

RESOLUTION NO. 2747

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO A MEMORANDUM OF AGREEMENT BETWEEN THE SALISBURY POLICE DEPARTMENT, THE WICOMICO COUNTY DEPARTMENT OF SOCIAL SERVICES, THE WICOMICO COUNTY STATE'S ATTORNEY'S OFFICE, WICOMICO COUNTY SHERIFF'S OFFICE, THE FRUITLAND POLICE DEPARTMENT, THE DELMAR MARYLAND POLICE DEPARTMENT, THE WICOMICO COUNTY HEALTH DEPARTMENT AND MAC, INC., IN ORDER TO CONDUCT JOINT INVESTIGATIONS TO PROTECT AND ASSIST IN THE PROTECTION AND SAFETY OF VULNERABLE ADULTS.

WHEREAS, the Annotated Code of Maryland, Family Law Article, Section 14-303 provides authority for joint investigation cooperative agreements for investigation to protect the welfare of vulnerable adults; and

WHEREAS, this Agreement is intended to ensure prompt investigation of reports of suspected adult abuse, in order to protect the welfare of the vulnerable adult involved; and

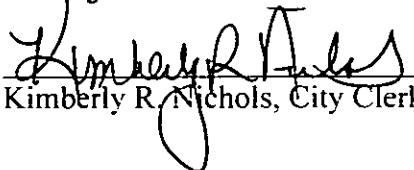
WHEREAS, the City believes that this Agreement will better protect the citizens of the City of Salisbury; and

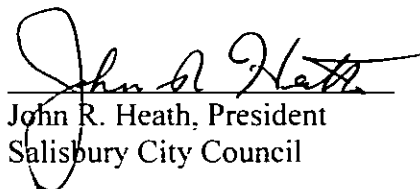
WHEREAS, the City desires that the Salisbury Police Department be a part of this Agreement.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND that the Chief of Police is authorized to sign and enter into the Memorandum of Agreement with Wicomico County Department of Social Services, Wicomico County State's Attorney's Office, Wicomico County Sheriff's Office, Fruitland Police Department, Delmar Maryland Police Department, Wicomico County Health Department and MAC, Inc., a copy of which is attached hereto as Exhibit 1, in order to conduct joint investigations to protect and assist in the protection and safety of vulnerable adults.

THIS RESOLUTION was duly passed at a meeting of the Council of the City of Salisbury held on April 24, 2017, and is to become effective immediately upon adoption.

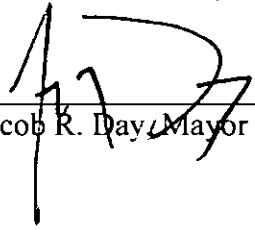
ATTEST:


Kimberly R. Nichols, City Clerk

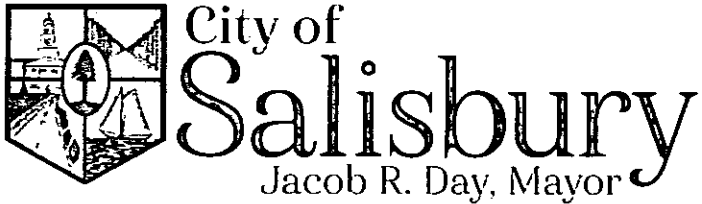

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS:

26th Day of APRIL, 2017



Jacob R. Day, Mayor



April 11, 2017

TO: Julia Glanz
City Administrator

FROM: Chief Barbara Duncan

SUBJECT: Memorandum of Understanding – Joint Investigative Procedures of Vulnerable Adults

Attached, please find a Memorandum of Understanding from the Wicomico County Department of Social Services allowing the Chief of Police to sign this Agreement between the Salisbury Police Department, Wicomico County Department of Social Services, the Wicomico County State's Attorney Office, Wicomico County Sheriff's Office, the Fruitland Police Department, the Delmar Maryland Police Department, the Wicomico County Health Department and MAC, Inc. in order to conduct joint investigations to protect and assist in the protection and safety of vulnerable adults.

