

# Family Support Services and Agreements – Chapter 2

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**Ministry of Children and Family Development**

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<b>Chapter 2: Family Support Services and Agreements</b>	
<b>Policy 2.1: Receiving and Screening Calls for Voluntary Support Services</b>	
<b>Effective Date of Policy:</b> January 6, 2016	<b>Amendment Date of Policy:</b> August 1, 2020

### **Policy Statement**

All calls inquiring about providing voluntary support services are screened in a timely manner to determine the nature of the call and the best response pathway.

All reasonable steps are promptly taken to confirm whether the child/youth is Indigenous, whether an Indigenous law applies to them, and whether there is an applicable Indigenous authority, consistent with [Policy 1.1](#) – Working with Indigenous Children, Youth, Families and Communities under the CFCSA.

Once the nature of the call and the most appropriate response pathway is determined, the appropriate service program area is advised of the contact as well as the information obtained from the caller.

### **Standards**

**2.1(1)** Obtain as much relevant information as possible from the caller, including whether they are aware if the child/youth is Indigenous and whether an Indigenous law may apply to the child/youth, as outlined in [Policy 1.1](#) – Working with Indigenous Children, Youth, Families and Communities under the CFCSA.

**2.1(2)** If the caller has reason to believe that a child may need protection, refer to a delegated child protection worker for screening using the SDM Screening Tool. If an Indigenous law applies to the child/youth, adhere to Policy 3.10.

**2.1(3)** Conduct an initial record review on the child, youth or family who is the subject of the call within 24 hours of receiving the call.

**2.1(4)** Obtain supervisory approval and document any decisions made.

## **Outcomes**

- All calls regarding provision of voluntary support services are assessed in a timely manner to determine an appropriate response that best meets the identified needs of the child, youth or family.
- Children, youth and families are referred to appropriate program areas for services based upon information received during the call.

## **Procedures**

### ***Gathering Information***

- Make every attempt to speak with the caller immediately. If this is not possible, return the call as soon as possible.
- Engage the caller in order to obtain relevant information about the situation including:
  - The caller's name and telephone number (or how the person can be contacted) for call back purposes; the subject of the call (if the caller is not the subject) and their contact information;
  - The subject's age, gender, primary language, culture and/or ethnic background including whether the child/youth is Indigenous, the child/youth's Indigenous community, whether Indigenous law applies and whether there is an applicable Indigenous authority (if known);
  - The reason for the call; the subject's level of knowledge about and agreement with the call;
  - The caller's relationship to the subject; and
  - The subject's current circumstances.

### ***Calls from a third party***

- If the caller is a third party and not the subject of the call, determine if the subject of the call has knowledge of the third party calling on their behalf.
  - If the subject does not have knowledge of the third party calling, refer the call to a C5/C6 delegated worker to complete the screening assessment to determine if a protection response is required. Refer to policy 3.1 – section entitled 'Assessing the Report and Determining the Most Appropriate Response'.

- The exception is for third party calls regarding concerns about an expectant parent, as these are only requests for voluntary support as outlined in the section entitled 'Calls Regarding Concerns About an Expectant Parent' below.
- If the subject does have knowledge of the third party calling on their behalf, proceed with the call as outlined in the section below entitled 'Responding to a request for service'.

### ***Calls from Another Jurisdiction***

- Respond to requests for information from other jurisdictions by using a service request or memo.
- Respond to requests for voluntary services on behalf of a child, youth or family living in British Columbia by following the procedures outlined below.

### ***Calls Regarding Concerns About an Expectant Parent***

- A call regarding concerns about expectant parents that pertain to their yet to be born child but does not pertain to any children currently in their care is not a child protection report and does not fall under sections 14 and 16 of the CFCSA.
- Where such a call relates to an expectant parent whose yet to be born child will be subject to an Indigenous law once born, it is not a protection report to be referred to the applicable Indigenous authority.
- Such a call is recorded in a memo that is screened to a non-protection and voluntary response as a Service Request. This type of Service Request may be received from third parties only for the purpose of reaching out to expectant parents to offer them preventive or support services in accordance with procedures relating to Support Services for Expectant Parents outlined in Policy 2.2.

### ***Responding to Immediate Risk of Harm***

- If information indicates that a child/youth faces immediate harm, refer to policy 3.1 – Responding to Immediate Risk of Harm.
- If an Indigenous law applies to the child/youth, refer to Policy 3.10. See Policy 1.1 – Working with Indigenous Children, Youth, Families and Communities under the CFCSA for information on confirming whether an Indigenous law applies.

### ***Conducting an Initial Record Review (IRR)***

- From electronic databases (ICM, MIS, Best Practices):
  - Identify the number of past service requests and reports, and
  - Identify the previous issues or concerns from the past service requests or reports.
- If the family has recently moved to B.C. or if there is reason to believe there may be prior child protection involvement in one or more other jurisdictions, contact the appropriate interprovincial child protection authorities and request and record any information they provide.

### ***Documenting the Call***

- Conduct an electronic record search (both ICM and Best Practices, which is used by some Indigenous Child and Family Services Agencies) to determine if an electronic record already exists for the child/youth or family. If an electronic record already exists, determine whether the existing record is open, as well as the type and location of the record.
- Identify immediate family members and determine the key player.
- Document every service request in a memo.
- When it is unclear whether information should be documented as a new request for service or should be recorded as information to be forwarded to the assigned office, consult with a supervisor for guidance.

### ***Responding to a request for services***

- Make a pathway determination that is the most appropriate response to the report based on the information provided by the reporter and any relevant and accessible information from other sources;
- Requests for service do not require screening for child protection concerns. Do not consider the section 13 questions on the screening assessment tab in ICM.
- Instead, skip the section 13 screening assessment questions and **select “none of the above”** and determine which of the following responses is the most appropriate:
  - A referral for community services
  - Offering Ministry family support services
  - Provision of Youth Services



- No further action.
- If an Indigenous law applies to the child/youth and there is an applicable Indigenous authority, inform the parent that voluntary services may also be available from the Indigenous authority and support them to connect with the Indigenous authority. Inform the parent that information may be shared with the Indigenous authority prior to, and while, providing voluntary services in order to support coordinated service delivery as well as consultation and cooperation with Indigenous peoples in service planning and delivery for their children (CFCSA section 3(b)).
  - For more information, see [Policy 1.2](#) – Upholding Indigenous Jurisdiction over Child and Family Services.
- If information arises that gives reason to believe a child protection concern exists, do not complete the screening assessment in ICM. As per section 14 of the CFCSA, refer the memo to a delegated child protection worker to complete the screening assessment and determine if a protection response is required. Refer to Child Protection Response policy 3.1 – section entitled ‘Assessing the Report and Determining the Most Appropriate Response’. If an Indigenous law applies to the child/youth, refer to Policy 3.10 for more information.

### ***Determining the response to a request for services***

- Conclude a request for service when:
  - There is a decision to take no further action;
  - The parent chooses not to pursue services; or
  - There is a decision to provide support services though a service request. Refer to the policy 2.2 entitled Support Services to Strengthen Capacity. The family may also seek concurrent services through the Indigenous authority.

<b>Chapter 2: Family Support Services and Agreements</b>	
<b>Policy 2.2: Support Services to Strengthen Capacity</b>	
<b>Effective Date of Policy:</b> November 14, 2017	<b>Amendment date of Policy:</b> August 1, 2020

**Policy Statement**

Wherever possible, children, youth and families are provided with voluntary support services that build on their strengths and promote resiliency, and support and assist them to care safely for their children and youth.

- Outcomes**
- A child or youth is safe living with their family.
  - The parents are able to meet the child’s or youth’s needs.

**Standard**

**2.2(1)** If an Indigenous law applies to the child/youth and there is an applicable Indigenous authority, inform the Indigenous authority that voluntary support services will be provided. Share information with the Indigenous authority while providing voluntary support services in accordance with Appendix I in [Policy 1.2](#) – Upholding Indigenous Jurisdiction over Child and Family Services.

**2.2(2)** Sign a written Support Services Agreement before support services are provided unless there are emergency circumstances as outlined in the procedures section.

**Procedures**

***When a child, youth or parent is Indigenous***

- With the parents’ consent, consider making the Indigenous community a party to the Services or Supports Agreement in order to support the following guiding and service delivery principles:
  - Indigenous families and Indigenous communities share responsibility for

- the upbringing and well-being of Indigenous children;
  - Indigenous children are entitled to learn about and practise their Indigenous traditions, customs and language, and belong to their Indigenous communities;
  - in the planning and delivery of services to Indigenous children and families, there should be consultation and cooperation with Indigenous peoples and Indigenous governing bodies;
  - services should be planned and provided in ways that prevent discrimination prohibited by the Human Rights Code and that promote substantive equality, respect for rights and culture and, in the case of Indigenous children, cultural continuity; and
  - services to Indigenous children and families should be provided in a coordinated manner with Indigenous child and family services provided by Indigenous authorities.
- If the parent consents to the Indigenous community being a party to the Services or Supports Agreement:
- Determine whether there is an agreement in place between the director and the Indigenous community under s. 92.1 of the CFCSA regarding how the director engages with the Indigenous community;
  - Determine with the parties the role of the Indigenous community in the Services or Supports Agreement.

### ***When an Indigenous law applies to the child/youth***

- CFCSA section 4.1 requires that the CFCSA be interpreted and administered in accordance with the following principles:
- Indigenous peoples have an inherent right of self-government, including self-determination, that is recognized and affirmed by section 35 of the *Constitution Act, 1982* and by the *United Nations Declaration on the Rights of Indigenous Peoples*;
  - The inherent right of self-government includes jurisdiction in relation to Indigenous child and family services, law-making authority in relation to those services and authority to administer and enforce laws made under that law-making authority; and,
  - Indigenous laws have the force of law in British Columbia.
- An Indigenous authority may provide one or more types of Indigenous child and family services. If an Indigenous law applies to a child/youth who is involved with the director under the CFCSA, even if services are not provided under the Indigenous law, a director must act in accordance with [Policy 1.2 Upholding Indigenous Jurisdiction over Child and Family Services](#).

