



Fostering Connections Voluntary Services and Support Agreement (VSSA)  
Between Older Youth and New Mexico Children, Youth and Families Department (CYFD)



**Instructions:**

The Fostering Connections Specialist reviews each section of this form with the young adult and explains each area in a developmentally appropriate manner to ensure understanding. If translation services are needed to ensure understanding, active effort is made to provide this accommodation. Once understanding is achieved, the young adult and the CYFD PS Director (or designee) signs. Signatures are an acknowledgement that all parties understand and will abide by the VSSA until such time as it is terminated.

This Fostering Connections Voluntary Services and Support Agreement (VSSA) is between CYFD and the eligible adult and details program eligibility requirements, general program requirements, and CYFD's responsibilities.

Please indicate if this is:  Initial Agreement OR  Re-entry Agreement

**SECTION I: ELIGIBLE ADULT ACKNOWLEDGEMENTS**

*This section describes ongoing Children's Court involvement while participating in the Fostering Connections program.*

I, (eligible adult's full legal name), have met with a Fostering Connections Specialist (FCS) to talk about voluntarily entering the Fostering Connections program. By signing this VSSA, I voluntarily request that CYFD reviews and approves responsibility for my placement and care in order to access services through the program.

- I believe this decision is in my best interest.
- I understand that this does not mean that I am in the legal custody of CYFD.
- I understand that this means my placement (housing) setting must be approved by CYFD according to NMSA 1978, Section 32A-26-2-4.

Under the Fostering Connections program, I understand that I am entitled to attorney representation. I can request that my previous attorney be appointed. If the attorney is not available, the court will appoint an attorney to represent me.

- Yes. I request the court appoint , my previous attorney, as my attorney for my Fostering Connections case.
- No. I do not consent to representation by my previous attorney. Please appoint a new attorney to represent me.

I agree to attend an initial court hearing so the court may consider approving this VSSA and my Transition Plan. I understand that hearings will be held every six (6) months regarding my Fostering Connections case to review progress being made towards achieving the goals outlined in my Transition Plan and to ensure that I am receiving the services and support I need to successfully transition to adulthood in a developmentally appropriate and identity affirming way.

- I understand I have the right to receive notice of these hearings.
- I understand I have the right to attend these hearings.
- I understand I have the right to submit my own reports and documents to the court regarding my case.

Please initial to signify understanding

**PROGRAM ELIGIBILITY: QUALIFYING ACTIVITIES + MINIMUM EXPECTATIONS**

*This section describes my qualifying eligible activity and minimum expectations while participating in the Fostering Connections Program.*

I understand the program requirements according to Fostering Connections program, NMSA

1978, Section 32A-26-3, and agree that:

- I will live in an approved living arrangement;
- I will meet face to face with a Fostering Connections Specialist at least once each month;
- I will actively participate in ongoing transition planning; AND
- I will participate in a qualifying activity (described below).

My qualifying activity for participation in the Fostering Connections program is *(must select at least one)*:

- Completing secondary education or a program leading to an equivalent credential
- Being enrolled in an institution that provides postsecondary or vocational education
- Participating in a program or activity designed to promote or eliminate barriers to employment
- Being employed for at least 80 hours per month
- Being unable to participate in any of the programs or activities listed above due to a medical or behavioral health condition that limits my participation.

**Ongoing engagement:** I agree to participate in the development of my Transition Plan as defined in NMSA 1978, Section 32A-26-2(G) with CYFD, attend all Fostering Connections reviews, and keep CYFD informed about how to contact me at all times.

**Authorization for Release of Financial, Medical, and Educational, Information:** I agree to provide documentation for verification of continued eligibility to CYFD relating to my financial, medical (including mental health), and vocational/educational information.

**Medical Insurance:** I agree to work with Fostering Connections staff and provide information needed for continued eligibility.

**Services:** I agree to follow through with my responsibilities as outlined in my Transition Plan, participate in identified services, be present at visits with my Fostering Connections Specialist and keep CYFD informed of my needs.

Please initial to signify understanding

#### TERMINATION OF THE AGREEMENT

I understand that this VSSA is voluntary and I may terminate it at any time. If I decide I no longer wish to participate in the Fostering Connections program, I agree to notify CYFD of my intent to terminate the VSSA.

I understand that CYFD will provide written notice informing me of:

- the potential negative effects resulting from termination;
- the option to re-enter the FC program before reaching age 21 if I meet the eligibility requirements at that time; and
- the procedures for re-entering.

I understand I have thirty (30) calendar days to change my mind about terminating this VSSA. After thirty (30) days, I will no longer be eligible for the Fostering Connections program until I voluntarily re-enter the program and sign a new VSSA.

I also understand that CYFD may initiate termination of this VSSA if I do not continue to meet the eligibility requirements or am not compliant with this VSSA. If that happens, I will be given written notice explaining the basis of termination. To avoid termination, I will have the opportunity to correct any eligibility or noncompliance issues with the support of my Fostering Connections Specialist. Furthermore, CYFD may not

terminate services under the Fostering Connections program without court approval after a discharge hearing. NMSA 1978, Section 32A-26-6 (E)

Please initial to signify understanding

## SECTION II: CYFD EXPECTATIONS + ACKNOWLEDGEMENTS

CYFD agrees to file a petition with the court requesting approval of this VSSA and your Transition Plan. CYFD also agrees to notify you of any court hearings and/or administrative reviews regarding this VSSA so that you can attend any such hearings and reviews.

**Eligibility:** CYFD agrees to provide and support you in securing a safe and stable placement or living situation and continued services to help you transition successfully to adulthood, as long as the requirements of the Fostering Connections program are met. If your case file, medical or educational records do not already contain documentation that establishes your qualifying activity for enrollment in the program, CYFD staff will help you in obtaining documentation from the appropriate authority.

**Planning:** CYFD agrees to partner with you to develop a Transition Plan that is designed to support you in all areas of your life. CYFD will review your plan with you regularly and assist you in removing barriers that may be preventing you from achieving your goals. CYFD will also ensure you have a copy of your most recent plan.

**Authorization for Release of Financial, Medical, and Educational, Information:** CYFD will maintain privacy of your information according to state and federal laws. CYFD will comply with the eligibility requirements to ensure that funding remains accessible to you, as long as the Fostering Connections requirements are met.

**Medical Insurance:** CYFD will ensure that you have medical and behavioral health coverage and assist you with accessing medical, dental, vision, and mental health care as needed.

**Services:** CYFD agrees to provide Fostering Connections maintenance payments, case management, at least monthly face-to-face visits, and other services as outlined in your Transition Plan. Maintenance payments are monthly financial assistance to help pay for housing, food, clothing and other expenses. CYFD will assist you in coordinating services with other administrations or agencies that offer benefits for which you are eligible.

**Termination of the Agreement:** CYFD agrees to provide you written notice if this VSSA will be terminated. The written notice will include information about the right to a fair hearing and how to appeal. Written notice will also include information about how you may be eligible to re-enter the FC program.

Please initial to signify understanding

## SECTION III: SIGNATURE OF AGREEMENT

Eligible Adult:

Date:

CYFD PS Director or Designee:

Date: