. Exchange information regarding training opportunities. When the LTCOP conducts training sessions, APS personnel should be invited to attend. If appropriate, APS personnel should be invited to participate as trainers. Conversely, when APS conducts a relevant training session, LTCOP personnel should be invited to attend. If appropriate, LTCOP personnel should be invited to participate as trainers. 8. If a situation arises that this MOU does not sufficiently address, and further examination of jurisdiction is required, the first point of contact will be each agency’s respective liaison. If the liaison does not have the authority to make a determination on such a matter, s/he will seek consultation utilizing current policies and procedures and render an answer to the other agency liaison. 9. This MOU is an agreement to work cooperatively and is subject to modification and amendment upon the request of either party and with mutual consent. 10. Either party to this MOU may modify or terminate the MOU upon written notice provided at least 30 days in advance to the other party. |

## Mutual Cooperation

The following responsibilities confirm the agreement between (local LTCOP) and (local APS) to provide mutual support and cooperation.

|  |
| --- |
| The (insert name of local LTCOP) and the (insert name of local APS) mutually agree that: |
| 1. APS may refer to LTCOP complaints relating to abuse and neglect or any complaint that a resident may have regarding health, safety, welfare and rights. 2. APS may contact the LTCOP to obtain facility referrals including referrals for emergency placement or sheltering programs. 3. The LTCOP may contact APS to help with placement when a facility is closed. 4. In the event of a disaster, APS and the LTCOP shall coordinate efforts to find emergency placements. The agency with case jurisdiction will be the lead. The LTCOP can be contacted for referrals for such placements and for information about facilities affected by a natural or manmade disaster. 5. If a client is threatening to leave a facility against medical advice (AMA), a referral to the LTCOP can be made. If a client is leaving a facility AMA and there is a concern for the client’s safety, the LTCOP will recommend that the facility make a referral to APS after the client leaves the facility. 6. If a client is being illegally transferred or discharged out of a facility or not allowed to return to a facility from a hospital, the LTCOP can assist in advocating for that client’s right to remain at the facility or return to the facility. A referral to the LTCOP would be appropriate in this instance. 7. APS & LTCOP located in counties which frequently have clients hospitalized or placed in/from neighboring counties are encouraged to cooperate with sister entities in neighboring counties. It is recommended that they establish jurisdictional protocols to investigate abuse allegations and ensure clients are served and protected regardless of where the abuse occurred. |

# Jurisdictional Matrix

## How to use the Jurisdictional Matrix

The jurisdictional matrix is designed to allow APS and the LTCOP, at the county level, to determine jurisdiction and then customize the MOU. An extensive number of scenarios are provided which include the following areas: the type of abuse, where the client lives, who the suspected abuser is, where the abuse occurred, and the type of abuse. Counties can customize this MOU by selecting (indicating with a check mark) the type of abuse and which agency has jurisdiction for each of the proposed combinations of scenarios. The workgroup has recommended **best practice selections in bold type**; however, counties may elect to make their own selections. The following references were used in developing the jurisdictional matrix:

* Coordination between Long-Term Care Ombudsman and Adult Protective Services Programs and Related Issues: Report on a Meeting Sponsored by Administration on Aging, October 1993
* State Ombudsman Procedure Clarification Letters for Local Long-Term Care Ombudsman Programs
* California Health & Safety Code (cited throughout this document)
* California Welfare & Institutions Code (cited throughout this document)
* California Manual of Policy and Procedures for Adult Protective Services (<http://www.dss.cahwnet.gov/ord/PG313.htm>)
* Mello-Granlund Older Californians Act
* Federal Older Americans Act, 42 U.S.C. 3058g

## Long-Term Care Facility Types

For the purposes of investigation of suspected elder and dependent adult abuse, Long-Term Care Facility types are defined in Welfare and Institutions Code section 15610.47, which refers to Health and Safety Code sections 1418(a) and 1502(a)(1),(2).

