

In-Home Family Services Agreement Instructions

Which Cases:

- All cases assigned in which the family is receiving CPS In-Home Services after substantiation or a “services needed” finding is made.
- The plan can also be used to document a plan of voluntary services to families.

If the DSS is granted custody, the Permanency Planning Family Services Agreement form is to be used even if the child physically remains in the home.

Purpose:

The purpose of the In-Home Family Services Agreement is to specify a plan to respond to the conditions or needs that threaten a child's safety and place him or her at risk of future harm, while identifying and building on the family's strengths.

The conditions and needs of the family, as well as family strengths, are identified through the Safety Assessment, Risk Assessment, the Family Assessment of Strengths and Needs, and in the Case Decision Summary section of the DSS-5010.

The In-Home Family Services Agreement addresses the needs of the family identified in the Family Strengths and Needs Assessment, safety issues and the future risk of harm to the child. It also outlines a plan to meet those needs, safety issues, and future risk of harm contingent upon the actions and activities of the family and the worker. Although priority needs will be addressed first, the family needs to be aware of all the needs that must be addressed with target dates based on the priority level. Other needs may also be addressed in the agreement when the family requests voluntary services. Additionally, the In-Home Services Agreement must identify the child and family well-being issues and include a plan for how the worker and family will ensure these issues are addressed. Failure to resolve the well-being issues will not result in continuation of involuntary services.

Plan Development:

The In-Home Family Services Agreement form is completed by the CPS In-Home Services social worker or other worker as assigned. The agreement must be developed jointly with the family, their personal support systems, and any other persons who are involved in and critical to the successful completion of the agreement and the safety and welfare of the children as per CFT protocol and guidance. **The county child welfare services agency must engage or make efforts to engage all parents and caretakers in the process of developing the In-Home Family Services Agreement.** If a nonresidential parent is not involved in the planning, documentation should reflect why. An example of this would be a nonresidential parent who has expressed a desire to not be involved in the child's life, who has never had any involvement in the child's life, who refuses any contact with the child, provides no possible relative supports and refuses to co-operate with the social worker in the development of an agreement.

Children's participation in the development of the Family Services Agreement is required and must be documented to help achieve that requirement in an effective manner.

In domestic violence cases, separate Family Services Agreements should be completed with the non-offending parent/adult victim and the perpetrator of domestic violence. The perpetrator

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domestic violence should not have access to the non-offending parent/adult victim's Family Services Agreement. In some cases, the non-offending parent/adult victim may want the perpetrator of domestic violence to participate in the Child and Family Team meeting together. The County DSS and or facilitator should review the completed Structured Decision-Making Tools before deciding if it is safe and appropriate to initiate a joint Child and Family Team meeting. Ultimately, if the County DSS and/or facilitator believe it is too dangerous to conduct the Child Family Team Meeting with the perpetrator of domestic violence present, complete them separately. Refer to Domestic Violence protocol and guidance.

When:

The In-Home Family Services Agreement must be developed within 30 days of the case decision to substantiate or of finding of services needed, updated every three months thereafter to coincide with the Family Strengths and Needs Assessment and Risk Reassessment updates, or modified whenever family circumstances warrant a change. All counties may use the Child and Family Team (CFT) meetings to develop and update the Family Service Agreement. For the exceptions when the Agreement cannot be completed within 30 days, or in a CFT meeting, documentation shall reflect diligent efforts made or the rationale for extra time to develop the plan. If the Agreement is not updated, documentation shall reflect diligent efforts to engage the family or the rationale for continuing the previous plan.

Completion of the Family Services Agreement must occur within timeframes both to support effective planning and communication with the family but also to comply with IV-E eligibility requirements. In- Home Services is an involuntary service that has an impact on a family's right to make decisions about how they function. *Prompt provision of In-Home services that motivate the family to make the necessary, sustainable changes to address safety and risk* must occur to close the case in a timely manner that will also prevent the occurrence of repeat maltreatment.

