Protective Custody Foster Care Agreement

Purpose: This adaptable agreement provides clear parameters around the requirements of fostering an animal in protective custody status. This allows the victim animal to be housed in the most humane way while not creating a vulnerability in the criminal case

**PROTECTIVE CUSTODY FOSTER CARE AGREEMENT**

|  |  |  |  |
| --- | --- | --- | --- |
| AGENCY NAME | CASE | DATE | COMPLETED BY |
|  |  |  |  |
| **PROTECTIVE CUSTODY FOSTER CARE INTRODUCTORY STATEMENT** |
| There are several unique aspects we must consider when placing animals in protective custody foster care. Please read and consider all these factors and your family’s ability to adhere to them before making the final commitment to bring one of these animals into your home. Please share this information with anyone who will be residing with your foster animal.THESE ANIMALS ARE EVIDENCE and are the responsibility of the agency in charge of the case. In an animal cruelty case, the evidence is alive. It must be fed, watered, walked (in some cases), and cleaned up after. It is, however, still highly confidential and must be kept safe. Therefore, in fostering animals held as evidence, these special and critical rules apply:* Information about your foster animal is confidential. That means you will not be allowed to post comments or photographs of him/her on Facebook, Twitter, Instagram, Craigslist, blogs or any other social media. You must not discuss information about the case, or your foster animal’s condition or progress with the media or any outside parties. The information posted by \_\_\_\_\_ or reported to the media is likely all you will learn about the investigation, but remember, even reports from the media may be inaccurate or speculative. This rule of confidentiality extends to your family, roommates, coworkers, and anyone who comes in contact with your foster animal.
* By agreeing to foster a protective custody animal you are a representative of \_\_\_\_\_ and therefore statements you make about the condition or progress of your foster animal could potentially be attributed to \_\_\_\_\_ and be used in court to damage the integrity of the investigation. If you feel that you or anyone in your family is unable to uphold strict confidentiality, you are ineligible to foster a protective custody animal.
* Protective Custody foster animals must be kept safe and in a secure place at all times.
* All veterinary care and treatments must be facilitated through \_\_\_\_\_. If the animal you are fostering is underweight or emaciated it is imperative that you follow a strict feeding plan that will be provided to you.
* With protective custody animals, the length of time an animal needs foster is often an unknown. While we will explore all avenues available to us to receive custody of the animals, they are sometimes held in evidence status for several months. Your commitment to these animals even for a short duration of time is extremely helpful.

Thank you for your generosity and desire to help these animals in their recovery. Thank you also for understanding the importance of the information above. |
| **ANIMAL INFORMATION** |
| NAME | UNIQUE IDENTIFIER |
| SPECIES | BREED | SEX |
| AGE |
| ☐ NEONATE (ORPHAN OR WITH MOTHER) | ☐ JUNIOR |
| ☐ ADULT | ☐ SENIOR |
| NOTE \_\_\_\_\_ |
|  |  |  |  |
| **ANIMAL INFORMATION** |
| NAME | CELLPHONE |
| ADDRESS | CITY, STATE, ZIP |
| ALTERNATE CONTACT NAME & PHONE | EMAIL ADDRESS |

|  |
| --- |
| **ANIMAL INFORMATION** |
| VETERINARY EMERGENCY |
| NAME | PHONE | EMAIL |
| GENERAL INQUIRIES |
| NAME | PHONE | EMAIL |
|  |
| **TERMS OF THE AGREEMENT** |
| 1. | I agree to foster the above described animals(s), ID(s) \_\_\_\_\_, \_\_\_\_\_ (*initial*) |
| 2. | I understand that this animal(s) does not belong to me and the pending court process will dictate the ultimate disposition of the animal(s). I understand this process could result in returning this animal(s) to the original owner. \_\_\_\_\_ (*initial*) |
| 3.s | I have been informed of any circumstances or diagnosis related to this animal(s) that are relevant to the care and documentation that I may be required to provide. \_\_\_\_\_ (*initial*) |
| 4. | I understand that I have been entrusted to ensure the safety of this animal(s). \_\_\_\_\_ (*initial*) |
| 5. | I understand that a \_\_\_\_\_ representative may visit my home for a home inspection before my foster application is approved. \_\_\_\_\_ (*initial*) |
| 6. | I understand that this animal(s) must not be surgically altered without express authorization. \_\_\_\_\_ (*initial*) |
| 7. | I understand that any medical concerns must be brought to the immediate attention of \_\_\_\_\_ and that all instructions are to be followed. \_\_\_\_\_ (*initial*) |
| 8. | I understand that this animal(s) should not be routinely taken to public places, animal shows, events, dog parks, day care, boarding facility, or anywhere that the identity of the animal(s) could be made known. \_\_\_\_\_ (*initial*) |
| 9. | I understand that the details of the investigation or any information about the case, including my observations of the animal(s)’s condition or behavior, must not be released to any individual. \_\_\_\_\_ (*initial*) |
| 10. | I understand that any and all paragraphs, recordings, or other media made or taken of the animal(s) may be evidence. I understand that I may not delete any forms of t media taken and agree to send all photos, recordings and other media of the animal(s) to \_\_\_\_\_ within 24 hours of taking the photos or making the recording. \_\_\_\_\_ (*initial*) |
| 11. | I understand that the animal(s) is lost or stolen I must notify \_\_\_\_\_ immediately. \_\_\_\_\_ (*initial*) |
| 12. | I understand that the animal(s) must reside only at the address provided in this agreement and I must report any changes in my location or contact information as they occur. \_\_\_\_\_ (*initial*) |
| 13. | I understand if this animal(s) is lost or stolen I must notify \_\_\_\_\_ immediately. \_\_\_\_\_ (*initial*) |
| 14. | I understand that I am prohibited from transferring care of this animal(s) to any location or interested party without express authorization of \_\_\_\_\_. If I can no longer keep or safely house this animal(s) I must immediately notify \_\_\_\_\_. \_\_\_\_\_ (*initial*) |
| 15. | I understand that I have temporary custody of this animal(s) as a custodial agent of \_\_\_\_\_ and must return the animal(s) upon request. \_\_\_\_\_ retains legal possession and control of the animal(s). \_\_\_\_\_ (*initial*) |
| 16. | I understand that I am not authorized to incur any expense or other obligation on behalf of \_\_\_\_\_ unless previously arranged, and I am solely responsible for any damage, injury, or harm resulting from my negligence or actions inconsistent with this agreement. \_\_\_\_\_ (*initial*) |
| NOTES |
| FOSTER CONTACT |
| PRINT: | SIGNATURE: | DATE: |
| WITNESS TO AGREEMENT |
| PRINT: | SIGNATURE: | DATE: |