

MEMORANDUM OF UNDERSTANDING

Between the

HUMBOLDT DEL NORTE COUNTIES LONG-TERM CARE
OMBUDSMAN PROGRAM

and

COUNTY OF HUMBOLDT

for

Coordination of Services Regarding
Investigations of Suspected Elder and Dependent Adult Abuse
Effective 2023

This Memorandum of Understanding (“MOU”), is entered into this _____ day of 2023 by and between the Humboldt Del Norte Counties Long-Term Care Ombudsman Program, a federally mandated advocacy group , hereinafter referred to as “LTCOP,” and the County of Humboldt, by and through its Department of Health and Human Services – Adult Protective Services, a political subdivision of the State of California, hereinafter referred to as “APS,” is made upon the following considerations:

Recitals

WHEREAS, a group of stakeholders from across California came together to address common jurisdictional issues pertaining to local Adult Protective Services agencies and local Long-Term Care Ombudsman Programs with regard to the investigation of reports of suspected abuse and neglect of elders and dependent adults; and

WHEREAS, a statewide survey helped to identify jurisdictional conflicts between local Adult Protective Services agencies and local Long-Term Care Ombudsman Programs; and

WHEREAS, the workgroup determined that the amount of regulatory revision needed to align jurisdiction was prohibitive; and

WHEREAS, the stakeholders agreed that an effective way to address this issue is to develop a memorandums of understanding between local Adult Protective Services agencies and local Long-Term Care Ombudsman Programs which local entities could use at their discretion; and

WHEREAS, the purpose of this MOU is to provide clarification of APS’ and LTCOP’s respective role and address jurisdictional issues with the ultimate goal of increasing collaboration, addressing gaps in services and enhancing outcomes for elders and dependent adults; and

WHEREAS, this MOU will be reviewed annually, on July 1st, by the State Ombudsman and the California Welfare Director’s Association – Adult Services Committee and as needed to respond 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.

Background and Responsibilities of the Local APS and the Local LTCOP

Humboldt County APS	Humboldt Del Norte LTCOP
The Elder Abuse and Dependent Adult Civil Protection Act, California Welfare and Institutions Code Sections 15600, <i>et seq.</i> , establishes 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	LTCOP is mandated by the federal Older Americans Act, 42 U.S.C. 3058g and by the Mello-Granlund Older Californians Act, California Welfare and Institutions Code Sections 9700, <i>et seq.</i> , to advocate on behalf of residents in long-term care facilities.

reporters to report suspected elder abuse that has occurred in the community to APS is defined in California Welfare and Institutions Code Section 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. (California Welfare and Institutions Code Section 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:
 - a. Establish whether the suspected abuse falls within the statutory definition of Abuse of an Elder or a Dependent Adult, (California Welfare and Institutions Code Section 15610.07).
 - b. 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)

Furthermore, the Elder Abuse and Dependent Adult Civil Protection Act, California Welfare and Institutions Code Sections 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 is to ensure the dignity, quality of life and care for all residents in long-term care 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 long-term care 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 and Residential Care Facilities for the Elderly.
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, long-term care 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 long-term care facilities.

Under California Welfare and Institutions Code Section 15650(a), investigation of reports of known or suspected instances of abuse in long-term care facilities shall be the responsibility of the Bureau of Medi-Cal Fraud and Elder Abuse, the local law

<ul style="list-style-type: none"> • 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 <p>3. Assess the ability and willingness of both the victim and abuser to participate in a plan to prevent further abuse; and to determine:</p> <ul style="list-style-type: none"> • 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 <p>4. Link the victim, abuser and other concerned parties with community resources, as needed.</p> <p>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).</p>	<p>enforcement agency, and the LTCOP.</p> <p>Under California Welfare and institutions Code Section 15650(f) each local LTCOP shall maintain an inventory of public and private agencies available to assist long-term care 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.</p> <p>The intent of this section is to acknowledge that 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.</p>
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Abuse Reporting