These facilities include:

* Skilled nursing facilities (SNF), distinct parts of acute hospitals that are licensed as SNFs (aka sub-acute, transitional care units) intermediate care facilities, intermediate care facilities for the developmentally disabled (including habilitative and nursing), nursing facilities congregate living health facilities, residential care facilities for the elderly (aka: assisted living, board and care), adult residential facilities, adult day health care, adult day care, continuing care retirement communities (CCRC)[[1]](#footnote-1)\* and unlicensed community care facilities.
* Health and Safety Code section 1569.44 defines an unlicensed community care facility as a location that is not exempt from licensure and where any of the following exist: the facility is providing elements of care and supervision, the facility represents itself as providing care and supervision, the facility represents itself as a licensed facility, or the facility accepts or retains clients who require care and supervision.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| When the client is: | And the suspectedabuser is: | And the abuse occurs: | And the abuse type is: | The agency to respond will be: |
| In a LTC facility | Resident or Staff (includes contracted staff) | Within the facility or Outside the facility | 🞏 Physical  🞏 Sexual  🞏 Neglect  🞏 Self Neglect  🞏 Financial  Other\_\_\_\_\_\_\_\_ | 🗹 **Ombudsman** |
| In a LTC facility | Non-staff (including family/friends, legal and financial professionals, visitors) | Within the facility | 🞏 Physical  🞏 Sexual  🞏 Neglect  🞏 Self Neglect  Other\_\_\_\_\_\_\_\_ | 🞏 Ombudsman  🞏 APS  🞏 Both  **Lead will be:**  🞏 **Ombudsman**  🞏 APS |
| In a LTC facility | Non-staff (including family/friends, legal and financial professionals, visitors) | Within the facility | 🞏 Financial  Other\_\_\_\_\_\_\_\_ | 🞏 Ombudsman  🞏 APS  🞏 Both  **Lead will be:**  🞏 **Ombudsman**  🞏 APS |
| In a LTC facility | Non-staff (including family/friends, legal and financial professionals, visitors) | N/A | 🞏 Financial  *Non-payment of facility bill* | 🞏 Ombudsman  🞏 APS  🞏 Both  **Lead will be:**  🞏 Ombudsman  🞏 APS |
| In a LTC facility | Non-staff (including family/friends, legal and financial professionals, visitors) | Outside the facility | 🞏 Physical  🞏 Sexual  🞏 Neglect  🞏 Self Neglect  🞏 Financial  Other\_\_\_\_\_\_\_\_ | 🞏 Ombudsman  🞏 APS  🞏 Both  **Lead will be:**  🞏 Ombudsman  🞏 **APS** |
| In a Continuing Care Retirement Community (CCRC), resident living in the independent side of the facility | Staff (includes contracted staff) | Within the CCRC | 🞏 Physical  🞏 Sexual  🞏 Neglect  🞏 Self Neglect  🞏 Financial  Other\_\_\_\_\_\_\_\_ | 🞏 **Ombudsman**[[2]](#footnote-2)\*  🞏 APS  🞏 Both  **Lead will be:**  🞏 Ombudsman  🞏 APS |
| In a CCRC, resident living in the independent side of the facility | Resident | Within the CCRC | 🞏 Physical  🞏 Sexual  🞏 Neglect  🞏 Self Neglect  🞏 Financial  Other\_\_\_\_\_\_\_\_ | 🞏 **Ombudsman**  🞏 APS  🞏 Both  **Lead will be:**  🞏 Ombudsman  🞏 APS |
| When the client is: | And the suspectedabuser is: | And the abuse occurs: | And the abuse type is: | The agency to respond will be: |
| In a CCRC, resident living in the independent side of the facility | Non-staff (including family/friends, legal and financial professionals, visitors) | Within the CCRC | 🞏 Physical  🞏 Sexual  🞏 Neglect  🞏 Self Neglect  🞏 Financial  Other\_\_\_\_\_\_\_\_ | 🞏 Ombudsman  🞏 APS  🞏 Both  **Lead will be:**  🞏 **Ombudsman**  🞏 APS |
| In a CCRC, resident living in the independent side of the facility | Staff (includes contracted staff) | Outside the CCRC | 🞏 Physical  🞏 Sexual  🞏 Neglect  🞏 Self Neglect  🞏 Financial  Other\_\_\_\_\_\_\_\_ | 🞏 Ombudsman  🞏 APS  🞏 Both  **Lead will be:**  🞏 **Ombudsman**  🞏 APS |
| In a CCRC, resident living in the independent side of the facility | Resident | Outside the CCRC | 🞏 Physical  🞏 Sexual  🞏 Neglect  🞏 Self Neglect  🞏 Financial  Other\_\_\_\_\_\_\_\_ | 🞏 Ombudsman  🞏 APS  🞏 Both  **Lead will be:**  🞏 **Ombudsman**  🞏 APS |
| In a CCRC, resident living in the independent side of the facility | Non-staff (including family/friends, legal and financial professionals, visitors) | Outside the CCRC | 🞏 Physical  🞏 Sexual  🞏 Neglect  🞏 Self Neglect  🞏 Financial  Other\_\_\_\_\_\_\_\_ | 🞏 Ombudsman  🞏 APS  🞏 Both  **Lead will be:**  🞏 Ombudsman  🞏 **APS** |
