



**North Carolina Department of Administration
NC Council for Women
Application for Batterer Intervention Program Approval**

Authority

The following document outlines the process for Batterer Intervention Program (BIP) approval, conducted by the North Carolina Council for Women (NCCFW) as described in the North Carolina Administrative Code: Title One-Administration: Chapter 17: Council on the Status of Women: Section .0700- Abuser Treatment Program rules. These rules, along with the application, are available at www.councilforwomen.nc.gov

The NCCFW is responsible for BIP approval. Every BIP making application shall provide documentation that it will adhere to all program rules and program structure set out in this Section at the time of the submission of its application to the NCCFW/DVC, 01 NCAC 17 .0703 (e).

Approval Cycles and Application Period

Applications will be reviewed for approval semiannually in March (application must be received by 5:00 PM February 20) and September (application must be received by 5:00 PM August 20). Entities applying will be notified of their approval, denial, or need for clarification/deficiencies. Any deficiencies shall be corrected before the application is approved.

Please submit the policy and procedures manual with tabbed sections as outlined in the following instructions.

Submit an original and eight (8) copies of the completed Policy and Procedure Manual to:

Mailing Address:

The North Carolina Council for Women
Batterer Intervention Program Coordinator
1320 Mail Service Center
Raleigh, North Carolina 27699-1320

Physical Address for UPS, FedEx, hand delivery:

Department of Administration
The North Carolina Council for Women
116 West Jones Street, Suite G120
Raleigh, NC 27601

If you have any questions, please call the NCCFW office.
Phone: (828)251-6169 or (919)733-2455

Revised 6/2012

(Tab 1) Copy this sheet and submit with application

**North Carolina Department of Administration
NC Council for Women
BATTERER INTERVENTION PROGRAM
APPLICATION COVER SHEET**

Revised 6/2012

DATE OF APPLICATION: _____

A. PROVIDER IDENTIFICATION:

Name of Agency _____

BIP Program name, if different from the agency name:

Administrative Office Address (if different from the delivery site listed below):

Telephone: () _____ Fax () _____

Website (if applicable) _____

Agency Director: _____

Program Director if different from Agency Director: _____

Email Address for Program Director: _____

Website address of agency/program if different from above: _____

Program IRS Status: Non-profit ___ Private-for-profit ___ Public ___ Gov. ___

Gender of Clients Served: Males only ___ Females only ___ Both ___

Spanish-speaking services for Latino clients? Yes ___ No ___

B. DELIVERY SITE(S): List individual county names and office addresses, including the Judicial District, of each site where BIP groups will be held.

1. County _____

Judicial District: _____

Address: _____

Telephone: _____

Contact Person: _____

3. County: _____

Judicial District: _____

Address: _____

Telephone: _____

Contact Person: _____

2. County: _____

Judicial District: _____

Address: _____

Telephone: _____

Contact Person: _____

4. County: _____

Judicial District: _____

Address: _____

Telephone: _____

Contact Person: _____

Certification: The information provided in this application is accurate

Signature (Agency Director)

Title

Date

C. BATTERER INTERVENTION PROGRAM PHILOSOPHY

State the agency Batterer Intervention Program philosophy.

D. MEMORANDUM OF UNDERSTANDING

Submit a Memorandum of Understanding (MOU) from each county where service will be provided (refer to Rule 01 NCAC 17.0705 (5)). An MOU is an agreement between the applying BIP and the Domestic Violence victim service provider in each county where the BIP will operate. The MOU is not a letter of support, nor an endorsement of the BIP. The MOU is a signed agreement between both agencies that establishes a process for providing services to the victim to aid in their safety.

List the name(s) of the domestic violence service agency signing the MOU. If the program will operate in more than one county, complete an MOU for each county where service will be provided.

NOTE: A draft MOU is available on the CFW website at www.councilforwomen.nc.gov and is included at the end of this application.