Humboldt County APS	Humboldt Del Norte LTCOP
<p>APS will:</p> <p>Immediately, or as soon as practicably possible, report by telephone to the LTCOP when abuse is alleged to have occurred in a long-term care facility (California Welfare and institutions Code Section 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.</p> <p>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 two working days.</p>	<p>LTCOP will:</p> <p>Request and obtain consent of the victim or legal representative to reveal his/her identity prior to sending a report to APS. 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 within two working days.</p> <p>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,</p>

<p>Immediate response referrals received after normal business hours will be called to the State LTCOP CRISISline (1-800-231-4024) as soon as possible.</p> <p>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).</p> <p>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.</p>	<p>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.</p> <p>Upon preliminary verification of an “urgent” complaint, the LTCOP will immediately fax information (redacted if consent is lacking) to APS.</p> <p>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 two working days Immediate referrals will be called to APS hotline as soon as possible.</p> <p>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).</p> <p>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.</p>
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Ombudsman Confidentiality

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 long-term care 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.

APS Confidentiality

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 Welfare and Institutions Code Section 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 (California Welfare and Institutions Code Section 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 (California Welfare and Institutions Code Section 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 MOU is solely for the purpose of providing services and assistance.

Joint Responsibilities of 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 Humboldt Del Norte Long Term Care Ombudsman Program and the Humboldt County Adult Protective Services mutually agree to:

1. Maintain communication by convening pre-scheduled meetings between the LTCOP and APS as needed.
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 Humboldt Del Norte Counties Long Term Care Ombudsman Program (LTCOP) and Humboldt County Adult Protective Services (APS) to provide mutual support and cooperation.

The LTCOP and the 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 California Welfare and Institutions Code Section 15610.47, which refers to California Health and Safety Code Sections 1418(a) and 1502(a)(1),(2). These facilities include, without limitation:

- Skilled nursing facilities, distinct parts of acute hospitals that are licensed as skilled nursing facilities (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)* 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.

*Even residents living within an independent living section of a CCRC are considered residents of a long-term care facility.

When the client is:	And the suspected abuser 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	<input type="checkbox"/> Physical <input type="checkbox"/> Sexual <input type="checkbox"/> Neglect <input type="checkbox"/> Self Neglect <input type="checkbox"/> Financial Other _____	<input checked="" type="checkbox"/> Ombudsman
In a LTC facility	Non-staff (including family/friends, legal and financial professionals, visitors)	Within the facility	<input type="checkbox"/> Physical <input type="checkbox"/> Sexual <input type="checkbox"/> Neglect <input type="checkbox"/> Self Neglect Other _____	<input type="checkbox"/> Ombudsman <input type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input checked="" type="checkbox"/> Ombudsman <input type="checkbox"/> APS
In a LTC facility	Non-staff (including family/friends, legal and financial professionals, visitors)	Within the facility	<input type="checkbox"/> Financial Other _____	<input type="checkbox"/> Ombudsman <input type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input checked="" type="checkbox"/> Ombudsman <input type="checkbox"/> APS
In a LTC facility	Non-staff (including family/friends, legal and financial professionals, visitors)	N/A	<input type="checkbox"/> Financial <u><i>Non-payment of facility bill</i></u>	<input type="checkbox"/> Ombudsman <input type="checkbox"/> APS <input checked="" type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input type="checkbox"/> APS
In a LTC facility	Non-staff (including family/friends, legal and financial professionals, visitors)	Outside the facility	<input type="checkbox"/> Physical <input type="checkbox"/> Sexual <input type="checkbox"/> Neglect <input type="checkbox"/> Self Neglect <input type="checkbox"/> Financial Other _____	<input type="checkbox"/> Ombudsman <input type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input checked="" type="checkbox"/> APS