| Living in a Non-licensed Community Care Facility (facility should be licensed) | Staff (includes contracted staff) or Resident | Within the facility or Outside the facility | 🞏 Physical  🞏 Sexual  🞏 Neglect  🞏 Self Neglect  🞏 Financial  Other\_\_\_\_\_\_\_\_ | 🞏 Ombudsman  🞏 APS  🞏 Both  **Lead will be:**  🞏 Ombudsman  🞏 **APS** |
| Living in a Non-licensed Community Care Facility (facility should be licensed) | Non-staff (including family/friends, legal and financial professionals, visitors) | Outside the facility | 🞏 Physical  🞏 Sexual  🞏 Neglect  🞏 Self Neglect  🞏 Financial  Other\_\_\_\_\_\_\_\_ | 🞏 Ombudsman  🞏 **APS**  🞏 Both  **Lead will be:**  🞏 Ombudsman  🞏 APS |
| A licensed Adult Day program | Resident or Staff (includes contracted staff) | Within the facility | 🞏 Physical  🞏 Sexual  🞏 Neglect  🞏 Self Neglect  🞏 Financial  Other\_\_\_\_\_\_\_\_ | 🞏 **Ombudsman**  🞏 APS  🞏 Both  **Lead will be:**  🞏 Ombudsman  🞏 APS |
| When the client is: | And the suspectedabuser is: | And the abuse occurs: | And the abuse type is: | The agency to respond will be: |
| A licensed Adult Day program | Non-staff (including family/friends, legal and financial professionals, visitors) | Within the facility | 🞏 Physical  🞏 Sexual  🞏 Neglect  🞏 Self Neglect  🞏 Financial  Other\_\_\_\_\_\_\_\_ | 🞏 Ombudsman  🞏 APS  🞏 Both  **Lead will be:**  🞏 Ombudsman  🞏 **APS** |
| A licensed Adult Day program | Resident or Staff (includes contracted staff) | Outside the facility  (for example, on a field trip) | 🞏 Physical  🞏 Sexual  🞏 Neglect  🞏 Self Neglect  🞏 Financial  Other\_\_\_\_\_\_\_\_ | 🞏 **Ombudsman**  🞏 APS  🞏 Both  **Lead will be:**  🞏 Ombudsman  🞏 APS |
| A licensed Adult Day program | Non-staff (including family/friends, legal and financial professionals, visitors) | Outside the facility  (for example, on a field trip) | 🞏 Physical  🞏 Sexual  🞏 Neglect  🞏 Self Neglect  🞏 Financial  Other\_\_\_\_\_\_\_\_ | 🞏 Ombudsman  🞏 APS  🞏 Both  **Lead will be:**  🞏 Ombudsman  🞏 **APS** |
| In an Acute Care Hospital or Psych Hospital | Staff, other patients or non staff (including family/friends, legal and financial professionals, visitors) | Within the hospital or within the community  (e. g. individual was neglected at home resulting in hospitalization. Must have been an elder or dependent adult at the time of the abuse) | 🞏 Physical  🞏 Sexual  🞏 Neglect  🞏 Self Neglect  🞏 Financial  Other\_\_\_\_\_\_\_\_ | 🗹 **APS** |
| In an Acute Care Hospital or Psych Hospital | An employee of a licensed facility | In a long term care facility | 🞏 Physical  🞏 Sexual  🞏 Neglect  🞏 Self Neglect  🞏 Financial  Other\_\_\_\_\_\_\_\_ | 🞏 **Ombudsman**  🞏 APS  🞏 Both  **Lead will be:**  🞏 Ombudsman  🞏 APS |
| Facilities exempt from licensure  (e.g. Independent Living Facilities, Sober Living Houses that are not providing care and supervision, etc) | Staff (includes contracted staff) or Resident | Within the facility or Outside the facility | 🞏 Physical  🞏 Sexual  🞏 Neglect  🞏 Self Neglect  🞏 Financial  Other\_\_\_\_\_\_\_\_ | 🞏 Ombudsman  🞏 **APS**  🞏 Both  **Lead will be:**  🞏 Ombudsman  🞏 APS |
| When the client is: | And the suspectedabuser is: | And the abuse occurs: | And the abuse type is: | The agency to respond will be: |
| Facilities exempt from licensure  (e.g. Independent Living Facilities, Sober Living Houses that are not providing care and supervision, etc) | Non-staff (including family/friends, legal and financial professionals, visitors) | Within the facility | 🞏 Physical  🞏 Sexual  🞏 Neglect  🞏 Self Neglect  🞏 Financial  Other\_\_\_\_\_\_\_\_ | 🞏 Ombudsman  🞏 **APS**  🞏 Both  **Lead will be:**  🞏 Ombudsman  🞏 APS |
| Facilities exempt from licensure  (e.g. Independent Living Facilities, Sober Living Houses that are not providing care and supervision, etc) | Non-staff (including family/friends, legal and financial professionals, visitors) | Outside the facility | 🞏 Physical  🞏 Sexual  🞏 Neglect  🞏 Self Neglect  🞏 Financial  Other\_\_\_\_\_\_\_\_ | 🞏 Ombudsman  🞏 **APS**  🞏 Both  **Lead will be:**  🞏 Ombudsman  🞏 APS |
| Prisons and jails |  |  |  | Neither program has jurisdiction (for prisons, refer to California Dept of Corrections and Rehabilitation; for jail, refer back to local law enforcement) |
| State Hospitals and Developmental Centers |  |  |  | Neither program has jurisdiction (report may be made to the designated investigator at the Department of State Hospitals or Developmental Center or local law enforcement) |

