

**FAMILY FOSTER HOME AGREEMENT**

This Agreement is between the Arizona Department of Economic Security (DES), Administration for Children, Youth and Families (ACYF), and the licensed Foster Parent(s) for Child Foster Care Services.

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 FOSTER PARENTS' NAME (*Last, First, M.I.*)
 

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 SSN OR FEI NO.
 

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 ADDRESS (*No., Street, City, State, ZIP*)
 

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 MAILING ADDRESS – IF DIFFERENT FROM ABOVE (*No., Street or P.O. Box, City, State, ZIP*)
 

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**1.0 The Arizona Department of Economic Security will:**

- 1.1 Share all relevant information about the child with the foster parents.
- 1.2 Provide the foster parents at the time of the child's placement, or within five (5) working days, the child's "Placement Packet" which includes written confidential information on health, education and social aspects of the placed child.
- 1.3 Provide comprehensive medical and dental care for the child.
- 1.4 Develop a case plan for the child with the involvement of foster parents.
- 1.5 Assess progress toward achievement of case plan goal, with participation of the foster parents.
- 1.6 Arrange or facilitate access to services to meet the child's needs.
- 1.7 Advise and assist the child to understand the nature of foster care.
- 1.8 Facilitate and assist in the maintenance of the child's constructive relationships with the child's family and important persons in the child's life, as approved by the DES or ordered by the Court.
- 1.9 Arrange for visitation with members of the child's family and important persons in the child's life as approved by the DES or ordered by the Court, and in cooperation with the foster parents.
- 1.10 Work with the foster parents toward meeting the special needs of each child.
- 1.11 Be available to provide assistance in emergencies with a child.
- 1.12 Pay the foster parents for the foster care services provided, at the foster care rate established by the DES, within thirty (30) days of receipt of the timely and accurately completed DES generated billing document (*CHILDS Billing Document*).
- 1.13 Inform foster parents of their right to disagree with the plan to move a foster child to another placement and the process to hold a Foster Home Transition case conference, unless the move is for one of the following reasons:
  1. Protection of the child from harm or risk of harm;
  2. Moving the child to a permanent placement;
  3. Reuniting the child with siblings;
  4. Moving the child to a kinship foster care placement;
  5. Placing the child in a less or more restrictive placement; or
  6. Moving the child to a placement in compliance with the Indian Child Welfare Act.

**2.0 The Foster Parents shall:**

- 2.1 Abide by the laws and rules as set forth in Family Foster Parent Licensing Requirements, Arizona Administrative Code, Title 6, Chapter 5, Article 58.
- 2.2 Provide the child with nurture, care, supervision and training according to the child's needs.
- 2.3 Provide the child with the daily necessities, such as food, clothing, personal care needs, and recreation.
- 2.4 Clothing Allowance: Facilitate acquisition, according to need; of age appropriate clothing, which shall go with the child upon removal from care. The Foster Parent shall:
  1. Use the clothing money (*monthly clothing, emergency and extra emergency clothing allowances*) provided by the DES only for the child. A completed, current copy of the FC-010, Basic Wardrobe Checklist is to be kept in the Placement Packet.
  2. Prepare and maintain accurate records of all clothing allowances for monitoring and/or audit purposes, using the Purchase Ledger, FC-126, and the receipt or sales slip or, at a minimum, a record including the child's name, date allowance received, date of expenditure and item purchased.
- 2.5 Personal Allowance: Give the child the personal allowance provided by the DES for the child's use for items, which are not included in the daily rate paid by the DES. For children ages 1 to 2 years of age, the personal allowance is for the purchase of diapers; for children from newborn to 12 months of age, the personal allowance is for the purchase of diapers and formula. The Foster Parent(s) shall:
  1. Distribute the personal allowance to the child not less than once per month. The personal allowance is to be paid directly to the child or deposited directly to the child's personal account. The personal allowance cannot be used as "payment" to the child for chores, or as a means of reward or punishment. If the child is not of age or developmentally appropriate to use the personal allowance on his/her own as agreed by the ACYF Case Manager, the Foster Parent may purchase items on behalf of the child.