- In taking the steps below, follow terms in the applicable coordination agreement if there is one. If there is a conflict or inconsistency with this policy and a CFCSA agreement that applies to the child/youth (including a coordination agreement), the agreement prevails to the extent of the conflict or inconsistency.
- For more information, including definitions of relevant terms, see [Policy 1.2 Upholding Indigenous Jurisdiction over Child and Family Services](#).
- Explain to a parent requesting voluntary support services that:
  - The applicable Indigenous authority, if there is one, may also offer voluntary services. The director can contact the Indigenous authority on the parent's behalf if assistance is required.
  - Information may be shared with the Indigenous authority prior to, and during, the provision of voluntary support services, to support coordinated service delivery as well as consultation and cooperation with Indigenous peoples in service planning and delivery for their children/youth.
- A Support Services Agreement can be entered into, or continued, when an Indigenous law applies to the child/youth, including when an Indigenous authority is providing services under that law.
- If the parent has an existing Support Services Agreement and the applicable Indigenous authority notifies the director that it intends to provide services under the Indigenous law, promptly notify the parent. Determine, in consultation with the parent and the Indigenous authority, whether the Support Services Agreement should continue, considering the best interests of the child as set out in [Policy 1.1 – Working with Indigenous Children, Youth, Families and Communities under the CFCSA](#).

### ***Discussion of support services with children, youth and families***

- In discussion with a child, youth or family explore and determine what they consider to be their current strengths, goals and needs and what supports they require.
- Discuss with the family the importance of informal supports (e.g. friends, extended family, elders, spiritual leaders and community members) and actively seek out with the family available support services that can meet their needs.
- If the family does not have informal supports, discuss with the family the types of formal supports that will best meet their needs.
- If the parent has an infant or a child with support needs and there are concerns about safe sleeping, review the [Safer Sleep brochure](#) or the [translated version](#) with the parent(s) and discuss with them safe and

unsafe sleeping practices to assist them in developing a Safer Sleep arrangement.

- If the information obtained from the family indicates a child protection concern, promptly report the concern and the reasons for it to a delegated child protection worker or to the applicable Indigenous authority, if there is one (See Policy 3.10 for more information).

### ***Referrals and Offering Support Services***

- If the information received from a family indicates that a support service provided by the director is the most appropriate response, provide the family with information about the applicable service(s) that are available if known, and make the referral on the families' behalf.
- If it is determined that a specialized response is required by a ministry program area including Child and Youth Mental Health (CYMH), Children and Youth with Special Needs (CYSN), explain this to the family and provide contact information. For CYMH services, it is preferable and more efficient for the parent/guardian or mature minor to contact the program area directly as their informed consent is required in order to initiate voluntary services.
- If it is determined that youth services are the most appropriate response, discuss available services that are available for a youth. Offer to make a referral on behalf of the youth and provide the youth with contact information as well as an expected response time from the program area. For more information refer to Standards for Youth Support Services and Agreements.
- If the information indicates that a referral to another ministry, community agency, Indigenous community or Indigenous authority is the appropriate response, provide the family with information about the available services, including:
  - The process for accessing the services including contact information; and,
  - If known, whether there is a 'waiting list' for the services.
- If family self-referral, determine whether the family would prefer that a referral be made on their behalf.
  - Contact the appropriate person in the other ministry, community agency, Indigenous community or Indigenous authority and make the referral. Confirm when the family can expect to receive a response from the program area. If the referral is made verbally, follow up on the conversation in writing.
  - Contact the family to communicate that the referral was made and to provide the family with the necessary contact information for the relevant ministry, community agency, Indigenous community, or Indigenous authority.

### ***Entering into a Support Services Agreement***

- Following an assessment of a child's, youth's or family's strengths and needs, develop a written family support service agreement when:
  - A support service has been identified that will help the family and/or will reduce the need for more intrusive CFCSA supports and interventions;
  - The provision of such services (sometimes together with other supports and interventions) can maintain the safety and well-being of children or youth in the family;
  - The services are available and address a child, youth's and family's needs;
  - The person who is requesting the services or agreeing to services has the legal authority and capacity to enter into and sign the agreement. (For more information refer to Appendix A 'Authority to Sign an Agreement'); and,
  - The provision of services or supports through a written Support Services Agreement has been reviewed and approved by a supervisor.



### ***Completing a Support Services Agreement***

- Collaborate with the family, extended family, and other involved community members, applicable Indigenous authorities (See "When an Indigenous law applies to the child/youth", above) and service providers in planning and completing the agreement and:
  - If the director needs to disclose information to third parties for the provision of support services, using Form CF0609 'Consent to Disclosure of Information' to obtain the necessary consents;
    - Consent is not required to share information with an Indigenous authority if necessary for it to provide services under an Indigenous law that applies to the child/youth. Share information with an Indigenous authority in accordance with Appendix I in [Policy 1.2](#) – Upholding Indigenous Jurisdiction over Child, Youth and Family Services.
  - Gathering relevant information about the family's strengths, goals, needs and vulnerabilities;
  - Involving the child or youth by discussing their views and preferences;

- Agreeing on the type and duration of the support services that will be included in the agreement including a description of the Indigenous community's role if they are a party to the agreement;
  - If an Indigenous community is a party to the agreement, including in the agreement a description of the community's role and conditions on the use, disclosure and security of information provided to the community under the agreement;
  - Agreeing on the notice required to end the agreement, which must provide for at least 7 days' notice for the director to terminate the agreement; and,
  - Signing the agreement before the provision of services, for a maximum initial term of six months.
- Complete Form [CF2606 Support Services Agreement](#).
- Give copies of the support service agreement to everyone who signed the agreement.

### ***Providing services on an emergency basis***

- When required, services may be provided on an emergency basis, with the parent's verbal consent for up to 30 days.
- A written agreement must be signed within 30 days.

### ***Reviewing and renewing the agreement***

- Confirm whether an Indigenous law applies and whether there is an applicable Indigenous authority if not previously identified. If an Indigenous law applies, see "When an Indigenous Law Applies to the Child/Youth", above. For information on confirming whether an Indigenous law applies and whether there is an applicable Indigenous authority, see [Policy 1.1 – Working with Indigenous Children, Youth, Families and Communities under the CFCSA](#).
- Reach agreement with the parents, youth and child if applicable, and Indigenous community if a party to the agreement on the process for reviewing the agreement, including the frequency of reviews. Review agreements at least every six months unless an individual involved with the agreement requests a review sooner.
- Review the agreement with the child, youth or family and Indigenous community if a party to the agreement to determine whether:
  - The agreement continues to meet their needs; or

- There is a significant change in the circumstances of the child, youth, family or extended family that may require a change to the agreement;
- The services or resources continue to be available.
- After a review, renew a [CF2606 Support Services Agreement](#) for terms of up to six months each using Form [CF2599 Support Services Renewal Agreement](#).
- If an Indigenous community no longer wants to be a party to the agreement, determine whether the agreement is still needed, and if so, whether changes are needed.

### ***Ending the agreement***

- When the child/youth or parent no longer needs the services outlined in the agreement and the intent is to end the agreement, provide notice as stated in the agreement.
- End the services noted in the agreement if the family terminates the agreement.

### ***Written Support Services Agreements and Information Sharing***

- Information is shared based upon an assessment of the child's, youth's and/or family's strengths and needs for planning and decision-making purposes with the consent of the individual(s) who signed the agreement.
  - Use Form CF0609 'Consent to Disclosure of Information' to obtain the individual's consent to disclose their personal information to a service provider or organization (outside of the Ministry or an Indigenous Child and Family Service Agency);
    - Consent is not required to share information with an Indigenous authority if necessary for it to provide services under an Indigenous law that applies to the child/youth. Share information with an Indigenous authority in accordance with Appendix I in [Policy 1.2](#) – Upholding Indigenous Jurisdiction over Child, Youth and Family Services.
  - Although a director may collect information from any person pursuant to s. 96(2.1) of the CFCSA, use Form CF0611 'Consent to Collect Information' to obtain the individual's consent to obtain their personal information *from* another service provider if such a consent is necessary to facilitate the service provider's release of information
  - If there is a concern about the safety of a child or another person,





section 79(a) and 79(a.1) of the CFCSA give authority to disclose the information without consent.

- For further information on information sharing, refer to the practice guideline [‘Information Sharing and Confidentiality’](#).

### ***Support Services for Youth***

- For more information on youth-oriented support services and written agreements with youth refer to [‘Standards for Youth Support Services and Youth Agreements’](#)

### ***Support Services for Expectant Parents***

#### Voluntary Pre-Birth Planning

- Make a concerted effort to engage with expectant parents in pre-birth planning. Explain to them that their engagement is purely voluntary. Although expectant parents might initially be uninterested in engaging in services, circumstances can change which allow for their engagement in a helping relationship. However, if expectant parents make clear that they do not want preventive or support services, take no further action.
- If there is an applicable Indigenous authority, inform the expectant parent that the Indigenous authority might also offer preventive or support services. Provide the Indigenous authority’s contact information to the expectant parent.
- Do not share information respecting the expectant parent with an Indigenous authority unless:
  - the expectant parent has consented to the information sharing, or
  - the Indigenous authority has advised that the information is necessary for the provision of services under the applicable Indigenous law (see [Policy 1.2 Upholding Indigenous Jurisdiction over Child and Family Services – Appendix I: Information Sharing](#)).
- If an expectant parent is receptive to preventive and support services,
  - Discuss with them the anticipated vulnerabilities that can pose a risk to the infant once born and how the vulnerabilities may be reduced by strengthening the families’ capacity to safely care for a newborn.
  - Provide expectant parents with information about preventive and

- support services that can assist them to understand and mitigate the risks posed to the infant once born. With an expectant parent's consent, offer to refer them to these services.
- When keeping the Service Request open for the provision of services, do not use a s.5 Support and Services Agreement or any child protection assessment (other than the earlier Screening Assessment) prior to the birth of the child. Document any support plan in the open Service Request.
  - With an expectant parent's consent, encourage the involvement of their extended family and, where applicable, the Indigenous or cultural community, in supporting the expectant parents to engage in voluntary support and prevention services.
  - Offer the expectant parent a collaborative planning meeting where needed to explore less disruptive measures and to facilitate the development of a support plan that would keep the infant safely in the parent's care once born.

#### Information Sharing with Third Parties Prior to the Birth

- When there is a need to share information with third parties (e.g., service providers, extended family, or an Indigenous or cultural community):
  - Do not disclose information without the expectant parent's consent.
  - Use the [Consent to the Disclosure of Information form](#) to document the expectant parent's consent for the director to disclose information about that expectant parent to voluntary service providers and, if applicable, the expectant parent's Indigenous community or applicable Indigenous authority. Section 5 of the form is used to document the purpose of the director's disclosure to others, as agreed upon by the expectant parent.

