MEMORANDUM OF UNDERSTANDING
FOR THE ELDER AND DEPENDENT ADULT DEATH REVIEW TEAM

Agencies

This Memorandum of Understanding (MOU) is among the:

County of San Diego, Aging and Independence Services (AIS), Health and Human Services Agency (HHSA), San Diego County District Attorney's Office, County of San Diego Medical Examiner's Office, County of San Diego Probation Department, and County of San Diego Sheriff's Department, collectively referred to herein as the "County", and
San Diego City Attorney's Office,
Carlsbad Police Department, Chula Vista Police Department, Coronado Police Department, El Cajon Police Department, Escondido Police Department, La Mesa Police Department, National City Police Department, Oceanside Police Department, San Diego Police Department, Port of San Diego Harbor Police, and CA Highway Patrol - San Diego Border Division, collectively referred to herein as the "Police Departments",
Psychiatric Emergency Response Team, San Diego Regional Center, and Community Care Licensing

The County of San Diego is empowered by State law to establish an interagency elder and dependent adult death review team to assist local agencies in identifying and reviewing suspicious elder and dependent adult deaths and facilitating communication among the various persons and agencies involved in elder and dependent adult abuse and neglect cases. To that end, the County of San Diego launched the Elder and Dependent Adult Death Review Team (EDADRT) in 2003. The agencies listed above are collectively referred to as the "Agencies." The purpose of this MOU is to establish a protocol for EDADRT that the Agencies will follow.

Recitals

WHEREAS, the Agencies desire to confidentially review suspicious deaths of elder and dependent adults in San Diego County,

WHEREAS, the EDADRT was established in San Diego County per California Penal Code Sections 11174.5-11174.9 allowing for the development of an interagency elder and dependent adult death review team,

WHEREAS, the EDADRT has been established to review system-wide practices and policies with the goal of improving the prevention and intervention of elder and dependent adult abuse and neglect in San Diego County,

WHEREAS, through the case review process, the Agencies will generate recommendations aimed at bridging system gaps in service delivery, improvements in policy and protocol, organizational practices and procedures, raising public awareness, and needs for education and training for professionals and the community,

WHEREAS, cases are reviewed by the EDADRT at the appropriate state of the investigation and prosecution in order to preserve case integrity,

WHEREAS, the Agencies will work together to identify risk and lethality factors associated with elder and dependent adult deaths,
WHEREAS, the Agencies agree to facilitate communication among agencies involved in the identification, investigation and prosecution of elder or dependent adult abuse or death in order to bridge system gaps in service delivery,

WHEREAS, the Agencies agree to share data, findings, and trends with EDADRT members in aggregate format as permissible under relevant law,

WHEREAS, the Agencies agree to share data, findings, and trends with the public, in accordance with Penal Code Section 11174.9(c), in aggregate format,

WHEREAS, the Agencies will collectively carryout recommendations made during case review, while also making strides to execute these improvements within their own respective organizations.

1. Administration of MOU

The following individuals are authorized to serve as the administrative representative in this MOU. Any Agency may change its administrative representative by sending notice in writing to the EDADRT Coordinator. Any change of an administrative representative will become effective five calendar days following this notice.

Agencies' Administrative Representatives (insert names)

<table>
<thead>
<tr>
<th>District Attorney's Office</th>
<th>Chief of Police</th>
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<tbody>
<tr>
<td>Agency Director Health and Human Services Agency</td>
<td></td>
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<tr>
<td>Chief Medical Examiner County of San Diego, Medical Examiner's Office</td>
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<tr>
<td>Chief Probation Officer County of San Diego, Probation Department</td>
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<td>Sheriff County of San Diego, Sheriff's Department</td>
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<td>City Attorney San Diego City Attorney's Office</td>
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<tr>
<td>President Community Research Foundation</td>
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<tr>
<td>Executive Director San Diego Regional Center</td>
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<tr>
<td>, Assistant Program Administrator, Community Care Licensing</td>
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</table>

2. County Responsibilities

2.1. Designate a staff person as EDADRT Coordinator for the planning, implementing, and facilitating of the team's coordination functions.
2.2. Work with the Agencies to collect, track, and maintain confidential data including EDADRT case review data and recommendations, and to track the suspicious deaths of elders and dependent adults.

2.2.1. Definitions

2.2.1.1. Elder: Any person 65 years and older (CA Penal Code section 368(g), Welfare and Institutions Code section 15610.27)

2.2.1.2. Dependent Adult: Any person between the ages of 18 and 64 who has physical or mental limitations that restrict his or her ability to carry out normal activities or to protect his or her rights (CA Penal Code 368(h), Welfare and Institutions Code section 15610.23(a))

2.3. Share aggregate data findings with the EDADRT and the public when appropriate.

2.4. Invite attendees from other organizations and experts not listed in this MOU for the purpose of bringing in additional case records and information and/or new skills expertise to benefit the case review process in compliance with Penal Code section 11174.6. Guest attendees will be required to complete the EDADRT Confidentiality Statement before participating.

2.5. Invite family members/friends/co-workers of the decedent or offender to speak at the EDADRT meeting, however, they may not participate in the actual case reviews.

3. Agencies Responsibilities

3.1. Agencies agree to the following:

3.1.1. Attend the EDADRT meetings and be prepared to share case information.

3.1.2. Assist the Coordinator to

3.1.2.1. Track and collect elder and dependent adult fatality data; and

3.1.2.2. Work to implement recommendations made during the EDADRT case review process.

3.1.3. EDADRT members shall not receive additional compensation from any agency other than their own organization for the duties performed for EDADRT related functions or on behalf of the EDADRT including payments, fees, honorariums, donations or other forms of payment.

4. Conformance With Rules And Regulations

Agencies are responsible for complying with applicable Federal, State, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required.

5. Permits and Licenses

Agencies will maintain required approvals, permissions, permits, licenses, certifications, and other forms of documentation necessary to perform the roles required as a member of EDADRT.


The EDADRT process is confidential and oral or written communication or documents shared within or produced by the EDADRT review process are confidential and not subject to disclosure or discoverable by another third party, unless authorized under Penal Code 11174.8. Agencies agree to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information. Each of the Agencies and their representatives to the EDADRT shall be knowledgeable about the
confidentiality rules governing information they possess, and each of the Agencies shall be responsible for ensuring that they comply with all confidentiality laws and regulations.

7. Amendments
This MOU may not be changed, altered, or amended except in writing signed the Agency representatives identified in paragraph 1, above, or the representative's designee.

8. Scope of the MOU
This MOU only applies to the EDADRT program described herein.

9. Term
This MOU shall become effective upon the signing of the last Agency and shall continue for ten years. This MOU will be presented to the Agencies for renewal every ten years.

10. Withdrawal from Team Membership
Any organization listed on the signature page of this document may withdraw from the EDADRT at any time by notifying the EDADRT Coordinator in writing. Withdrawal is effective five calendar days following notice of withdrawal.

11. Termination of the MOU
This MOU may be terminated by a majority vote of all Agencies.

12. Counterparts
This MOU may be executed in counterparts, which when taken together, shall constitute a single original as though all Agencies had executed the same page.

IN WITNESS WHEREOF, this MOU is executed by the Agencies appearing below, acting by and through their authorized officers.