

## **Appendix P**

### **Sample Memorandum of Understanding (MOU)**

#### **Memorandum of Understanding**

*March 2012*

#### **Participating Parties**

XXX's mission is fostering communities of strong women, supported families and safe homes. XXX is dedicated to supporting individuals victimized by domestic and/or sexual violence and/or stalking and their children. The program promotes social change through education and actions that develop resources and collaboration within and across communities to end domestic and sexual violence, and the underlying social tolerance that perpetuates it.

**XXX District Offices of the Department for Children And Families, Family Services Division.** (FS)'s mission: We are committed to protect children and strengthen families, in partnership with families and communities.

#### **Description of Collaborative Relationship**

XXX and DCF developed this Memorandum of Understanding (MOU) to improve on collaboration between our agencies and to enhance services for children, youth and adults victimized by domestic and/or sexual violence. This collaboration identifies the following strategies to achieve these goals:

1. Maintain a dialogue between the two agencies that facilitates the ongoing development of this agreement.
2. Conduct monthly workgroup meetings as a forum to address intervention strategies that meet the needs of people who have experienced domestic and sexual violence and the safety needs of their children. The purpose being to strengthen this relationship through joint training and cross-training as well as discussion on policy and practice issues that may arise between agencies and within the XXX County communities.
3. Resolve potential conflicts in a respectful and professional manner.
4. Act as team members to advocate for the development of resources needed for a coordinated community response to domestic and sexual violence, and participate in team meetings to support child protection and strengthening of families.
5. Provide training and orientation on the collaboration for all new staff at each agency.
6. Provide annual cross-trainings and co-facilitate community outreach and trainings.

#### **Confidentiality**

XXX and DCF are governed by different confidentiality policies. As a result, both parties will continually define and clarify confidentiality issues that arise as a result of collaboration.

1. XXX Advocates have evidentiary privilege in Vermont as defined in Vermont Statute (Title 12, Part 4, Chap. 61, Subchapter 1, section 1614). Their communications with survivors are completely confidential and will be guided by XXX's confidentiality

## **Appendix P**

### **Sample Memorandum of Understanding (MOU)**

policy. This privilege belongs to the survivor and, therefore, may only be waived by the survivor with informed consent. XXX Advocates do not actively seek this consent, but work with survivors to identify the possible risks and advantages of allowing communication with others, including DCF staff. Consent to release information shall be given in writing by the survivor.

2. When an Advocate's presence is requested at a meeting where other parties, who do not have evidentiary privilege, will be present, the Advocate is responsible for explaining the risks of compromising confidentiality to the victim and other parties, including that the Advocate may be called to testify in criminal or child welfare court proceedings.
3. When participating in family teams, Child Protection Team or other collaborative groups, XXX Advocates may provide general information and case consultation, but may not divulge any details regarding specific survivors (including whether or not they are receiving support from XXX) without the informed consent of the survivor.

### **Child Abuse Reporting**

1. As sub-grantees of the Agency of Human Services, XXX employees are mandatory reporters of child abuse. Advocates will follow Vermont mandatory reporting laws and procedures.

### **Co-Occurring Domestic Violence and Child Abuse/Neglect Cases**

1. Advocates and DCF staff, including DCF DV Unit Specialists, may seek information, case consultation, and guidance from each other.
2. FSD Policy 61 "Responding to Domestic Violence in Child Abuse Intake and Investigation" states: "It is widely accepted that in co-occurring child abuse and domestic violence cases achieving safety and stability for children is closely linked to creating safety for the adult victim. Removing risks posed by the batterer is critical to achieving child safety."
3. Interventions designed to address child abuse and neglect can potentially escalate violence to adult and child victims of domestic violence. Social workers and supervisors are expected to utilize case consultation provided by the Domestic Violence Unit.
4. All intakes that are identified with co-occurring domestic violence will be screened by the DCF Domestic Violence Unit.
5. The Domestic Violence Unit will consult with District Office staff and all community agencies involved in a community coordinated response to domestic violence. Specifically, the DCF DV Unit will assist in developing investigative and case planning strategies that will not increase risk to victims of domestic violence and their children while holding batterers accountable for the risks they pose to their children.

## Appendix P

### Sample Memorandum of Understanding (MOU)

6. FSD Policy 51-Section F, Risk of Harm states “situations the Division Does Not Investigate: *the only allegation is that a child has witnessed or been exposed to domestic violence.*”

#### Referral Policies

1. XXX’s services are completely voluntary. Community partners are encouraged to inform individuals about the supports available through XXX and to call to get general information on behalf of an individual who may wish to work with an Advocate. Advocates must speak directly and privately with an individual prior to initiating any support activity to establish that they desire services. XXX cannot accept referrals of individuals who feel compelled to participate in support activities. This policy protects other victim/survivors, as people forced to engage with XXX may be less likely to uphold confidentiality, may be disruptive in support groups, etc.
2. Eligibility for services through XXX is explained in the XXX Program Policies document (attached). All individuals who contact XXX are screened to determine eligibility and potential conflicts. Eligible individuals with whom the agency or an individual Advocate has a conflict are referred to another Advocate or program, depending on the nature of the conflict. Ineligible individuals are made aware of community resources that are available to them, but are not referred to another DV/SV program.
3. DCF encourages XXX to make referrals to CPT, Resource Team, and the ACCESS Team (*Family Safety Planning Meeting*).
4. DCF works with the whole family when constructing case plans and making referrals.

#### Changes to the Memorandum

MOU partners recognize that this is a living document, and may be amended to reflect changes in the collaboration. The MOU will be revisited at least annually.

This MOU will govern XXX’s partnership with the XXX District DCF Offices from [dates].

#### Acceptance

XXX and the XXX DCF office agree to work together to implement the objectives of this collaboration, to maintain communication, and to ensure accountability to the community through this agreement.

\_\_\_\_\_  
XXX Program Coordinator  
XXX

\_\_\_\_\_  
District Director  
XXX District Office  
Dept. for Children and Families  
Family Services Division

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

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