

In-Home Family Services Agreement Completion 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 will also be used to document a plan of voluntary services to families.

If the DSS is granted custody, the Out-of-Home 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 results of the Safety Assessment, Risk Assessment, and the Family Assessment of Strengths and Needs. They are reflected in the documentation of the Case Decision Summary Form as part of the Family Strengths and Needs Assessment Summary which serves as the Initial Case Plan.

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 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 of the needs that must be addressed with target dates based on the appropriate 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. However, 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. The children may be involved as appropriate and as required by policy. Both custodial parents and noncustodial parents should participate in the development of the agreement. In some cases, separate agreements may be appropriate. If a noncustodial parent is not involved in the planning, documentation should reflect why. **An example of this would be a noncustodial 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.

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 of 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 Chapter VIII, Section 1409 of the Family Support and Child Welfare Services Manual to help guide this decision as well as for safety preparations to consider.

When:

The In-Home Family Services Agreement is to be developed within 30 days of the case decision to substantiate or of an ~~MRS~~ finding of services needed, updated every three months thereafter to coincide with the Family Strengths and Needs Assessment and Risk Reassessment updates, or whenever family circumstances warrant a change. All counties should use the Child and Family Team (CFT) meetings to develop the Service Agreement and update it if circumstances warrant changes. If the Agreement is not completed within 30 days, 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.

The Agreement Completion:

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Identifying Information:

- Complete the information in the header (top of page) on all sheets.
- 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 with their dates of birth in parentheses.
- Record the date of the next scheduled review of this In-Home Family Services Agreement with the family.
- Record the name of the child/children's caregiver(s) and any other participants, including children, in the development of the In-Home Family Services Agreement

and their relationship to the child. (Ex. Maternal grandparent, aunt, minister, etc.) Include the members of the CFT if the Service Agreement was developed during one of its meetings.

I. Family Strengths and Resources

Record family strengths and resources as identified in the Family Strengths and Needs Assessment and the NC Case Decision Summary. These strengths and resources should also include those identified by the family and how the family has coped successfully with problems in the past.

Page 2. Objectives and Activities sheet or Voluntary Services sheet as appropriate

The “Plan to Address Identified Needs” and the “Voluntary Services Plan”

Use the “Plan to Address Identified Needs” (**Page 2a**) ~~form~~ when there is a substantiation decision or a finding of “services needed.” The Plan to Address Identified Needs is used when services to the family are involuntary because the safety issues and future risk of harm is so great that agency must provide services.

Use the “Voluntary Services” (**Page 2b**) when services are requested by the family or The Voluntary Services Form 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 can not justify initiating involuntary services or court action based solely upon the client’s refusal of services.

II-a. Plan to Address Identified Needs

1. Need

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 either on the same one or on a separate agreement.

2. Describe behaviors that are of concern

Specify the conditions/behaviors 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.)

3. Objectives

Describe specifically 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 use time out with Johnny instead of spanking or hitting him.)

4. Activities/Responsibility/Target Dates

List the activities that are planned to correct the identified need/behavior and the date the activity should be completed (or begun, as appropriate). 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 discipline Johnny by 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 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: Caseworker will visit weekly and will be available by telephone to help Mrs. Brown progress in learning and using appropriate discipline, as well as, to discuss any other areas of concern that Mrs. Brown may have.)

Progress toward meeting the identified needs (to be used as part of the review)

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 three progress updates toward achieving the objective. If the block "no longer appropriate" 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 of 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 on page 2.

II-b. Voluntary Services Form

This form is used to document voluntary services that are being provided to the family at their request.

Family Objective

The family may request voluntary services in addition to the services addressed in **II-a. Plan to Address Identified Needs**. Record the family's objectives or voluntary services accepted by the family on the Voluntary Services Form, Page II-b.

(Example: Mrs. Brown will get a job.)

Activities and Who Is Responsible

Outline the activities needed to reach the objectives, who will be responsible for each activity, and how the worker will help the family reach their objectives. Use one page for each objective.

(Example: Worker will help Mrs. Brown get an appointment with a WorkFirst social worker to discuss her employment situation and see if she is eligible for services. Worker will provide transportation to the appointment if needed.)

