

AGREEMENT BETWEEN THE
STATE OF LOUISIANA
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND

(PARENT(S))

(PROVIDER AGENCY, IF APPLICABLE)
FOR
FOSTER HOME CARE FOR CHILDREN

BRIEF SUMMARY OF SERVICES

Foster Parents are essential members of the foster care team, which includes the agency, the child and the biological parents, which works together for the best interest of the child. As such, foster parents are expected to maintain their home in accordance with licensing standards and to fulfill certain professional responsibilities to the agency including responsibilities for the care and development of any child placed in the home. The permanent plan developed in the Family Team Conference is the primary plan for the child. Permanency planning involves all members of the foster care team; however, DCFS has the final decision making authority for children in DCFS custody.

PROVISIONS

This agreement is to create a partnership for the provision of foster care services to children in DCFS custody and their families. During the performance of this agreement, the foster parent(s) and DCFS agree to the following terms and conditions.

RELATIONSHIP WITH THE AGENCY

I understand certification and recertification to care for children in my home is dependent upon maintaining conditions approved during the process of certification. I also understand any change of locations or conditions will necessitate an assessment of my approval. I, therefore, agree to immediately notify the assigned DCFS worker of any changes which will affect the living arrangements of children placed in my home.

I agree to:

- Fully participate in the home study for recertification and shall provide all required or requested information needed by the agency to verify that I continue to meet the minimum certification requirements;

- Allow DCFS staff access to any member of my household and into all rooms within my home during the recertification home study, and at other times when it is necessary in the process of working with a child in the custody of DCFS;
- Be responsible for providing or arranging transportation for the child(ren) to and from all medical or dental appointments, counseling sessions, recreational activities, school functions, and family visitations, as agreed to in the case plan;
- Receive payment for the care of the child(ren) only through the agency, or with the approval of the agency;
- Notify and request exception by the agency prior to allowing any person to establish residence in my home;
- Not apply to any other agency for foster home certification as long as I am certified through the DCFS or through another certifying agency;
- Not accept a child(ren) for adoption from another agency prior to the finalization of the adoption of an DCFS child(ren);
- Not to foster or adopt a child placed by another agency without written permission from DCFS; and
- Not to use my home as lodging for roomers, day care or other such business to be conducted in my home.

TRAINING AND DEVELOPMENT

I agree:

- As an applicant, to complete the pre-service training approved by the agency as one of the requirements for certification; and
- As a foster parent with or without a foster child(ren) in my home or an adoptive parent with a child placed in my home in an adoption that has not yet been finalized, to complete a minimum of 15 hours of agency approved in-service training annually. I understand that in two parent households the hours may be shared by the parents but that each adult must receive at least five hours and the total number of hours received must be 15. If I am designated by DCFS as a child specific home, I agree to participate in annual training requirements specified in the child's DCFS case plan.

PLANNING WITH THE AGENCY

I agree, for each child placed in my home, to:

- Participate and cooperate in the preparation, pre-placement and visiting plans;
- Work with the agency as a member of the treatment team responsible for planning, providing, monitoring and evaluating the total care and services provided;
- Work with the child(ren)'s DCFS worker(s) to develop and carry out the DCFS case plan and participate in the Family Team Conference and other conferences as deemed necessary;
- Treat any personal information about a child or the child's family in a confidential manner; and not to share any personal information with relatives, news reporters, television (media), social networks (i.e., facebook, twitter, etc.) or any other organization or person that is not an affiliate of DCFS.

