

**NEW YORK STATE OFFICE FOR THE AGING**

2 Empire State Plaza, Albany, NY 12223-1251

Andrew M. Cuomo, Governor

Greg Olsen, Acting Director

An Equal Opportunity Employer

|  |                            |
|--|----------------------------|
| <b>TECHNICAL ASSISTANCE MEMORANDUM</b> | <b>Number 17-TAM-03</b>    |
|  | <b>Supersedes N/A</b>      |
|  | <b>Expiration Date N/A</b> |

**DATE:** January 30, 2017

**TO:** Area Agency Directors

**SUBJECT:** Model Memorandum of Understanding between the Area Agencies on Aging and Local Departments of Social Services

.....

**PURPOSE:** The purpose of this Program Instruction is to transmit the final model Memorandum of Understanding (MOU) between the Area Agencies on Aging (AAAs) and Local Departments of Social Services (LDSS). The New York State Office for the Aging (NYSOFA) and the Office of Children and Family Services (OCFS) recognize that it is beneficial for both agencies and our local partners (AAAs and LDSSs) to establish a framework for developing a collaborative approach to providing services to vulnerable older adults. This model MOU provides the AAAs and LDSSs, specifically local adult protective services, the framework to develop a relationship and an approach to assisting vulnerable older adults.

**BACKGROUND:** The AAAs and LDSSs recognize that it is mutually beneficial to establish a framework for developing collaborative and innovative approaches to providing services to vulnerable older adults. The model MOU is intended to provide that framework to develop a coordinated and responsive system whereby the AAAs and the LDSSs work together to provide assistance needed by vulnerable older adults.

The model MOU was developed to assist AAAs and LDSSs in clarifying their respective roles with regard to assisting vulnerable older adults. The model MOU represents the joint position of the New York State Office for the Aging's (NYSOFA) and Office of Children and Family Services' (OCFS) with respect to the parameters within each AAA and LDSS so that each entity can more precisely identify its respective roles and responsibilities.

The model MOU is intended to be adapted and shaped through local discussion and negotiation to reflect the local circumstances and the respective resources and capacities of both agencies. However, it is intended that the AAAs and the LDSSs stay within the general framework of the model MOU.

Please direct all questions regarding this TAM of the model MOU to [AAALDSSModelMOU@aging.ny.gov](mailto:AAALDSSModelMOU@aging.ny.gov) and those questions will be answered promptly by an appropriate NYSOFA staff member.

**PROGRAMS AFFECTED:**

- |                                      |  |  |
|--------------------------------------|--|--|
| <input type="checkbox"/> Title III-B | <input type="checkbox"/> Title III-C-1 | <input type="checkbox"/> Title III-C-2 |
| <input type="checkbox"/> Title III-D | <input type="checkbox"/> Title III-E   | <input type="checkbox"/> CSE           |
| <input type="checkbox"/> WIN         | <input type="checkbox"/> Energy        |  |
| <input type="checkbox"/> EISEP       | <input type="checkbox"/> NSIP          | <input type="checkbox"/> Title V       |
| <input type="checkbox"/> HIICAP      | <input type="checkbox"/> LTCOP         |  |

X Other:

**CONTACT PERSON:** N/A

**TELEPHONE:** N/A

Model Memorandum of Understanding between  
the [insert name of county] Office for the Aging and  
the [insert name of county] Department of Social Services  
Regarding Services for Vulnerable Older Adults

WHEREAS, local departments of social services (hereafter referred to as “LDSSs”) are responsible for administering the Adult Protective Services programs (hereafter referred to as “APS”) and are required to provide protective services in accordance with federal and state statutes and regulations to adults 18 years of age and older, without regard to income who (1) because of mental or physical impairments, (2) are unable to manage their own resources, carry out activities of daily living, or protect themselves from physical, sexual or emotional abuse; active, passive or self-neglect; financial exploitation; or other hazardous situations without assistance from others, and (3) have no one available who is willing and able to assist them responsibly;

WHEREAS, the local area agencies on aging (hereafter referred to as “AAAs”) administer local aging programs that support older New Yorkers through the programs and services (hereafter referred to as “aging services”) funded by the federal government under the auspices of the Older Americans Act (OAA) including Title IIIB – Supportive Services and Senior Centers, Title IIIC – Nutrition Services, Title IIID – Disease Prevention and Health Promotion and Title IIIE – National Family Caregiver Support Program, and programs and services funded by the State such as the Community Services for the Elderly Program, the Expanded In-home Services for the Elderly Program, and NY Connects: Choices for Long Term Care Program;