When the client is:	And the suspected abuser is:	And the abuse occurs:	And the abuse type is:	The agency to respond will be:
In a Continuing Care Retirement Community (CCRC), resident living in the independent side of the facility	Staff (includes contracted staff)	Within the CCRC	<input type="checkbox"/> Physical <input type="checkbox"/> Sexual <input type="checkbox"/> Neglect <input type="checkbox"/> Self Neglect <input type="checkbox"/> Financial Other _____	<input checked="" type="checkbox"/> Ombudsman* <input type="checkbox"/> APS <input type="checkbox"/> Both: Lead will be: <input type="checkbox"/> Ombudsman <input type="checkbox"/> APS <i>(*Ombudsman has jurisdiction as the building is licensed under the RCFE or SNF)</i>
In a CCRC, resident living in the independent side of the facility	Resident	Within the CCRC	<input type="checkbox"/> Physical <input type="checkbox"/> Sexual <input type="checkbox"/> Neglect <input type="checkbox"/> Self Neglect <input type="checkbox"/> Financial Other _____	<input checked="" type="checkbox"/> Ombudsman <input type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input type="checkbox"/> APS
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	<input type="checkbox"/> Physical <input type="checkbox"/> Sexual <input type="checkbox"/> Neglect <input type="checkbox"/> Self Neglect <input type="checkbox"/> Financial Other _____	<input type="checkbox"/> Ombudsman <input type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input checked="" type="checkbox"/> Ombudsman <input type="checkbox"/> APS
In a CCRC, resident living in the independent side of the facility	Staff (includes contracted staff)	Outside the CCRC	<input type="checkbox"/> Physical <input type="checkbox"/> Sexual <input type="checkbox"/> Neglect <input type="checkbox"/> Self Neglect <input type="checkbox"/> Financial Other _____	<input type="checkbox"/> Ombudsman <input type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input checked="" type="checkbox"/> Ombudsman <input type="checkbox"/> APS
In a CCRC, resident living in the independent side of the facility	Resident	Outside the CCRC	<input type="checkbox"/> Physical <input type="checkbox"/> Sexual <input type="checkbox"/> Neglect <input type="checkbox"/> Self Neglect <input type="checkbox"/> Financial Other _____	<input type="checkbox"/> Ombudsman <input type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input checked="" type="checkbox"/> Ombudsman <input type="checkbox"/> APS

When the client is:	And the suspected abuser 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)	Outside the CCRC	<input type="checkbox"/> Physical <input type="checkbox"/> Sexual <input type="checkbox"/> Neglect <input type="checkbox"/> Self Neglect <input type="checkbox"/> Financial Other_____	<input type="checkbox"/> Ombudsman <input type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input checked="" type="checkbox"/> 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	<input type="checkbox"/> Physical <input type="checkbox"/> Sexual <input type="checkbox"/> Neglect <input type="checkbox"/> Self Neglect <input type="checkbox"/> Financial Other_____	<input type="checkbox"/> Ombudsman <input type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input checked="" type="checkbox"/> 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	<input type="checkbox"/> Physical <input type="checkbox"/> Sexual <input type="checkbox"/> Neglect <input type="checkbox"/> Self Neglect <input type="checkbox"/> Financial Other_____	<input type="checkbox"/> Ombudsman <input checked="" type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input type="checkbox"/> APS
A licensed Adult Day program	Resident or Staff (includes contracted staff)	Within the facility	<input type="checkbox"/> Physical <input type="checkbox"/> Sexual <input type="checkbox"/> Neglect <input type="checkbox"/> Self Neglect <input type="checkbox"/> Financial Other_____	<input checked="" type="checkbox"/> Ombudsman <input type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input type="checkbox"/> APS
A licensed Adult Day program	Non-staff (including family/friends, legal and financial professionals, visitors)	Within the facility	<input type="checkbox"/> Physical <input type="checkbox"/> Sexual <input type="checkbox"/> Neglect <input type="checkbox"/> Self Neglect <input type="checkbox"/> Financial Other_____	<input type="checkbox"/> Ombudsman <input type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input checked="" type="checkbox"/> APS