This page intentionally left blank.

#### ATTACHMENT 1

## (Local Adult Protective Services) Contact List

A. The contact person for (local APS) for policy issues and general liaison responsibilities shall be:

(enter name, address, contact information)

B. The back-up liaison if/when (named person A) is not available for the local APS agency shall be:

(enter name, address, contact information)

#### ATTACHMENT 2

## (Local LTCOP) Contact List

1. The contact person for the local LTCOP for policy issues, training, legislation and general liaison responsibilities shall be:

(enter name, address, contact information)

1. The back-up liaison if/when (named person A) is not available for the local LTCOP shall be:

(enter name, address, contact information)

#### ATTACHMENT 3

## Optional Language

H. GOVERNING LAW. This MOU shall be governed by, interpreted under and construed and enforced with the laws of the state of California.

I. AMENDMENT. No variation, modification, change or amendment of this MOU shall be binding on either party unless such variation, modification, change or amendment is in writing and duly authorized and executed on behalf of the District, its governing board or its authorized designee. This MOU shall not be amended or modified by oral agreements or understanding between the parties or by any acts or conduct of the parties.

J. ENTIRETY. This MOU constitutes the entire agreement between the parties with respect to the subject matter of this MOU and supersedes all prior and contemporaneous agreements and understandings.

K. NO THIRD PARTY BENEFICIARY/SUCCESSORS AND ASSIGNS. This MOU is made and entered into for the cooperation of the parties in providing services. No other person or entity may assert rights based upon any provision of this MOU.

L. SEVERABILITY. If any provision of this MOU shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this MOU shall not be affected and this MOU shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this MOU.

M. INTERPRETATION. Both parties have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language and any ambiguities shall not be resolved against the drafting party.

This MOU was drafted with the purpose of filling gaps in services provided to elder and dependent adults. If there is change in the statutory and regulatory scheme of the APS and/or LTCOP programs, the changes are binding on the parties.

N. TERMINATION. Either party may terminate this MOU upon a written 30-day notice.

O. NOTICES. For purposes of this MOU, notices shall be sent as follows:

To: [INSERT NOTICE CONTACTS]

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date shown:

This page intentionally left blank.

1. \* Even residents living within an independent living section of a CCRC are considered residents of a LTC facility. [↑](#footnote-ref-1)
2. \* Ombudsman has jurisdiction as the building is licensed under the RCFE or SNF [↑](#footnote-ref-2)