WHEREAS, APS and AAA (hereafter referred to jointly as the “Local Agencies”) have identified that it is mutually beneficial to the Local Agencies to establish a framework for developing collaborative and innovative approaches to providing services to vulnerable older adults who are in need of such services and assistance that are available through the programs they administer;

NOW THEREFORE, APS and AAA for and in consideration of mutual promises and covenants herein set forth, enter into this Memorandum of Understanding for the improvement of the delivery of services through programs administered by the Local Agencies to persons 60 years of age and older and agree as follows;

I. COORDINATING AND IMPROVING DELIVERY OF SERVICES

1. APS is responsible for providing or arranging services to adults who because of mental or physical impairments are unable to manage their own resources, carry out activities of daily living, or protect themselves from physical, sexual or emotional abuse; active, passive or self-neglect; financial exploitation; or other hazardous situations without assistance from others; and have no one available who is willing and able to assist them responsibly.
2. AAA is responsible for providing aging services covered by the OAA or State funded programs for older adults which relate to unmet needs or service gaps and serving those who can't obtain necessary services under programs established or funded under Titles XVIII, XIX and XX of the federal Social Security Act (i.e., Medicare, Medicaid and the Federal Block Grant).

3. The Local Agencies agree that frequent communication with each other is essential to the effective and efficient delivery of services for older adults who have been identified as being in need of assistance and/or services. APS and AAA will each designate a staff member as the contact person for its agency and provide the other local agency with the phone number and e-mail address of the designated contact.

## II. REFERRAL AND ASSESSMENT PROCESS

### A. Referral from AAA to APS; APS Assessment Process

1. When AAA finds that an older adult receiving aging services appears to qualify for services and assistance administered by APS, AAA will make a referral to APS by contacting the APS designated staff person or intake unit. AAA will provide a clear concise statement of the facts, including the person's name, contact information, an outline of the identified risks to the older adult in his/her situation, any previous attempts made by AAA to contact other providers or agencies to address this situation, and the reason for the referral to APS. If the initial referral is verbal, such referral will be followed up by AAA giving APS a written referral within three working days. AAA will provide timely response to requests for additional information from APS to enable a decision to be made about acceptance of the case for APS assessment.
2. Upon receipt of the referral from AAA, APS will determine whether to accept or reject the case for an assessment. A decision will be made within 24 hours after the referral is received if APS deems it a life-threatening situation or within three working days after the referral otherwise. If, on the basis of information supplied by AAA or the AAA provider and any additional information obtained by the APS, it appears that the person may be eligible for APS, APS will accept the case for assessment.
3. A case will be rejected for assessment only if APS eligibility can be conclusively ruled out, or if APS has addressed the situation and closed the case during the intake phase. If any doubt remains about a person's APS eligibility or need for protective services, the case will be accepted for assessment. APS will notify AAA of its decision to accept or reject a case for assessment immediately.
4. Upon acceptance of a referral for APS assessment, the APS caseworker will visit the referred individual within three working days of the referral (or 24 hours if the situation is life threatening) in accordance with the State regulations. Joint visits may occur when AAA or APS requests such joint visit and APS determines that a joint visit will facilitate the APS assessment process.
5. During the 60 calendar day period between the acceptance of a referral and the determination of APS eligibility, APS will assess the person's needs and provide or arrange for any services in accordance with State law, to meet the individual's needs which have been identified during the assessment process.
6. As soon as reasonably possible, but no later than 60 calendar days after the referral date, a determination will be made by APS whether the case will be opened for APS beyond the assessment period. Cases which do not meet the "APS Client Characteristics" will not be opened for ongoing APS services (e.g., cases in which the identified risk factors have been resolved during the 60 day assessment process or

cases in which there is no indication of abuse, neglect or exploitation, or the adult has a person or agency available who is willing and able to assist them responsibly).