#### Post Birth Period in the Hospital

- Explore all less disruptive measures to keep the parent and child safely together including, where available:
  - Parent and child residing with extended family members or other safe arrangement; or,
  - Early parenting support such as services from Public Health or Doula.
- When a child is Indigenous, involve the infant's Indigenous community with the parent's consent unless:
  - There is an agreement with the child's Indigenous community under CFCSA

- section 92.1 to involve the Indigenous community, even without the parent's consent, when developing less disruptive measures; or
- Circumstances require disclosure without consent under CFCSA s.79(a) or 79.2 (for details on disclosing information under section 79.2, see [Policy 1.2](#) Upholding Indigenous Jurisdiction over Child and Family Services – Appendix I: Information Sharing).
- Discuss with relevant hospital staff the possibility of the infant remaining in hospital until planning for the infant can be completed.
  - If it has been determined that an infant cannot safely remain in their parent's care and will be cared for by a third party, offer the parent(s) a Collaborative Planning and Decision-Making process wherever possible.

### ***Respite Support Services***

- If needed to maintain long-term family stability, consider offering families respite services.
- If an Indigenous law applies to the child/youth and there is an applicable Indigenous authority, inform the parent that respite services might also be available from the Indigenous authority and support them to connect with the Indigenous authority (see “When an Indigenous law applies and there is an Indigenous authority”, above).
- Access respite care providers by contacting:
  - An agency contracted by the ministry or Indigenous Child and Family Services Agency if applicable to recruit, assess and approve respite care providers; or
  - A resource worker who can identify an approved foster caregiver who has the necessary skill, availability and willingness to provide culturally appropriate respite care required for the specific children.
- When selecting a respite care provider, consider:
  - The number and ages of children requiring respite care;
  - The children's
    - behaviours,
    - development levels,
    - cognitive abilities,
    - special needs (if any), and,
    - culture and cultural needs;
  - The willingness and capacity of the respite care provider in meeting the children's needs; and,
  - A respite care provider who is an extended family member, a person who has a significant relationship to the child, and/or is a member of the

- child's community.
- Determine with the child's or youth's family the number of days of respite care required and whether the respite services will occur in the approved respite care provider's home or in the child's or youth's home. Note that respite cannot exceed 14 days per month.
  - Complete Form [CF2606 Support Services Agreement](#) for the provision of respite services to a family.
  - Provide the respite care provider with an information sheet that includes relevant information about each child receiving respite care in either the respite care provider's home or in the child's or youth's own home. See practice directive: [Information Sharing with Relief or Respite Care Providers](#).
  - Provide the respite care provider with or confirm that they have information relating to child safety including 'Purple Crying' at <http://www.purplecrying.info/> and [Safe Sleeping](#) written specifically for the care of babies.

### ***If Child Protection Concerns Arise***

- If support services have been initiated as a result of safety or wellbeing concerns, promptly inform a delegated child protection worker by contacting Centralized Screening or a delegated worker in a community office and provide information about the concerns. If an Indigenous law applies to the child/youth, report the concern to the applicable Indigenous authority in accordance with any "duty to report" requirements in the Indigenous law. For more information, see [Policy 1.2 – Upholding Indigenous Jurisdiction over Child and Family Services and Policy 3.10](#).
- Document the child protection concern and the referral to Centralized Screening or report made to the Indigenous authority, if applicable.
- Once a child protection worker becomes involved, determine with the child protection worker whether the support services should continue to be provided.
- Transfer the file to the child protection worker. For further information regarding transfer of files, refer to the practice directive entitled: [Case Transfer and Joint Case Management Under the Child, Family and Community Service Act](#)

<b>Chapter 2: Family Support Services and Agreements</b>	
<b>Policy 2.3: Voluntary Care Agreements</b>	
<b>Effective Date of Policy:</b> November 14, 2017	<b>Amendment Date of Policy:</b> April 1, 2019

### Policy Statement

Families are assisted to make safe, culturally safe, and appropriate temporary care arrangements for children and youth when no less disruptive measures are available or appropriate.

### Outcomes

- Families receive the support they need for the care of their children.
- The needs of children and youth, including their safety, well-being and development, are met while they are placed in an alternate living arrangement under Voluntary Care Agreements (VCAs).
- The need of children and youth for permanency is met by timely reunification with their parents, or if that is not in the child's or youth's best interests, timely planning for permanency.
- Families are connected to the applicable Indigenous authority, if an Indigenous law applies to the child/youth, and any services provided by the Indigenous authority are coordinated with those provided by the director.

### Standards

**2.3(1)** When using a VCA to assist parents in making temporary alternative care arrangements for their children or youth, ensure that the VCA includes information outlined in the procedures section entitled: ***Entering into a Voluntary Care Agreement.***

**2.3(2)** Develop a concurrent permanency plan consistent with policy 6.2.

**2.3(3)** If an Indigenous law applies to the child/youth and there is an applicable Indigenous authority, inform the Indigenous authority that services will be provided under a VCA. Share information with the Indigenous authority while providing voluntary support services in accordance with Appendix I in [Policy 1.2](#) – Upholding Indigenous Jurisdiction over Child and Family Services.

## **Procedures**

- Before considering the use of a VCA, determine whether less disruptive measures such as a Support Services Agreement or an Extended Family Program Agreement are appropriate or available. For information on the Support Services Agreements see Policy 2.2 and for Extended Family Program see chapter 4 – Out of Care policies.
- Involve the parents and with their consent, members of their support group or if the parents are Indigenous, their circle including extended family members, community members, and/or elders.
- Consistent with policy 6.1, within 30 days of first service contact with the family, explain the importance of physical, relational, cultural and legal permanency for children, and wherever possible support the family to care for their children and youth at home by identifying permanency options outlined in policy 6.1.
- Continuously consider the child's or youth's views as appropriate to their developmental level in all aspects of a VCA, including the development and implementation of the agreement, as well as reviewing, renewing and terminating the agreement.
- If a child protection concern exists before or during the provision of a VCA, promptly report the concerns and reasons for it to a delegated child protection worker.

### ***Considering whether to use a Voluntary Care Agreement***

- When determining whether to use a VCA consider the following criteria:
  - An assessment of the parent's current circumstances determines that they are temporarily unable to care for the child or youth;
  - No less disruptive means and services are available and appropriate to assist the parents to care for the child or youth;
  - A VCA is in the child or youth's best interests;
  - The parents are committed to maintaining contact with the child or youth as specified in the agreement;

### ***Involving a Child or Youth in the Voluntary Care Agreement Process***

- When considering and developing the VCA, if possible, find out the child's or youth's views about the agreement and explain what the agreement will mean for them before the agreement is signed e.g. living with another family.

- If the child or youth does not agree with the initial plan or the renewal of the VCA:
  - Speak privately and in person with the child or youth, determine what the child/youth's interests and concerns are and discuss ways to address them; and
  - If the child who is 12 years of age or over continues to disagree with the plan, consult with a supervisor or team leader to determine whether an alternate option, such as the Extended Family Program or a Youth Agreement, is in the best interests of the child/youth.
  - If the child is under the age of 12 and does not agree with the plan, consult with a supervisor to determine whether continuing with the VCA or an alternate option is in the child's best interests.

### ***When a Child or Youth is Indigenous***

- Consider making the child's Indigenous community a party to the Voluntary Care Agreement.
  - Discuss with the parents the involvement of the child's Indigenous community, consistent with the guiding principles and best interest principles. The parents decide whether an Indigenous community becomes a party to the Voluntary Care Agreement.
- If the parents consent to an Indigenous community becoming a party to the Voluntary Care Agreement, contact the Indigenous community before entering into a child-specific agreement to determine if the community wants to be a party to the agreement. Follow the process outlined in an agreement if one is in place between the director and the Indigenous community under section 92.1 of the CFCSA.
- Explore with the parents:
  - The members of their circle that may include elders, spiritual leaders, relatives, service providers and community members,
  - Information that will contribute to the child's ability to learning about and practise the child's Indigenous traditions, customs and language, and support the child's belonging to their Indigenous community.
  - The possibility for other culturally appropriate services to be provided to the family by the community and/or an Indigenous organization;
  - The potential for those services to reduce the child's or youth's need for placement outside their home under a VCA.

- Discuss with the parents' services that are available through the Indigenous community, Indigenous authority or Indigenous Child and Family Service Agency and whenever possible, involve the community or agency in planning.
- If the parents do not consent to the child's or youth's Indigenous community being a party to the agreement, explain to the parents that if their child or youth comes into care, the director is obligated to uphold their child's or youth's rights under Section 70 including the child's or youth's right to learn about and practice the child's or youth's Indigenous traditions, customs and language and to belong to the child's or youth's Indigenous community.
- If an Indigenous community has an agreement with the director made the under section 92.1 of the CFCSA that addresses how the child's Indigenous community will be involved in planning for the needs of children in care, explain to the parents the director's obligation to conduct planning in accordance with the agreement.
- In addition, draw the parents' attention to the clause in the Voluntary Care Agreement that states "The child's or youth's Indigenous community may be informed that this agreement has been made, pursuant to terms of an agreement made with the child's or youth's Indigenous community undersection 92.1 of the CFCSA."

### ***When an Indigenous law applies to the child/youth***

- CFCSA section 4.1 requires that the CFCSA be interpreted and administered in accordance with the following principles:
  - Indigenous peoples have an inherent right of self-government, including self-determination, that is recognized and affirmed by section 35 of the *Constitution Act, 1982* and by the *United Nations Declaration on the Rights of Indigenous Peoples*;
  - the inherent right of self-government includes jurisdiction in relation to Indigenous child and family services, law-making authority in relation to those services and authority to administer and enforce laws made under that law-making authority; and
  - Indigenous laws have the force of law in British Columbia.
- An Indigenous authority may provide one or more types of Indigenous child and family services. If an Indigenous law applies to a child/youth who is involved with the director under the CFCSA, even if services are not provided under the



Indigenous law, a director must act in accordance with [Policy 1.2 Upholding Indigenous Jurisdiction over Child and Family Services](#).

- In taking the steps below, follow terms in the applicable coordination agreement if there is one. If there is a conflict or inconsistency with this policy and a CFCSA agreement that applies to the child/youth (including a coordination agreement), the agreement prevails to the extent of the conflict or inconsistency.
- For more information, including definitions of relevant terms, see [Policy 1.2 Upholding Indigenous Jurisdiction over Child and Family Services](#).
- Explain to a parent requesting a VCA that:
  - The applicable Indigenous authority, if there is one, may also offer voluntary services. The director can contact the Indigenous authority on the parent's behalf if assistance is required.
  - Information may be shared with the Indigenous authority prior to, and during, the provision of voluntary support services, to support coordinated service delivery as well as consultation and cooperation with Indigenous peoples in service planning and delivery for their children/youth.
- A VCA can be entered into, or continued, when an Indigenous law applies to the child/youth, including when an Indigenous authority is providing services under that law.
- If the parent has an existing VCA and the applicable Indigenous authority notifies the director that it intends to provide services under the Indigenous law, promptly notify the parent. Determine, in consultation with the parent and the Indigenous authority, whether the VCA should continue, considering the best interests of the child as set out in [Policy 1.1 – Working with Indigenous Children, Youth, Families and Communities under the CFCSA](#).
  - A VCA can continue if any services provided concurrently by the Indigenous authority would not conflict with the director's care role under the VCA.

