

STATE OF INDIANA
COURT

IN THE MATTER OF:

(*child's name*); CAUSE#
DOB/(Age) ; Male Female; Race,
Mother: , Father:

CHILD(REN) ALLEGED TO BE IN NEED OF SERVICES

PROGRAM OF INFORMAL ADJUSTMENT

Written information regarding , child(ren), date of birth, , has/have been submitted to the undersigned Family Case Manager (FCM), who determined there is probable cause to believe that said child(ren) is/are child(ren) in need of services.

(*Select the applicable situation*)

A Child and Family Team was assembled on (date) for the benefit of the child(ren). The Team was able to develop plans for this Program of Informal Adjustment (hereinafter referred to as IA), based on the needs of the family and by building on the family and child(ren)'s inherent abilities and strengths.

OR

The undersigned FCM, in conjunction with the child(ren) and his/her parent(s), guardian(s), custodian(s) developed this Program of Informal Adjustment (hereinafter referred to as IA).

The IA will be undertaken for a period of not more than six (6) months. The IA is subject to the approval of a court of competent jurisdiction. The FCM may request extension of the program of informal adjustment for not more than an additional three (3) months.

The rights of any parent/guardian/custodian who is not an active party to this IA are not altered by this IA.

The Program of IA shall consist of:



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A. The following terms and provisions (check all that apply):

1. CONTACT THE CASEWORKER: will contact the Family Case Manager every week to allow the Family Case Manager to monitor compliance with this program of Informal Adjustment. The contact may be in person, by letter or by telephone.

2. NOTIFY THE CASEWORKER: will notify the Family Case Manager of any changes in my address, household composition, employment or telephone number within five (5) days of said change.

3. CASEWORKER VISITS: will allow the Family Case Manger or other service providers to make announced or unannounced visits to the home of the child(ren), including entrance to the home to ensure the safety of the child(ren).

4. ENROLLMENT: If a program or programs is/are recommended by the Family Case Manager or other service provider, will enroll in that program within thirty days and participate in the program as scheduled by that program without delay or missed appointments. If I am required to obtain an assessment, I will arrange to complete that assessment within 30 days.

5. KEEP ALL APPOINTMENTS: agrees that all appointments with any service provider, DCS, or CASA will be kept or good cause will be given to the service provider and the Family Case Manager for the missed appointment.

6. WRITTEN AUTHORIZATIONS TO RELEASE INFORMATION: will sign any releases necessary for the Family Case Manager to monitor compliance with the terms of this order.

7. REMAIN IN THE COUNTY: will ensure that the child(ren) is/are not removed from this County for a period of more than seventy-two (72) hours without the specific consent of the Family Case Manager.

8. SUITABLE HOUSING: will maintain suitable housing with adequate bedding, functional utilities, adequate supplies of food and food preparation facilities. I will keep the family residence in a manner that is structurally sound, sanitary, clean, free from clutter and safe for the child(ren).

9. SOURCE OF INCOME: will secure and maintain a legal and stable source of income, which may include public assistance, adequate to support all the household members, including the child(ren).



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- 10. PROTECTION PLAN:** will assist in the formulation and put in place a protection plan which protects the child(ren) from abuse or neglect from any person.
- 11. CARE FOR CHILD(REN):** will see that the child(ren) is/are properly clothed, fed and supervised. If they are of school age, will assure the child(ren) is/are properly registered/enrolled in and attending school or provide verification that the child(ren) is/are participating in an approved educational program. will fully cooperate with each child's school regarding any issues concerning the child(ren).
- 12. ESTABLISH PATERNITY:** will establish paternity on any of the child(ren) for whom legal paternity has not been established as of the date of this agreement, and shall seek and enforce a child support order for each child, and furnish proof thereof to the Family Case Manager.
- 13. PROHIBIT THE USE OF DRUGS/ALCOHOL:** will not use, consume, manufacture, trade, or sell any illegal controlled substances, and will only take prescription medications for which a valid and current prescription exists and then only in the doses and frequencies specified in the prescription. I will not permit the possession, use or consumption any illegal controlled substances or alcohol in the home or in the presence of the child(ren).
- 14. OBEY THE LAW:** will obey the law.
- 15. REIMBURSE:** shall reimburse to the Local Office of the Department of Child Services expenses for services to benefit the child(ren) in the amount of \$ per week beginning .
- 16. INTENSIVE FAMILY PRESERVATION:** will participate and successfully complete an Intensive Family Preservation program which has been recommended by the DCS Family Case Manager.
- 17. HOME BASED COUNSELING:** will ensure that will become engaged in a home-based counseling program referred by the Family Case Manager. All members of the family are to actively participate to the extent recommended by the provider and DCS. The family will demonstrate positive changes in their lives as a result of the counseling.
- 18. PARENTING ASSESSMENT:** will complete parenting assessment and successfully complete all recommendations developed as a result of the parenting assessment. Such recommendations may include, but are not limited to, Parenting Classes, Home-Based Counseling Services, or other Counseling Services.



