

Foster's Home for Children

PLACEMENT AGREEMENT

Between

SHERWOOD AND MYRTIE FOSTER'S HOME FOR CHILDREN
P. O. Box 978
1779 N. Graham St.
Stephenville, Texas 76401

and

(Parent/Managing Conservator)

(Address & Phone)

I, _____, am the _____ of the
(relationship to child)
following child or children (hereinafter called "child" whether one or more): _____

_____, _____, _____

I am placing my child in Sherwood and Myrtie Foster's Home for Children (hereinafter called
"Foster's Home") for the following reason(s): _____

I anticipate the length of time my child will be in the care of Foster's Home to be _____.

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I. GENERAL PROVISIONS

I acknowledge:

1. That the placement of my child into the care and control of Foster's Home is in the best interest of my child;
2. That my child will be placed directly into a Home that has been licensed by Foster's Home through the Texas Department of Human Services and will be supervised by the Foster's Home staff; and
3. That I have received a copy of the Admissions/Program Guidelines for care at Foster's Home.

I agree:

1. To abide by all of the provisions of the Plan of Service, an inseparable part of this agreement, which is attached hereto and incorporated herein by reference for all purposes;
2. To encourage and emotionally support my child, to abide by the Plan of Service, cooperate with staff, and conform to the rules and regulations of Foster's Home;
3. To give written notice to every person(s) granted visitation rights with my child that he/she has been placed with Foster's Home and to give written proof of such notice to Foster's Home within three working days thereof;
4. To keep Foster's Home fully informed of any changes, which have occurred or may occur in the family composition or of circumstances, which may affect my child while in placement in Foster's Home program.
5. To refrain from communicating (except by mail and only through proper Foster's Home channels), contacting, or visiting with the Family Teachers of my child without the written/oral permission of the Foster's Home case manager assigned to my child;

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- 6. To pay \$_____ per month/day to Foster's Home as support for my child and as reimbursement toward the care that is provided by Foster's Home over and above any child support or other financial assistance assigned to or received by Foster's Home. Further, I acknowledge that my duty to support my child shall not be satisfied or discharged by financial support received by Foster's Home from other sources including, but not limited to, child support which has been assigned to Foster's Home by me.

(NOTE: Failure to support one's child in accordance with his ability is a ground for termination of the parent-child relationship under Chapter 161 of the Texas Family Code.); and

- 7. To abide by the following arrangements until such time as these arrangements are amended in writing by Foster's Home staff:

Visitation: As arranged through case manager.
 Mail: As arranged through case manager.
 Telephone: As arranged through case manager.
 Money/Gifts: As arranged through case manager.

Placing Party's initials: _____ Date: _____

For Private Placement Only

To maintain in full force, and not to cancel or allow to lapse, any insurance policies under which my child is currently covered and eligible for benefits, for the duration of his/her placement in any Foster's Home programs. I further agree to allow Foster's Home to file claims against these policies for reimbursement of expenses which are a direct result of any accident, illness, or injury in which my child is involved while in placement in any Foster's Home program and to receive funds paid by said insurance carrier(s) pursuant to such filings. I also agree to disburse immediately to Foster's Home all such funds received by me from the insurance carrier(s).

Parent's/Parents' initials: _____ Date: _____

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II. RIGHTS AND AUTHORITY OF FOSTER'S HOME

I hereby consent and agree that Foster's Home shall have the following rights and authority:

1. The authority to provide care, control and reasonable discipline for my child;
2. The authority to consent to all medical, psychiatric, psychological, surgical, and dental treatment, including HIV/AIDS (Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome) testing and/or other serum testing for blood borne pathogens, for my child and to execute medical and hospital authorization for such treatment;
3. By my signature hereto, I hereby give authority to Foster's Home to consent to medical treatment, including HIV/AIDS (Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome) testing and/or other serum testing for blood borne pathogens, for the foregoing child in the event that I cannot be contacted and to disclose the result of HIV/AIDS (Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome) testing and/or other serum testing for blood borne pathogens to Foster's Home staff and medical providers. The foregoing person(s) to whom I give such authority is/are related to the child as follows: Foster's Home staff, foster parents, and medical providers of my child.
4. The authority to represent my child in legal actions and to make any other decisions of substantial legal significance concerning my child;
5. The authority to receive financial support, including child support, for which my child may be eligible, and I hereby assign to Foster's Home all my rights to such support, including my right to instigate and pursue all legal action necessary to establish the right for and obtain such financial support;
6. The authority to provide moral and religious training for my child, and I hereby give my permission for my child to attend worship services and participate in all religious programs of Foster's Home;
7. The authority to control and consent to all matters concerning my child's care, including but not limited to special education, work, community activities, school activities, campus-life activities and any opportunities for travel in and out of the State of Texas;
8. The authority to use pictures and/or publish stories about my child's accomplishments in the Foster's Home newsletter or other news media and for fundraising purposes; and

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9. The authority to disclose and release any information relating to my child which Foster's Home or any of its agents or employees may determine reasonable, necessary or appropriate. The authority to disclose and release information shall be broadly construed and shall include, but not be limited to, the authority to release medical and dental information, educational records, privileged information, and all other personal and physical information that any agent or employee of the Foster's Home may elect. The authority to disclose may include disclosure of pictures, stories, community and school activities, campus and foster care activities and any other general information which might be of assistance to Foster's Home in recruiting and fundraising.



