



SUBSTITUTE CARE AGREEMENT

State Form 47344 (R2 / 7-07) / CW 0015

Name of agency (Local DCS Office or Licensed Child Placing Agency)

This Substitute Care Agreement is entered into to demonstrate the commitment and partnership between the Department of Child Services and substitute caregivers to focus on the best interest of the child; promote the safety, permanency and well-being of all children in substitute care; and, recognizing that moving children can cause serious harm, seek and honor each placement as if it will be the last placement necessary.

I. MUTUAL GOALS

As parties of this agreement, we are committed to:

- (1) work together to provide for the care, custody, and rehabilitation needs of children removed from their families;
- (2) cooperate with each other in order to have the children and their families reunited;
- (3) jointly develop each child's care plan in conjunction with the child's treatment team;
- (4) consider any substitute care placement temporary in nature;
- (5) respect the rights of the child's parents or legal guardians;
- (6) maintain open communication with the best interest of the child and family in mind;
- (7) help prepare the child to adjust to the present separation and to assist the child in preparing for whatever permanent plan may be developed in the child's best interest;
- (8) participate in case-conferencing whenever there is a significant change in the case plan being considered, such as a change in placement, therapy, visitations, medical treatment, educational curriculum, permanency plan, or other issue mutually agreed upon;
- (9) recognize, respect, maintain, and strengthen a child's bonds to the significant people in the child's culture and religion.

II. INDIVIDUAL RESPONSIBILITIES

Substitute Caregiver Responsibilities

Substitute caregivers are to:

- (1) acknowledge receipt of a copy of the licensing rules of the Indiana Department of Child Services (DCS) and the written guidelines of the local DCS office or licensed child placing agency (LCPA) and comply with the written requirements as they apply to the role of the substitute caregiver.

refer all matters concerning the care and well-being of children in substitute care to the local DCS office or LCPA for a final decision.
- (2) acknowledge the explanation of the policies on discipline, matching, substitute caregiver role, visiting and the local DCS office's role and responsibility.

comply with all laws, rules and policies of DCS.
- (3) provide day-to-day care and supervision, such as shelter, nutritious food, clothing, and personal care.

provide appropriate nurturing, guidance and discipline according to the written guidelines of the local DCS office or LCPA.

see that a child's medical and health care needs are met and participate in and follow any professionally recommended treatment plan regarding those needs.

keep records regarding medical care given and observations related to a child's development and well-being in the Medical Passport.
- (4) utilize best efforts to contribute toward the implementation and achievement of the case plan.

attend court hearings, if possible.

maintain the confidentiality of any information made available to them.
- (5) permit visitation and other types of appropriate communication of children in their charge with the latter's parents or with those individuals that the local DCS office or LCPA may designate.

Local DCS Office or LCPA Responsibilities

The local DCS office or LCPA is to:

- (1) provide a copy of current licensing rules of DCS and written guidelines of the local DCS office or LCPA and ensure compliance with the written requirements as they apply to substitute care.

make final decisions in all matters concerning the care and well-being of children in substitute care within the legal framework of the agency's responsibilities.
- (2) provide each substitute caregiver with a copy of the Foster Parent Handbook.

provide an explanation of the agency's policies on discipline, matching, substitute caregiver role, visiting and the role and responsibility of the local DCS office.
- (3) explain and provide information on foster care per diem, clothing allowance, and necessary dental and medical care (including eye care), education, mental health services and family visitation.

provide written guidelines defining appropriate substitute care which establishes policy related to such aspects of substitute care as discipline and treatment of a child in substitute care.

help arrange for special medical or psychological services.
- (4) develop a case plan for each individual child in substitute care and share such plan, as well as other pertinent information, with the substitute caregivers to the extent that the substitute caregivers should be familiar with the case goals and specific needs of each child.

monitor and supervise the implementation of the case plan.

provide the substitute caregivers with a copy of the approved case plan.
- (5) provide proper notification of all family visits, activities, court hearings and plans for changes in placement.

arrange visitation and encourage communication between the children in substitute care and their parents or other individuals when the local DCS office or LCPA feels they should have contact with the children.

provide such notice as is proper to the substitute caregivers under the circumstances.