Unless you, or the Mayor, have further questions, please forward this Memorandum of Understanding to the City Council.

Barbara Duncan
Chief of Police

MEMORANDUM OF AGREEMENT
FOR JOINT INVESTIGATIVE PROCEDURES
OF VULNERABLE ADULTS BY AND
BETWEEN
THE WICOMICO COUNTY DEPARTMENT OF SOCIAL SERVICES
THE WICOMICO COUNTY STATE'S ATTORNEY'S OFFICE
THE MARYLAND STATE POLICE
THE WICOMICO COUNTY SHERIFF'S DEPARTMENT
THE SALISBURY POLICE DEPARTMENT
THE FRUITLAND POLICE DEPARTMENT
THE DELMAR MARYLAND POLICE DEPARTMENT
THE WICOMICO COUNTY HEALTH DEPARTMENT
AND
MAC, INC. (AREA AGENCY ON AGING)

THIS AGREEMENT, entered into on the _____ day of _____,
_____, by and between Wicomico County Department of Social Services (hereinafter referred
to as the local Department); the State's Attorney's Office for Wicomico County, Maryland
(hereinafter referred to as the State's Attorney's Office); the Wicomico County Sheriff's
Department (hereinafter referred to as the Sheriff's Department); the Maryland State Police
(hereinafter referred to as the State Police); the Salisbury City Police Department, the Fruitland
Police Department, and the Delmar Maryland Police Department (all hereinafter referred to as
the local police); the Wicomico County Health Department (hereinafter referred to as the Health
Department); and the Area Agency on Aging (hereinafter referred to as MAC, Inc.)

PURPOSE:

WHEREAS, the local Department, MAC, Inc., the Health Department, the State's Attorney, the Sheriff's Department, the State Police and the local police enter into this Memorandum of Agreement in recognition that each has separate duties and responsibilities to protect and assist in protecting the safety and well-being of vulnerable adults; and

WHEREAS, Section 14-303 of the Family Law Article of the Annotated Code of Maryland, provides authority for joint investigation responsibilities clarified in COMAR Title 07.02.16.07 and 07.02.16.08, wherein it states that Coordination with Law Enforcement Official, "Each local department shall meet with appropriate law enforcement agencies and State's Attorney's office to develop written agreements on procedures for joint investigation responsibilities and information sharing"; and

WHEREAS, this cooperation is intended to ensure prompt investigation of reports of suspected adult abuse, in order to protect the welfare of the vulnerable adult involved.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the mutual covenants contained herein, the parties hereto do covenant and agree as follows:

The definitions of terms as they may apply in the context of this Agreement are:

1. "Vulnerable adult" – means an adult who lacks the physical or mental capacity to provide for their daily needs.
2. "Adult" – means a person 18 years of age or older.
3. "Abuse" – means the sustaining of any physical injury by a vulnerable adult as a result of cruel or inhumane treatment or as a result of a malicious act by a person.
4. "Exploitation" – means any action, which involves the misuse of a vulnerable adult's funds, property, or person.

5. "Emergency" – means that a person is living in conditions, which present a substantial risk of death or immediate and serious physical harm to themselves or others.
6. "Self-Neglect" – means the inability of a vulnerable adult to provide himself the service:
 - a. that is necessary for his physical and mental health; and
 - b. the absence of which impairs or threatens his well-being.
7. "Law Enforcement Agency" – means the State Police, local police, or Sheriff's Department.
8. "Local State's Attorney" – means the State's Attorney for the County:
 - a. where the vulnerable adult lives; or
 - b. where the abuse is alleged to have taken place.
9. "Crime" – means any act or omission that is in violation of public law, which includes but, is not limited to: assault and battery, robbery, rape and related sex offenses, theft, embezzlement and aggravated assault.
10. "Neglect" – means the sustaining of serious physical harm by a vulnerable adult as a result of the willful deprivation for a vulnerable adult of adequate food, clothing, essential medical treatment or habitative therapy, shelter or supervision. "Neglect" does not include the provision of non-medical remedial care and treatment for the healing of injury or disease, with the consent of the vulnerable adult, recognized by State Law instead of medical treatment.
11. "Patrol Officer" – a uniformed police Officer assigned to general police work.
12. "Criminal Investigator" – an Officer assigned to the criminal investigation division of a law enforcement agency.