- Advise the agency of my family's (inclusive of any foster child in my home) emergency (evacuation) plan during a catastrophic and/or crisis situation; and
- Assure that my family, inclusive of foster children placed in my home, will evacuate when Parish officials have declared a mandatory evacuation; as well as, assure the continued safety of the children in my care.
- Notify the agency and state or local law enforcement within one hour of discovery of the child's death or of learning of the location of the child's body.
- Notify the agency and state or local law enforcement that a child is missing within two hours of the expiration of the following time periods: if the child is 13 or under, the location of the child is unknown and there has been no contact nor verification of the location or safety of the child for a period of 12 hours; and if the child is over 13, the location of the child is unknown and there has been no contact nor verification of the location or safety of the child for a period of 24 hours.
- Notify the agency as soon as possible after the occurrence of any of the following:
 - a. A serious injury or illness involving medical treatment of the child;
 - b. Removal of the child from my home by any person or agency other than DCFS, or the attempt of such removal.
- Notify the agency as soon as possible but no later than 12 hours after the occurrence of any of the following:
 - a. Fire or other emergency requiring evacuation of the home;
 - b. Serious altercation involving the child;
 - c. Involvement of the child with the authorities (i.e. school, legal, etc.);
 - d. Other unusual circumstance involving the child or my family that affects the child or my role as a foster or adoptive parent.
- Obtain permission from the child's DCFS worker and/or the court of jurisdiction prior to out of state travel with the child for a period of twenty-four hours or more;
- Notify the agency, in advance when possible, of changes in my family experiences, which affect the life and circumstances of the family. (For example, serious changes in health, change of address or phone, financial condition, marriage, divorce, separation, death, legal problems, etc.);
- Sign the child specific placement agreement with the agency;
- Communicate effectively with other members of the foster care team and community resource staff (or providers) in order to meet the child's educational, medical, and mental health needs. I also agree to interpret the foster parent roles positively to my extended family and community;
- Not allow the child to live with another person, except when so authorized in writing by the agency; and
- Give the child an appropriate chance to adjust to my home before requesting his removal. In the event the child's removal is requested, I agree to give the agency ten days or as long as practical to allow the agency to make a planned move for the child.

WORKING WITH THE CHILD'S FAMILY

I agree to:

- Show respect for the child's own family and to work with the child's family members as written in the child's DCFS case plan;
- Participate in planning visits for the child and his/her parents and family members as indicated in the child's DCFS case plan. Should contacts occur other than those written in the child's DCFS case plan, I will inform the foster care worker within seven days; and
- Allow the child and his family members to communicate by mail and by telephone as written in the child's DCFS case plan and the Child Specific Placement Agreement.

MAINTAINING CHILDREN'S RECORDS

I agree to maintain a written and pictorial record (a Life Book) on each child placed in my home in accordance with the directions given to me by the agency.

I understand the Life Book is the property of the child and will follow the child when the child leaves my home.

DAILY LIVING WITH THE CHILD

I agree to:

- Provide reasonable structure and daily activities designed to promote the individual, social, intellectual, spiritual and emotional development of the child placed in my home;
- Encourage the child to develop skills and to perform tasks which will help the child become independent and learn to care for himself/herself;
- Cooperate with the agency to help the child maintain an awareness of his past, a record of the present, and a plan for the future;
- Use only an approved child care plan. A babysitter must be at least 15 years of age. If the child is left overnight, the babysitter must be at least 21 years old. Any babysitting arrangements longer than 24 hours in duration must have the approval of the DCFS worker. No child in foster care shall be left overnight without adult supervision;
- Ask a child placed in my home to do only work (tasks/chores) that are reasonable for his/her age and ability and are equal to those expected of my own children;
- Make every effort to teach good habits of money management, budgeting and shopping, as appropriate to the child's age and abilities; as well as teach good habits of personal hygiene and grooming appropriate to the child's sex, age and culture, through careful daily monitoring; and

- Give to the child on a weekly, biweekly or monthly basis the child's allowance, which is included in monthly foster care board rate, provided to me by the agency. These funds will be given to the child to use at his own discretion as written in the child's individual treatment plan and his developmental level.

FOOD AND NUTRITION

I agree to provide:

- At least three nutritionally balanced meals and two snacks daily;
- For special dietary needs of the child placed in my home as directed by a licensed physician or as written in the child's DCFS case plan; and
- Food that meets the diet requirements of the child's religion, if applicable.

