MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CALIFORNIA DENTAL IDENTIFICATION TEAM (CALDIT)
AND
CALIFORNIA EMERGENCY MANAGEMENT AGENCY (Cal EMA)

WHEREAS, the California Dental Identification Team (CalDIT) exists as a volunteer resource of forensic odontologists who can assist the local Coroner or Medical Examiner in the dental identification of deceased persons who cannot be identified by other means, and

WHEREAS, the primary goal of the CalDIT is to assist in the identification of deceased victims in the aftermath of natural or man-made disasters, and

WHEREAS, under the provisions of the California Emergency Services Act, it is the policy of the State of California that all emergency services functions be coordinated as far as possible with the comparable functions of private agencies to the end that the most effective use may be made of all personnel, resources, and facilities for dealing with any emergency which may occur, and

WHEREAS, the California Emergency Management Agency (Cal EMA) is charged with the administration of this policy, and

WHEREAS, the California Emergency Management Agency, Law Enforcement Division, is responsible for the establishment and maintenance of the State Coroners Mutual Aid System, which recognizes CalDIT as a mutual aid resource, and

WHEREAS, cooperation between Cal EMA and CalDIT is within the powers and duties of these organizations to ensure that preparations of the State will be adequate to deal with a state of war emergency, state of emergency or local emergency as defined in the California Emergency Services Act,

THEREFORE, BE IT AGREED:

I. The participation by CalDIT in emergency services operations will be in conformance with the California State Emergency Plan and State Coroners' Mutual Aid Plan, as a component of the State Emergency Organization.

II. CalDIT agrees:

A. To make available to Cal EMA certain of its personnel, services, and equipment to serve in support of Cal EMA and local disaster councils without compensation.

B. To be available upon official mutual aid request to assist in the performance of the following missions, to include:

1. To provide trained and certified forensic odontologists to assist the local Sheriff-Coroner, Coroner, or Medical Examiner in identifying the deceased victims of disasters.

2. To provide the following sections that may be deployed in total or as an individual section: Administrative Section, "Go Team" Section, Body Recovery Section, Antemortem Section, Postmortem Section, Comparison Section, and, Team Support Section. These sections are to be led by experienced forensic odontologists.

3. To provide technical guidance to the local coroner/medical examiner upon request.

4. To conduct other operations within the capabilities of CalDIT.

III. Cal EMA agrees:

A. If Cal EMA requests CalDIT volunteers to provide mutual aid, it may on occasion authorize reimbursement for CalDIT or its members for reasonable costs incurred as directly related to dental identification of deceased persons, which could include necessary housing, meals, and travel.

B. If CalDIT volunteers are requested by a local jurisdiction, the jurisdiction may reimburse the responding volunteer or CalDIT for reasonable costs incurred consistent with local policies, which could include necessary housing, meals, and travel directly related to dental identification of deceased persons.

C. In all cases, CalDIT volunteers shall retain receipts for costs incurred as a resulted of requested missions. Cal EMA or the requesting jurisdictions will provide information about reimbursement procedures.

D. To provide workers compensation insurance coverage for CalDIT personnel who are registered as disaster service workers as defined by Chapter 1 (commencing with section 3201) of Part 1 of Division 4 of the California Labor Code. In addition, section 8585.5 of the California Emergency Services Act provides that:

"The Office of Emergency Services shall establish by rule and regulation various classes of disaster service workers and the scope of the duties of each class. The Office of Emergency Services shall also adopt rules and regulations prescribing the manner in which disaster service workers of each class are to be registered. All the rules and regulations shall be designed to facilitate the payment of workers' compensation."

Such coverage shall apply:

1. On missions performed at the request of Cal EMA.
2. On missions performed at the request of any State or Federal agency acting on behalf or Cal EMA, or
3. During authorized and supervised training carried on in a manner and by such persons as Cal EMA, or CalDIT personnel can prescribe.
4. Local governments accepting the assistance of State, local mutual aid, or volunteer personnel do not become financially responsible for their Workers' Compensation costs.

E. To grant CalDIT the right to refuse to accept missions which:

1. Exceed the capabilities of CalDIT.
2. Could require the violation of CalDIT standards and operating procedures.
3. Require the depletion of equipment and personnel to the level which renders CalDIT incapable of safely responding to missions.

IV. All CalDIT emergency qualified personnel will be registered as disaster service workers as provided by Section 8585.5 of the California Government Code.

V. CalDIT support of Cal EMA, other state, or local jurisdictions or agencies who lack individual agreements with CalDIT shall be in accordance with this Memorandum of Understanding.

VI. CalDIT personnel supporting other jurisdictions or agencies shall serve under the operational control of the designated incident commander or designee.

VII. The specific control of CalDIT personnel within organized sections or in the execution of Cal EMA assigned missions shall be by the CalDIT section leader.

VIII. Cal EMA will provide guidance and assist CalDIT in operation planning and coordination with other jurisdictions and agencies.

IX. CalDIT will appoint a CalDIT/Cal EMA representative who will maintain liaison with the Cal EMA Law Enforcement Division.

X. Nothing in this Agreement shall be construed as preventing any supplemental agreement under the provisions of the California Emergency Services Act.

XI. Nothing in this Agreement shall be construed as superseding the California Disaster and Civil Defense Master Mutual Aid Agreement, which provides that mutual aid services extended under that Agreement and the operational plans adopted pursuant thereto "shall be without reimbursement unless otherwise expressly provided for by the parties to this agreement or as provided in Sections 1541, 1586, and 1587, Military and Veterans Code."

XII. Each and every provision of this Agreement is subject to the laws of the State of California and the laws of the United States of America.

XIII. This MOU is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

XIII. Except as may be provided above, this Agreement contains the whole understanding between Cal EMA and CalDIT, and shall not be altered without formal action of both parties.

XIV. The term of this Agreement shall commence on the 1st day of March, 2011, and shall terminate thirty (30) days after written notice of either party hereto. This Agreement shall be reviewed annually, on the anniversary date, by Cal EMA and CalDIT and, if the parties agree to extend the Agreement, for another year, a statement with signatures of both parties representing such extension shall be a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the date last shown below.

Director, CalDIT	Acting Secretary, Cal EMA
4/15/11	2/23/11 4/15/11
Date	Date