13. "Duty Officer" – a law enforcement Officer who is in charge of assigning incoming calls to other Officers within his department.
14. "Adult Protective Service Worker" – means a worker employed by the Wicomico County Department of Social Services and assigned to the Adult Services Unit.
15. "Caregiver" – means a person under a duty to care for a vulnerable adult.

PRINCIPALS OF AGREEMENT

The following outlines the expectations and roles of the aforementioned parties to this Agreement.

I. Reporting of Abuse, Neglect and/or Exploitation of alleged vulnerable adults.

If the Maryland State Police, local police, the Sheriff's Department, Health Department, MAC, Inc. and/or the State's Attorney's Office receives a report or information indicating that an alleged vulnerable adult has been abused, neglected or exploited, it shall make a report of the situation to the local Department by telephone, direct communication or in writing. During normal local Department hours, contact shall be made to the Adult Protective Services at (410) 713-3900, option 5. During local Department after hours, holidays, and weekends contact shall be made to the Sheriff's Department at (410) 548-4891. Dispatch staff will contact personnel providing on-call duty. The State Police and local police may make direct contact with the on-call personnel via the monthly on call coverage calendar provided to them by the local Department. Insofar as possible, law enforcement and/or the individual making the report should include the following information:

- a) the name and home address of the person responsible for the care of the alleged vulnerable adult;

- b) the whereabouts of the alleged vulnerable adult;
- c) the nature of the alleged vulnerable adults incapacity;
- d) the nature and extent of the suspected abuse, neglect, self-neglect; or exploitation of the alleged vulnerable adult, including evidence or information available to the reporter concerning previous injury possibly resulting from abuse, neglect, self-neglect, or exploitation; and
- e) any other information that would help to determine:
 - 1) the cause of the suspected abuse, neglect, self-neglect, or exploitation; and
 - 2) the identity of any individual responsible for the abuse, neglect, self-neglect, or exploitation; and
 - 3) the urgency of the situation.

II. Investigative and Notification Procedures

The local Department shall provide twenty-four hour coverage for receiving and investigating reports of alleged vulnerable adults suspected of being abused, neglected and/or exploited. Upon receipt of a report indicating that an emergency exists regarding an alleged vulnerable adult, the local Department will begin an investigation, which will include a private in person contact with the alleged victim within twenty-four hours for abuse cases, and/or within five working days for neglect cases. The local Department shall complete its investigation within thirty (30) days of the receipt of the report or within ten (10) days of the receipt of a report indicating that an emergency exists.

The local Department shall immediately notify the appropriate law enforcement office of any incident of abuse, neglect, or exploitation of an alleged vulnerable adult where there is indication that a crime has possibly been committed against the alleged vulnerable adult by

information provided in the initial report to the local Department or by information contained in the course of the investigation.

In these cases, the Adult Protective Service worker and/or the On-Call Worker shall:

A. Immediately call the Criminal Investigation Unit at the appropriate law enforcement office and inform it that he is calling to report information, which indicates a possibility that a crime has been committed against an alleged vulnerable adult whom he is conducting an Adult Protective Service Investigation. Insofar as possible, the Social Worker making the report shall provide the following information:

- 1) the date and time the report was received by the local department;
- 2) the name and age of the alleged vulnerable adult;
- 3) the street address, directions to the address and telephone number of the alleged vulnerable adult;
- 4) the nature, date and place of the alleged crime which may have possibly been committed against the alleged vulnerable adult;
- 5) the name, street address, and directions to the address of the person suspected of committing the crime;
- 6) the names, addresses and telephone numbers of any persons who may have witnessed the alleged crime against the vulnerable adult; and
- 7) any other information deemed relevant to the situation.