CLOTHING AND PERSONAL BELONGINGS

I agree to:

- Spend the money in the clothing allowance on clothes for each foster child. The clothing allowance is included in the foster care monthly board rate;
- Provide each child in my home with his own clean, well fitting, attractive, seasonal clothing appropriate to the age, sex and individual needs of the child. The clothing is to be like the clothes of other household members and meet the community standards. Should the monthly allowance not be spent for that month, the funds shall be saved to meet the child's needs for seasonal clothing (winter coats, winter clothing, summer clothing, etc.);
- Include the child in the choosing of his/her own clothing whenever possible;
- Allow the child to bring, possess and acquire personal belongings subject only to reasonable household rules; and
- Provide each child with clean towels, washcloths, his/her own toothbrush, his/her own comb and brush, and other toiletry items as needed for the child's age and sex.

I understand that:

- A child's clothing shall be his own, not shared with others; and
- A child's clothing and personal belongings shall go with the child at the time he leaves my home; and
- Only shoes in good repair or condition shall be provided for the child.

DISCIPLINE AND CONTROL

I agree to:

- Train and discipline each child placed in my home with methods that stress praise and encouragement for good behaviors rather than punishment for bad behaviors; these methods build the child's positive self-esteem and self-concept;
- Set well defined rules which have expectations and limits of behavior appropriate to the child's age and level of understanding and to discuss the rules with the child;
- Not to subject the child to verbal abuse or derogatory remarks about himself and family members; and
- Not threaten the child with having him removed from my home.

PUNISHMENT

I agree to:

- Not use the following punishments or permit their use by others with the child:
 - a. Cruel, severe or humiliating action;
 - b. Corporal punishment (i.e. physical punishment inflicted in any manner upon the body);
 - c. Mechanical restraints;
 - d. Denial of food, shelter, clothing, implementation of the case plan or other basic services;
 - e. Denial of visits, telephone or mail contacts with family members, as written in the case plan;
 - f. Assignments of extremely physically strenuous exercise or work;
 - g. Isolation in a locked room or in any closet or other enclosed space; or
 - h. Isolation in an unlocked room for more than an hour.
- Not punish a child for bed wetting or other action currently beyond the child's control;
- Not delegate or permit punishment of a child by any other person; and
- Not withhold the child's allowance for any reason without authorization from the child's DCFS worker.

If separation from others is used as a behavior control measure, I agree to provide it in an unlocked, lighted, well ventilated room of at least 50 square feet and within hearing distance of an adult. The time limit shall be the child's age minus one minute for any child under twelve years of age and 60 minutes or less for any child twelve and over. For example, a five year old would be restricted for four minutes.

HEALTH CARE

I agree to:

- Immediately report to the child's worker or the responsible supervisor serious changes in the health of the child;
- Report to the child's worker or the responsible supervisor medical or dental care needed by the child;
- Cooperate with the agency in the medical and dental care planning for the child, as written in the DCFS case plan;
- Make and keep medical and dental appointments, for the child, as needed or required by the agency;
- Be responsible for keeping immunizations current for the child; and
- Obtain DCFS approval prior to obtaining medical services not covered by Medicaid unless a medical emergency requires immediate action and an DCFS worker cannot be reached. If the medical emergency requires an authorized signature, the foster parent is authorized to sign only if the DCFS worker or biological parent cannot be located or cannot get to the medical facility quickly enough. The foster parent shall sign the authorization for treatment indicating that DCFS is the legally responsible party.

For children age 10 and above, foster parents shall provide sex education including prevention of sexually transmitted diseases and birth control information or shall arrange provision of same from qualified teachers, counselors or family planning services in accordance with the child's DCFS case plan and level of understanding.

MEDICATION

I agree to:

- Only give prescription medication to the child with a doctor's prescription or authorization;
- Be responsible for making available medications ordered for the child, for storing those medications and medical supplies out of reach of the child, and for dispensing the medications in accordance with the prescription directions;
- Not change the dosage of the medication without doctor's orders;
- Notify the child's worker or responsible supervisor within one working day when psychotropic medications (medications to control behavior) are prescribed for the child;
- Exercise good judgment in providing non-prescription medications only when the child actually needs them and shall use non-prescription medications only in accordance with the directions on the label of medicine;
- Report to the child's worker or responsible supervisor frequent use of non-prescription medication;
- Make every effort to learn and to look for potential negative side effects of both prescription and non-prescription drugs and to immediately report negative side-effects to a physician and to the child's worker as soon as possible; and
- Maintain the child's medical history and immunization record and to provide the information to the foster care worker.

