

# Instructions: Using the Memorandum of Understanding

## Purpose of the Tool

The Memorandum of Understanding (MOU) is designed to help adult protection multidisciplinary teams (MDTs) mutually agree on shared expectations, protocols, and procedures with respect to the operation of the MDT and the responsibilities of its members.

## Instructions for Use

This MOU is an example of one format that MDT members might use to agree on their shared norms and expectations for the operation of their MDT. Members of an adult protection MDT (or individuals interested in forming an adult protection MDT) should modify the terms of this form to meet the specific needs of their MDT and their community. At a minimum, an MDT using this form should replace “Smart County MDT” with the name of their own MDT and revise the opening paragraph to reflect the mission and nature of their own MDT.

An MDT may want to consider additional modifications to this sample MOU, including but not limited to the following examples.

- Modifying the signature page to allow individuals to sign on their own behalf, instead of on behalf of their agencies or organizations.
- Including an expiration date (such as a one-year term) for the MOU, so that members will have to revisit and recommit to the MOU on a regular basis.
- Changing the exceptions to the confidentiality terms to account for instances when members are legally allowed to disclose or use information shared in MDT meetings.
- Adding terms regarding whether guests (non-members) may attend or participate in MDT meetings, and if so, whether those guests must be asked to agree in writing to the same confidentiality terms as members.
- Removing the section about conflicts of interest, if the MDT does not intend to engage in case review, or redefining what constitutes a conflict of interest for the MDT.
- Specifying consequences for improper disclosures of information and/or failure to disclose a conflict of interest (such as potential expulsion of a member from the MDT).
- Adding terms regarding specific protocols and procedures, such as meeting frequency, attendance expectations, and/or referrals for case review. Keep in mind, however, that these types of protocols and procedures may change over time. Memorializing these types of details in an MOU may make it more challenging to modify those protocols and procedures when needed, since doing so may require all members to sign an amended MOU.

# Memorandum of Understanding (MOU) [Smart County] Adult Protection Multidisciplinary Team

The Smart County Adult Protection Multidisciplinary Team (“Smart County MDT”) is made up of independent agencies, organizations, and individuals working together to protect vulnerable adults in [Name of County or State]. The mission of Smart County MDT is to coordinate an effective community response to cases of suspected abuse, neglect, and exploitation of vulnerable adults. The professionals and community members who serve on Smart County MDT help vulnerable adults through addressing systemic adult protection issues, conducting collaborative case reviews, and coordinating the provision of services.

## 1. Purpose of the Memorandum of Understanding

All agencies, organizations, and individuals participating in Smart County MDT meetings must agree to and sign this Memorandum of Understanding (“MOU”). The MOU is an agreement between each of the agencies, organizations, and individuals listed on the Signature Page (hereinafter referred to collectively as the “Members,” or individually, as a “Member”). The purpose of this MOU is for all Members to mutually agree on shared expectations, protocols, and procedures with respect to the operation of the Smart County MDT and the responsibilities of its members.

The MOU is effective beginning on [DATE]. The MOU is intended for the sole benefit of the Members. Nothing in this MOU creates or is intended to create any legal rights or benefits for any third party.

## 2. Confidentiality

Each Member agrees to comply with all state and federal laws that govern the confidentiality and disclosure of the information and records held by the Member. Members shall not disclose information or records to other Members in Smart County MDT meetings if they are prohibited from doing so by any applicable federal or state law.

Each Member agrees that information and records disclosed, discussed, or exchanged in Smart County MDT meetings shall remain confidential and not be redisclosed to any agency, organization, or individual who is not a Member, except:

- (i) as necessary to provide services to a vulnerable adult being served by the MDT;
- (ii) as necessary to investigate or prosecute a case of abuse, neglect, or exploitation of a vulnerable adult being served by the MDT;
- (iii) as permitted by the written consent of the individual who is the subject of the information or records (or their authorized personal representative, to the extent permitted by law), or
- (iv) as required by federal or state law.

No Member may redisclose information or records acquired in an MDT meeting if that redisclosure is prohibited under federal or state law.

**Remember, an MOU does not override or change an MDT member's obligations under existing federal or state laws that apply to the member or the member's agency or organization.** For example, if a state or federal confidentiality law prohibits a particular MDT member from disclosing certain protected information about a vulnerable adult, signing the MOU does not allow the member to disclose that protected information. This MOU allows members to agree on how they will treat information after it has already been disclosed in an MDT meeting, but it does not alter what they are allowed by law to disclose (or prohibited by law from disclosing) during the meeting.

### 3. Mandatory Reporting

Each Member recognizes and agrees that:

- they are required by state law (G.S. 7B-301) to report any instance in which the Member has cause to suspect that a juvenile is abused, neglected, or dependent (as defined by G.S. 7B-101), or has died as the result of maltreatment, to the director of the department of social services in the county where the juvenile resides or is found; and
- they are required by state law (G.S. 108A-102) to report any instance in which the Member has reasonable cause to believe that a disabled adult (as defined by G.S. 108A-101(d)) is in need of protective services to the director of the department of social services in the county where the disabled adult resides or is present.

Members must comply with mandatory reporting requirements established by North Carolina law. The confidentiality terms of this MOU do not prohibit any Member from complying with these requirements.

### 4. Conflicts of Interest

Each Member must inform the Smart County MDT coordinator (or in the absence of a coordinator, all other Members at the meeting) of any actual or potential conflict of interest that may affect their participation in discussions about a case, including any case in which the vulnerable adult or suspected perpetrator of abuse, neglect, or exploitation is a family member, colleague, romantic partner, or friend of Member. Each Member acknowledges and agrees that after disclosing an actual or potential conflict of interest, they will recuse themselves from the discussion of that case if a majority of other Members determine that recusal is appropriate.

### 5. Other Terms

The Members agree to review the terms of this MOU periodically and update it as needed to reflect changes in the law, changes in Smart County MDT's protocols or procedures, or changes in Smart County MDT's membership.

**SIGNATURES ON FOLLOWING PAGE(S)**

**Memorandum of Understanding (MOU)**  
**Smart County Adult Protection Multidisciplinary Team**  
**SIGNATURE PAGE**

**Agency or Organization:** \_\_\_\_\_

By [Print Name]: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Agency or Organization:** \_\_\_\_\_

By [Print Name]: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Agency or Organization:** \_\_\_\_\_

By [Print Name]: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Memorandum of Understanding (MOU)**  
**Smart County Adult Protection Multidisciplinary Team**  
**SIGNATURE PAGE**

**Agency or Organization:** \_\_\_\_\_

By [Print Name]: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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**Agency or Organization:** \_\_\_\_\_

By [Print Name]: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Agency or Organization:** \_\_\_\_\_

By [Print Name]: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_