7. Upon completion of the assessment, APS will inform AAA within 15 calendar days of its decision to open, or not open, a case for ongoing APS services. For cases opened for APS in which AAA continues to actively provide case management services to the individual, AAA and APS will work collaboratively on a written case plan which outlines service goals, services to be provided, the roles of each agency and provides for the regular scheduling of meetings as needed to discuss the case and the respective roles of the Local Agencies in the provision of services. The written case plan will be made part of the record about the older adult maintained by each agency.
8. In the event that APS decides not to open a case for ongoing APS services, the AAA will be provided contact information for a supervisor to obtain an explanation as to how APS reached that decision.
9. AAA agrees to provide to APS the AAA case record information, subject to any confidentiality prohibitions provided under state and Federal law, that APS needs to investigate risks, conduct its assessment and provide services as appropriate to the adult referred by AAA.

B. Referral from APS to AAA

1. APS, based upon information obtained as a result of a referral from someone other than AAA staff or obtained during the assessment period, will make a referral to AAA of any older adult whom it believes would benefit from programs or services administered by AAA by contacting the AAA designated staff person. APS will provide a clear concise statement of the facts, the name, contact information, and the reason for the referral to AAA. If the initial referral to AAA is verbal, such referral will be followed up by APS giving AAA a written referral within three working days.
2. Upon receipt of the referral, AAA will contact the individual or an authorized representative of the individual within 15 calendar days, or as soon as possible, to assess the needs of the older adult to determine which programs or services, if any, for which the individual is eligible. If the individual is eligible AAA will also determine whether the individual wants the services AAA can offer and whether there is a provider able and willing to serve such individual.
3. Upon completion of assessment and/or application process, AAA will plan for any services that are appropriate and available. AAA will notify the APS designated staff person of the services which will be provided to the older adult that was the subject of the referral.
4. Within 30 calendar days of the commencement of AAA services for an older adult with whom APS will be involved beyond the 60 day assessment period, the Local Agencies will jointly develop a written plan which includes service goals, services to be provided, the specific service provider, the anticipated date services will begin, and the respective roles of LDSS/APS and AAA. In a case mutually served by both AAA and APS, the Local Agencies will determine who will serve as the primary case manager on a case by case basis based on the needs of the client and the available resources and programs of the respective Local Agencies. In the event that the older adult is a recipient of aging

services, APS agrees to provide the information that is needed so that AAA can satisfy program documentation requirements without duplication of effort, in accordance with the requirements of applicable law, including confidentiality provisions.

### III. COORDINATION AND SERVICE DELIVERY

1. Care Plans for Joint Cases: In mutually served cases in which both APS and AAA are involved in providing case management, or in other mutually served cases as may be agreed to by the parties hereto, each agency will take responsibility for those activities assigned to it in the written case plan.
2. APS Services: In cases accepted by APS, APS will provide those services which are part of the individual service plan and which are outlined in Social Services Law § 473(1) and in regulations contained in 18 NYCRR Part 457. APS will arrange and make available appropriate services funded by APS available under the LDSS Child and Family Services Plan.
3. Refusal of APS Services: In those situations in which an individual at least 60 years of age has been determined to be in need of APS by APS but refuses to accept necessary services, APS shall make reasonable efforts to encourage such individual to accept necessary services voluntarily. These efforts shall include utilizing the influence of family members, friends, neighbors and representatives of other agencies, including AAA, to encourage the individual to accept services voluntarily. If such efforts fail and APS determines that the provision of involuntary services is necessary, APS shall seek appropriate involuntary protective services on behalf of the individual. AAA will to the extent feasible and appropriate provide information to assist APS in documenting the need for involuntary services. Where APS is providing services to an involuntary client pursuant to the appropriate legal authority, it shall continue to make reasonable efforts to encourage the individual to accept services voluntarily as appropriate in the least restrictive manner possible.
4. AAA Supportive Services: In cases accepted by AAA, AAA shall be responsible for arranging for or providing an APS client with those necessary supportive services to the extent that the APS client is eligible for the services and resources (including funding) are available. Older adults who are eligible for or are receiving services to meet their needs pursuant to titles XVII, XIX, and XX of the federal Social Security Act or any other governmental programs or for services provided to residents in adult residential care facilities are not eligible for OAA or state funded community services. These services may include, but are not limited to, home delivered meals, congregate meals, transportation services, social day care, home care services, and legal services.
5. Changes in Client's Condition: In mutually served cases, each agency will notify the other of significant changes in the shared client's condition or situation (e.g., changes in medical status, living situation, loss of benefits) as soon as practicable after a change is identified, upon a determination from the other local agency that the information is necessary to determine the need for or to continue to provide or arrange for services. Each agency may at any point call a case conference involving both agencies and other service providers if it is felt that a conference is needed to review significant changes in the person's situation or to devise an appropriate service plan.