### ***Entering into a Voluntary Care Agreement***

- Have the parents sign Form CF0609 'Consent for Disclosing Information to a Third Party' to allow confidential information to be shared when necessary.
  - Consent is not required to share information with an Indigenous

authority if necessary for it to provide services under an Indigenous law that applies to the child/youth. Share information with an Indigenous authority in accordance with Appendix I of [Policy 1.2 – Upholding Indigenous Jurisdiction over Child and Family Services](#).

- When a child or youth has been in care previously under a VCA with any director, consider this time spent in care when calculating whether an agreement would exceed the maximum time periods set out in Section 6(7) of the CFCSA.
- With supervisor's or team leader's approval, decide upon the initial terms of the VCA with the parents and, where appropriate, the child or youth. The initial terms of the agreement must not exceed:
  - 3 months for children under 5 years of age; and
  - 6 months for children/youth 5 years of age and older.
- Ensure that the VCA includes:
  - A description of the care plan for the child or youth including where the child or youth will be placed,
  - A commitment to keep the parents informed of the child's or youth's progress and to involve the parents in decisions affecting the child or youth,
  - The parents' commitment to maintain contact with the child or youth, including details of the contact,
  - Time frames for the initial and any renewed VCA that are consistent with the section 6 of the CFCSA,
  - The guardianship responsibilities that are transferred from the parents (e.g. consent to necessary health care),
  - The number of days' notice required if the parents wish to terminate the agreement. (The parents must receive a minimum of 7 days' notice if the agreement is being terminated.),
  - How the child or youth will learn about and practise their Indigenous traditions, customs and language, and how the child will be supported to belong to their Indigenous community, and,
  - If an Indigenous community is a party to the agreement, a description of their role in the agreement and conditions on the use, disclosure and security of information provided under the agreement to the party.
- Review the terms of the agreement and any commitments made by the Director and the parents.
- Discuss the agreement with the child or youth and inform them about their

- rights under Section 70 of the CFCSA.
- Document the terms of the VCA using Form CF0322 – the VCA template.
  - Complete a Maintenance Agreement, using Form CF2615, in all cases where required (refer to reference guide: [Parental Contribution to a Child's Care.](#))
  - Ensure that the start and end dates of the VCA and the Maintenance Agreement are identical as they both take effect the first day the child or youth is in care and terminates on the same day the child or youth leaves care.
  - Where applicable, provide the parents with a copy of the approved and signed Maintenance Agreement form.
  - Advise the parents that they will not receive the Federal Canada Child Benefit or the BC Family Bonus during the time the child/youth is in care and advise him/her to contact Canada Revenue Agency with any questions.
  - If the child or youth is Indigenous, and the child's Indigenous community is not a party to the agreement, contact the child's or youth's Indigenous community determine how the child or youth can be supported to learn about their Indigenous traditions, customs and languages and to facilitate the child or youth's connection with their Indigenous community.
  - If the Indigenous community has an agreement with the director under section 92.1 of the CFCSA that addresses how the community will be involved in planning for the needs of children in care, conduct the planning in accordance with that agreement.

*Note: Children and youth who are the subject of a VCA are 'in care' and must have an Interim Care Plan completed within 30 days of coming into care and a Care Plan completed within 6 months of coming into care. A Concurrent Permanency Plan that is documented in the Care Plan is also completed within 6 months of coming into care. Refer to policy 6.2 for developing a Concurrent Permanency Plan.*

*Refer to Appendix B for a checklist of the tasks involved in preparing for and entering into an agreement.*

### **Approving and Signing a Voluntary Care Agreement**

- When determining which parent should sign the Agreement, refer to Appendix A: Developing, Reviewing and Signing Agreements.
- Obtain the signature of the parties to the agreement.
- Obtain supervisor's or team leaders' approval and signature.
- Once the agreement is signed, provide a copy of the VCA and the Care

Plan to:

- The parents;
  - The caregiver;
  - The Indigenous community if they are a party to the VCA.
- Once the agreement is signed, review the Care Plan with the child in a manner appropriate to their developmental level. Give a copy of the Care Plan to the child if the child would like a copy and has a place to keep it secure.

### ***Reviewing and Amending a Voluntary Care Agreement***

- Review a VCA at any time at the request of the child or youth, the parents, the child or youth's worker and, if involved, a representative of the child's or youth's Indigenous community, or as circumstances warrant.
- Confirm whether an Indigenous law applies and whether there is an applicable Indigenous authority if not previously identified. If an Indigenous law applies, see "When an Indigenous Law Applies to the Child/Youth", above. For more information on confirming whether an Indigenous law applies and whether there is an applicable Indigenous authority, see [Policy 1.1 – Working with Indigenous Children, Youth, Families and Communities under the CFCSA](#).
- Meet with the parents and the child or youth to review the agreement and discuss whether the agreement meets the needs of parents and child or youth based upon their circumstances.
- Consult with the caregiver to obtain their views about whether the agreement is meeting the needs of the child or youth being cared for.
- Discuss the child's or youth's and parents' progress towards resolving the issues that led to the child or youth coming into care.
- Consider amending the agreement when:
- Some of the clauses in the agreement no longer address the child's or youth's or parents' needs,
  - There is non-compliance with any of the terms of the agreement,
  - There is a significant change in the child's or youth's circumstances, including changes in their out-of-home living arrangements, or,
  - An Indigenous community no longer wants to be a party.
- Amend the agreement as necessary in consultation with the parents and the child or youth, with any amendments initialled by the parties to the agreement.

### ***Reviewing an Agreement Prior to Expiration***

- At least two weeks prior to the expiration of a VCA, meet with the parents, child or youth and the Indigenous community if it is a party to the VCA to:
  - Review the child's or youth's and parents' progress towards resolving the situation that led to the child or youth coming into care;
  - Review the child's or youth's concurrent permanency plan with the child or youth and their parents and discuss any actions that need to be undertaken;
- Confirm whether an Indigenous law applies and whether there is an applicable Indigenous authority if not previously identified. If an Indigenous law applies, see "When an Indigenous Law Applies to the Child/Youth", above. For more information on confirming whether an Indigenous law applies and whether there is an applicable Indigenous authority, see [Policy 1.1](#) – Working with Indigenous Children, Youth, Families and Communities under the CFCSA;
- Decide whether to renew the agreement; and,
- Agree on the services required to assist in the child's or youth's transition to home, if the agreement is not renewed.

### ***Renewing a Voluntary Care Agreement***

- Ensure that the total length of the VCA (including all renewals) does not exceed the following timelines, as described in Section 6(7) of the CFCSA:
  - 12 months, if the child or the youngest child who is the subject of the Agreement was under 5 years of age on the date of the initial Agreement;
  - 18 months, if the child or the youngest child who is the subject of the Agreement was 5 years of age or over but under 12 years of age on the date of the initial Agreement; and
  - 24 months, if the child or youth or the youngest child or youth who is the subject of the Agreement was 12 years of age or over on the date of the initial Agreement.

*Note: The maximum period allowed for agreements is not necessarily in the child/youth's best interests. Agreements should not last longer than is necessary.*

- Complete the following to ensure all activities have been undertaken when renewing a VCA:
  - Review and update the child's or youth's Care Plan that includes the Concurrent Permanency Plan;

- Obtain supervisor's or team leader's approval;
  - If the parent did not want to include the child's Indigenous community as a party to the initial agreement, explore with the parent whether they are now willing to have the Indigenous community as a party;
  - Sign a new VCA with the parents and with the Indigenous community if it is a party to the agreement;
  - Sign a new Maintenance Agreement (if required) with the parents.
- Complete the renewal at least two weeks before the existing agreement expires to ensure that the caregiver continues to receive payment and that the parents is correctly billed for maintenance.

### ***The Concurrent Permanency Plan***

- See policy 6.2 'Developing and Implementing the Concurrent Permanency Plan'.

### ***For Non-protection situations***

- Throughout the time of the agreement and when reviewing the agreement, continue to discuss with parents, the child's circle, and the child or youth if possible, the importance of permanency and options to achieve it including support services so that the child or youth can return home safely.
- As soon as possible and within 6 months of a child or youth being placed involve the parents, the child's circle, the child or youth as fully as appropriate to their maturity and developmental capacity and use collaborative practices to start developing a plan that addresses the child's or youth's need for permanency.

### ***For Protection situations***

- Throughout the time of agreement continue to discuss with parents, the child's circle and the child or youth if possible, the importance of permanency and options to achieve it.
- Consistent with Child Protection Response Policy 3.8, discuss the need for concurrent planning with a supervisor or team leader during completion of the first Reunification Assessment.
- Concurrent planning is completed before the next Reunification Assessment is conducted (i.e., within 6 months) unless supervisory approval is obtained and documented on the Reunification Assessment. See [Policy 3.8](#) for more information.

### ***Ending a Voluntary Care Agreement***

- End a VCA when:
  - It is in the child's or youth's best interests to do so and/or if there is a change in the parents' or child's or youth's wishes, circumstances or behaviour making the VCA ineffective, or
  - The parents provide written or verbal notice of cancellation within the timeframe specified in the agreement.
  
- A VCA is automatically terminated when:
  - The child or youth is removed under Section 30 of the CFCSA (see section below entitled 'Deciding Whether to Remove a Child')
  - The agreement expires (including a 30-day extension);
  - The youth reaches age 19;
  - The child or youth dies; or,
  - The youth marries.

### ***Deciding Whether to Remove a Child***

- In consultation with a supervisor or team leader, determine whether to remove the child or youth under Section 30 of the CFCSA when:
  - The agreement has been expired for 30 days and the parents are unwilling or unable to resume care of the child or youth;
  - There is no plan to renew the agreement as the parents' whereabouts are unknown;
  - It is determined that the child or youth needs protection and the agreement no longer protects the child or youth (if an Indigenous law applies to the child/youth, see Policy 3.10);
  - There is no other suitable plan or out-of-home living arrangement for the child or youth; and the maximum time periods specified in section 6(7) of the CFCSA have already been reached.
  
- If the child or youth is Indigenous and an agreement is in place between the director and the Indigenous community under the CFCSA, involve the Indigenous community in planning for the child or youth in accordance with the terms of the agreement.