The Agreement Completion:

Family Demographics

- Include the family name, address, and telephone number and the social worker's name and telephone number so that the family can contact the worker with questions or concerns.
- List the names of all the children who live in the household including their dates of birth and age.
- Record the name of other child/children's caregiver(s)

Temporary Safety Provider

- Record the name(s) and address(es) of the Temporary Safety Provider

Strengths & Resources

The emphasis of this area is to build upon family strengths and resources to address family issues and needs to enhance the capacity of parent(s)/caretaker(s) to care for their children.

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Objectives and Activities to Address Identified Safety Threats

This part of the meeting should lead into the planning to address the safety and needs associated with the reason for child welfare involvement. If there is an identified safety threat objectives and activities must be developed. The development of the Family Services Agreement Objectives and Activities to Address Safety Threats must describe behavior, circumstance, and/or conditions that has put the child(ren) at imminent risk of removal and must be reviewed and updated in the Progress toward Addressing the Identified Safety Threat.

Progress toward Addressing the Identified Safety Threats

Use the Risk Reassessment and Family Strengths and Needs Assessment, as well as observations and the family's report to assist in determining the family's progress. Describe the progress made. Enter the date of the review of the In-Home Family Services Agreement and check the current status outcome. There is room on this form for four progress updates toward achieving the objective. If the block "not completed" is selected, please explain why, and explain how this does not negatively affect the child's safety and risk of future harm. If some but not all the objectives are achieved, you would check "partially achieved" and explain in the space provided in the Comment section below the Review Status update section.

Is there a Temporary Safety Provider

Identify safety activities identified on the TPSA that have not been completed or any new safety threats that have developed. This section is not required for all cases. If child(ren) are placed with a Temporary Safety Provider, describe specify what needs to take place for the child(ren) to return to the care of one or both of their parents and what services are being provided to support the Temporary Safety Provider to ensure they can provide a safe and stable home for the child(ren).

Indicate whether the Comprehensive Provider Assessment was completed and approved. If it was not completed and approved, provide an explanation.

Describe the behavior/condition that created the safety threat. For the objective, clearly state how the agency will determine that the safety threat has been resolved.

Objectives toward Achieving the Factor

Identify needs from the Family Strengths and Needs Assessment that affect the child's present safety or places the child at future risk of harm. The greatest need should be addressed first in the In-Home Family Services Agreement. Only one need per page should be addressed.

(Example: S2. Parenting Skills) In identifying needs of the family, please be sure that the safety and risk assessment concerns of the family are incorporated into the service agreement.

If needs from an involved noncustodial parent are identified, their needs should also be addressed within the In-Home Family Services Agreement on a separate agreement.

Specify the behaviors of concerns affecting the child's present safety or that put the child at risk of future harm as identified in the Family Assessment of Strengths and Needs and the NC Case Plan Decision Summary.

(Example: Mrs. Brown's use of a paddle for disciplining her son Johnny Brown while she was angry resulted in severe bruising on his buttocks, lower torso, and thighs.)

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Describe the objective by specifying what the desired behavior/condition or expected changes will look like when the need is met so the caregiver and the worker are clear about what is expected and when it has been accomplished. The family should be involved in the development of these outcome statements.

(Example: Mrs. Brown will learn and demonstrate her ability to apply age-appropriate methods of discipline that do not harm Johnny.)

Activities/Responsibility/Target Dates

List the activities that are planned to correct the identified need/behavior and the date the activity should be start or be completed. Activities should state what will be done, where it will be done, by whom and when it will be begun/completed. The caregivers should be involved in developing these activities. The caregiver should also have input into decisions concerning who will be service providers, as needed.

(Example: Mrs. Brown will complete parenting classes with the Barnard Family Resource Center by October 30. Rev. Stillwell will be available to Mrs. Brown if she needs to talk to him to diffuse her anger. Mrs. Brown will demonstrate her ability to use effective discipline techniques with Johnny (for example: restricting activities, using time out and talking with Johnny). Mrs. Brown's mother will be available 24 hours a day to provide supervision to Johnny if Mrs. Brown is concerned about losing control of her temper. Lois Chappell will work as an In-Home Aide to coach age-appropriate discipline techniques.)

