

**FOSTER CARE AGREEMENT: Code of Ethics and Mutual Responsibilities  
Local Departments of Social Services and Licensed Child Placing Agencies**

**Child's Name:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Date of Placement:** \_\_\_\_\_

*This Foster Care Agreement: Code of Ethics and Mutual Responsibilities (as required by Code of Virginia §§ 63.2-900 and 63.2-902) is not inclusive of all ethical standards or responsibilities, but rather a minimum set of expectations provided to guide the partnership between the professionals and the families serving children in the Virginia foster care system. It is understood that additional expectations for the care of the child will be outlined in other documents such as the foster care service plan, child specific addenda, financial agreements and/or other contractual documents.*

This agreement is entered into on behalf of \_\_\_\_\_ (child's name) and is an agreement between \_\_\_\_\_ [name of the local department of social services (LDSS) or licensed child placing agency (LCPA)] and \_\_\_\_\_ [foster parent's name(s)]. This agreement shall be signed by the LDSS/LCPA worker and the foster parent(s) on or before the date the child is placed in the home and remains in effect until the child leaves this foster home. In signing this agreement all parties accept their responsibility to interact with respect and fairness and to work towards developing and maintaining a positive working relationship on behalf of \_\_\_\_\_ (child's name).

The following principles are taken from the **Virginia Children's Services Practice Model** and are central to the service delivery partnership and relationships. We believe:

1. All children and youth deserve a safe environment.
2. In family, child, and youth-driven practice.
3. Children do best when raised in families.
4. All children and youth need and deserve a permanent family.
5. In partnering with others to support child and family success in a system that is family focused, child-centered, and community based.
6. How we do our work is as important as the work we do.

As permanency team members, we agree to abide by this Code of Ethics and Mutual Responsibilities agreement to the best of our ability.

**CODE OF ETHICS**

1. Provide a safe, secure and stable family environment that is nurturing and free from corporal punishment and abuse and neglect.
2. Model healthy family living.
3. Promote and support positive relationship development for the child.
4. Support progress toward achieving the permanency goal identified for the child.
5. Promote self-respect by providing positive guidance and activities that respect culture, ethnicity, and spiritual preferences and that are consistent with LDSS or LCPA policy.
6. Support the child in developing knowledge and skills to become a self-sufficient and responsible adult to the best of his capabilities.
7. Grow through skill development, role clarification, and participation in training.
8. Practice honest and respectful communication with a focus on the child's best interests and unique needs.

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**RESPONSIBILITIES**

**A. Mutual Responsibilities**

1. Work together to meet the needs of the child.
2. Share pertinent information with the parties to the agreement about the child's medical, mental health, behavioral, educational, family relations, placement, and general life experience history, including diagnoses and treatments to facilitate care of the child. Information will be shared upon receipt.
3. Ensure the confidentiality of all information provided to the parties and only share information received about the child and his parents and/or extended family with the parties to this agreement or other professionals including the child's guardian ad litem.
4. Support the child's relationship with his birth family, including siblings, and other significant adults, as outlined in the applicable service plan and other case records, and treat and speak of them with consideration and respect.
5. Support the child's participation in meetings, court hearings, and other discussions when the child has the ability to participate and participation would not jeopardize his safety, well-being, or care as determined by the child's service planning team.
6. Participate actively in permanency planning meetings and offer input into the service planning process regarding the child. Reasonable, advance notice will be given to all parties involved.
7. Approach familial issues with an attitude of support, problem solving, and guidance, especially with regard to foster care placements with relatives (kinship care).
8. Consider additional support services and assessments in an effort to reduce placement disruptions.
9. Make reasonable efforts to support each other in addressing issues of loss and separation when the child leaves a home.
10. Report immediately all suspected child abuse or neglect to the LCPA, LDSS or Child Abuse and Neglect Hotline (1-800-552-7096).

