Instructions: Using the Statutory Case Review MDT Confidentiality Agreement

Purpose of the Tool

This Confidentiality Agreement is designed for use by Statutory Case Review Multidisciplinary Teams established and appointed pursuant to G.S. 108A-118.2. It should not be used by other types of adult protection multidisciplinary teams (MDTs), such as Limited Case Review or Systemic Review MDTs, because it reflects the law that is uniquely applicable to Statutory Case Review MDTs formed under G.S. 108A-118.2.

Instructions for Use

Under G.S. 108A-118.7(c), each member of a Statutory Case Review MDT is required to sign a statement indicating that the member understands and adheres to the confidentiality requirements of G.S. 108A-118.7, including the consequences of any breach of confidentiality. This model Confidentiality Agreement serves as a model that Statutory Case Review MDTs could use to comply with this requirement.

A Statutory Case Review MDT using this Confidentiality Agreement should replace "[X] County MDT" with the name of its own MDT. Some Statutory Case Review MDTs may want to add additional terms or otherwise customize the form before using it. The Confidentiality Agreement is written to be used by a single county MDT, so a multi-county Statutory Case Review MDT using the Agreement should review and edit the Agreement to ensure that the language reflects the multi-county MDT model.

Statutory Case Review Multidisciplinary Team

Confidentiality Agreement

[X] County Adult Protection Multidisciplinary Team

[X] County Adult Protection Multidisciplinary Team ("[X] County MDT") is a Case Review Multidisciplinary Team established and appointed pursuant to G.S. 108A-118.2. All members appointed to the [X] County MDT must agree to and sign this Confidentiality Agreement (the "Agreement"). Signing a statement indicating an understanding of and adherence to the confidentiality requirements of G.S. 108A-118.7 is required by law for all [X] County MDT members.

1. MDT Purposes and Permitted Information Sharing

I understand that under G.S. 108A-118.6(a), except as prohibited by federal law and notwithstanding any other state law to the contrary, any member of [X] County MDT may disclose to other members of [X] County MDT any information in the member's possession that is relevant to

- performing reviews of selected active cases in which disabled adults or older adults are being served by adult protective services through local departments of social services (each, a "DSS") or
- providing, arranging, or coordinating services on behalf of disabled adults or older adults whose cases have been reviewed or are currently under review by [X] County MDT.

I acknowledge that neither G.S. 108A-118.6(a) nor this Agreement allow me to disclose any information that I am otherwise prohibited from disclosing under federal law.

I understand that the authority of [X] County MDT members to disclose information to each other under G.S. 108A-118.6(a) terminates when a case is no longer an active case in which a disabled adult or older adult is being served by adult protective services through a local DSS (including if the inactive status of the case is due to the disabled adult's or older adult's failure to give consent to receive protective services or due to the disabled adult's or older adult's withdrawal of consent to receive protective services).

I also understand that G.S. 108A-118.6(b) prohibits the local director of social services from sharing any information with the [X] County MDT that discloses the identity of individuals who have reported suspected abuse, neglect, or exploitation of a disabled adult or older adult to the local DSS, except as allowed by state or federal law.

2. Confidentiality of MDT Information

As a condition of participating in [X] County MDT, I agree to comply with G.S. 108A-118.7, which makes all information and records acquired or generated by [X] County MDT during its existence and in the exercise of its duties confidential. I understand and agree that such information and records may be disclosed only as necessary to carry out the purposes of [X] County MDT (as described in Section 1) or as otherwise permitted by State or federal law, including for the purposes described in Section 3.

I acknowledge that this Agreement does not preclude a court of competent jurisdiction from compelling the disclosure of any information or records acquired or generated by [X] County MDT if, in the court's opinion, disclosure is necessary to a proper administration of justice and disclosure is not otherwise prohibited by state or federal law.

3. Permitted Disclosures of MDT Information

I understand that notwithstanding Section 2, the information generated in a [X] County MDT meeting may be disclosed in the following circumstances:

- to a board of county commissioners when the [X] County MDT makes its annual recommendations to the board of commissioners, if any, pursuant to G.S. 108A-118.3(2); provided that such recommendations must not identify or reveal any confidential information about individual adult protective services cases reviewed by the [X] County MDT;
- to a local board of social services by the director of the local DSS when reporting on the activities of the [X] County MDT; provided that such reports must not identify or reveal any confidential information about individual adult protective services cases reviewed by the [X] County MDT; or
- by a member of the [X] County MDT to the member's agency or organization as needed to provide or arrange services for a disabled adult or older adult.

4. Consequences of Breach of Confidentiality

I acknowledge that if I fail to comply with the confidentiality requirements of G.S. 108A-118.7, the chair of the [X] County MDT must submit a notice in writing to the applicable appointing authority recommending that I be removed from the [X] County MDT. I understand and agree that I may be removed from the [X] County MDT if I fail to comply with the confidentiality requirements of G.S. 108A-118.7.

5. Mandatory Reporting

I understand the following:

- I am required by state law (G.S. 7B-301) to report any instance in which I have 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 DSS in the county where the juvenile resides or is found.
- I am required by state law (G.S. 108A-102) to report any instance in which I have 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 DSS in the county where the disabled adult resides or is present.

I acknowledge that [X] County MDT members must comply with mandatory reporting requirements established by North Carolina law and that the confidentiality terms of this Agreement do not prohibit me from complying with these requirements.

6. Other Terms

Nothing in this Agreement creates or is intended to create any legal rights or benefits for any third party.

Agency or Organization: _____

By [print name]: _____

Title: _____

Signature: _____

Date: _____