### ***Documentation***

- Document the following information on the file with the VCA:
  - Actions taken to refer the family to an applicable Indigenous authority
  - Alternative options and why they were not used;
  - The criteria for using a VCA have been met;
  - Goals for the child or youth;
  - The services the family has agreed upon to achieve the established goals;
  - Details of services and the out-of-home placement;
  - Beginning and end dates of the agreement including renewals;
  - The responsibilities of the parents, yourself and others, including the caregiver and service providers, and the Indigenous community if a party to the VCA in achieving the goals under the plan;
  - The responsibilities of the child or youth where appropriate, under the plan;
  - Details of arrangements for contact between the parents and the child or youth;
  - Reasons for a renewal;
  - Confirmation that the parents will resume care of the child or youth when the agreement ends;
  - Concurrent Permanency Plan in the Care Plan if the child or youth cannot return home; and,
  - Reasons for ending the VCA.



<b>Chapter 2: Family Support Services and Agreements</b>	
<b>Policy 2.4: Special Needs Agreements</b>	
<b>Effective Date of Policy:</b> November 14, 2017	<b>Amendment Date of Policy:</b> April 1, 2019

### **Policy Statement**

Special Needs Agreements (SNAs) are used to provide culturally appropriate care for a child or youth living away from their parents' home when in-home supports are not available or appropriate, and the parents:

- are not able to meet their child's or youth's special needs, and
- are committed to being involved in their care and planning and decision making.

### **Outcomes**

- Families receive the support they need for the care of their children and/or youth with special needs.
- A child's and youth's identified special needs are met.
- Children and youth with special needs have plans that achieve physical, relational, cultural, and legal permanency.
- Families are connected to the applicable Indigenous authority, if an Indigenous law applies to the child/youth, and any services provided by the Indigenous authority are coordinated with those provided by the director.

## **Standards**

**2.4(1)** When using a SNA with parents who need help to care their child due to the child's special needs, ensure that the SNA includes information outlined in the procedures section entitled 'Entering into a Special Needs Agreement'.

**2.4(2)** Develop a Concurrent Permanency Plan consistent with policy 6.2 'Developing the Concurrent Permanency Plan'.

**2.4(3)** If an Indigenous law applies to the child/youth and there is an applicable Indigenous authority, inform the Indigenous authority that services will be provided under a SNA. Share information with the Indigenous authority while providing voluntary support services in accordance with Appendix I in [Policy 1.2 – Upholding Indigenous Jurisdiction over Child and Family Services](#).

## **Procedures**

- Continuously involve the parents and with their consent, their support group or if the parents are Indigenous, their circle that may include extended family members, community members, elders, knowledge keepers.
- Consistent with policy 6.1 'Identifying Permanency Options', within 30 days of first service contact with the family explain the importance of physical, relational, spiritual and legal permanency for children and youth and wherever possible support the family to care for their children and youth at home by identifying permanency options outlined in policy 6.1.
- Continuously involve the child or youth and obtain their views as appropriate to their developmental level in all aspects of a SNA, including the development and implementation of the agreement, and reviewing, renewing and terminating the agreement.
- If a child protection concern exists before or during the provision of a SNA, promptly report the concerns and reasons for it to a delegated child protection worker by contacting Centralized Screening. An SNA should not be used when the child must reside outside the parental home due to a child protection concern.

## ***Assessing the Needs of a Child or Youth and Their Parents***

*Note: A special need is defined as a documented significant impairment*

*associated with an ongoing physical, cognitive, communicative and/or emotional/behavioural condition that requires specialized care and support. In order to determine whether a child or youth has a special need, a comprehensive assessment must be completed by a qualified professional with expertise in the area of child development and/or the parents must provide relevant information on the needs of the child or youth and consent to or provide a developmental and medical assessment of the child or youth.*

- If the child is Indigenous and an Indigenous law applies to them, see “When an Indigenous Law Applies to the Child/Youth” below for additional information.
- Determine the child’s or youth’s special needs and the level of service required through an objective assessment completed by a qualified professional in the area of child development, such as a:
  - Psychologist
  - Psychiatrist or pediatrician
  - Physician
  - Psychiatric nurse, mental health or infant development worker, or
  - Other health care professional who has knowledge of or has recently assessed the child or youth for example, an occupational therapist.
- Conduct an assessment of the parents’ ability to care for their child or youth.
- Review assessments with a relevant supervisor or team leader.
- Based upon the outcomes of the assessments determine with the parents:
  - Whether the child or youth’s special needs are beyond the capability of the parents to manage without an out-of-home placement and the services to be provided through an SNA, based on information provided by way of a specialized assessment;
  - Whether less disruptive resources and services are available and appropriate to assist the parents to care for the child or youth;
  - Whether an SNA is in the child’s or youth’s best interests including whether the SNA will help meet the child’s or youth’s need for security, stability and permanency.

### ***Discussing the Special Needs Agreement with the Parents***

- Give the parents the ‘Letter to Parents’ that outlines parental roles and responsibilities when a child in care under an SNA. (See Appendix D)
- Discuss an SNA with the parents and advise that:
  - Responsibility for the child ‘s or youth’s care is transferred from the

- parents to the Director, and the parents may delegate as much guardianship authority as is required to give effect to the agreement;
- The Director has the right to make decisions relating to the day-to-day care of the child or youth;
  - Depending upon the terms of the agreement, either the parents or the Director has the right to make important decisions relating to the child's or youth's health care and education. This includes signing consent forms for the child's or youth's health care (subject to Section 17 of the Infants Act) and the child's or youth's participation in educational, extracurricular, and recreational activities. If the parents cannot or will not be involved to make these decisions, consider whether an SNA is the best plan.
  - The Director has an obligation to uphold the s. 70 rights of a child in care which, for Indigenous children, includes the right to learn about and practise the child's Indigenous traditions, customs and language and belong to the child's Indigenous community.
  - If required, the parents commit to providing financial support for the child or youth by way of a Maintenance Agreement. For more information, refer to Policy 2.5: Parental Contribution to a Child/Youth's Care;
  - It is expected that the parents participate in developing and implementing of the Care Plan for the child or youth;
  - It is expected that the parents maintain contact with the child or youth as set out in the agreement.
  - Eventual return of the child or youth with their parents is expected if the family can care safely for the child or youth with available supports.
- Advise the parents that they will be involved in and informed about significant developments and decisions relating to the child or youth. As appropriate, these may include:
- Care Plan meetings (being informed about and participating in them);
  - Changes in the child or youth's out-of-home living arrangements;
  - Necessary health care unless the child or youth consents to health care under Section 17 of the Infants Act;
  - Significant events or accidents in the child 's or youth's life;
  - Accomplishments at school and in social and recreational activities;
  - Any other items specified in the agreement.
- Obtain the parents' signature on the 'Letter to Parent' acknowledging their understanding of their ongoing responsibilities, prior to them signing the SNA.

### ***Involving a Child or Youth in the Special Needs Agreement Process***

- Explain to the child's or youth's parents that one of their roles is to support and encourage their child's or youth's participation in the agreement process, as appropriate to their developmental level and ability, and when necessary bring in others to assist (e.g. youth engagement worker or a member of the child's circle).
- When developing an SNA, explain the terms of the agreement to the child or youth and provide the child or youth with an opportunity to express their views and to ask questions.
- If a child or youth with capability does not agree with the idea of an SNA, the terms of an initial SNA, or with a renewal of the SNA, speak privately with the child or youth and encourage them to fully express and elaborate on their opinions.
- If the child or youth continues to disagree with an SNA, consult with a supervisor and in consultation with the parents determine whether an SNA or an alternate option, such as a Services and Support Agreement could assist the parent to look after the child or youth and is in the child or youth's best interests.



### ***When a Child or Youth is Indigenous***

- Consider making the Indigenous community a party to the Special Needs Agreement in order to support the child or youth to learn about and practise their Indigenous traditions, customs and language, and to belong to their Indigenous community.
- Discuss with the involvement of the child's/youth's Indigenous community or Indigenous authority with the parents consistent with the guiding principles and the best interests of the child. The parents decide whether or not an Indigenous community becomes a party to the Special Needs Agreement.
- If the parents consent to an Indigenous community becoming a party to the Special Needs Agreement, contact the Indigenous community to determine if the community wants to be a party. Follow the process outlined in an agreement if one is in place between the director and the Indigenous community under the CFCSA.
- Include information in the SNA that addresses how the child or youth will learn about and practise their Indigenous traditions, customs and language, and how to support them to belong to their Indigenous community.
- Discuss with the parents the services available through the Indigenous

community, Indigenous authority, Indigenous Child and Family Services Agency or other Indigenous organization and consider:

- The possibility for other culturally appropriate services to be provided to the family by the community and/or Indigenous organization;
  - The potential for those services to reduce the child's or youth's need for placement outside the child's or youth's home under an SNA; and
  - How the community, agency, or Indigenous authority can be involved in planning.
- If the parents do not consent to the child's Indigenous community being a party to the agreement, explain to the parents that if their child comes into care, the director is obligated to uphold their child's rights under CFCSA section 70 including the child's right to learn about and practices the child's Indigenous traditions, customs and language and to belong to the child's Indigenous community.
- If an Indigenous community has an agreement with the director made under section 92.1 of the CFCSA that addresses how the child/youth's Indigenous community will be involved in planning for the needs of children in care, explain to the parents the director's obligation to conduct planning in accordance with the agreement.
- In addition, draw the parents' attention to the clause in the Special Needs Agreement that states "The child's or youth's Indigenous community may be informed that this agreement has been made, pursuant to terms of an agreement made with the child's or youth's Indigenous community under CFCSA s. 92.1".

### ***When an Indigenous law applies to the child/youth***

CFCSA section 4.1 requires that the CFCSA be interpreted and administered in accordance with the following principles:

- Indigenous peoples have an inherent right of self-government, including self-determination, that is recognized and affirmed by section 35 of the *Constitution Act, 1982* and by the *United Nations Declaration on the Rights of Indigenous Peoples*;
- the inherent right of self-government includes jurisdiction in relation to Indigenous child and family services, law-making authority in relation to those services and authority to administer and enforce laws made under that law-making authority; and,
- Indigenous laws have the force of law in British Columbia.

An Indigenous authority may provide one or more type of Indigenous child and family services. If an Indigenous law applies to a child/youth who is involved with the director under the CFCSA, even if services are not provided under the Indigenous law, a director must act in accordance with [Policy 1.2 Upholding Indigenous Jurisdiction over Child and Family Services](#).

In taking the steps below, follow terms in the applicable coordination agreement under CFCSA section 90.1(1)(a) if there is one. If there is a conflict or inconsistency with this policy and a CFCSA agreement that applies to the child/youth (including a coordination agreement), the agreement prevails to the extent of the conflict or inconsistency.

