

TEMPORARY CARE AGREEMENT & EDUCATIONAL POA
Between Homes of Compassion Parent(s) and Biological Parent(s)/Guardian(s)

Name of Minor Child(ren): _____

Child(ren)'s Date(s) of Birth: _____

Name of Parent(s)/Legal Guardian(s): _____

Date of Temporary Placement: _____

Name of Homes of Compassion Parent(s): _____

Date of Termination (if applicable): _____

- I/we hereby agree to temporarily place my/our child(ren) with Homes of Compassion Parent(s) above, or a substitute Homes of Compassion Parent(s). This hosting shall continue until the date of termination set forth above or may be terminated by Homes of Compassion or me/us at any time, either by providing written notice to BCH/Homes of Compassion or by picking up my/our child(ren) from the Homes of Compassion office or other designated meeting place and retaining custody of him/her/them. If I/we do not pick up my/our child(ren) or regain custody of him/her/them for any reason, then this agreement shall continue to allow Homes of Compassion to care for my child(ren) until a permanent plan can be executed. If mutually agreed upon, the care stay may also be extended. Subsequent care stays may be covered by this document, with additional dates included above.
- I/we am/are voluntarily participating in the BCH/Homes of Compassion. I/we understand that the Homes of Compassion Parent(s) will act *in loco parentis* (as parent(s) to my/our child(ren)) during the term of this temporary care. My/our child(ren) will live with the Homes of Compassion Parent(s) and any other child(ren) they may have and will be a part of their family during the term of this agreement.
- I/we authorize Homes of Compassion Care Family, Care Coach or other Homes of Compassion designee to enroll my child into school and to make any and all educational decisions on my behalf for my child. This includes but is not limited to IEP's, teacher conferences, seeking special developmental care or services.
- I/we hereby authorize the Homes of Compassion Parent(s) to administer prescription and non-prescription medications to my child as medically indicated and to contact a doctor for medical attention in the event of an emergency. It is understood that a conscientious effort will be made to locate me/us (or my/our designated contact) before any action will be taken, although I/we understand that medical care may be authorized and rendered even in my/our absence and without my/our permission, all as more fully set forth in the Indiana Power of Attorney for Health Care of a Minor Dependent executed herewith. I/we agree to take full responsibility for all medical costs incurred by or on behalf of my/our child(ren) and to reimburse the Homes of Compassion Parent(s) for any out-of-pocket costs they may incur in conjunction therewith.

BCH/Homes of Compassion
354 West Street Suite 1, Valparaiso, Indiana 46383 219-465-7777

- I/we hereby give the Homes of Compassion Parent(s) permission to discipline my/our child(ren) in a loving and consistent manner, utilizing individual talks, removal of privileges, or any other non-physical punishment appropriate for their/his/her developmental level. I/we understand that spanking or any other forms of physical punishment are not allowed at any time.
- I/we understand that I/we maintain legal custody of my/our child(ren) and that I/we can pick up my/our child(ren) up from Homes of Compassion using the following schedule:
Homes of Compassion staff contacted by person with custody (placing individual) or their designee on Monday, Tuesday, Wednesday, Thursday by 4:00 PM (CST) with a return request - then Homes of Compassion staff will work on a 24-hour return period unless statements below take precedence.

Homes of Compassion staff contacted by person with custody (placing individual) or their designee on Friday, Saturday, Sunday, or a Holiday by 4:00 PM (CST) with a return request - then Homes of Compassion staff will work on a 48 – 72 hour return period unless null and void statements below take precedence.

The above noted child(ren) return schedule is null and void if:

- 1) The person with custody (placing individual) or their designee receiving Homes of Compassion services has a current or new open case with the Indiana Department of Child Services. In that case, the child(ren's) return will be determined by the Indiana Department of Children's Services.
- 2) Return schedule could cause potential harm or danger to the Homes of Compassion staff, Care Family, person with custody (placing individual) or their designee or the child(ren) receiving Homes of Compassion care. Homes of Compassion staff will decide what circumstances are considered harmful or dangerous. In that case, Homes of Compassion staff will work with the placing parent (or their designee) Care Coach and Care Family to arrange a safe return of the child(ren's).