Also listed here should be the specific activities the worker agrees to do to assist the family in successfully completing the plan.

(Example: Agency worker will make referrals to required services. Agency worker will visit weekly and will be available by telephone to help Mrs. Brown progress in learning and using discipline techniques, as well as, to discuss any other areas of concern that Mrs. Brown may have).

Progress toward Achieving the Factor

Use the Risk Reassessment and Family Strengths and Needs Assessment, as well as observations and the family's report to assist in determining the family's progress. Describe the progress made. Enter the date of the review of the In-Home Family Services Agreement and check the current status outcome. There is room on this form for four progress updates toward achieving the objective. If the block "not completed" is selected, please explain why, and explain how this does not negatively affect the child's safety and risk of future harm. If some but not all the objectives are achieved, you would check "partially achieved" and explain in the space provided in the comment section.

Parent/Caretaker Wellbeing Needs

The child welfare agency should identify with the family any needs of the parent(s) that are not identified in the objectives and activities and describe how those needs will be addressed. These needs were not significant enough to cause county child welfare involvement but if addressed could enhance the parent(s) ability to provide for his or her children. An example may be a medical need that a parent has neglected but impacts the quality of daily living.

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Voluntary Services

The family may request voluntary services in addition to the services addressed in **Objectives and Activities to Address Identified Needs**. This section is used when services are directed at assisting the family to promote the well-being of children and families and enhancing the parent's ability to become self-sufficient and to care for their children. These services are voluntary on the part of the family and offered at county option. Families have the right to refuse voluntary services for any reason. The agency cannot justify initiating involuntary services or court action based solely upon the client's refusal of voluntary/requested services.

Child Specific Review: Child Wellbeing Strengths and Needs and how they will be addressed

Child Well-being needs identified through the Family Assessment of Strengths and Needs should be noted in the In-Home Family Services Agreement.

Remember that lack of adherence to the well-being issues is not a reason to initiate court proceedings against the parent if it is not seen as a risk/safety issue or was not part of the case decision to substantiate or finding of 'In Need of Services'. The well-being issues are not reasons to keep the case open when it would otherwise be closed for services.

Example: Johnny has not had a routine physical exam in three years.

Once well-being needs are identified, the worker should give assistance to the family in meeting these needs by providing the information, services or referral to service providers to meet the needs. The actions taken by the worker to assist the family should also be noted in this section.

Example: Mrs. Brown will make an appointment to take Johnny to the Children's Health Clinic for a routine checkup. The caseworker, Ms. Friend, will provide transportation if needed.

Note the progress of the family and worker toward meeting the identified needs in the follow up/next steps section. **Note: If a "well-being" issue deteriorates to the point that it meets the definition of abuse, neglect or dependency, then a new CPS report must be initiated.**

Whenever possible workers are encouraged to enter known information into this section of the document prior to the meeting in the interest of meeting time. Review of the information for accuracy, needs, progress, and follow-up should occur during the meeting.

Child(ren)'s Imminent Risk of Removal

Indicate if the child is at imminent risk of removal from their home. If the answer is yes, provide detailed information describing why the child is at imminent risk of removal and what services are being provided to prevent county child welfare agency custody.

Update to this section may be done every three months (quarterly reviews). The child is only eligible for IV-E funded in-home services if agency services are critical to prevent removal from the home.

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If there is an involved non-resident parent, describe how are they (and their family members) are assisting in the planning of the child(ren)'s safety:

Are they present for the development of an In-Home Family Services Agreement? Did they provide relatives that are a support for the child? Is there a child support order in place to provide financially?

If the child cannot be safely maintained in the home, what are the parent's preferences for placement?