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- 19. SUBSTANCE ABUSE ASSESSMENT:** will complete a substance abuse assessment and follow all treatment recommendations developed as a result of the substance abuse assessment.
- 20. RANDOM DRUG SCREENS:** must submit to random drug/alcohol screens within one hour of request. If positive results are found the individual will be responsible for costs associated with a screening. If negative results are indicated, DCS will be responsible for costs associated with a screening. Any request for drug screen that is not completed in a timely manner will result in a positive result indication.
- 21. PROBATION TERMS:** will follow all terms of probation currently ordered in Cause Number .
- 22. PSYCHOLOGICAL EVALUATION:** will complete a psychological evaluation(s) as referred and approved by the Local Office of the Indiana Department of Child Services and successfully complete any recommendations that result from the evaluation(s)..
- 23. PSYCHIATRIC:** will meet with medical/psychiatric personnel, as directed by the medical/psychiatric personnel and shall take all prescribed medications as prescribed.
- 24. PERSONAL MEDICAL/MENTAL NEEDS:** will meet all personal medical and mental health needs in a timely and complete manner. This includes, but is not limited to, following all directions of the nurses/doctors, attending all appointments, and taking medications in the appropriate doses at the prescribed times.
- 25. CHILD MEDICAL/MENTAL NEEDS:** will meet all the medical and mental health needs of the child(ren) in a timely and complete manner. This includes but is not limited to, following all directions of nurses/doctors, attending all appointments as scheduled and giving all medications prescribed for the above-named child(ren) in the prescribed doses at the prescribed times.
- 26. PARENTAL DIPLOMA/GED:** will obtain a high school diploma or GED.
- 27. DOMESTIC VIOLENCE:** will not commit any acts of domestic violence on anyone in the home of the child(ren), including the child(ren), and agree that if an instance of domestic violence occurs, will immediately report it to the Family Case Manager.



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28. DOMESTIC VIOLENCE ASSESSMENT: will actively participate in, cooperate with, and successfully complete any recommendations as a result of any or domestic violence assessments(s)/programs.

29. NO-CONTACT ORDER: will not permit to have any access to or communication with her and , will abide by the terms of any no-contact order and/or protective order, and will cooperate fully with any prosecution for noncompliance. will immediately report to the Family Case Manager any attempts by to have access to or communicate with .

30. UNSUPERVISED CONTACT WITH SIBLING: will not allow any unsupervised contact between and , unless granted permission by the Court.

31. STEP-PARENT DISCIPLINE: I am the step-parent to . will refrain from using any form of physical discipline on the step-children while subject to the Court's jurisdiction.

32. DISCIPLINARIAN: will see that is the only disciplinarian of the child(ren) and will not allow the use of physical discipline on the child(ren). will demonstrate the ability to appropriately parent and supervise the child(ren).

33. CAREGIVER APPROVAL: will see that any person(s) responsible for physical care/custody of the children is first approved by the Family Case Manager. These persons must abide by all of the terms of this Informal Adjustment, provide age appropriate supervision and care at all times, to include but not exclusive to any medical care prescribed by medical personnel.

34. Other, please specify:

B. (list participants) voluntarily consent(s) to the jurisdiction of the Court over this Program.

C. (list participants) waive(s) any right to a court hearing prior to incorporation of the terms of this IA by the Court as an Order of the Court.

D. If, prior to or during the implementation of this IA, one or more allegations of child abuse or neglect that also resulted in this IA are substantiated by DCS, the substantiation will be entered into the Child Protection Index. Any person found by DCS to be a person responsible for the child abuse and/or neglect will be/has been notified of the substantiation and the right to request administrative review and/or appeal of the DCS determination. Signature on this IA does not indicate an admission to the allegations(s) of child abuse



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and/or neglect nor does it act as a waiver of an individual's right to request administrative review and/or appeal of the substantiation.

E. During the IA, the child(ren) shall be under the supervision of _____ (*name and relationship to child(ren)*).

I have read the IA described in this document and I understand its terms and provisions. I consent and agree to participate in accordance with each term and provision in it. I agree to cooperate with the Family Case Manager to see that the above provisions are met, and to bring any questions or uncertainties about this agreement to the Family Case Manager's attention immediately. I understand that if I do not participate in the IA and comply with the terms of the IA, a Court may find me in contempt and/or the matter may be referred for other formal court proceedings.

CHILD: _____ (*name*) by: _____ Date: _____
Signature

Printed Name:

PARENT _____ Date: _____
Signature

Printed Name

PARENT _____ Date: _____
Signature

Printed Name:

OTHER: _____ Date: _____
Signature

Printed Name: _____, Relationship:

WITNESSED BY: _____
Signature

Printed Name

Date: _____



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THIS PROGRAM OF INFORMAL ADJUSTMENT IS APPROVED FOR FORM AND CONTENT.

(Select the applicable situation)

THIS/THESE CHILD(REN) IS/ARE AT IMMEDIATE RISK OF REMOVAL FROM THE HOME ENVIRONMENT AND ABSENT EFFECTIVE PREVENTATIVE SERVICES, THE DEPARTMENT WILL PETITION THE COURT TO PLACE THE CHILD(REN) IN FOSTER CARE.

OR

THIS/THESE CHILD(REN) IS/ARE NOT AT IMMEDIATE RISK OF REMOVAL FROM THE HOME ENVIRONMENT.

OR

THIS/THESE CHILD(REN) IS/ARE NO LONGER AT IMMEDIATE RISK OF REMOVAL FROM THE HOME ENVIRONMENT DUE TO THE SUCCESS OF PREVENTATIVE SERVICES.

Indiana Department of Child Services by:

DCS Family Case Manager: _____ Date: _____
Signature

Printed Name

DCS Supervisor: _____ Date: _____
Signature

Printed Name

APPROVED and ORDERED this _____ of _____, 20__

Signature

Judge, Court



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