

## Adult Protective Services: Collaboration in APS

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### Memorandum of Understanding Sample

The following represents an example of a Memorandum of Understanding (MOU). Share with participants should questions arise.

#### MODEL MEMORANDUM OF UNDERSTANDING

to address

#### Elder Abuse, Neglect, and Exploitation

(Source: <http://jfs.ohio.gov/PFOF/PDF/I-Team-Model.stm>. \*Please Note: This is a model template and is attached as an example of the requirements needed. It is not legal advice. County department of job and family services should follow the process in place by their county to draft legal documents.)

#### I. STATEMENT OF PURPOSE

The memorandum of understanding (MOU) is an agreement among the county department of job and family services agency and community partners that delineates roles and responsibilities for preventing, reporting, investigating, and prosecuting elder abuse cases. The MOU also identifies procedures for collaborative service provision needed to ensure client safety and well-being.

#### II. PARTICIPATING AGENCIES

At a minimum, the MOU must be signed by an authorized representative of the following entities:

- a. The director of the county department of job and family services;
- b. The director of the agency designated by the CDJFS to perform specified duties prescribed by the Ohio Administrative Code, if applicable;
- c. The county sheriff;
- d. The chief municipal peace officer within the county;
- e. Other law enforcement officers handling adult abuse, neglect or exploitation in the county;
- f. The county prosecuting attorney; and
- g. The county coroner.

Other partners that the county agency may choose to include and sign the MOU are as follows:

- a. A representative of the area agency on aging that serves the region in which the county is located;
- b. The regional long-term care ombudsperson designated for the area;

- c. A representative of the alcohol, drug addiction and mental health services board that serves the county;
- d. A representative of the county health department;
- e. A representative of the county board of developmental disabilities;
- f. A representative of a victim assistance program that serves the county;
- h. A representative of the housing authority that serves the county;
- i. A representative of the entity responsible for investigating substandard housing;
- j. Any other person or entity representative whose participation assists with planning.

### **III. ROLES AND RESPONSIBILITIES OF EACH PARTICIPATING AGENCY**

Under this section of the MOU, the function of each participating entity is defined and the contributions of each delineated (e.g., staff participation, use of office space, participation in training). The CDJFS' roles and responsibilities, as the lead agency, must be clearly specified.

- The Adult Protective Services MOU must establish a protocol for conducting joint investigations with law enforcement and guidelines for forensic evidence collection (to the extent that it exists) needed to prosecute cases of elder abuse, neglect and exploitation.
- The MOU shall also address protocols for making cross-system case referrals and joint service provision.

### **IV. SCOPE OF WORK**

The scope of work identifies the key objectives for collaborations identified within the agreement. Under this section of the MOU, county partners identify shared functions, such as: conducting joint investigations; establishing a protocol for responding to cross-system referrals, collaborative case planning, and joint service provision.

### **V. TRAINING/ORIENTATION**

Cross-systems training is to be provided to MOU parties to ensure all members understand the collaborative's mission, the role of each participating organization, as well as related procedures and protocols.

### **VI. CONFLICT RESOLUTION**

When a conflict occurs among team members, the effect is often broader than the individuals directly involved in the dispute. As disputes are often inevitable the MOU must also describe the local process by which disputes will be resolved so as to not disrupt program effectiveness.

### **VII. CONFIDENTIALITY STATEMENT**

Development of a comprehensive plan to address elder abuse, neglect and exploitation requires the sharing of sensitive, often confidential, information among members of the intervention team. Each MOU must address how this information is to be shared (e.g., use of multi-system releases) so as to be effective while protecting the privacy of the client and his/her family. This section shall also clearly identify who should be notified in the event of a breach or suspected

breach of confidentiality. This section shall also include a statement that the confidentiality provisions of this agreement will survive the termination or expiration of this agreement.

**VIII. TERMS AND CONDITIONS**

The MOU shall contain a section that clearly identifies the period of time under which the terms and conditions of the agreement are in effect. Record retention and limitations of liability should be addressed. In addition, this section shall also specify how the parties will address modifications to the agreement (e.g., dates of effectiveness, termination of participation by one or more members). For example:

- The terms of agreement in your official MOU begin immediately upon signature and remain in effect until modified, deleted, or amended in writing.
- This agreement will become effective upon the execution by all members and will remain in effect until \_\_\_\_\_.
- Any member of this agreement may terminate its participation on the collaborative upon submission of a \_\_\_\_\_ day notice of termination.

**IX. SIGNATURES OF EACH PARTICIPATING AGENCY**

The signature section authorizes the participating parties of the agreement to begin enactment of MOU protocols and activities.

\_\_\_\_\_

Agency Date

Name

Title

\_\_\_\_\_

Agency Date

Name

Title

\_\_\_\_\_

Agency Date

Name

Title