Allowing the family to be involved in placement decision-making when out-of-home care of the child is needed reflects a family centered approach. It emphasizes the importance of parental involvement and facilitates the development of the casework relationship. Parents who are involved in out-of-home placement planning are usually less likely to disrupt, sabotage, or interrupt the placement.

The plan for out-of-home placement should include the family's ideas on options for care if the child should be removed from the home. It then becomes the worker's responsibility to assess any placement resource/safety resource, if out-of-home placement appears imminent, to ensure that it is a safe and nurturing environment for the child.

(Example: Mrs. Brown prefers that her mother, Wilhemena Davis (include Ms. Davis's contact information), provide care for Johnny if out-of-home placement is necessary.)

Describe any knowledge of the family having American Indian Heritage and agency efforts to notify the tribe if applicable.

The Indian Child Welfare Act (ICWA) applies only when the child is a member or is eligible to be a member of a federally recognized Indian tribe and is the biological child of a member of a federally recognized tribe.

The Multi Ethnic Placement Act applies to placement of Indian children not covered by ICWA such as American Indian children of a state recognized tribe. When considering placement for any American Indian child, every effort should be made to involve the tribal community in planning for the child in a setting that reflects his or her Indian culture.

If an American Indian child is identified, it remains the responsibility of the county department of social services to provide CPS In-Home Services. Having knowledge of a child's American Indian tribe membership whether a state recognized, or federally recognized tribe is important for recognition of culturally competent practice as well as for possible future placement planning. If there is any indication/question that the child may be an American Indian child, refer to the "Special Legal Consideration" section of the Cross Function Topic Policy as well as the Indian Child Welfare Act Compliance Checklist (DSS-5291) for guidance.

Court

This section is not required for all in-home cases. In the event legal action is required this section must be completed.

"when the court is involved in a case, the court may order the parent or caretaker to participate in services or to complete certain actions on behalf of the child (N.C.G.S. § 7B-904). If the child cannot be maintained safely in their own home, then the agency may seek juvenile court intervention." (In-Home Services policy page 1)

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The Family Services Agreement can be reviewed as often as needed but must be updated no less than once every three months.

Signatures

The signatures of the parent/caregiver, the child if cognitively and emotionally able to participate with the development of the agreement, the worker and the supervisor are all required on the In-Home Services Agreement. If the child was able to participate and did not sign the form, the worker should include an explanation of why the child did not sign. The children whom did not participate in the development of the agreement sign the plan if deemed appropriate by the worker and the family. By signing the agreement, the family, the worker, the child or children and any others who were involved with the development of the plan acknowledge their participation in the development and/or update of the Agreement.

In domestic violence situations, the non-offending adult victim and perpetrator should sign separate agreements. The written plan with the adult victim should not be shared with the perpetrator.

Other signatures may include service providers, community representatives, or family members and friends who have a role with the parent or child and support the plan. These signatures are optional and not required.

If a parent/caregiver refuses to sign the In-Home Family Services Agreement, the worker should try to address the caregiver's concerns and stress the need for working together to prevent the removal of the child from the home. The caregiver may verbally agree to the agreement even if they refuse to sign the agreement. The worker must note that each need and activity has been agreed to by the caregiver if he or she refuses to sign the agreement. If the caregiver refuses to sign the agreement and refuses to verbally agree to its provisions, the agency has the responsibility to ensure that the child is safe whether he is in his own home or in another type of placement. The child welfare agency may file a petition based on the abuse or neglect occurred, without petitioning for custody of the child. The court hearing that results from the petition can bring the court's authority to bear on the parent and the court order can then contain the plan for the family. This gives immediate authority to the agency if the situation deteriorates to the point of removal and petitioning for custody.

The date of the signatures must be documented on the Services Agreement. Even though the Services Agreement is a 'living' document, and there is a place to track progress, use a different signature page for each update. A copy of the Services Agreement must be given to all parties involved in the completion of the agreement and the date the copy was provided must be recorded on the In-Home Services Agreement form. The signature page can be signed at any time during the meeting.