**B. LDSS or LCPA Responsibilities**

1. Share child abuse and neglect reporting policies with the foster parent. In the event that an allegation of abuse or neglect is made regarding a foster parent or member of their household, the LDSS or LCPA will follow established protocols ensuring the safety of the child.
2. Explain contingency funding that may be available from the LDSS should the child cause damage to property.
3. Ensure that a signed financial agreement is provided to the foster family and includes the date foster care payments will be made as well as the state approved maintenance rate structure.
4. Consider respectfully the foster parents' questions, concerns, and ideas and offer reasonable explanations if the parties disagree. Agree not to threaten, discriminate or retaliate when decisions and practices are questioned.
5. Provide the foster parents with all reasonably ascertainable background, medical, and psychological records of the child, including whether the child has been the subject of an investigation as the perpetrator of sexual abuse.
6. Support the foster parent in exercising the Reasonable and Prudent Parent Standard in accordance with The Preventing Sex Trafficking and Strengthening Families Act, in decisions regarding the child's participation in age-appropriate activities as required in subsection D of § 63.2-904 of the Code of

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Virginia and with VDSS regulations.

7. Provide the foster parent with sufficient information about the child to enable them to make day to day decisions regarding the youth's participation in age-appropriate extracurricular, enrichment, cultural, and social activities.
8. Ensure that the child in foster care is provided with the same opportunities regarding extracurricular, enrichment, cultural and social activities as their peers who are not in foster care. The LDSS shall not hold a foster parent liable for harm caused to a child while participating in age-appropriate activities provided that the foster parent's decision to allow participation was consistent with the Reasonable and Prudent Parent standard in accordance with federal law and VDSS regulations and that the harm was directly related to the child's participation in such activities.

**C. Foster Parent Responsibilities**

1. Allow access at all times to the child and to the home by the authorized LDSS or LCPA representative. The head of the home will release custody of the child to the authorized representatives of the LDSS or LCPA whenever, in the opinion of the LDSS or LCPA or the DSS Commissioner, it is in the best interest of the child.
2. Support agency contact and home visits with the child with the expectation that the LDSS or LCPA will accommodate the foster parents' schedules to the degree possible.
3. Inform LDSS or LCPA of changes regarding the foster family household since the time of foster home approval (such as family membership, plans to change residence, legal issues/convictions, changes in health status, or employment).
4. Discuss openly the foster family relationships and interactions that may impact the child's safety, wellbeing, ability to progress towards permanency, and placement stability.
5. Use age appropriate behavior management techniques and **never** use corporal punishment
6. Agree to exercise the Reasonable and Prudent standards when making decisions about the child's participation in age-appropriate extracurricular, enrichment, cultural, and social activities, in accordance with federal law, subsection D of § 63.2-904 of the Code of Virginia, and VDSS regulations.

**Contact Information for Foster Parent Assistance**

For questions or concerns, the foster parents may contact the following:

1. Contact \_\_\_\_\_ (name and title) at \_\_\_\_\_ (phone number) for general questions about foster care services, agency policy or areas of concern.
2. If additional information or clarification is needed, contact the supervisor \_\_\_\_\_ (name) at \_\_\_\_\_ (phone number) and ask for a meeting.
3. If more help is needed, the foster parents may contact the LDSS or LCPA Director or designee \_\_\_\_\_ (name) at \_\_\_\_\_ (phone number).
4. If, in an emergency, you are unable to reach anyone because of voice mail or night and weekends, and it involves a matter that cannot wait:

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- A. Weekdays - Call \_\_\_\_\_ (phone number) and ask to speak to someone, immediately.
- B. Evenings and Weekends - Call \_\_\_\_\_ (phone number) and ask to speak to \_\_\_\_\_.

**The LDSS affirms that:**

All reasonably ascertainable background, medical, and psychological records of the child have been shared with the foster parent.

Information regarding any investigation where the youth was the subject of an investigation as the perpetrator of sexual abuse has been shared with the foster parent.

\_\_\_\_\_  
**LDSS Staff**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**LDSS Director or Designee**

\_\_\_\_\_  
**Date**

By signature, all parties acknowledge having read, understood and accepted the expectations outlined in this agreement. The LDSS or LCPA shall provide a copy of this agreement to the foster parents at the time a child is placed, at the time all required signatures are obtained and when an additional copy is requested.

\_\_\_\_\_  
**Foster Parent Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Foster Parent Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**LDSS or LCPA Staff**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**LDSS/LCPA Director or Designee**

\_\_\_\_\_  
**Date**