When requested to do so by the child's worker, I agree to:

- Keep a medication log for the child detailing all medications given, the date, time, name of the child and signature of the person administering the medication; and
- Keep a seizure log including the time of the seizure, description of the seizure and what may have caused or happened before the seizure.

RELIGIOUS AND ETHNIC HERITAGE

I agree to:

- Recognize, encourage and support the religious beliefs, ethnic heritage and language of the child and his/her family, as written in the child's DCFS case plan;
- Allow the child freedom to express his/her feelings about his/her family, past, current status and future;
- Arrange transportation to religious services or ethnic events for a child whose beliefs and practices are different from my own, as written in the child's DCFS case plan; and
- Not force or pressure the child to participate in religious activities or ethnic events against his/her will or different than his own religion and ethnicity.

EDUCATION, TRAINING, EMPLOYMENT AND RECREATION

I agree to:

- Enroll each school age child, during the school year, in school within two days of placement and to notify the child's worker if there are records or information on the child needed by the school;
- Cooperate with the agency and take part in the selection and arrangements for educational programs appropriate for the child's age, abilities and in accordance with the DCFS case plan;
- Participate in the educational planning for each child, including the Individual Educational Plan (IEP) meetings, act as the surrogate parent when applicable and work with the school regarding adjustment, grades, attendance and educational needs;
- Plan with the school personnel when there are problems with the child in school and to report to the agency any serious situation which may require agency involvement;
- Assist the child who is enrolled in a training program, sheltered employment program or employment in the community in meeting his/her commitments and responsibilities as written in the DCFS case plan;
- Provide opportunities for socialization and developmental activities which are appropriate to the age and abilities of the child;
- Provide opportunities for the child to experience age appropriate social activities, appropriate physical exercise and intellectual, spiritual and emotional growth; and
- Encourage children age 16 and over who want to work to seek employment, if it does not interfere with the child's academic performance. The earned monies will be the property of the foster child. Foster parent shall encourage child to place 20% of the net take home pay, minus employment expenses such as the cost of uniforms, into a separate savings account to which the child does not have access without a co-signature. The foster parent shall remind the child to report earnings to the foster care worker on a quarterly basis.

STANDARD PROVISIONS

This agreement is subject to and conditioned upon the availability and appropriation of Federal and/or State funds.

Payments for days of service will be made to the foster parent in the month following the service delivery.

DCFS reserves the right to recoup amount of overpayment made to the foster parent in error or as a result of inappropriate billing by the foster parent either for services not rendered or rendered to an ineligible child. In accordance with agency procedures, overpayments will be recouped within 60 days in the entire amount to overpaid unless

the foster parent contacts DCFS and makes arrangements for the repayment to be paid in installments not to exceed twelve months.

Foster parents may receive separate reimbursement over and above the rate for child specific expenses defined in the Foster Care Policy manual with appropriate DCFS approval. These reimbursable expenses include qualifying activities, educational and incidentals. Proper receipts must be presented upon billing. The foster parent requests reimbursement by submitting an DCFS Child Welfare (CW) Form 435, Foster Parent's Supplementary Expenditure Affidavit, each month. Receipts must show the items purchased, date, amount and should be signed by the seller or otherwise have the name of the vendor printed on the receipt. Separate receipts are needed for each child. The DCFS worker reviews the DCFS CW Form 435 and receipts. Receipts submitted three months past the date of purchase will not be honored.

Foster parents, as mandated reporters, shall report any instances of suspected abuse and/or neglect immediately to the local DCFS Child Protection Unit, in accordance with Article 609 of the Louisiana Children's Code, and to the DCFS foster care worker. Foster parents shall cooperate in any ensuing child protection investigation.

