

**STATE OF INDIANA
FAMILY AND SOCIAL SERVICES ADMINISTRATION
DIVISION OF FAMILY AND CHILDREN**

SUBSTITUTE CARE AGREEMENT

_____ County Office of Family and Children

Date: _____

Preamble:

This Substitute Care Agreement is entered into to demonstrate the commitment & partnership between The Division of Family & Children & foster parents with relative caregivers to focus on the best interest of the child and to promote the safety, permanency and well-being of all children in substitute care.

The Division of Family and Children, all-foster parents or approved relative caregivers agree to:

- **Respect confidentiality of the child which means no child specific information is to be discussed outside the parameters of normal case conferencing and training, with the child's mental health provider, and foster parent support sessions**
- **Work together to meet the specific needs of each child**
- **Promote collaborative decision-making in matters concerning the care and well-being of children**
- **Participate in the development of individual case plans with the child's treatment team that are in the best interest of the child and work cooperatively to meet the case plan goals**
- **Provide appropriate nurturing, guidance, discipline, care and treatment of each child**
- **Recognize, encourage, and promote the child's religious beliefs**
- **Promote the maintenance of essential cultural connection by considering and respecting a child's cultural and ethnic heritage when planning for the child's daily life and activities**
- **Recognize and respect the rights of the child's parents or legal guardians**

The Division of Family and Children or a Licensed Child Placing Agency has the following responsibilities to foster parents or approved relative caregivers:

- **Provide a copy of current licensing rules and regulations of the Division of Family and Children and a copy of the Foster Family Handbook**
- **Provide information on the Division's policies as they relate to children in care**
- **Provide information on foster care per diem, clothing allowance, dental and medical care, education and mental health services, and family visitation.**
- **Provide a current case plan for each child in care and updated case plans as they are developed**
- **Provide copies of all court orders regarding the children in care as received**
- **Provide proper notification of all family visits, activities, court hearings and changes of placement**

Provide the contact names and telephone numbers of the Division of Family and Children staff, including emergency "after hours" information

The foster parents or approved relative caregivers have the following responsibilities

to the Division of Family and Children:

- **To follow all the rules, regulations and policies of the Division of Family and Children**
- **Provide day-to-day care and supervision of the children in their home**
- **Maintain a written record of a child's medical care and document all observations as it relates to a child's development and well-being**
- **Ensure that all age appropriate children attend a public accredited school unless otherwise ordered by the court**
- **Provide a two week notice of the request to move a child unless an emergency situation exists**
- **Provide ample notice of changes in visitation or requests for vacation travel**
- **Comply with all statutes concerning child well-being and foster children**

Mutual Goals

of the DFC case manager and foster parent or approved relative caregiver

- **jointly develop each child's case plan in conjunction with the child's treatment team**
- **convene a case-conference whenever there is a significant change in the case plan being considered, such as a change in placement, therapy, visitations, medical treatment, educational curriculum or other issue mutually agreed upon.**
- **recognize, respect, maintain, and strengthen a child's bonds to the significant people in the child's culture and religion.**
- **recognize that moving children can cause serious harm; seek and honor each placement as if it will be the last placement necessary. If reunification is no longer the case plan, the foster parent and case manager agree to work together with the child's treatment team to develop and implement another permanency plan.**
- **respect the rights of the child's parents or legal guardians**

The DFC or LCPA case manager has the following responsibilities:

- **to provide the foster parent with a current Indiana Foster Family Handbook**
- **to provide the foster parent with county specific information such as foster care per diem, clothing allowance, dental and medical care, education and mental health services, and information about contacting the child's case manager.**
- **to disclose all available information about the child to the foster parents at the time of placement and as new information becomes available, including medical, emotional & behavior conditions, juvenile justice detentions and any ongoing psychiatric/psychological needs.**
- **to provide a copy of the case plan once it has been mutually developed with the foster parent and treatment team.**
- **to notify the foster parent in writing of all court hearings at least 10 days in advance and encourage their attendance.**

- **to follow all rules, regulations, and policies of the DFC as contained in the Indiana Child Welfare Manual.**

The foster parent or approved relative caregiver has the following responsibilities:

- **to provide appropriate day-to-day care, nurturing, guidance, discipline, and supervision of each foster child in their home**
- **to keep a written record documenting the child's care, development and well-being and provide a report to the court of the child's progress**
- **to keep the case manager informed about the child and about the implementation of the case plan (such as the progress of family visits, medical, dental, and therapy visits, education, special education school conferences, etc)**
- **to attend court hearings if possible**
- **to give the case manager ample notice of request for respite care, vacation travel, or schedule changes**
- **to follow all the rules, regulations, and policies of the DFC as contained in the Foster Family Handbook**

SEE ATTACHED SIGNATURE PAGE.

**SUBSTITUTE CARE AGREEMENT
(Signature Page)**

COFC Foster Home# _____
LCPA Foster Home # _____

(Name of Division/Agency)

In order to establish mutual goals regarding foster 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 Foster Parent (Typed or Printed)	Signature of Foster Parent	Date Signed
Name of Foster Parent (Typed or Printed)	Signature of Foster Parent	Date Signed
Name of Director or Authorized Representative (Typed or Printed)	Signature of Director or Authorized Representative	Date Signed

ANNUAL REVIEWS

The Substitute Care Agreement was reviewed on this date: _____

Signature of Director or Authorized Representative	Signature of Foster Parent	Date Signed
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The Substitute Care Agreement was reviewed on this date: _____

Signature of Director or Authorized Representative	Signature of Foster Parent	Date Signed
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The parties of this agreement acknowledge that their relationship shall be governed by the laws of the State of Indiana and the provisions of this agreement, as well as the subsequent oral directions of the COFC regarding the best interests of foster children providing that these subsequent directions are not inconsistent with the laws of the State nor terms of this agreement.

The parties further realize that this agreement may be terminated by either party at any time. In the event that the Foster Family Home license is revoked or expired without renewal, termination would be immediate. This agreement is subject to renewal each year.