- I/we pledge to use this time as a valuable resource to pursue personal growth, resolution of the circumstances and any personal factors leading to this time of crisis, and the attainment of the goals I/we have set for providing a stable and healthy home for my/our child(ren). I agree to contact Homes of Compassion staff at least once weekly unless a different arrangement is agreed upon.
- I/we hereby give the Homes of Compassion Staff permission to discuss my case, release information, and coordinate case management services with other agencies involved with the care of my/our child(ren) and my/our personal goals when it will benefit the child(ren) or my/our progress.
- I understand that BCH/ Homes of Compassion and the Homes of Compassion Parent(s) cannot guarantee the safety of my/our child(ren), myself/ourselves, or anyone in my/our family. I/we agree to assume all risks associated with my/our child(ren) staying with the Homes of Compassion Parent(s) because I/we see the benefits of the Homes of Compassion program, and because I/we understand that BCH/ Homes of Compassion and the Homes of Compassion Parent(s) are offering this service to me out of a spirit of generosity and compassion.
- I/we agree, on behalf of myself/ourselves, my/our child(ren), and the rest of my/our family, that none of us will hold BCH/ Homes of Compassion, BCH/Homes of Compassion staff, BCH/Homes of Compassion volunteers, the Homes of Compassion Parent(s), their child(ren), or anyone else acting for them or on their behalf, including without limitation their parent(s) or other members of their

family, and any other person(s) providing temporary care to my/our and their children (together, the "Released Parties"), responsible for any injuries or losses of any kind that any of us, including without limitation my/our child(ren), may suffer or incur during the hosting or as a result of my/our family's participation or involvement in the Homes of Compassion program or the stay my/our child(ren) with the Homes of Compassion Parent(s) pursuant to this agreement. I/we hereby release and forever discharge the Released Parties from any and all claims, damages, injuries, actions or causes of action that may arise in connection with this agreement or the hosting of my/our children with the Homes of Compassion Parent(s) pursuant hereto.

- I/we acknowledge that I/we am not being charged any fee(s) for the services provided to me/us by Baptist Children's Home and the Homes of Compassion Parent(s). The consideration for the release of claims provided herein is BCH/ Homes of Compassion's willingness to provide support to me/us and my/our child(ren) and the Homes of Compassion Parent's willingness to accept the hosting of my/our child(ren) pursuant to this agreement.
- I/we, the parent(s)/legal guardian(s) of the above-named child, hereby appoint the educational POA designated above, as my/our attorney-in-fact (my/our "agent" to act on my/our behalf in any way I/we could act in person) to make any and all decisions for me/us concerning my/our child's education. My/our agent shall have the same access to educational/school records as I/we have, including the right to disclose the contents to others.
- I/we will allow for photos of the children to be taken by the Homes of Compassion hosting family, BCH/Homes of Compassion staff and/or volunteers, for the purpose of furthering the cause of Homes of Compassion. I understand that the children's names or details about our family or situation will not be released or publicized without additional optional consent.
- In the event that I am not able or available to receive my child(ren) I give permission for the child(ren) to be released to my designated contact:
- I hereby affirm that I am the custodial parent or guardian of the above-named child and that I have the right to place my child with Homes of Compassion Care Families.

Designated Contact Information:

Name: _____

Telephone number(s): _____

Address: _____

I/WE UNDERSTAND THIS IS A LEGAL DOCUMENT. I/WE AM/ARE FULLY INFORMED AS TO THE CONTENTS OF THIS DOCUMENT AND AM/ARE SIGNING THIS FORM VOLUNTARILY.

Notice: Parent(s)/legal guardians must sign below.

Signed _____ / _____
(Parent/Legal Guardian) (Date)

Signed _____ / _____
(Parent/Legal Guardian) (Date)

WITNESSED this _____ day of _____, ____.

Witness

(Printed Signature)

Copy of document provided to Parent(s)/Legal Guardian(s) and Homes of Compassion Care Family, with original placed into BCH/Homes of Compassion Parent file.

This agreement is valid for six months from the date signed.