For more information, including definitions of relevant terms, see [Policy 1.2 Upholding Indigenous Jurisdiction over Child and Family Services](#).

- Explain to a parent requesting an SNA that:
  - The applicable Indigenous authority, if there is one, may also offer voluntary services. The director can contact the Indigenous authority on the parent's behalf if assistance is required;
  - Information may be shared with the Indigenous authority prior to, and during, the provision of services under an SNA to support coordinated service delivery and the Indigenous authority's access to information under CFCSA section 79.2 (see Appendix I in [Policy 1.2 – Upholding Indigenous Jurisdiction over Child, Youth and Family Services](#) for more information); and,
  - An SNA can be entered into, or continued, when an Indigenous law applies to the child/youth, including when an Indigenous authority is providing services under that law.
- If the parent has an existing SNA and the applicable Indigenous authority notifies the director that it intends to provide services under the Indigenous law, promptly notify the parent. Determine, in consultation with the parent and the Indigenous authority, whether the SNA should continue, considering the best interests of the child as described in [Policy 1.1 – Working with Indigenous Children, Youth, Families and Communities under the CFCSA](#).
- An SNA can continue if any services provided concurrently by the Indigenous authority would not conflict with the director's care role under the SNA.

### ***Entering into a Special Needs Agreement***

*Note: An SNA is not used as a means to extend a child's or youth's time in care when the maximum term of Voluntary Care Agreement has expired*

- Determine who has legal guardianship of the child or youth as defined in the Family Law Act (FLA) and who can sign the Maintenance Agreement and SNA.
- Complete a Maintenance Agreement, using Form CF2615, in all cases where required (refer to Policy 2.5: Parental Contribution to a Child's Care).
- Ensure that the start and end dates of the SNA and the Maintenance Agreement are identical as they both take effect the first day the child or youth is in care and terminates on the same day the child or youth leaves

care.

- Provide the parents with a copy of the approved and signed Maintenance Agreement form.
- Depending upon the structure and practice of each SDA or ICFS Agency, obtain the approval of a Team Leader or Director of Operations or ICFS Agency equivalent position for the initial terms of the SNA with the parents and, where appropriate, the child or youth. The initial terms of the agreement must not exceed 6 months. If concerns exist regarding whether or not an SNA is appropriate in the situation, the initial agreement can be made for 3 months to allow time for further assessment of the parents' capacity to provide care.
- Ensure that the SNA includes:
  - A description of the care plan for the child or youth, including where the child or youth will be placed,
  - A commitment to keep the parents informed of the child's or youth's progress,
  - A commitment to involve the parents in planning and decisions affecting the child or youth,
  - The parents' commitment to maintain contact with the child or youth, including details of the contact,
  - The responsibilities that are transferred from the parents (e.g. consent to necessary health care),
  - The name of an alternate or delegate who can give consents for non- emergency medical care,
  - The parents' schedule of regular and pre-arranged visits. (These can change depending upon the parents' and child's or youth's circumstances.),
  - Information on visits by extended family members and/or friends.
  - The plan for the parents to move the child or youth to the placement.
  - The number of days' notice required if the parents decide to terminate the agreement. (The parents must receive at least seven days' notice if you plan on terminating the agreement.).
  - If an Indigenous community is a party to the agreement, a description of its role in the agreement and conditions on the use, disclosure and security of information provided under the agreement to the community.
- Review the child or youth's medical coverage with the parents.
- Obtain the child's or youth's birth certificate, passport, status card if applicable, and picture in order to make copies for the child's or youth's



file, and copies of all prescriptions.

- Review the terms of the agreement and any commitments made by the Director and by the parents.
- Document the terms of the SNA using the SNA template Form CF0322.
- Review the agreement with the child or youth and inform them about their rights under Section 70 of the CFCSA, as appropriate to their developmental level and ability. Provide them with a copy of the booklet 'Know Your Rights: A Guide for Young People in Care'.
- Develop an Interim Care Plan for the child or youth. The Care Plan is referenced in the SNA and addresses the child or youth's specialized care needs as identified in the assessment. Refer to the 'Children and Youth in Care Policies' and the Practice Directive: 'Care Plans for Children in Care' for required timeframes.
- Advise the parents that they will not receive the Federal Canada Child Benefit or the Provincial Family Bonus during the time the child/youth is in care and advise him/her to contact Canada Revenue Agency with any questions.
- If the child or youth is Indigenous, and the child's Indigenous community is not a party to the agreement, contact the child's or youth's Indigenous community to determine how the child or youth can be supported to learn about their Indigenous traditions, customs and language and to facilitate the child or youth's connection with their Indigenous community.
- If the Indigenous community has an agreement with the director under the CFCSA that addresses how the community will be involved in planning for the needs of children in care, conduct the planning in accordance with that agreement.

*Note: Children and youth who are the subject of a SNA are 'in care' and must have an Interim Care Plan completed within 30 days of coming into care and a full Care Plan completed within 6 months of coming into care. Refer to policy 5.6 'Assessment and Planning for a Child/Youth in Care' in the Children and Youth in Care policies. A concurrent permanency plan that is documented in the Care Plan is also completed within 6 months of coming into care. Refer to policy 6.2 'Developing the Concurrent Permanency Plan'.*

*Refer to Appendix C for a checklist of the tasks involved in preparing for and entering into an agreement.*

### **Approving and Signing a Special Needs Agreement**

- When determining which parent should sign the Agreement, refer to Appendix A: Developing, Reviewing and Signing Agreements.



- Depending upon the structure and practice of each SDA or ICFS Agency, obtain the approval and signature of a Team Leader or Director of Operations or ICFS Agency equivalent position.
- Once the agreement is signed, provide a copy of the SNA and the Care Plan to:
  - The parents;
  - The child or youth 12 years of age or older, unless the information may cause harm to the child or youth;
  - The caregiver; and,
  - The Indigenous community if they are a party to the SNA.
- Once the agreement is signed, review the Care Plan with the child or youth consistent with their developmental level, and give a copy of the Care Plan to them if they would like a copy and has a place to keep it secure.

### ***Reviewing and Amending a Special Needs Agreement***

- Gather and review information at least every 6 months to ensure that the parents' and the Director's responsibilities outlined in the SNA and the child's or youth's Care Plan are fulfilled, and that the child's or youth's needs are being met.
- Confirm whether an Indigenous law applies and whether there is an applicable Indigenous authority if not previously identified. If an Indigenous law applies to the child/youth, see "When an Indigenous Law Applies to the Child/Youth" above. For information on confirming whether an Indigenous law applies and whether there is an applicable Indigenous authority, see [Policy 1.1](#) – Working with Indigenous Children, Youth, Families and Communities under the CFCSA.
- Meet with the parents and with the child or youth, as appropriate to their developmental level and ability, to:
  - Review the agreement;
  - Review the child's or youth's concurrent permanency plan with the child or youth, their parents and the Indigenous community if a party to the agreement and discuss and actions that need to be undertaken;
  - Discuss whether the agreement meets the needs of the parents and child or youth based upon their circumstances; and
  - Discuss with the child's or youth and parents the progress made towards resolving the issues that led to the child or youth coming into care.
- Consult with the caregiver to obtain their views about whether

the agreement is meeting the needs of the child or youth in their care.

- Consider amending the agreement when:
  - Some of the clauses in the agreement no longer address the child's or youth's or parents' needs;
  - There is non-compliance with any of the terms of the agreement;
  - There is a significant change in the child's or youth's circumstances, including changes in their out-of-home living arrangements.
- Amend the agreement as necessary in consultation with the parents and the child or youth, with any amendments initialled by the parties to the agreement.
- At least two weeks before the agreement expires, meet with the child or youth with capacity, parent and Indigenous community if a party to review the agreement.

### ***Reviewing an Agreement Prior to Expiration***

- At least two weeks prior to the expiration of an agreement, meet with the parents, the child or youth as appropriate to their developmental level and ability and the Indigenous community if a party to the SNA to:
  - Review the child's or youth's and parents' progress towards resolving the situation that led to the child or youth coming into care;
  - Consult with the caregiver regarding the child's or youth's continued well-being in the caregiver's home;
  - Consider whether a less disruptive way of assisting the parents to care for the child or youth is now available and the agreement can be terminated;
  - Decide whether to renew the agreement;
  - Agree on the services required to assist the child's or youth's transition to home, if the agreement is not renewed.
- Confirm whether an Indigenous law applies to the child/youth and whether there is an applicable Indigenous authority if not previously identified. If an Indigenous law applies, see "When an Indigenous Law Applies to the Child/Youth" above. For information on confirming whether an Indigenous law applies and whether there is an applicable Indigenous authority, see [Policy 1.1](#) – Working with Indigenous Children, Youth, Families and Communities under the CFCSA.

### ***Renewing an Agreement***

- Complete the following to ensure all activities have been undertaken when renewing an SNA:
  - Review the child's or youth's situation at least two weeks before the agreement expires;
  - Review and update the child's or youth's Care Plan that includes the concurrent permanency plan;
  - Depending upon the structure and practice of each SDA or ICFS Agency, obtain the approval of a Team Leader or Director of Operations or ICFS Agency equivalent position;
  - Sign a new SNA with the parents and with the Indigenous community if a party to the SNA;
  - Sign a new Maintenance Agreement (if required) with the parents.
- Complete the renewal at least two weeks before the existing agreement expires to ensure that the caregiver continues to receive payment and the parents provide post-dated maintenance cheques.
- The maximum period of time for each renewal is 12 months. The number of times that an SNA can be renewed depends upon the best interests of the child or youth and support services available for the family.

*Note: In order to promote permanency for a child or youth, the maximum period allowed for agreements is not necessarily in their best interests. Agreements should not last longer than is absolutely necessary.*

### ***The Concurrent Permanency Plan***

- Explain to the parents that although there is no legislative maximum time limit for the total length of SNAs, their child or youth needs stability and a strong sense of where their long-term home will be. As soon as possible and within 6 months of a child or youth being placed, a concurrent permanency plan is developed with the parents and the child or youth depending upon their capacity in order to provide the child or youth with a sense of long-term stability.
- Discuss with the parents, the child or youth, and the Indigenous community if a party to the SNA, options for long-term living arrangements that address the child's or youth's needs for stability.
  - This may include continuing with the current living situation if the parents are actively involved with the care of and planning for their

child or youth.

- If the parents have disengaged and are not willing to plan, attend meetings, and are hard to find to sign the SNA, then the SNA is not the best tool to support this child or youth. Consider alternate permanency options.
- Identify in the plan how the child or youth will be provided with long-term stability and how any delays in securing a permanent home for the child or youth will be reduced.