NOTE: Any Domestic Violence agency that is applying to begin a BIP ***must also submit an internal MOU*** that will assure that victims and perpetrators will not be seen by the same staff, and that information and groups will be separate from each other; (refer to Rule 01 NCAC 17.0705 (2)).

E) THREE (3) LETTERS OF SUPPORT FROM EACH COUNTY

Submit three letters of support (refer to Rule 01 NCAC 17.0703 (d)) from each county where BIP service will be provided. These letters may come from among the following: a local domestic violence task force or coalition; a local department of social services, district attorney's office, law enforcement agency, or other governmental agency that is directly associated with domestic violence. Letters of support shall not be from agencies organizationally affiliated with the BIP. Letters of support shall be in the supporting agency's own words, on their letterhead, and have a current signature date.

F) VERIFICATION OF CURRICULUM TRAINING/EXPERIENCE FOR ALL BIP STAFF.

List all BIP staff name(s) with job title, and provide documentation (such as certification, course completion) that all are trained in the approved BIP curriculum or have equivalent experience.

(Tab 2)

INTAKE (Reference Rule: 01 NCAC 17 .0704 (a) & (b))

- State the agency policy and procedure for conducting the comprehensive client intake and assessment.
 - Provide a copy of the full intake tool and any associated intake documents

(Tab 3)

LETHALITY, FREQUENCY OF ASSESSMENT AND ONGOING REFERRAL

(Reference 01 NCAC 17.0704 (c) and (d))

- State the agency policy and procedure for conducting the lethality assessment, how frequently the assessment is conducted, and any referral process to be used
 - Provide a copy of the assessment and lethality tool
 - Provide a copy of any referral form(s) used

(Tab 4)

VICTIM SAFETY (Reference Rule: 01 NCAC 17 .0705)

- State the agency policy and procedure regarding victim safety
 - Provide copies of any materials that will be shared with the victim

(Tab 5)

PROGRAM STRUCTURE (Reference Rule: 01 NCAC 17 .0706)

- State the agency policy and procedure pertaining to treatment, group composition, program length, and fees.
 - Provide any forms, letters, or other documents given to the participant

(Tab 6)

ABUSER TREATMENT PROGRAM CURRICULUM

(Reference Rule: 01 NCAC 17 .0707)

- State the agency policy and procedure for establishing and complying with a chosen curriculum, including the name of the curriculum used.
 - Provide the curriculum syllabus for the 26 week course work indicating the topics and content covered each week and demonstrating compliance with the eleven (11) topic areas listed in the rules.

(Tab 7)

PROHIBITED ACTIVITIES (Reference Rule: 01 NCAC 17 .0708)

- State the agency policy and procedure indicating the prohibited activities that will not be used.

(Tab 8)

PARTICIPANT TERMINATION (Reference Rule: 01 NCAC 17 .0709)

- State the agency policy and procedure for terminating participants from further participation in the program.
 - Provide any forms, letters, or other documents that will be used when this situation occurs.

(Tab 9)

PROGRAM ASSESSMENT (Reference Rule: 01 NCAC 17 .0710)

- State the agency policy and procedure addressing program assessment.

(Tab 10)

PROVISIONS OF DIRECT SERVICES (Reference Rule: 01 NCAC 17 .0711) and

CONTINUING EDUCATION (Reference Rule: 01 NCAC 17 .0712)

- State the policy and procedure for determining qualification for all staff, consultants, or volunteers delivering direct services to participants.
 - Provide the pre-service and continuing education plan for staff, consultants and volunteers
 - Provide the name and qualification/curriculum training/or experience for each staff member that will be providing these services.
- State the agency policy addressing situations in which individuals have committed domestic violence and the agency guidelines for determining whether the conduct undermines the integrity of the program or will interfere with the individual's performance.

(Tab 11)

PARTICIPANT CONFIDENTIALITY (Reference Rule: 01 NCAC 17 .0714)

- State the agency policy and procedure regarding participant confidentiality.
 - Provide a copy of the confidentiality form
 - Provide the waiver of confidentiality form if not included in the above
 - Provide the form/letter used to communicate with the victim concerning the participant's acceptance or rejection for enrollment.
- State the agency policy and procedure regarding group confidentiality.