B. Upon the receipt of notification of a report from the local Department indicating the possibility that a crime has been committed against an alleged vulnerable adult, the Criminal Investigation Division of the appropriate law enforcement office shall promptly notify the local Department representative who made the report whether a criminal

investigation will be pursued and, if pursued, the name of the criminal investigator who will be investigating the case. The Law Enforcement Investigator and the local Department representative shall agree on the case-by-case basis who should be the primary interviewer. Whenever possible, the interview of the victim shall be conducted in a setting known to the alleged vulnerable adult and always out of the presence of the alleged abuser, neglecting person or exploiter. If both the Law Enforcement investigator and the Social Service worker deems it necessary for the success of the interview, either agency representative may agree to be excluded from the interview of the victim. If this occurs, immediately upon completing an interview out of the presence of the other agency's representative, the individual who conducted the interview shall inform the individual excluded of the substance of all statements made.

III. Disposition

At the conclusion of each investigation in which there is a possibility of a crime being involved, the local Department shall send a copy of its investigative findings to the State's Attorney Office. Law Enforcement Agency investigators shall forward a copy of their investigation report to the local Department and to the State's Attorney's Office.

IV. Notification of Need for Investigative Assistance

If, during the course of an investigation of an alleged vulnerable adult and/or prior to the initiation of such an investigation, the local Department representative deems it necessary, the representative may request investigative assistance from law enforcement under the following conditions:

- a) there is indication from the initial report to the local Department which shows that the conditions of the case situation are such that the safety and well-being of a local Department representative would be jeopardized if the representative was not accompanied by uniformed police personnel;
- b) if the local Department representative believes that an emergency exists regarding the conditions of a vulnerable adult, the local Department representative may contact the Sheriff's Department, the local police or State Police for immediate assistance. The law enforcement office with jurisdiction shall provide a Police Officer to accompany and assist the local Department representative. If the Police Officer, from personal observation, agrees that an emergency exists, and it is not possible to follow procedures of Section 13-709, *et seq.* of the Estates and Trusts Article of the Annotated Code of Maryland, the Officers shall ensure that the individual is transported to an appropriate health care facility; or
- c) in an investigation in which the local Department representative is refused entry into the alleged victim's home or because of other reasons is unable to enter the residence and there is probable cause to believe that the alleged victim is in danger as a result of abuse or neglect.

V. Coordination with Other Agencies

As appropriate, a local or state office on Aging may assist in the investigation. Adult Evaluation and Referral Service (Health Department) shall provide evaluation for vulnerable adults for whom a request is made by Adult Protective Services for an evaluation (social, medical, nursing, or psychiatric).

VI. Limitations

This Agreement does not apply to, nor does the investigation responsibilities of the local Department apply to:

- a) the abuse of a patient in a mental health facility;
- b) the abuse of a patient in facility for mentally challenged individuals;
- c) the abuse of a patient in a nursing home; or
- d) the abuse of a patient in a hospital.

The primary responsibility for investigation reports of abuse of adults in such facilities is with the Department of Health and Mental Hygiene, who can be reached at (410) 402-8201.

This Agreement, terms and conditions shall be amended only in writing and executed by all parties. This Agreement shall be reviewed and renewed, as needed, or at a minimum of every three (3) years.

As Witness our hands and seals the day and year first above written.

(Witness)

Paula M. Erdie, Director
Wicomico County Department of
Social Services

(Witness)

Ella Disharoon
State's Attorney for Wicomico County

(Witness)

Sheriff Michael Lewis
Wicomico County Sheriff's Office

(Witness)

Chief Barbara Duncan
Salisbury Police Department

(Witness)

Chief Ivan E. Barkley, Sr.
Delmar Police Department

(Witness)

Chief Michael Phillips
Fruitland Police Department

(Witness)

Lori Brewster
Wicomico County Health Department

(Witness)

Pattie Tingle, Executive Director
MAC, Incorporated

(Witness)

Lt. Ryan Bricker
Maryland State Police Barrack E

(Witness)

Michael P. Geleta, Esq.
Agency Attorney
Wicomico County Department of
Social Services