

SAMPLE TANF/DOMESTIC VIOLENCE PLAN AND MEMORANDUM OF UNDERSTANDING

_____ COUNTY
FY 2011-2012

This plan for the utilization of the Temporary Assistance to Needy Families/Domestic Violence Fund and memorandum of understanding is established between _____ County Department of Social Services (DSS) and the _____ Domestic Violence (DV) program. The purpose of this plan and memorandum is to establish a set of working agreements between the two parties in order to facilitate the safety, well-being and stability for children and families affected by domestic violence.

Domestic violence may occur between current or former opposite or same sex partners or spouses, and the majority of survivors are women. Domestic violence occurs in all socioeconomic classes, racial and ethnic groups, age groups, religious affiliations, sexual orientations, and occupational or educational backgrounds. While domestic violence survivors may come from any socio-economic background, survivors with fewer financial resources tend to utilize domestic violence service organizations more often than higher income persons because of their need for resources. (NC Coalition Against Domestic Violence Best Practices Manual)

The parties listed above and whose designated agents have signed this document agree:

I. TANF/DV

The TANF/DV fund provides for direct services to eligible families in order to promote their safety and economic stability. These funds shall be used to provide domestic violence counseling, support, and other direct services to families.

A. Eligibility Process *(Include this section as stated)*

The DV agency staff should perform an assessment to determine if a family is experiencing domestic violence and is in need of support services. DSS staff will determine eligibility for TANF/DV funds based on these criteria:

1. Families eligible for receiving Work First Family Assistance
2. Families with incomes under 200% of the federal poverty guidelines provided there is a child in the household who is under age 18 and meets the kinship, living with and citizenship requirements. Children at the age of 18 if in high school and expected to graduate from high school by the month of their 19th birthday, can receive assistance as children through the month they graduate from high school.

**If separate Family Violence Prevention & Services Act (FVPSA) funds are available to county DSS for the provision of the domestic violence services it should be noted that there is no income eligibility requirement, no requirement to have a child in the home, and no citizenship requirement to coordinate domestic violence services with FVPSA funds to support these individuals. There is a continued requirement for a DV assessment of need as well as a signed DSS-5027 by the individual seeking services.*

B. Referrals (*Referrals need to be addressed but this is a sample process that may be individualized based on what is agreed*)

1. DSS staff will determine client income eligibility and refer clients who self disclose indicators of domestic violence to the DV Agency for a domestic violence assessment. The Work First Domestic Violence Assessment ([DSS-6965](#)) will be completed by the DV agency. Confirmation of a completed assessment and any indentified domestic violence supportive service needs will be communicated by the DV agency to the county DSS. The DSS will ensure that the client signs the DSS-5027 Services Information form. The DSS will track Domestic Violence cases and authorize all funds for payment.
2. In the event that the DV agency is contacted directly by clients seeking DV services, the DV agency will refer clients to the DSS along with the DSS-6965 for final determination of eligibility for TANF domestic violence services.
3. If the client is concerned about or unable to travel to the DSS, the DSS will meet the client where they are to complete the eligibility worksheet.

C. Use of Funds (*Use of funds needs to be addressed but this is a sample that may be individualized based on what is agreed*)

The DSS and DV agency agree that there are a variety of Domestic Violence services that will play a crucial role in helping to protect children and families. TANF/DV funds may be authorized for a variety of expenditures beyond emergency services as referenced in the TANF/DV Guidelines.

Agreement of covered services may include:

1. Counseling (Up to \$75.00 per hour for professional and \$45.00 for paraprofessional)
2. Batters Intervention Programs
3. Short term emergency services that will ensure client safety such as housing assistance, utility bill or deposit, security deposit, domestic violence shelter costs, and relocation assistance to a safe place within or outside the state. Shelter rates reimbursed up to \$50 per individual per night.
4. Transportation (Reimbursed at reasonable cost as set forth in the Guidelines for TANF/DV funds)
5. Work-related expenses (refer to guidelines)
6. Legal fees (Up to \$125.00 per hour)
7. Other reasonable costs may be reimbursed as long as DSS and the DV Agency agree.