Progress toward meeting the identified objectives

The agency will document its activities in the family's behalf along with those of the family or others. The plan can be reviewed as often as needed but must be updated no less than once every three months.

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II-c. What are the effective services being provided to this child(ren) to keep the child(ren) from going into foster care?

The statement regarding specific services should be evaluated and updated at least every six months for each child. Update to this section may be done every three months when the whole packet is updated for 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.

If there is an involved noncustodial parent, describe how they 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?

What will happen if the child’s safety can no longer be assured?

Specify what action will be taken if the safety and future risk of harm to the child becomes unacceptable, up to and including, the possibility of the agency filing a petition for custody or removal of the child from the home, if necessary. This section must be completed at the time of the development of the plan with the family. The worker should explain that the primary goal is to maintain the child safely in the home of the parent/caregiver, but if the child’s safety is compromised, the agency will take steps to ensure the safety of the child, which may include filing a petition.

(Example: If Johnny is seriously injured again as a result of inappropriate discipline, or is otherwise endangered as a result of Mrs. Brown’s actions or inactions, the agency will take steps to ensure his safety, which may include filing a petition.)

If the child must be removed from 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, provide care for Johnny if out-of-home placement is necessary.)

Ask the family to describe any knowledge of having American Indian Heritage.

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 Indian children of a state recognized tribe. When considering placement for any 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 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 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 Indian child, refer to the "Placement Decision Making" section of the Family Services Manual, Children's Services, Chapter IV as well as the Indian Child Welfare Act Compliance Checklist (dss-5291) for guidance.

Under what circumstances will the agency end services and close the case?

- **In the case of involuntary services as outlined on the Plan to Address Identified Needs:**

The family should be reminded that completion of the In-Home Services Agreement may mean case closure. Whenever the desired outcome of the agreement is achieved, the child is safe and the risk to the child is reduced to an acceptable level, the case will be closed for services. Chapter VIII states that the agency shall terminate CPS In-Home Services when:

- a. Parents or caregivers are willing to provide a safe home and demonstrate their ability to do so; or
- b. The agency receives legal custody or placement responsibility.

- **In the case of the provision of voluntary services:**

Services will be completed upon the client's request, when clients move out of the agency's jurisdiction, by mutual decision, or by individual determination of the client or agency. The case may also be closed if another agency becomes the primary service provider and assumes case management responsibilities.

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III. Child Well-being 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. Refer to Chapter VIII for the specific characteristics that may need to be addressed under each category of educational, physical health, and mental health needs or the list below, as applicable.

Child Education Needs:

Is the child in normal grade placement?

Has the child repeated any grades?

Is the child in special education classes? Gifted and talented?

Does the parent believe the child has educational needs that are not being addressed?

Does the parent have regular conferences with the teachers to address the child's progress?

Child Physical Health Needs:

- When was the child's last medical and dental checkup?
- Are there any known health problems with the child?
- Does the child see a doctor or dentist for checkups on a regular basis?
- Does the child take any medications on a regular basis?
- Are the child's immunizations current?
- Is the family covered by insurance?
- Does the family have any problems accessing health care services?

Child Mental Health Needs:

- Is the child receiving any mental health services?
- Is the child on any mental health related medications?
- In the family's opinion, does the child exhibit any behaviors that would indicate the need for a mental health evaluation?

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' in MRS counties. 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.)

Progress towards meeting the child well-being needs and comments

Note and date the progress of the family and worker toward meeting the identified needs. Use the comment section to note any concerns or statements of the family or the worker. **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.**

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IV. Comments

This page provides an opportunity for family members, social workers or other representatives to the team to express their comments about the plan.

Pages 7 and 8

Signatures of persons involved in the agreement

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 agree to work toward the meeting the identified needs. 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 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 social worker may petition for court involvement ordering the family to work in compliance toward case goals, 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 the signature was received must be documented on the form and there is room for signatures for up to three reviews. A copy of the 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. Signatures of the non-offending adult victim and the perpetrator in domestic violence cases should be on separate family services agreements.