INDEMNIFICATION CLAUSE

The State agrees to defend and indemnify a foster parent(s) against any claim, demand, suit, complaint, or petition seeking damages filed in any court over alleged negligence or other act by the foster parent(s), including any demand under any federal statute, when the act that forms the basis of the cause of action took place while the individual was engaged in the performance of the duties of a foster parent pursuant to an agreement with the Department of Children and Family Services and the Department of Children and Family Services has determined, after an investigation, that the foster parent(s) is free from criminal conduct and that the act that forms the basis of the cause of action was not done intentionally or with gross negligence.

This defense and indemnification clause does not apply to personal injury or property damage to the foster parent or any household member of the foster parent's home, nor to the home itself.

The foster parent agrees to cooperate fully with the State of Louisiana and Department of Children and Family Services in regard to any claim or potential claim. The foster parent(s) also agrees to notify the Department of Children and Family Services immediately upon the receipt or knowledge of any demand, suit or claim of any person. The foster parent(s) agrees not to make any statements concerning the facts surrounding the incident without the consent of the Department of Social Services.

The foster parent(s) agrees not to make any settlement agreement, payment, or arrangement of any kind concerning any claim or damage without written permission of the State of Louisiana, Department of Children and Family Services. The indemnification provisions of this agreement do not apply to any settlement agreement,

payment, or arrangement of any kind concerning any claim or damage and made without the written permission of the State of Louisiana, Department of Children and Family Services.

The agreement to defend and indemnify the foster parent shall not in any way impair, limit, or modify the rights and obligations of any insurer under any policy of insurance, or impair the right of the foster parent(s) to obtain private counsel on his own behalf at his own expense.

The Department of Children and Family Services shall be additionally obligated to indemnify a foster parent(s) for attorney fees and all costs so incurred if the Department of Children and Family Services previously determined not to assume the defense of a foster parent(s), and a court later finds the foster parent(s) was engaged in the performance of the duties of a foster parent and that the foster parent was free from criminal conduct or that the act that forms the basis of the cause of action was not done intentionally or with gross negligence. To be entitled to payment, any such demand must contain therein a certified copy of the final judgment reflecting the exoneration of the foster parent and an itemized accounting of the attorney fees and costs due. The attorney fees shall be payable at a rate no greater than one and one-fourth times the maximum rate authorized and paid by the Office of Risk Management for counsel to defend the state in damage claims.

RESPONSIBILITIES OF THE AGENCY

DCFS is responsible for:

- Developing the DCFS case plan and visitation plan for each child with input from the child, if age appropriate, the biological parents, foster parents and significant other persons or organizations involved in serving the child and his family; and
- Payment of previously approved medical services, which are not required in an emergency, that are not covered by Medicaid for the children in placement. Foster parents are to list DCFS as the legal and financial responsible party for medical services.

DCFS shall:

- Provide foster parents information from agency records concerning the child and the child's parents which is necessary for the foster parents to carry out their responsibilities to the agency and to provide for the care and development of the child; and
- Reimburse for authorized expenses in a timely and equitable manner.

DCFS will:

- Encourage the participation of the foster parent in the program of services to the child. In all instances possible, the foster parent will be encouraged to participate in the development and implementation of the treatment plan for the child;

- Ensure that the foster parent is notified timely of Family Team Conferences and court hearings;
- Observe confidentiality regarding information contained in the foster parent case record;
- Notify the foster parent of the results of evaluations and monitoring of the program of services; and
- Provide or identify in-service training opportunities and support services to increase foster parent skills and abilities to be successful.

DCFS may assist with special transportation needs of the foster child.