Furthermore, no services will be provided utilizing the TANF Domestic Violence funding that meets the federal definition of “assistance” defined as **services that have cash value (cash like) and are intended to meet basic ongoing needs.**

Appropriate uses of TANF/DV Funds are:

- Nonrecurring, short term benefits designed to deal with a specific episode of need;
- Not intended to meet recurring or ongoing needs, and;
- Not extending beyond 4 months.

D. Billing Process (*Monthly Billing needs to be addressed but this is a sample that may be individualized based on what is agreed*)

1. DSS and the DV agency will develop and coordinate billing plan which must include monthly billing.
2. DSS makes direct payments to providers upon receipt of itemized statements and/or completed and signed direct payment authorizations.

E. Reallocation (*Include this section as stated*)

Both the DSS and DV agency understand that TANF/DV funds may be reallocated during the fiscal year at the discretion of the Division of Social Services.

II. COLLABORATION (*These 10 items should be included, insert names for DSS and DV agency*)

A. Strategies for Successful Collaboration

1. It is generally in the best interest of children affected by both maltreatment and domestic violence to be placed in the care of their non-offending parent (or parents) whenever possible. Therefore, the *DSS and DV agency* agree to work on a systemic and case-by-case basis to increase safety for adult victim/survivor and to decrease opportunity for batterers' assaults.
2. The *DSS and DV agency* agree to inform families about their respective confidentiality requirements, including any available release forms they may sign to facilitate more open dialogue between service providers.
3. The *DSS and DV agency* agree to work together to provide services to all families who are affected by domestic violence and child maltreatment, without consideration for race, religion, age, gender, creed, color, disability, national origin, gender identity or expression, sexual orientation, veteran status, criminal record or political affiliation.
4. The *DSS and DV agency* agree to collaborate to produce written materials (or identify existing materials) about their respective services, including but not limited to, information on the Work First Family Violence Option and the availability of TANF/DV funds. Materials shall be distributed to families experiencing domestic violence as deemed safe and appropriate.

5. *DSS* agrees to refer adult and child victims/survivors of domestic violence to the *DV agency* after identification of domestic violence within the family.
6. When a report is made to *DSS* which does not meet the statutory criteria for child abuse, neglect or dependency, but does reference domestic violence, referral information for the *DV agency* should be given to the reporter. When the reporter contacts the *DV agency*, the *DV agency* will provide the reporter with the following information:
 - a. A description of available services,
 - b. How to provide support to the family, including how to start a conversation about safety,
 - c. Contact numbers for emergency services and information about when to call for police or medical assistance.
7. The *DSS and DV agency* agree to avoid using potentially dangerous or inappropriate interventions when domestic violence is occurring such as couples counseling, mediation, anger management, facilitating agency/family meetings such as child and family team meetings or team decision making meetings with the batterer and victim(s) together, or batterer intervention programs which are not approved by the NC Council for Women.
8. Families who receive shelter, other temporary housing, or other services from the *DV agency* should not be discouraged from seeking services from the *DSS*. Families should not be disqualified from services through the *DSS* because they receive assistance from the *DV agency*.
9. The *DSS and DV agency* agree to adhere to NC's mandatory reporting laws regarding child abuse and neglect, found in [N.C.G.S. §7B-301](#). If appropriate, it is agreed that best practice is to inform the adult victim/survivor of the legal requirement and encourage them to make the report
10. The *DSS and DV agency* agree to meet quarterly to share program specific information/presentations to each other; attend/participate in trainings, discuss any prevalent DV service needs and how to meet those needs in the community, and share progress reports as to what services the TANF/DV Fund is being spent on whether the expenditure is originating from the DV agency or directly from the DSS.

**Trainings include (sample):*

- a. *Recognizing and reporting child abuse and neglect*
- b. *The dynamics of domestic violence*

- B. Additional Strategies for Successful Collaboration** *(Best practice section to add additional items using the Sample MOU Items as a guide and or any other additional strategies that are developed between the DSS and DV agency)*
1. The DSS will invite and DV agency staff will attend child and family team meetings, unless requested not to do so by the adult victim/survivor. The DSS and DV agency agree not to disclose the location of a victim/survivor to a domestic violence perpetrator and to use care during their team meetings to ensure that this information is not inadvertently disclosed.

We, the undersigned, approve and agree to the terms and conditions as outlined in this Plan and Memorandum of Understanding.

Director
Department of Social Services

Date

Executive Director
DV Agency

Date