### ***Ending a Special Needs Agreement***

- The parents may end the agreement by providing notice of cancellation of the agreement, either verbally or in writing, within the time frame specified in the agreement.
- An SNA is automatically terminated when:
  - The child or youth is removed under Section 30 of the CFCSA (see section below entitled 'Deciding Whether to Remove a Child')
  - The agreement expires (including a 30-day extension);
  - The youth reaches age 19;
  - The child or youth dies;
  - The youth marries.
- Advise the parents whose youth will be turning 19 years of age while in care:
  - Of their responsibility to become actively involved in all necessary steps of transition planning including completing all required documentation in a timely manner to ensure the transition process is not delayed; and
  - That the *Community Living BC Operating Agreement* recommends that transition planning begins soon after the child's 14th birthday.
- If necessary, inform the parents of the mandate of Community Living BC, specifically the eligibility criteria for adults with developmental disabilities.

### ***Deciding Whether to Remove a Child***

- In consultation with a team leader, determine whether to remove the child or youth under Section 30 of the CFCSA when:
  - The parents are no longer willing or able to fulfill their responsibilities under the SNA;
  - There is no plan to renew the agreement as the parents' whereabouts are unknown;

- It is determined that the child or youth needs protection and the agreement no longer protects the child or youth (if an Indigenous law applies to the child/youth, see Policy 3.10).
- If the child or youth is Indigenous and an agreement is in place between the director and the Indigenous community under CFCSA section 92.1, involve the Indigenous community in planning for the child or youth in accordance with the terms of the agreement.

### ***Documentation***

- Document the following information on the file with the SNA:
  - Actions taken to refer a family to an applicable Indigenous authority;
  - Alternative options and why they were not used;
  - Criteria for using an SNA have been met;
  - Assessment of the child's or youth's behaviour or condition and specialized care needs;
  - Assessment of the parents' ability to care for their child or youth
  - Goals for the child or youth;
  - The services the family has agreed upon to achieve the established goals;
  - Details of services and the out-of-home placement;
  - Beginning and end dates of the agreement;
  - The responsibilities of the parents, the Director, the Indigenous community if a party to the SNA, and others including the caregiver and service providers, in achieving the goals under the plan;
  - The responsibilities of the child or youth, where appropriate, under the plan;
  - Details of arrangements for contact between the parents and the child or youth;
  - Reasons for a renewal;
  - Confirmation that the parents will resume care of the child or youth when the agreement ends;
  - Concurrent permanency plan in the Care Plan if the child or youth cannot return home;
  - Reasons for ending an SNA

<b>Chapter 2: Family Support Services and Agreements</b>	
<b>Policy 2.5 Parental Contribution to a Child's Care</b>	
<b>Effective Date of Policy:</b> November 14, 2017	<b>Amendment date of Policy:</b> N/A

### Policy Statement

Pursuant to section 97 of the *Child, Family and Community Service Act* (CFCSA) parents remain responsible for contributing financially to the care of their child or youth when the child or youth is in care under the CFCSA unless: the child or youth is under a continuing custody order; or when the child or youth is in the custody of a person other than a parent under a CFCSA order; or when a youth agreement or section 8 agreement has been entered into respecting a child or youth.

### Outcomes

- Parents who have the financial means to do so continue to contribute to and support their child's or youth's care.

### Standards

**2.5(1)** When a child or youth is temporarily living away from the family home in an in-care or out of care living arrangement as described, inform the parents of their continuing responsibility to contribute financially to their child's or youth's care.

**2.5(2)** When parents are able to contribute financially, seek to make a written agreement with them detailing the contribution.

### Procedures

***When to use a child maintenance agreement or apply for a maintenance order***

- A child maintenance agreement with parents is completed:
  - Prior to a child being placed in care under a VCA or SNA or entering into a section 8 agreement or youth agreement;
  - Whenever possible when an application is being made to the court for temporary custody by the director of a child as part of a child protection case.

### ***Determining a parent's contribution to their child's or youth's care***

- Determine the parental financial contribution to the child's or youth's care by completing an income test and by referring to the tables which modify the child support amounts payable under the Federal Child Support Guidelines. See reference guide: [Parental Contribution to a Child's Care](#)
- In addition to the parents providing a financial contribution, consider whether the parents are able and willing to provide in-kind contributions, such as clothing, transportation, school, recreational or activity fees, as well as other contributions related to their child's or youth's care.

*Note that in-kind contributions **do not impact** parents' obligation to contribute financially to the care of the child or youth.*

### ***Waiving a parent's financial contribution with Team Leader Approval***

- Consider waiving parents' financial contribution when:
  - In the case of a Youth Agreement, requiring the parents to contribute may not be in the youth's best interests;
  - In the case of a removal and subsequent custody order, requiring the parents to contribute financially may detract from the ability to work with the parents in returning the child or youth to their care;
  - The parents are experiencing unforeseen expenses related to the care of their child with special needs or their other children e.g. medical expenses, therapy or dental expenses not covered for a child in care;
  - The parent provides written confirmation that the total family income is derived from BC Employment or Disability Assistance (i.e., provincial income assistance benefits)  
<http://www.eia.gov.bc.ca/publicat/vol1/part3/3-3.htm>, Employment Insurance Canada or the Canada Pension Plan, or
  - The calculated financial contribution is under \$25.00 per month;
  - The services are required for less than 30 days.\*



- \* When the contribution is waived because services are required for less than 30 days, review the decision after 30 days. If the services extend for longer than 30 days, determine maintenance in accordance with the procedures outlined in the reference guide: [Parental Contribution to a Child's Care](#) and backdate the maintenance to the first date of service provision.

### ***When Parents Do Not Agree With a Contribution***

#### Agreements:

- If agreement cannot be reached on the amount of contribution by the parents
  - Explain the parent's responsibility to contribute to the maintenance of their child as outlined in section 97 of the CFCSA and discuss reasons for their disagreement;
  - If the parents continue to disagree, offer and promote an alternative dispute resolution process to resolve the issue. If mediation is agreed to, refer the matter to a mediator on the approved mediation roster:  
[Roster of Child Protection Mediators](#)
  - If mediation or alternate collaborative planning and decision-making process is not agreed to or if the process does not result in an agreement, consider whether to apply for a court order under section 97(5) of the CFCSA. (See section below)

#### Court Orders:

- If a parent remains responsible to contribute to the maintenance of his or her child as described under "Policy Statement", and an agreement with the parents on financial contribution cannot be reached explain that a director can apply for a maintenance order under section 97(5) of the CFCSA.
  - For parents with whom an agreement may be made under section 97(2) but where attempts to agree on the contribution have failed, consider applying for a court order as outlined on page 6 of the reference guide: Parental Contribution to a Child's Care
  - For parents whose child is subject to an interim or temporary custody order placing the child with a person other than a parent, consider apply for a court order at the outset. (Section 97(2) does not allow maintenance agreements to be made with these parents.)

### ***Completing the written maintenance agreement***

## Family Support Services and Agreements

- Complete the written agreement with the parents using Form CF2615 Child Maintenance Agreement.
- Provide the parents and the Financial Services Branch (MCFD) with signed copies.
- File a signed copy in the child's or youth's and parents' file.

### ***Applying for a maintenance order***

- Refer to reference guide: [Parental Contribution to a Child's Care](#)

## **Appendix A: Developing, Reviewing and Signing Agreements**

Before entering into an agreement with a parent it is important to determine their identity, their capacity to understand the agreement and to determine if they have the authority to sign it.

### **Identification**

- Confirm the parent's personal identity through either primary or secondary personal ID (e.g., birth certificate, Social Insurance, Medical Services CareCard, Status Card, BC ID, driver's license, passport), and document which type of ID was viewed;
- For care agreements (s. 6, 7 and 8), confirm whether the parent is the child's guardian and document how this was confirmed;
- When formal documentation is not available, do not proceed with the agreement until necessary identity and guardianship are confirmed.

### **Authority to Sign an Agreement**

Before entering into an Extended Family Program Agreement, a Voluntary Care Agreement or a Special Needs Agreement, determine which parent should sign the agreement.

If an Indigenous community is a party to the agreement, prepare to gather the representative's signature on the agreement.

*Determine if there is a court order or agreement:*

- If the order or agreement was made under the former Family Relations Act, a parent who has custody or guardianship is a guardian under the Family Law Act and has parental responsibilities and parenting time. The guardian's parental responsibilities and parenting time are as described in the order or agreement;
- If a parent is a guardian and has the parental responsibility of day-to-day care, control and supervision, even for only part of the time, that parent should also sign the agreement along with the parent who exercises day-to-day care, control and supervision most of the time.

*If there is no court order or agreement:*

- If parent B is a guardian and exercises the parental responsibility of day-to-day care, control and supervision, even for only part of the time, s/he should also sign the agreement along with parent A who exercises day-to-day care, control and

supervision most of the time;

- If parent B is a guardian and is not exercising the parental responsibility of day-to-day care, control and supervision:
  - Discuss with parent A who has day-to-day care, control and supervision how s/he should consult with the parent B regarding the agreement; and
  - Explore with the parent A who has day-to-day care, control and supervision if s/he feels that parent B could jeopardize the voluntary agreement.

### **Developing the Agreement**

Discuss and review the terms of the agreement with those who have authority to enter into the agreement, to ensure as much as possible the person signing the agreement understands the terms and agrees to them.

- Draft the agreement according to the agreed upon services to be provided;
- Review the agreement with a supervisor for approval;
- If not approved by the supervisor:
  - Revise the agreement as required; or
  - Terminate the process in favour of a different course of action.

### **Demonstrated Capacity and Understanding**

- When presenting the agreement to an individual for the first time, review and explain the important aspects and terms of the agreement that include:
  - The responsibilities and implications involved with entering into the agreement;
  - Under certain circumstances, the collected information in the agreement may be subject to disclosure as per the CFCSA and/or the Freedom of Information and Protection of Privacy Act.
- Based on the explanation provided, ask the individual questions, the response to which will demonstrate understanding or not.
- Recommend that the individual seek advice from an independent third party before signing the agreement.
- If demonstrated capacity and understanding is in question, consult with a supervisor and consider other possible courses of action.

### **Signing the Agreement**

- Address any questions that the individual has about their responsibilities and any implications of entering into the agreement.

- If the individual agrees with the terms:
  - Present the agreement and any pertinent schedules/appendices to the individual for their signature.
  - Ensure the agreement is signed by a delegated representative of a CFCSA director as required in individual policies for the specific type of agreement being signed.
  - Provide copies to each signatory to the agreement.
- If the individual is not in agreement with the terms:
  - Revise the terms of the agreement to address concerns; or
  - Consult with the supervisor and consider other possible courses of action.