DCFS will pay the foster parent a regular daily board rate according to the following amounts:

For a child up to age two years:

\$313.77 – room and board

61.50 – diapers and formula

61.50 – clothing

9.72 – child's monthly allowance

15.37 – personal items

5.54 – gift allowance

\$467.40 = average monthly payment (\$15.58 per day)

For a child age two through five years:

\$314.76 – room and board

61.50 – clothing

9.93 – child's monthly allowance

15.38 – personal items

5.53 – gift allowance

\$407.10 = average monthly payment (\$13.57 per day)

For a child six years through age twelve years:

\$324.76 – room and board

73.80 – clothing

29.62 – child's monthly allowance

15.37 – personal items

5.54 – gift allowance

\$448.80 = average monthly payment (\$14.96 per day)

For a child age thirteen years of age or older:

\$351.31 – room and board

80.38 – clothing

46.70 – child's monthly allowance

16.33 – personal items

6.28 – gift allowance

\$501.00 = average monthly payment (\$16.70 per day)

Foster parents may care for children of foster children. If the infant of a foster child is in foster care custody, the regular foster care board rate shall be paid. The rate for non-DCFS custody children of foster children/mothers will be \$264.00 per month. For non-IV-E certified mothers, this rate is reduced by the amount of the Family Independence Temporary Assistance Program (FITAP, formerly AFDC) payment. The special board compensation is for the foster parent's use for the care of the foster child/mother and her child, and should not be given directly to the foster child/mother. As long as the infant/child remains in the mother's custody, the monthly payment shall remain \$264.00 (including FITAP payment amounts as described above). Pre-placement planning with the DCFS worker and foster child/mother should address services that may be required for the non-custody infant and how the foster parent(s) will specifically assist the foster child/mother in meeting those needs.

When in the opinion of the agency, a family foster home fails to meet agency requirements to the extent it poses a threat to the safety and welfare of the child in the home, the agency shall promptly remove any child in placement pending further action. Otherwise, a planned move shall be made for the child. DCFS will give the foster parent at least seven days notice before removing the child from the home unless this is impractical.

SIGNATURES OF AGREEMENT

I certify by my signature below that my Home Development/Provider Worker and I have discussed the preceding agency minimum requirements concerning the professional and child care responsibilities expected of a foster or adoptive parent and the agency, and if applicable, the responsibilities and requirements expected in the attached Supplement _____. I acknowledge that I have received a copy of the Foster Parent Bill of Rights and Foster Parent Handbook. I also agree to fulfill the expectations as a prepared and certified foster parent. I understand that failure to fulfill these responsibilities can result in corrective action and possible de-certification of my home. I understand a child specific placement agreement will be provided when a child is placed in my home.

Foster or Adoptive Mother

Date

Foster or Adoptive Father

Date

Home Development Worker

Date

Provider Representative

Date

Annual Signing Sheet for Foster/Adoptive Parent Recertification
for DCFS CW Form 427
(And if Applicable, Supplemental Sheet)

Recertification Date Period _____ Renewal Date _____

I certify by my signature below that my Home Development/Provider worker and I have discussed the DCFS CW Form 427 with Agency minimum requirements concerning the professional and child care responsibilities expected of a foster or adoptive parent and the agency, and if applicable, the responsibilities and requirements expected in the attached Supplement _____. I agree to fulfill the expectations as a prepared and certified foster parent. I understand that failure to fulfill these responsibilities can result in corrective action and possible de-certification of my home. I understand a child specific placement agreement will be provided when a child is placed in my home.

Foster or Adoptive Mother

Date

Foster or Adoptive Father

Date

Home Development Worker

Date

Provider Representative

Date

Recertification Date Period _____ Renewal Date _____

I certify by my signature below that my Home Development/Provider worker and I have discussed the DCFS CW Form 427 with Agency minimum requirements concerning the professional and child care responsibilities expected of a foster or adoptive parent and the agency, and if applicable, the responsibilities and requirements expected in the attached Supplement _____. I agree to fulfill the expectations as a prepared and certified foster parent. I understand that failure to fulfill these responsibilities can result in corrective action and possible de-certification of my home. I understand a child specific placement agreement will be provided when a child is placed in my home.

Foster or Adoptive Mother

Date

Foster or Adoptive Father

Date

Home Development Worker

Date

Provider Representative

Date