**VOLUNTARY YOUTH SERVICES AGREEMENT**

**TEMPLATE**

This is an agreement made on the \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_

**BETWEEN**

Name of Youth (hereafter “youth”)

Date of Birth: \_\_\_\_\_\_\_\_\_Day \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Month \_\_\_\_\_\_\_\_\_\_ Year

**AND**

Name of Children’s Aid Society, including Indigenous Societies (hereafter “society”)

for the provision of supports to be provided by the society to the youth for a period of time up to, but not exceeding twelve (12) months. The society and youth may renew the agreement providing the total term of the agreements does not exceed 24 months or continue beyond the youth’s 18th birthday.

The term of this agreement is beginning\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and ending \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, unless either party terminates this agreement prior to the end date.

The society and youth agree to the following terms:

1. **Voluntary Youth Services (VYS) Plan**

The youth and society worker will meet within 30 days of signing of the Voluntary Youth Services Agreement (VYSA) to complete the Voluntary Youth Services (VYS) Plan. The VYS Plan will include, at a minimum:

1. Consideration of the following:
	* Permanent relationships (e.g., an enduring relationship with at least one trusted adult)
	* Connection to communities, cultures, heritages and traditions
	* Health and well-being
	* Housing
	* Education and/or employment
	* Life management skills and personal development
	* Identity (e.g., race, ancestry, place of origin, colour, ethnic origin, citizenship, family diversity, disability, creed, sex, sexual orientation, gender identity and gender expression).
2. The financial and social supports that will be provided to and/or on behalf of the youth.
3. Roles and responsibilities, including any expectations of the youth (e.g., regular visits with a child protection worker) and commitments of the society (e.g., frequency of contact, supports to be provided).
4. Specific planning with respect to transitioning to adulthood and independence, including plans to build financial literacy and household management skills.
5. A reference to the youth’s eligibility for Continued Care and Support for Youth (CCSY) until their 21st birthday if the VYSA expires on the youth’s 18th birthday.

The youth and society worker will review the VYS Plan, in person, at least once every three months, and update the VYS Plan at least once every six months.

The continuation of the VYSA is not contingent on whether the youth meets their goals as stated in the VYS Plan.

1. **Provision of Supports**

The society will provide the youth with financial (e.g., allowance, rent, transportation) and/or other supports as set out in the youth’s VYS Plan and in accordance with requirements set out in Policy Directive CW 003-17.

A youth whose VYSA expires on their 18th birthday is eligible for the CCSY program.

1. **Obligation to Maintain Contact**

The youth will maintain contact with the society, and participate in required meetings regarding the youth’s VYS Plan as outlined in this agreement.

1. **Termination of Agreement**

The VYSA will remain in effect for the term stated above unless action is taken by either party to terminate the agreement.

Terminations of VYSAs will be directed by the following framework:

* 1. Where an agreement is being terminated by either the youth or the society, written notice must be given to the other party.
	2. Where an agreement is being terminated by the youth or the society, the society will provide notice of the termination to the Office of the Children’s Lawyer (OCL) in a form provided by the ministry. The youth will be advised that they may contact the OCL and the Office of the Provincial Advocate for Children and Youth (PACY) concerning the termination.
	3. An agreement may be terminated if the society determines that protection concerns are resolved, and terminating the agreement would not result in the youth being in need of protection.
	4. A society may terminate an agreement if the youth cannot be located, and all reasonable efforts have been made to locate the youth.
	5. When the society is initiating termination of the VYSA:
		1. The local director (or designate) must sign the termination notice;
		2. The notice will be provided to the youth (where possible) and the OCL. A notice period of a minimum of three months will be observed, and the notice period will begin at the point the notice is issued by the society. The youth will continue to receive service, including financial supports, during the notice period.
		3. If the youth cannot be located to serve the notice, efforts to locate and give notice to the youth will be documented.
		4. The youth will be advised of the option to seek protection services at any point until the youth’s 18th birthday and be informed of eligibility for CCSY up to 21 years of age where a VYSA expired on the 18th birthday.
		5. The society will make every effort to engage the youth in planning for appropriate supports following termination.
	6. When the youth is initiating termination of the VYSA:
1. The society will make all reasonable efforts to address the concerns of the youth so that the VYSA can continue, if the eligibility requirements are met.
2. The youth will be advised of the option to seek protection services at any point until their 18th birthday.
3. The society will make every effort to engage the youth in planning for appropriate supports following termination.
	1. If the youth has taken action to complain about a society notice to terminate its agreement with the youth, the youth will continue to receive service throughout the notice period and throughout the complaints process.
	2. Where an agreement has been terminated or not renewed, the society and youth may enter into a new agreement at any time until the youth’s 18th birthday, providing that the youth meets the eligibility requirements as set out in the *Child and Family Services Act* and in Policy Directive CW 003-17.
4. **Renewal of Agreement**