6. Discontinuation of Services: In a mutually served case, any activity or decision by either agency which would have the effect of discontinuing, reducing services, closing a case or otherwise significantly changing the service plan must be communicated in writing to the other agency as soon as practicable. Verbal communication may appropriately preface the written communication.
7. Unmet Needs:
  - a. Individual Needs: If neither APS nor AAA can meet the needs of an individual, they shall jointly cooperate in making reasonable efforts to locate other available community resources, including other public, private and voluntary agencies, charitable organizations and religious institutions, which may be able to meet the individual's needs. If after such efforts, the individual's need cannot be met, the unmet need shall be recorded by both agencies.
  - b. Systemic Unmet Needs: If local agencies identify any significant unmet needs or gaps in services, they shall be share these annually with their state agency counterparts.

#### IV. CONFIDENTIALITY/INFORMATION SHARING

8. Local Agencies agree to share such information about the referred or mutually served person necessary to determine eligibility for services, to conduct assessment and development of services plans, to the extent permitted by applicable laws and regulations, including but not limited to Social Services Law (SSL) section 473-e and 18 NYCRR Part 457.16, and Older American Act (OAA) section 307(12)(c), OAA section 705(a)(6)(A), OAA section 721(e)(2) and (3), 45 CFR Section 1321.51.
9. Local Agencies agree to orient their staff with respect to confidentiality and information-sharing.

#### V. CONFLICT RESOLUTION

1. Local Policies: The Local Agencies recognize that prompt resolution of local interagency policy or practice disagreements is crucial to the effective delivery of services to vulnerable older adults. Although each Local Agency retains responsibility for making eligibility decisions regarding its own programs and determining the type, duration, and scope of services it will provide to eligible persons, the needs of vulnerable older adults are better served by providing essential services in a coordinated, efficient, timely manner. The Local Agencies acknowledge that there may be situations which will result in conflicts between them and have prepared for such situations by developing the procedure described below to resolve any conflicts that may occur.
2. Eligibility Determinations: If the conflict concerns the older adult's eligibility for programs and services provided by the other agency, the agency shall contact the other Local Agency's designated staff person in writing specifying the facts it has which support its position that the older adult is eligible for the programs and/or services. It will also submit any documentation it has in its possession that supports a finding of eligibility. Upon receipt of the information the Local Agency will consider the information provided

and notify the other Local Agency of its decision within XX days of completing its reconsideration of eligibility.

3. **Client-Specific Service Plans:** If the conflict concerns the appropriateness of the service plan for jointly served clients, the Local Agencies will meet to discuss the plan within XX days of being notified that there is a conflict. The notice will at a minimum include a clear statement of the perceived problem and a recommendation of the changes that would result in a plan that would meet the needs of the older adult.
4. **State Guidance:** APS and AAA will make every effort to resolve conflicts at the local staff level. If necessary, supervisory staff in each agency shall confer to reach an acceptable resolution. If no resolution results then the dispute will be referred to the administrative level of the respective agencies. If there are remaining unresolved issues, or if there are issues that need clarification at the state level, each party reserves the right to pursue the matter further by requesting guidance from OCFS and/or NYSOFA administrative staff, as applicable.

#### VI. REPORTING REQUIREMENTS FOR JOINT CLIENTS

1. Each Local Agency is subject to federal and state reporting requirements that affect the form and substance of the records it maintains concerning applicants and recipients of program services and assistance.
2. To the extent legally permissible, APS or AAA will share reports it has developed, including confidential information, as is necessary for the other agency to satisfy reporting requirements applicable to it to avoid duplication of effort.

#### VII. EDUCATION AND TRAINING

1. APS and AAA agree to provide interagency education and training opportunities for staff of the respective agencies, as appropriate and as resources may allow. The education and training programs at a minimum will focus on: the programs and services for vulnerable older adults administered by the Local Agencies; development of the client service plan for individuals receiving both APS and Aging services; conflict resolution; model practices in maintaining client records; confidentiality and information-sharing; and additional subjects of interest to the staff of both agencies.
2. APS and AAA agree to share educational and training materials of joint interest.