



Administrative Policies and Procedures: 14.9

Subject:	Child Protective Services Immediate Protection Agreements
Authority:	TCA 37-1-406, 37-5-105, 37-5-106
Standards:	COA: PA-CPS 5.05, 5.06, 6, 7.02
Application:	To All Department of Children's Services CPS Caseworkers, Team Leaders, Team Coordinators, and Legal Counsel Performing Tasks in Child Protective Services
Policy Statement:	
<p>If, in the course of conducting a child protective services investigation or assessment, a caseworker assesses a child to be at risk of imminent harm, he/she shall take actions necessary to ensure the safety of the child. The caseworker must first consider the feasibility and practicality of a temporary family-based Immediate Protection Agreement (IPA). Any IPA that involves a child leaving his/her residence, having a parent /caretaker or household member leave his/her residence, or in any way restricts contact between a child and parent/caretaker must have the prior approval of the team leader and a DCS attorney.</p>	
Purpose:	
<p>To ensure regular procedures for an IPA that specifically allows the parent or caretaker to retain legal custody of the child while agreeing to a course of action to guarantee the child's safety during a CPS investigation.</p>	
A. Assessing risk of harm	<p>The caseworker will consider every factor listed in the Structured Decision Making (SDM) Safety Assessment when assessing the risk of harm to a child. If the risks endanger the life, health or well being of a child, the caseworker will consult with his/her team leader to discuss safety options. Intervention may be necessary when one or more risk factors are assessed as follows:</p> <ol style="list-style-type: none"> 1. History of Abuse and Neglect Factors - There is evidence of past maltreatment that was life endangering or threatened the health and development of the child or any other child. There is a pattern of abuse or neglect suggesting parental/caretaker behaviors that have developed over time or escalated. 2. Child Factors - The child is vulnerable due to age, health, developmental level, problematic behaviors, or difficulty in the parent-child relationship. 3. Parent/Caretaker Factors – The behavior or conditions of the parent/caretaker(s) present a threat of harm to the child and there is no evidence of sufficient family strength to counter the behavior or condition. 4. Environmental Factors – There are significant problems in the home environment relating to child safety or isolation from family support systems.

	<p>5. Service Provision Factors – Parents have had the opportunity to participate in services to reduce risks but these services have made no appreciable change.</p>
<p>B. Definition of Immediate Protection Agreement (IPA)</p>	<p>1. An IPA is a course of action that parents/caretakers agree to follow to ensure the safety of the child. This agreement must be used when a parent/caretaker's access to the child will be limited. IPA's are not to be used in lieu of a Family Permanency Plan. IPA's may include, but are not limited to, options such as:</p> <ul style="list-style-type: none"> a) Having the child stay with relatives or friends; b) Suspending visitation with one of the parties when both parties agree; or c) Having the alleged perpetrator leave the home. <p>2. The temporary IPA must be a written document maintained in the child's case file with a signed copy to the parent(s) and any other person signing the document. Form CS-0701, Immediate Protection Agreement, will be used for this purpose and must contain the following:</p> <ul style="list-style-type: none"> a) State the allegations necessitating the IPA and identify the alleged perpetrator; b) Specify which parties will take which action to ensure the safety of the child; c) Specify the date through which the plan will be in effect or will be re-negotiated. This date will be superseded by any court order or dissolved at the conclusion of thirteen (13) business days (<i>i.e.</i>, three (3) days for initial agreement and ten (10) days if an extension is granted, <i>etc.</i>, refer to <i>Section C, 5</i>) if legal action has not been pursued. d) Date and signature of the parents/caretakers, all other parties involved, caseworker, and the team leader. <p>3. Document in the case recording that the plan was developed and signed by all parties involved.</p> <p>4. A Family Permanency Plan will be used for conveying strengths and needs with the child and family to ensure that safety, well being and permanency needs are addressed.</p>
<p>C. Authorization to make and implement an IPA</p>	<p>1. If a caseworker encounters a situation where emergency intervention is needed in order to ensure the safety of the child, he/she must immediately discuss this matter with the team leader.</p> <p>2. In situations outlined in <i>B., 1)</i>, where the family members are asked to make significant changes in their lifestyles or living arrangements, or where one member of the family should be restrained from contact with other family members, the caseworker and team leader will consult with legal counsel. In severe abuse cases, the RGC will be consulted. The purpose of this consultation is to consider petitioning the Juvenile Court for an order and to obtain approval from Legal Counsel to implement the IPA. This action conveys the seriousness of the situation, puts more strength in the protection</p>

	<p>agreement, and ensures parents receive due process. Consultation and decisions will be documented on the appropriate screens in TFACTS.</p> <p>3. Under no circumstances will a caseworker make and implement an IPA without conferring with a team leader and without the consultation and approval of a DCS Legal Counsel.</p> <p>4. A Child and Family Team Meeting (CFTM) or Family Services Team Meeting (FSTM) will be held prior to the implementation of an IPA, if possible, or within three (3) business days.</p> <p>5. A petition will be filed with the Juvenile Court within three (3) business days of the parent(s) signature on the IPA. If there is a reason to extend an IPA, the DCS RGC may authorize an extension for no more than ten (10) business days.</p>
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<p>D. Dissolving an IPA</p>	<p>1. The following may result in a dissolution of an IPA:</p> <ul style="list-style-type: none"> a) The threat of imminent harm is reduced or eliminated prior to filing the petition within three (3) business days and the team leader and DCS attorney have consulted on this matter. The parent/caretaker and any other relevant parties will be notified of the resolution of the agreement and be documented on the appropriate screens in TFACTS. b) If a petition is <u>not</u> filed within three (3) business days or an extension is not authorized by the DCS RGC, the IPA is dissolved. c) The Department requests the court to enter the terms of the IPA into a court order, which will be substituted for the IPA. This will be documented on the appropriate screens in the TFACTS. d) Children entering DCS custody. <p>2. Nothing in this policy will be construed as prohibiting the Department from dismissing a petition at any time, if appropriate.</p>
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<p>Forms:</p>	<p><u>CS-0701, Immediate Protection Agreement</u> Family Permanency Plan – (in TFACTS)</p>
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<p>Collateral documents:</p>	<p><i>None</i></p>
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