This agreement may be renewed, including if a youth or society has previously terminated an agreement or let a previous agreement expire, providing that the total term of the agreements does not exceed 24 months or continue beyond the youth’s 18th birthday, and the youth is determined to meet the eligibility criteria to enter a VYSA with a society.

1. **Information, Referrals and Notifications**

Prior to entering a VYSA with a youth, societies will:

1. Inform the youth about the voluntary nature and terms of the agreement. These will be explained in a manner that may be understood by the youth.
2. Give the youth an opportunity to consult with a lawyer, an advocate, and/or another trusted adult prior to signing the agreement, and/or to have a support person attend the meeting with the youth. The society will make all reasonable efforts to include these individuals in a planning meeting, where appropriate.
3. In the case of a First Nations youth, provide notification to a representative chosen by the youth’s band or native community that the society is preparing to enter an agreement with the youth.
4. Make a referral to the OCL in a form provided by the ministry. Under s.37.1(8) of the CFSA, the OCL may provide legal representation to the youth entering into a VYSA, if in the opinion of the OCL, such legal representation is appropriate.
5. **Complaint Processes and Conflict Resolution**

If the youth is unable to resolve an issue with the society worker, the youth may bring forward a complaint to the society as set out in the society’s complaints process.

Where the youth’s complaint relates to a society decision to terminate its agreement with the youth, the society will continue to provide the youth with the current level of financial and/or non-financial supports, for the duration of the notice period.

The society will provide youth with information regarding the options to resolve any issue related to the youth or VYS Plan, including access to Alternative Dispute Resolution. Societies will also inform the youth about the complaints procedure in a manner that may be understood by the youth, and provide the youth with written information about the complaints process at the following junctures:

1. Signing of a VYSA;
2. Development of the VYS Plan and reviews of the VYS Plan;
3. Placement changes;
4. Upon admission to care by court order or Temporary Care Agreement under s.29 of the CFSA; and
5. Upon request of the youth.

Complaints processes include:

* + - Contacting the society to bring forward a complaint to the society as set out in the society’s complaints process. All societies have a complaint review process. More information about this process can be found at: <http://www.ontario.ca/ccnv> and should be available on the society’s website.
* Contacting the Provincial Advocate for Children and Youth at 1-800-263-2841 or (416) 325-5669 or visit: http://provincialadvocate.on.ca
* Contacting the Child and Family Services Review Board. This independent body can review some complaints or society decisions. The board can be reached at 1-888-728-8823 or (416) 327-4673 or through its website: <http://www.cfsrb.ca/>
1. **Documentation and Information**

The society will provide the youth in a VYSA with the following documents, in hard copy and/or electronically, upon the signing by both parties:

* A copy of the VYSA
* A copy of the VYS Plan

Written information about:

* The Provincial Advocate for Children and Youth;
* The Office of the Children’s Lawyer; and
* The Complaints Process.

**The undersigned hereby agree to the terms outlined in this agreement:**

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(Signature of youth) (Date)

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(Signature of society worker) (Date)

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(Signature of local director or designate) (Date)

**Appendix A**

**VOLUNTARY YOUTH SERVICES AGREEMENT**

**CHECKLIST**

This checklist is to be signed by the worker and youth confirming the following:

* + - the youth has been informed and understands the voluntary nature and terms of the agreement;
		- the youth has been given an opportunity to consult with a lawyer, an advocate, and/or another trusted adult prior to signing the agreement, and/or to have a support person attend the meeting with the youth. The society has made all reasonable efforts to include these individuals in a planning meeting, where appropriate;
		- in the case of a First Nations youth, the society has provided notification to a representative chosen by the youth’s band or native community that the society is preparing to enter an agreement with the youth;
		- the society has made a referral to the OCL in a form provided by the ministry; and
		- the worker has provided the youth with the required written materials outlined in Documentation and Information section of the VYSA.

**The undersigned hereby confirm the outlined information in this checklist:**

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(Signature of youth) (Date)

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(Signature of society worker) (Date)