(Tab 12)

VICTIM CONFIDENTIALITY (Reference Rule: 01 NCAC 17 .0714)

- State the agency policy and procedure concerning victim information, both written and verbal, and how this information will be safeguarded.
- State the agency policy and procedure to be utilized when the victim tells a BIP staff member that the participant has committed a new offense.

(Tab 13)

RIGHT TO ACCESS (Reference Rule: 01 NCAC 17 .0716)

RECORD-KEEPING, DOCUMENTATION, AND REPORTS (reference rule: 01 NCAC 17.0717)

- State the policy documenting that the program will maintain documents and records demonstrating compliance with the requirements imposed by these rules.

EQUAL OPPORTUNITY (Reference Rule: 01 NCAC 17 .0718)

- State the agency Equal Opportunity policy

(Tab 14)

APPENDICES: If you choose to submit other materials do so under this tab

MOU Template

Memorandum of Understanding Between
BIP
(insert provider name above)
Hereinafter referred to as BIP
and
Victim Service Agency
(insert DV Agency name above)
Hereinafter referred to as VSA

WHEREAS, the BIP has developed a Batterer Intervention program to provide assessment and psycho-educational services to court-ordered offenders in _____County who have been determined to be in need of such services;

WHEREAS, the VSA is the domestic violence victim assistance provider in _____ County, and it provides assessment and other services to victims of domestic violence such as: a 24 hour domestic violence crisis line; shelter; confidential free individual and group counseling; assistance with the development of safety plans; and access to information regarding, and referrals to, other available resources (including referrals to Legal Aid of North Carolina for assistance with domestic violence protective orders and other legal options); and

WHEREAS, the parties hereto wish to collaborate and cooperate in the delivery of services to victims and abusers in domestic violence cases, and to have in place a Memorandum of Understanding (“MOU”) regarding that collaboration and cooperation, including so that BIP may comply with Title One, Chapter 17, Section .0701 et. seq. of the North Carolina Administrative Code regarding abuser treatment programs.

NOW THEREFORE, the parties set forth their mutual agreement and understanding as follows:

I. Goals of Agreement:

1. To acknowledge the commitment of both the VSA and the BIP to establish a cooperative working relationship that will facilitate the establishment and provision of effective services to victims and offenders in domestic violence cases.
2. To define basic roles and responsibilities of each agency and the mechanism for disseminating information and resolving problems.
3. To clarify the mechanisms and procedures for clients to be referred from one system to the other.

II. Substance of Agreement:

The BIP will:

1. Provide assessment and psycho-educational group and individual services to court-ordered offenders who have been determined to be in need of such services.
2. Assist the abuser to develop, maintain and meet appropriate goals.
3. Meet the minimum standards specified by the North Carolina Council for Women, and the requirements set forth in Title One, Chapter 17, Section .0701 et seq. of the North Carolina Administrative Code for Abuser Treatment programs.
4. Ensure that BIP staff and volunteer counselors, facilitators and co-facilitators who provide services to victims and abusers are trained in domestic violence issues.
5. Maintain regular contact with the VSA regarding (a) safety issues of victims; (b) opportunities for domestic violence training for counselors, facilitators, co-facilitators,

