

5. Arranging services and using a Service Agreement

Once the parents and the caseworker have explored services and activities that may assist the family in meeting the family's or a child's specific needs, and have developed the FSS Case Plan, the caseworker arranges services for the family and the child or the former foster child. As much as department resources allow, services must be culturally appropriate. (Refer to the requirements for securing culturally competent services for an Indian child and his or her parents in Section 5 of Chapter III, Determine Appropriate Actions, Services and Activities.)

Procedure

- Make the referrals to appropriate services. State in the referral the specific reasons for the referral to services, and include:
 1. The goal of the service;
 2. What the family and the department need from the service provider;
 3. The expected timeframes for service delivery; and
 4. A process to receive feedback about progress, including:
 - a. How often updates or reports will be received (at a minimum, once every 90 days);
 - b. The expectations regarding updates or reports (e.g., phone contact and/or a written report), and to whom progress will be reported;
 - c. Whether updates or reports will be requested by the department or whether the provider will automatically provide the information; and
 - d. The methods through which progress will be measured by the service provider.
- When the referral includes the substitute care placement of a child through a Voluntary Placement Agreement, Voluntary Custody Agreement or an order of the court for a pre-adjudicated delinquent (not because of child abuse or neglect) the caseworker is responsible for following the child placement and services to children procedures in Chapter IV of this manual. When a child is in substitute care the caseworker also must:
 1. Select an appropriate substitute caregiver able to meet the child's identified needs.
 2. Develop a Visit and Contact Plan (CF 0831B).
 3. Work with the substitute caregiver in meeting the identified needs of the child. This is especially important when the family enters into a Voluntary Placement Agreement, and the substitute caregiver is one who can meet the child's needs to address the diagnosed mental health condition or disability.



4. Develop a child's individual service plan when the child is placed in any type of residential care.
5. Attend to the child's return home plan. Substitute care placement under an FSS Case Plan is intended to be temporary and time-limited. If the family has no intention to be a permanent resource for the child, immediately staff with the supervisor.
6. Monitor the child's safety and well-being in substitute care through required face-to-face contacts with the child and with the substitute caregiver, and assess the child's safety and well-being in substitute care. Refer to Chapter 3, Section 9 for more information.
7. Manage the child's education, health care and mental health needs to the extent DHS is authorized to do so through a Voluntary Placement Agreement or Voluntary Custody Agreement. When the court orders the substitute care placement of a pre-adjudicated delinquent, DHS is responsible for the child's education, health care and mental health needs as the legal custodian of the child.



Remember that Voluntary Placement Agreements end when a child reaches his or her 18th birthday, at which time the person no longer is considered a child. Voluntary Custody Agreements can be continued only under very limited circumstances when the temporary conditions for which a family entered into a Voluntary Custody Agreement still exist, the 18-year-old agrees to continue in placement under a Voluntary Custody Agreement, and the district manager approves the continuation of a Voluntary Custody Agreement.

- In most cases the signed FSS Case Plan provides sufficient documentation of the scope of services that will be provided to the family in a family support services case. In some instances, however, when a series of services or actions is a part of the FSS Case Plan, or services are sequential in nature, it is appropriate to develop a time-limited service agreement with the family or the former foster child that focuses on one or more services.



*A Service Agreement is a **time-limited** written document between the department and the parents, legal guardians or a former foster child that identifies one or more of the services or activities to achieve the goals of the Family Support Services Case Plan. The Service Agreement is developed in conjunction with the FSS Case Plan, but it is a stand-alone, time-limited agreement. The caseworker can develop sequential service agreements when the parents or legal guardians, or the former foster child need to take smaller steps to achieve progress. As long as sufficient resources are available, the Service Agreement must use culturally appropriate services and service providers whose interventions are focused on the parent's achievement of the goals identified in the FSS Case Plan.*

- It is the caseworker's responsibility to make sure the Service Agreement includes:
 1. At least one of the goals in the FSS Case Plan.
 2. The specific activities or services required to achieve the goal.
 3. The specific services or activities related to the specific change being sought.
 4. Services which are as culturally and gender-specifically appropriate as possible, given the department's resources. This may include locating a service provider who speaks the parents' language, a service provider of the same ethnicity/race as the parents, or a service provider who is familiar with the parents' cultural background.
 5. The services are clear, succinct and manageable. The parents or legal guardians, or the former foster child need to understand what the services are, and how those services relate to the goals of the FSS Case Plan.
 6. The responsibilities of each participant.
 - a. The Service Agreement must describe the responsibilities of the parents or legal guardians, or the former foster child and the department.
 - It is important for the caseworker to follow through with any responsibility listed for the department.
 - It also is important for the caseworker to make sure that anything listed as a department responsibility is something that can be provided by the department. If there is a question as to whether DHS can provide or pay for a particular service, the caseworker should consult with his or her supervisor.
 7. The start and completion dates.
 - a. The Service Agreement needs to list the anticipated start date and anticipated completion dates, based on the assessment of the service provider.
 8. Indicate whether a particular service or activity is an order of the court (if applicable for a pre-adjudicated delinquent).
- Make sure the FSS Case Plan goals and the Service Agreement are related to one another. The Service Agreement should not include an activity for the parents or legal guardians or the former foster child that is not linked to the request for DHS services and the results of the determination of needs.
- Document the method of measuring progress.
 1. The Service Agreement documents how changes will be measured, such as by professional assessments or observations of changes in behavior, condition or circumstances by family or other community members, or by a demonstrated change in behavior, condition or circumstance that relieves the crisis.
 2. The parents or legal guardians or the former foster child need to understand how progress will be measured at the onset of the Service Agreement.
- Indicate the date the Service Agreement will be reviewed.

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- Obtain signatures.
 1. The Service Agreement is signed by the parents or legal guardians or the former foster child and by the caseworker. The Service Agreement also lists the date to review, and if necessary, update the Service Agreement. Again, it is important to follow through with this review as a way to monitor compliance with services.
- Provide a copy of the Service Agreement to the parents or legal guardians, or former foster child no later than *seven days after the agreement is signed*.