*Note: Revising an agreement could be very minor, in which case, a few words might be changed and initialled in the pertinent spots. Major changes will require re-printing, which may or may not require a re-scheduling for signatures.*

## **Youth Agreements**

For information on Youth Agreements, where “youth” are the individuals entering an agreement, refer to the [Standards for Youth Support Services and Agreements](#)

## Appendix B: Checklist

- Complete the following checklist to ensure all activities have been undertaken when preparing and entering into a VCA.
- Confirm whether an Indigenous law applies to the child/youth and whether there is an applicable Indigenous authority (using [Policy 1.1](#)). If an Indigenous law applies, inform the parent that voluntary services may be available from the applicable Indigenous authority and that information may be shared with the Indigenous authority before, and while, CFCSA services are provided.
- Explain and discuss the importance of permanency with the parents and ways of supporting them so that wherever possible, the child can remain safely with them.
- Complete a Voluntary Care Agreement (VCA) using Form CF0322.
- Provide and review with the parents, “Information to Parents about Contributing to Their Child’s Care” included as Appendix B of the reference guide [‘Parental Contribution to a Child’s Care’](#)
- Complete a Maintenance Agreement if the family’s income qualifies.
- If the Maintenance Agreement is to be waived or the financial contribution decreased, obtain approval from a Team Leader or Director of Operations or ICFS Agency equivalent depending upon the structure and practice of the SDA or ICFS Agency.
- Obtain supervisor’s or team leader’s approval and signature for the Maintenance Agreement.
- Complete a Consent to Disclosure of Information using Form CF0609 if required.
- Discuss with the parent the child’s or youth’s Indigenous community becoming a party to the VCA.
- If the parents do not consent to the Indigenous community becoming a party to the agreement, discuss with the parent why the director is obligated to involve the child’s Indigenous community to uphold the child’s

- rights under s. 70(1.1).
- Draw the parents' attention to the phrase in the SNA that states that the child's or youth's Indigenous community may be informed that this agreement has been made pursuant to terms of an agreement made with the child's or youth's Indigenous community under CFCSA section 92.1.
  - Speak with the child or youth prior to entering into an agreement to obtain and consider the child's or youth's views and explain the effect of an agreement.
  - Review with the child or youth their Section 70 rights. Provide the child or youth with a copy of the booklet Know Your Rights: A guide for young people in care.
  - Plan the agreement with the child or youth, parents and Indigenous community if intended to be a party, including establishing goals and identifying means to achieve those goals.
  - Confirm that the services offered in an agreement are available, including out-of-home placement.
  - Advise the parents of the option to seek independent legal advice before signing an agreement.
  - Confirm with the parents the number of days' notice required if the parents wish to terminate the agreement and the number of days' notice of termination they can expect from the Director.
  - Advise the parents that they are not eligible to receive the federal Canada Child Benefit or the provincial Family Bonus benefits for the child or youth from the first day of the month following the child or youth coming into care, and that the Federal government may require the parents to return any money received from those benefits after that date. Advise the parents to contact the Canada Revenue Agency with any questions.
  - Sign the VCA and have the parents and the Indigenous community if a party to the agreement sign the VCA.
  - Obtain supervisor's or team leader's approval and signature for the VCA.
  - Provide a copy of the VCA and Maintenance Agreement to the parents, and a copy of the VCA to the Indigenous community if a party to the agreement, and the caregiver.
  - Within 30 days of the child or youth's admission to care, develop an Interim Care Plan.

Family Support Services and Agreements

- Ensure the Interim Care Plan includes information about where the child or youth will be placed.



## Appendix C: Checklist

- Complete the following checklist to ensure all activities have been undertaken when preparing and entering into a Special Needs Agreement.
- Confirm whether an Indigenous law applies to the child/youth and whether there is an applicable Indigenous authority. If an Indigenous law applies, inform the parent that voluntary services may be available from the applicable Indigenous authority and that information may be shared with the Indigenous authority before, and while, CFCSA services are provided.
- Explain and discuss the importance of permanency with the parents and ways of supporting them so that wherever possible, the child can remain safely with them.
- Obtain a clinical assessment to determine if the child or youth has special needs.
- Conduct an assessment of the parents' ability to care for the child or youth with increased in-home supports and review the results with a supervisor or team leader before deciding whether to use an SNA.
- If child safety concerns exist, refer to a child protection worker.
- Discuss with the parent about the child's or youth's Indigenous community becoming a party to the SNA.
- If the parent does not consent to the Indigenous community becoming a party to the SNA, discuss with the parent why the director is obligated to involve the child's or youth's Indigenous community to uphold the child's or youth's rights under s. 70(1.1).
- Draw the parents' attention to the phrase in the SNA that states that the child's or youth's Indigenous community may be informed that this agreement has been made pursuant to terms of an agreement made with the child's or youth's Indigenous community under CFCSA section 92.1.
- Provide and review with the parents the information in the 'Letter to Parents' that outlines their responsibilities regarding a Special Needs Agreement.
- Obtain the 'Letter to Parents' signed by the parents

- Complete a Maintenance Agreement if the family's income qualifies and receive post-dated cheques for the parental contribution prior to the SNA being signed.
  
- Obtain team leader's approval for the Maintenance Agreement. If the Maintenance Agreement is to be waived or the financial contribution decreased, obtain approval from a Team Leader or Director of Operations or ICFS Agency equivalent depending upon the structure and practice of the SDA or ICFS Agency.
  
- Complete Form CF0609 Consent to Disclosure of Information if required.
  
- Speak with the child or youth prior to entering into an agreement to obtain and consider the child's or youth's view and explain the effect of a SNA.
  
- Determine if a community agreement made under CFCSA section 92.1 is applicable and conduct planning in accordance with the agreement.
  
- If the child or youth is Indigenous, contact the child's Indigenous community or Indigenous authority to determine how the community can support the child to learn about and practice the child's Indigenous traditions, customs and language and belong to their Indigenous community.
  
- Review with the child or youth their Section 70 rights. Provide the child or youth with a copy of the booklet Know Your Rights: A guide for young people in care.
  
- Plan the agreement with the child or youth, parents and Indigenous community if intended to be a party, including establishing goals and identifying means to achieve those goals.
  
- Confirm that the services offered in an agreement are available, including out-of-home placement.
  
- Confirm with the parents the number of days' notice required if the parents wish to terminate the agreement and the number of days' notice the parents can expect from the Director.
  - Advise the parents that they are not eligible to receive the federal Canada Child Benefit, the provincial Family Bonus for the child or youth, and the Child Disability Benefit from the first day of the month following the child or

youth coming into care, and that the Federal government may require the parents to return any money received for those benefits after that date. Advise the parents to contact the Canada Revenue Agency with any questions.

- Depending upon the structure and practice in the SNA or ICFS Agency, obtain the approval of a Team Leader or Director of Operations or ICFS Agency equivalent position for the SNA.
- Advise the parents of the option to seek independent legal advice before signing an agreement.
- Sign the SNA using Form CF0322 and have the parents and the Indigenous community if a party sign the SNA.
- Provide a copy of the SNA to the parents, and the Indigenous community if a party to the agreement.
- Within 30 days of the child's or youth's admission to care, develop an Interim Care Plan

## Appendix D: Letter to Parents

Dear Parent(s),

This letter is being provided to you because you have made inquiries about or are in the beginning stages of discussing with Ministry or Indigenous Child and Family Services Agency (ICFS Agency) staff the possibility of placing your child in care by “Special Needs Agreement” (SNA). This letter is to ensure that you as parents understand some key factors to help you make informed decisions as you dialogue with your social worker about the possibility of signing a Special Needs Agreement with the Ministry or an ICFS Agency.

- If your child is Indigenous, their Indigenous community can be a party to the Special Needs Agreement, with your consent
- If an Indigenous law applies to your child, voluntary services may also be available through the Indigenous authority that provides services under the Indigenous law, if there is one. To support coordinated service delivery, information may be shared with the applicable Indigenous authority before a Special Needs Agreement is entered into and while it is in place.
- A Special Needs Agreement is a mutually agreed upon time limited contract signed by the legal guardian(s) of a child with special needs and the Ministry when both parties agree that care for the child in the family home is no longer feasible, and all in-home supports have been exhausted.
- In some situations, parental factors, such as a health or mental health conditions may be a significant factor influencing adequate or appropriate care for your child with special needs, which may result in a Voluntary Care Agreement (VCA) to be the most appropriate avenue for out-of-home care for your child. If care for your special needs child is impacted by parental factors, your family may be referred to a Ministry or ICFS Agency child safety team for further assessment and possible consideration of a Voluntary Care Agreement.
- Section 97 of the *Child, Family and Community Service Act* states that the parent remains responsible to contribute to the maintenance of a child in care. Prior to signing an SNA or VCA, parents may sign a maintenance agreement with the Ministry or ICFS Agency which requires parents to pay a monthly fee that supports your child while in the care of the Ministry or a ICFS Agency. The amount of this monthly fee is based on the family income. The greater the family income, the higher the monthly fee. Your social worker will be able to provide you with the precise amount which will be based upon your income tax information which you need to provide a copy of.
- Throughout the term of the SNA, Ministry or ICFS Agency staff will continue to work with you as parents towards the goal for your child to return home to your care. It is important for parents to understand that an SNA is not intended to be a permanent plan for your child till age 19. A renewal of the SNA is possible only if both parties agree that no adequate in-home supports are available or possible to support you to care for your special needs child in your home.
- As the legal guardian of your child, you are expected to be actively involved in your child’s life

## Family Support Services and Agreements

while in care through frequent visiting with your child both in your home and in your child's home. You are also a significant member of the care team and are expected to actively engage in collaborative planning for your child with a team of care givers and support workers.

- The Ministry or ICFS Agency Resource Team is responsible to find appropriate caregivers for your child. The Resource Team considers foster parents in your local community or specialized contracted caregivers who are prequalified vendors for your local community. Where a local resource is not available, the Ministry may consider a resource outside your local community. Your input will be sought and considered, however the decision for who will care for your child is the Ministry's or ICFS Agency's to make.
- A Special Needs Agreement has a "termination notice" clause which allows for both the parent/guardian or the Ministry or ICFS Agency to give notice to cancel the agreement. Examples of why the Ministry or ICFS Agency might terminate an SNA include, but are not limited to:
  - Terms of the agreement are not followed by the parents,
  - The resource that is caring for the child has given notice to end their services and no adequate resource is available to care for the child,

The Ministry or ICFS Agency has assessed that you as the parent/guardian of the child can adequately care for the child in their home with or without supports