

**CHILDREN'S RESIDENTIAL FACILITIES AGREEMENT:
Code Of Ethics And Mutual Responsibilities**

Child's Name: _____

Date of Birth: _____

Date of Placement: _____

This Children's Residential Facilities 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 children's residential facility and the placing agencies 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 children's residential facility [CRF]) and _____ (name of the placing agency, either local department of social services [LDSS] or licensed child placing agency [LCPA]). This agreement shall be signed on or before the child is placed in the CRF and remains in effect until the child leaves the CRF. In signing this agreement, all parties accept their responsibility to interact with respect and fairness and to work toward developing and maintaining a positive working relationship.

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 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 environment that is nurturing, structured and free from corporal punishment, and from abuse and neglect.
2. Model healthy, normative and appropriate behaviors.
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 guidance and activities that respect culture, ethnicity, and spiritual preferences and that are consistent with the CRF's policy.
6. Support the child, as his capability, functioning, and CRF service plan allow, in his development of self-sufficiency and his acquisition of responsible behaviors.
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. Ensure the confidentiality of all information provided by following agency policy, state, and federal laws. Share information received about the child, his parents, and/or extended family with the parties to this agreement and, if applicable, the child's guardian ad litem and other professionals.
3. 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, treat and speak of them with consideration and respect. These relationships must be determined by the service planning team to be in the best interests of the child and will not jeopardize safety, well-being, or care as documented in the case record.
4. Support the child's participation in meetings, court hearings, and all 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.
5. Participate in meetings related to permanency planning. Reasonable, advance notice will be given to all parties involved.
6. Consider additional support services and assessments in an effort to maintain this placement. Allow sufficient time for implementation of those services/assessments before terminating this placement if it is safe to do so. Discuss when and how to tell the child of concerns about placement change. The LDSS or LCPA may remove the child without notice if the child's well-being and safety are in jeopardy. If the CRF determines that the child's behaviors jeopardize the well-being and safety of the child or others, the CRF may discharge the child without notice.
7. Implement a working routine and urgent communication response system for relaying or discussing information pertaining to the child.
8. Report immediately all suspected child abuse or neglect to the LDSS of the county or city wherein the child resides or wherein the abuse or neglect is believed to have occurred or to the Child Abuse and Neglect Hotline (1-800-552-7096).
9. Provide youth in foster 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 caregiver liable for harm to a child while participating in such activities provided that the decision to allow participation was made using the Reasonable and Prudent Parent Standard, in accordance with federal law, subsection D of § 63.2-904 of the Code of Virginia, and VDSS regulations, and that the harm to the child was directly related to the child's participation in such activity.

B. LDSS or LCPA Responsibilities

1. Ensure that the signed financial agreement includes the date payments will be made.
2. Consider CRF's 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.
3. Provide the CRF 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.
4. Provide CRFs 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.

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C. CRF Responsibilities

1. Agree that authorized representatives of the LDSS or LCPA shall have access at all times to the child and the facility. The CRF will release custody of the child to the LDSS' or LCPA's authorized representatives whenever, in the opinion of the LDSS, LCPA or the DSS Commissioner, it is in the best interests of the child.
2. Agree to support agency contact and visits with the child with the expectation that the LDSS or LCPA will accommodate the schedule of the CRF, including the child's schedule, to the degree possible.
3. Agree to inform the LDSS or LCPA of substantive changes in behavior management and circumstances affecting the operation of the CRF, including changes made to the length and status of the license to operate.
4. Agree to discuss any information with the LDSS or LCPA that may impact the child's safety, well-being, ability to progress towards permanency, and placement stability. Information will be discussed in accordance and compliance with laws and regulations governing CRF's.
5. Agree that corporal punishment is prohibited and it will **never** be used by the CRF.
6. Agree, if the CRF is licensed by Department of Behavioral Health and Developmental Services* to abide by "Rules and Regulations to Assure the Rights of Individuals Receiving Services From Providers Licensed, Funded or Operated by the Department of Behavioral Health and Developmental Services."
7. Designate at least one official staff member on-site to be the caregiver who is authorized to apply the Reasonable and Prudent Parent standard in making day-to-day decisions regarding the youth's participation in age-appropriate extracurricular, enrichment, cultural, social activities, in accordance with federal law, subsection D of § 63.2-904 of the Code of Virginia, and VDSS regulations.

Routine Contact information

CRF Contact Name: _____ **Title:** _____

Phone Number: () _____ E-mail Address, if Available: _____

LDSS/LCPA: Contact Name: _____ **Title:** _____

Phone Number: () _____ E-mail Address, if Available: _____

Urgent Contact Information

CRF Phone Numbers:

A. Weekdays: () _____

B. Evenings and Weekends: () _____

C. Holidays: () _____

LDSS/LCPA Phone Numbers:

A. Weekdays: () _____

B. Evenings and Weekends: () _____

C. Holidays: () _____

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The LDSS affirms that:

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

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

LDSS Staff	Date	LDSS Director or Designee	Date
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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 CRF at the time the child is placed, at the time all required signatures are obtained and when an additional copy is requested.

LDSS or LCPA Staff	Date	CRF Chief Administrative Officer or Designee	Date
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LDSS/LCPA Director or Designee	Date
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***Note: Department of Mental Health, Mental Retardation and Substance Abuse Services name change effective July 1, 2009 to Department of Behavioral Health and Developmental Services (HB 2300 & SB 1117).**