II. INDIVIDUAL RESPONSIBILITIES (continued)

Substitute Caregiver Responsibilities (continued)	Local DCS Office or LCPA Responsibilities (continued)
<p>Substitute caregivers are to:</p> <p>(6) notify the local DCS office or LCPA regarding any substantial and/or harmful changes to the child's well-being.</p> <p>(7) keep a written record documenting the child's care, development, well-being and general progress and provide a report to the child's family case manager and parent(s).</p> <p>keep the family case manager informed about the child and about the implementation of the case plan; i.e., progress of family visits; medical, dental and therapy visits; education, special education school conferences, etc.</p> <p>notify the local DCS office or LCPA promptly when there is an occurrence of any of the following: change of address; change in visitation plans; situations affecting ability to provide substitute care according to laws, policies, and rules; family vacation plans or removal of child from the county; change in number of individuals in the household; changes within the family affecting the well-being of the child; unauthorized attempts by anyone to contact or take custody of the child.</p> <p>provide ample notice of request for respite care or schedule changes.</p> <p>(8) see that school-age children observe compulsory school attendance laws of the state and provide children in substitute care with reasonable assistance and guidance regarding their overall learning and individual school achievements.</p> <p>NOTE: Attendance of a child at a private accredited school is to have the approval of the local DCS office as well as that of the biological parents. Financial responsibility is not to be assumed by the local DCS office, but rather by the biological parents or substitute caregivers requesting this type of school arrangement.</p> <p>(9) recognize, encourage and promote the child's religious beliefs, giving preference to the religion of each child in planning for the child's attendance at church.</p> <p>(10) consider the child's culture and ethnic heritage when planning and caring for the child and promote the maintenance of essential cultural connections.</p> <p>(11) give two (2) weeks notice, except if the court orders otherwise, to the local DCS office or LCPA after it is determined that the placement is not in the best interest of the child or an emergency situation exists.</p> <p>(12) acknowledge that the parties intend to establish an Independent Contractor / Principal relationship by this agreement. Nothing contained herein shall be construed, utilized, or interpreted as establishing an employer-employee relationship or principal-agent relationship between the substitute caregivers and the State of Indiana. This means that substitute caregivers are acknowledging that neither the placing agency nor the supervising agency will be liable for any negligent or intentional acts of the substitute caregivers which cause injury to any child placed under this agreement.</p>	<p>The local DCS office or LCPA is to:</p> <p>(6) monitor the placement, making face-to-face contact in the home at least once every 60 days with the child or at more frequent intervals if deemed necessary by the local DCS office or LCPA.</p> <p>secure the proper authorization for administering any non-emergency treatment to the child.</p> <p>consult with and assist the substitute caregivers in providing treatment or referring them to an appropriate service provider.</p> <p>(7) provide substitute caregivers with the names and phone numbers of appropriate DCS or LCPA staff and a copy of local DCS office or LCPA policies and procedures related to notification, including a plan for emergency "after hours" contact.</p> <p>(8) provide an allowance for educational needs including tuition, supplies, rental fees, and any approved fees for supplemental education. This may or may not be part of the per diem to the home. Local DCS office expenditures are limited to education in public accredited schools.</p> <p>(9) provide information regarding a child's religious preference.</p> <p>(10) provide information, education and training on cultural awareness and promote cultural and minority sensitivity.</p> <p>(11) give two (2) weeks notice, except if the court orders otherwise, to the substitute caregivers upon making the decision to remove a child from the residence unless such advance notice is inconsistent with the child's welfare, in which case the child may be removed from the home without hearing of such removal or notice thereof. In this regard, the substitute caregivers realize that they have no legally protected interests in the care and custody of children in substitute care as they would their own adoptive or biological children.</p> <p>(12) reasonably assist the substitute caregivers in securing and maintaining their license issued by the Indiana Department of Child Services.</p> <p>follow all laws, rules and policies of DCS as contained in the child welfare manual.</p>



SUBSTITUTE CARE AGREEMENT (Signature Page)

Part of State Form 47344 (R2 / 7-07) / CW 0015

Name of Local DCS Office or LCPA	Local DCS Office FH number	LCPA FH number
----------------------------------	----------------------------	----------------

In order to establish mutual goals regarding substitute care of children and to define our individual responsibilities in achieving the established goals, we, the undersigned, agree to follow the Substitute Care Agreement that we have received and acknowledge that this Agreement shall be reviewed annually.

Name of substitute caregiver (<i>typed or printed</i>)	Signature of substitute caregiver	Date signed (<i>month, day, year</i>)
Name of substitute caregiver (<i>typed or printed</i>)	Signature of substitute caregiver	Date signed (<i>month, day, year</i>)
Name of director or authorized representative	Signature of director or authorized representative	Date signed (<i>month, day, year</i>)

ANNUAL REVIEWS		
The Substitute Care Agreement was reviewed on this date: (<i>month, day, year</i>)		
Signature of substitute caregiver		
Signature of substitute caregiver		
Signature of director or authorized representative		
The Substitute Care Agreement was reviewed on this date: (<i>month, day, year</i>)		
Signature of substitute caregiver		
Signature of substitute caregiver		
Signature of director or authorized representative		
The Substitute Care Agreement was reviewed on this date: (<i>month, day, year</i>)		
Signature of substitute caregiver		
Signature of substitute caregiver		
Signature of director or authorized representative		
<p>The parties of this agreement acknowledge that their relationship shall be governed by the laws of the State of Indiana, the provisions of this agreement, as well as the subsequent oral directions of the Indiana Department of Child Services regarding the best interest of the children in care, providing that these subsequent directions are not inconsistent with the laws of the State nor terms of this agreement.</p> <p>The parties further realize that this agreement may be terminated by either party at any time. In the event the license of the substitute caregiver is revoked or expires without renewal, termination would be immediate. This agreement is subject to renewal each year.</p>		