When the client is:	And the suspected abuser is:	And the abuse occurs:	And the abuse type is:	The agency to respond will be:
A licensed Adult Day program	Resident or Staff (includes contracted staff)	Outside the facility (for example, on a field trip)	<input type="checkbox"/> Physical <input type="checkbox"/> Sexual <input type="checkbox"/> Neglect <input type="checkbox"/> Self Neglect <input type="checkbox"/> Financial Other _____	<input checked="" type="checkbox"/> Ombudsman <input type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input type="checkbox"/> 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)	<input type="checkbox"/> Physical <input type="checkbox"/> Sexual <input type="checkbox"/> Neglect <input type="checkbox"/> Self Neglect <input type="checkbox"/> Financial Other _____	<input type="checkbox"/> Ombudsman <input type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input checked="" type="checkbox"/> 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 <small>(e. g. individual was neglected at home resulting in hospitalization. Must have been an elder or dependent adult at the time of the abuse)</small>	<input type="checkbox"/> Physical <input type="checkbox"/> Sexual <input type="checkbox"/> Neglect <input type="checkbox"/> Self Neglect <input type="checkbox"/> Financial Other _____	<input checked="" type="checkbox"/> APS
In an Acute Care Hospital or Psych Hospital	An employee of a licensed facility	In a long term care facility	<input type="checkbox"/> Physical <input type="checkbox"/> Sexual <input type="checkbox"/> Neglect <input type="checkbox"/> Self Neglect <input type="checkbox"/> Financial Other _____	<input checked="" type="checkbox"/> Ombudsman <input type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input type="checkbox"/> 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	<input type="checkbox"/> Physical <input type="checkbox"/> Sexual <input type="checkbox"/> Neglect <input type="checkbox"/> Self Neglect <input type="checkbox"/> Financial Other _____	<input type="checkbox"/> Ombudsman <input checked="" type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input type="checkbox"/> APS

When the client is:	And the suspected abuser 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	<input type="checkbox"/> Physical <input type="checkbox"/> Sexual <input type="checkbox"/> Neglect <input type="checkbox"/> Self Neglect <input type="checkbox"/> Financial Other _____	<input type="checkbox"/> Ombudsman <input checked="" type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input type="checkbox"/> 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	<input type="checkbox"/> Physical <input type="checkbox"/> Sexual <input type="checkbox"/> Neglect <input type="checkbox"/> Self Neglect <input type="checkbox"/> Financial Other _____	<input type="checkbox"/> Ombudsman <input checked="" type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input type="checkbox"/> 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)

General Terms and Conditions

1. TERM:

This MOU shall begin on _____, 2023 and shall remain in full force and effect until June 30, 2034, unless extended by a valid amendment hereto or sooner terminated as set forth herein.

2. TERMINATION:

A. Termination for Cause. Either party may immediately terminate this MOU, upon written notice, in the event the other party defaults in performing any obligation under this MOU, or violates any local, state or federal, laws, regulations or standards applicable to its performance hereunder.

B. Termination without Cause. Either party may terminate this MOU without cause upon sixty (60) days advance written notice which states the effective date of the termination.

3. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

LTCOP: Humboldt Del Norte Counties Long-Term Care Ombudsman Program
Attention: Andrea Bruhnke, Program Manager
333 J Street, Suite 206
Eureka, California 95501
Confidential Office Phone: (707) 269-1330

APS: Humboldt County Department of Health and Human Services – Adult Protective Services
Attention: Keri Schrock, Program Manager
808 E Street
Eureka, California 95501
Office Phone: (707) 476-2123

OR

Humboldt County Department of Health and Human Services – Adult Protective Services
Attention: Ashley Shively, Supervising Social Worker
808 E Street
Eureka, California 95501
Office Phone: (707) 476-2111

4. REPORTS:

Each party hereby agrees to prepare and submit any and all reports that may be required by any local, state and/or federal agencies for compliance with this MOU. Any and all reports required pursuant to the terms and conditions of this MOU shall be prepared in a format that complies with the Americans with Disabilities Act, and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required pursuant to the terms and conditions of this MOU shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

5. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. Each party hereby agrees to timely prepare accurate and complete records, documents and other evidence relating to its performance hereunder, and to maintain and preserve said records for a period of three (3) years after expiration or termination of this MOU, or as otherwise required by any and all applicable local, state and federal laws, regulations and standards, except that if any litigation, claim, negotiation, audit or other action is pending, such records shall be retained until completion and resolution of all issues arising therefrom.
- B. Inspection of Records. Each party hereby agrees to make any and all records, documents and other evidence relating to its performance hereunder available during normal business hours to inspection, audit and reproduction by any duly authorized local, state and/or federal agencies for a period of three (3) years after expiration or termination of this MOU, or as otherwise required by any and all applicable local, state and federal laws, regulations or standards. Each party further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this MOU, including, without limitation, the costs associated with the administration of this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions related to the performance of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the cost of the audit.

6. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, each party may receive information that is confidential under local, state or federal law. Each party hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, but not limited to, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Requirements. Each party acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving, and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

7. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this MOU, neither party shall unlawfully discriminate in the administration of public assistance and social services programs. Each party hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time.
- B. Professional Services and Employment. In connection with the execution of this MOU, neither party shall unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require employment of unqualified persons.
- C. Compliance with Anti-Discrimination Laws. Each party further assures that it will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

8. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this MOU, LTCOP certifies that it is not a Nuclear Weapons Contractor, in that LTCOP is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. LTCOP agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if LTCOP subsequently becomes a Nuclear Weapons Contractor.

9. INDEMNIFICATION:

- A. Mutual Indemnity. Each party hereto shall hold harmless, defend and indemnify the other party and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.
- B. Comparative Liability. Notwithstanding anything to the contrary, in the event both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability. In such cases, each party will bear their own costs and attorney's fees.
- C. Effect of Insurance. Acceptance of the insurance required hereunder shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder, regardless of whether any insurance is applicable or not.

10. INSURANCE REQUIREMENTS:

- A. General Insurance Requirements. Without limiting the parties' indemnification obligations set forth herein, each party shall maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability, comprehensive automobile, workers' compensation and professional liability insurance policies.
- B. Insurance Notices. Any and all notices regarding the insurance required hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

LTCOP: Humboldt Del Norte Counties Long-Term Care Ombudsman Program
Attention: Andrea Bruhnke, Program Manager
333 J Street, Suite 206
Eureka, California 95501

APS: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

11. RELATIONSHIP OF PARTIES:

It is understood that this MOU is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Each party shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

12. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. Each hereby party agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to its performance hereunder.

- B. Licensure Requirements. Each party hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements applicable to its performance hereunder.
- C. Accessibility Requirements. Each party hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 11135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. Each party hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

13. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

14. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this MOU, the parties agree to comply with the amended provision as of the effective date thereof.

15. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this MOU specific. All such protocols shall be negotiated, determined and agreed upon by each of the parties hereto.

16. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

17. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

18. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this MOU shall be fully binding upon, and shall inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

19. NO WAIVER OF DEFAULT:

The waiver by either party of any breach of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

20. AMENDMENT:

This MOU may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by authorized representatives of each party hereto.

21. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

No official or employee of either party shall be personally liable for any default or liability under this MOU.

22. STANDARD OF PRACTICE:

Each party warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. Each party's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

23. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute relating hereto shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

24. ADVERTISING AND MEDIA RELEASE:

Each party shall obtain the written approval of the other party before any informational material related to this MOU may be used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. Each party shall inform the other party of any and all requests for interviews by media related to this MOU before such interviews take place. Each party shall be entitled to have a representative present at any and all interviews concerning the subject matter of this MOU. Any and all notices required by this provision shall be provided in accordance with the notice requirements set forth herein.

25. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 8 – Record Retention and Inspection, Section 9 – Confidential Information and Section 12 – Indemnification shall survive the expiration or termination of this MOU.

26. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between

the parties hereto and the terms and conditions set forth in this MOU, the terms and conditions set forth herein shall have priority.

27. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

28. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this MOU.

29. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

30. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

31. COUNTERPART EXECUTION:

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This MOU, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.

32. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this MOU as of the date first written above.

HUMBOLDT DEL NORTE COUNTIES LONG-TERM CARE OMBUDSMAN PROGRAM:



By: Andrea Bruhnke, Long-Term Care Program Manager
Area 1 Agency on Aging

Date: October 17th, 2023

COUNTY OF HUMBOLDT:

By: _____
Connie Beck, DHHS Director
*(Pursuant to the authority delegated by the
Humboldt County Board of Supervisors on
2023 [Item])*

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: 12/17/2023