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III. TERMINATION OF THIS AGREEMENT

I agree:

1. That if I breach this contract in any way, Foster's Home has the right to terminate this contract by written notice of such termination, mailed to me at my last known address or delivered to me in person or to take whatever legal action necessary with regard to that breach. Upon the mailing or delivery of such notice of termination, Foster's Home shall be released from all future responsibility for my child, and I agree to assume full responsibility for and take immediate possession of my child;
2. That if my child refuses to conform to the rules and regulations of Foster's Home or refuses to cooperate with Foster's Home staff, Foster's Home has the right to terminate this contract by written notice of such termination mailed to me at my last known address or delivered to me in person. Upon the mailing or delivery of such notice of termination, Foster's Home shall be released from all future responsibility for my child, and I agree to assume full responsibility for and take immediate possession of my child;
3. That, unless otherwise specifically agreed above, I will not remove my child from his/her placement at Foster's Home until I have given at least two (2) weeks prior notification to Foster's Home staff; and
3. That if Foster's Home determines that it cannot adequately meet the needs of my child, Foster's Home staff has the right to terminate this contract by written notice of such termination, mailed to me at my last known address or delivered to me in person. Upon the mailing or delivery of such notice of termination, Foster's Home shall be released from all future responsibility for my child, and I agree to assume full responsibility for and take immediate possession of my child.

I do voluntarily execute this Placement Agreement on this date: _____

The undersigned agree that the Foster's Home has properly provided supervised care and personal management of the child being discharged and that the child is being discharged to the undersigned in good physical and mental condition considering the child's background and experiences. In consideration of the services rendered by Foster's Home, the undersigned agrees, upon written request, to immediately indemnify, save and hold harmless Foster's Home from any and all claims filed against Foster's Home by the child and/or the undersigned party relating directly or indirectly to the care of the child provided by the Foster's Home or any of its agents or employees.

Parent or Managing Conservator Signature

Date

Parent or Managing Conservator Signature

Date

Sherwood & Myrtie

Foster’s Home for Children

THE STATE OF TEXAS)(

COUNTY OF ERATH)(

BEFORE ME, the undersigned authority, a notary public in and for said County and State, on this day personally appeared _____, the child's parent or managing conservator, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this date: _____

Notary Public in and for the State of Texas

Foster's Home Staff Signature Date

VPCS Signature Date

Foster's Home is licensed by the Texas Department of Protective and Regulatory Services, P. O. Box 15995, Austin, TX 78761; 512-908-9598. Minimum Standards, Compliance Status Reports and Policies are available for review upon request. These policies include an appeals process regarding action and decisions which affect children, clients and/or foster parents. For further information regarding information, appeals or complaints, please talk to your caseworker.

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Use of Psychotropic Medications

I, _____ parent and/or legal guardian, do consent for the health care professionals who contracts with Foster's Home for Children to prescribe the use of psychotropic medications, if needed, to my child. Also, the prescribing health care professionals will provide the following information to the appropriate personnel child/parent home staff regarding the use of psychotropic medications.

- 1) The child's diagnosis;
- 2) The nature of the child's mental illness or condition;
- 3) An explanation of the purpose of the medication;
- 4) A description of the benefits expected;
- 5) A description of any accompanying discomforts and risks, including those which could result from long-term use of the medication, and possible side effects, including side effects that are known to frequently occur in persons, side effects to which the child may be predisposed, and the nature and possible occurrence of irreversible symptoms;
- 6) A statement of whether the medication is habituating in nature;
- 7) Alternative interventions to the use of psychotropic medication that have been attempted and that have been unsuccessful;
- 8) Other alternative treatments or procedures to the use of the psychotropic medication;
- 9) Risks and benefits of the alternative treatments or procedures;
- 10) Risks and benefits of not receiving or undergoing a treatment or procedure;
- 11) An explanation that the person legally authorized to give medical consent may ask questions about the child's response to the medication, and may review your daily records on request; and
- 13) An explanation that the person legally authorized to give medical consent may withdraw consent and request the medication be discontinued at any time.

Furthermore, I the parent and/or legal guardian do acknowledge that I have been provided the above information as set forth in Minimum Standards for General Residential Operations and Child Placing regarding the Use of Psychotropic Medication.

Date

Youth Signature

Parent/Legal Guardian Signature

FHC Case Manager Signature

Vice-President of Children's Service Signature