- victims' advocates, and others in the community who interact with or provide services to victims or abusers; (c) improving and expanding services available to abusers; (d) identifying, discussing and resolving any issues or problems that may arise in connection with the batterer intervention program, victim safety or confidentiality, this MOU, or the parties' collaborative relationship; and (e) any other issues which may further the parties' mutual goals of improving community attitudes and institutional responses towards domestic violence.
6. Subject to the limitations set forth below, the BIP shall make good faith attempts, which shall be documented, to make contact with the victim: (a) upon a participant's enrollment in its batterer intervention program; (b) when the participant has completed half of the sessions; and (c) when the participant completes or otherwise terminates participation in the batterer intervention program. These contacts shall be in writing, and the initial contact shall include information about the program and its limitations, victim confidentiality, the VSA and other local resources for victims. The BIP shall collaborate with the VSA in making these contacts and, if the victim is a client of the VSA, the BIP shall provide the VSA with a copy of what is provided to the victim. The BIP shall have no obligation to contact the victim if he/she cannot be located.
 7. However, notwithstanding the foregoing, the BIP shall comply with any court ordered requirements or limitations regarding contact with the victim and it shall not contact the victim if (a) there is a domestic violence protective order or other court order in place that prohibits direct contact by the BIP with the victim; (b) the court or the victim specifies that contact with the victim shall be made only indirectly through the VSA, the victim's attorney or other representative of the victim; or (c) the victim declines contact.
 8. The BIP may provide direct services to both abusers and victims. However, the same BIP staff person or volunteer shall not provide services to both a victim and her/his abuser. The BIP shall not schedule victims' groups and batterer intervention groups at the same or overlapping time at the same facility. Similarly, the BIP will not schedule an individual session with a particular victim and her/his abuser at the same or overlapping time at the same facility. The BIP staff member or volunteer working with the victim shall not provide any information from or about the victim to the staff member or volunteer working with the abuser without the out the express written consent of the victim.
 9. The BIP shall keep the VSA informed of the programs and services that the BIP may provide to victims. The BIP may not directly solicit a VSA client to take part in any BIP programs or services.
 10. The BIP shall keep all information about or from the victim confidential and specifically shall not provide such information to the program participant; the BIP will disclose information about or from the victim only pursuant to a court order or with the express written consent of the victim.

VSA will:

1. Collaborate with and assist the BIP in connection with the BIP's obligation to make contact with victims whose abusers are participating in the BIP's program, as set forth in paragraphs 6 and 7 above. If the victim so requests, or if a court-order so requires, the VSA will serve as the conduit for purposes of the delivery of information from the BIP to the victim. The VSA will make a good faith effort to offer its services to and maintain contact with victim's whose abusers are participating in the batterer intervention program, including for purpose of monitoring safety issues and delivering information from the BIP to the victim. However, the VSA shall have no such obligation to maintain contact or provide services if the victim declines such contact or assistance from the VSA or if the victim cannot be located.

2. Maintain regular contact with the BIP regarding (a) safety issues of victims; (b) opportunities for domestic violence training for counselors, facilitators, co-facilitators, victims' advocates, and others in the community who interact with or provide services to victims or abusers; (c) improving and expanding services available to victims and abusers; (d) identifying, discussing and resolving any issues or problems that may arise in connection with the batterer intervention program, services being provided to abusers or victims, victim safety or confidentiality, this MOU, or the parties' collaborative relationship, and (e) any other issues which may further the parties' mutual goals of improving community attitudes and institutional responses towards domestic violence.
3. Provide ongoing consultation to batterer intervention program staff, and provide periodic training opportunities to the BIP's counselors, facilitators, and co-facilitators about domestic violence issues.

AMENDMENTS: This Memorandum of Understanding may be amended only in a writing signed by both parties. The parties agree to make a good faith effort to agree on any amendments as may be necessary to achieve the goals and commitments set forth herein.

TERMINATION: The MOU may be terminated at any time upon mutual consent of both agencies. It may also be unilaterally terminated for good cause by either party if the other fails to comply with the terms of the MOU, applicable standards of the North Carolina Council for Women, or the requirements of the North Carolina Administrative Code for abuser treatment programs. However, prior to any such unilateral termination for good cause, the party wishing to terminate must give the other party written notice of the alleged non-compliance and a 30 day opportunity to cure. Finally, the MOU may be terminated immediately and without notice and opportunity to cure for egregious non-compliance or misconduct such as a breach of victim confidentiality or fraud.

TERM: This agreement becomes effective on _____ (date), and shall remain in effect for one year unless terminated as provided above.

BIP Name
By: _____
Title: _____
Date: _____

VSA Name
By: _____
Title: _____
Date: _____