2. Prepare and maintain accurate records of all personal allowance distributions for monitoring and/or audit purposes, using the Allowance Signoff Ledger, FC-128 or, at a minimum, a record including the child's name, date allowance received, date distributed, manner distributed, and child's signature upon receipt of the allowance by the child (*signature dependent upon child's age and developmental capability*).
  3. Prepare and maintain accurate records of each child's Auxiliary Payments and Special Allowance distributions for monitoring and/or audit purposes, using the Purchase Ledger, FC-126 and a receipt or sales slip, or at a minimum, a record of the child's name, date allowance received, date of expenditure, item(s) purchased, cost and receipt or sales slip or the child's signature upon receipt of the allowance by the child (*signature dependent upon child's age and developmental capability*).
  4. Not deduct sums from a child's allowance as restitution for damages caused by the child unless, the Foster Parent has discussed the restitution with the child and the ACYF Case Manager agrees with the plan; and the deduction is:
    1. Reasonable in amount;
    2. Consistent with the child's ability to pay; and
    3. Explained in the child's written Case Plan Tasks.
- 2.6 Arrange for the child to receive adequate medical and dental care according to the Early Periodic Screening Diagnosis and Treatment (EPSDT) schedule or, at minimum, the required annual medical and semi-annual dental examinations.
  - 2.7 Arrange and facilitate for the child to received an education based upon his or her ability.
  - 2.8 Provide the opportunity for the child to pursue his/her religious beliefs.
  - 2.9 Encourage and support the child's relationship with his/her family and important persons in his/her life, as approved by DES/ACYF child's Case Manager or as ordered by the Court.
  - 2.10 Participate as a member of the child's service team by working cooperatively with DES and other service providers in planning for the child's welfare and meeting the child's needs.
  - 2.11 Cooperate in visitation arrangements between the child and his/her family as well as with important persons in the child's life, as approved by the DES/ACYF child's Case Manager or as ordered by the Court.
  - 2.12 Accept educational opportunities recommended by the DES.
  - 2.13 Administer discipline as defined in Family Foster Parent Licensing Requirements, R6-5-5833 and the ACYF Discipline Policy. By signing this Agreement the parties are indicating that they have reviewed and understand the ACYF Discipline Policy, and agree to the defined discipline practices.
  - 2.14 Report to the DES/ACYF child's Case Manager, within two (2) hours after a foster child suffers any of the following:
    1. Death;
    2. Serious illness or injury requiring hospitalization or emergency room treatment;
    3. Any non-accidental injury or sign of maltreatment;
    4. Unexplained absence;
    5. Acute psychiatric episode;
    6. Fire or other emergency requiring evacuation of the foster home;
    7. Removal or attempts at removal of a foster child from the foster home by any person or agency other than DES/ACYF; and
    8. Any other unusual circumstance or incident which might seriously affect the health, safety, or the emotional or the physical well being of the child.
  - 2.15 Report to the DES/ACYF child's Case Manager, within forty-eight (48) hours of the occurrence, any of the following circumstances:
    1. Involvement of a foster child with law enforcement authorities;
    2. Serious illness or death involving a member of the foster family's household or a significant person;
    3. Change in the foster family or household composition; and
    4. Absence of one (1) foster parent from a two (2) parent household for more than seven (7) continuous days.
  - 2.16 Prepare the child for any new placement when a new placement is planned.
  - 2.17 Respect the child's right to privacy and confidentiality by declining to release information to others unless expressly prior approved by the DES.
  - 2.18 Secure approval from the DES/ACYF child's Case Manager prior to arranging or according to a prior approved plan:
    1. For child care, temporary supervision and babysitting needs;
    2. When the child will be out of the foster parent's care and supervision or the foster home for over forty-eight (48) hours;
    3. When the child is to be taken out of the State of Arizona.
  - 2.19 Comply with requirements of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all applicable implementing Federal regulations. The Foster Parent shall notify DES no later than one hundred and twenty (120) days prior to any required compliance date if the Foster Parent is unwilling to or anticipates that it will be unable to comply with any of the requirements of this paragraph. Receipt by DES of a notice of anticipated inability or unwillingness to comply as required by this paragraph constitute grounds for the termination of this contract.
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**3.0 Payment:**

- 3.1 Payment to the Foster Parents will be made in accordance with the State of Arizona, DES/ACYF Family Foster Home Care Rates and Fees Schedule as may be amended (Attachment 1). The Auxiliary Payments and Special Allowance paid to the Foster Parent for the specific child are included in Attachment 1. The Family Foster Home Care Rates and Allowance amounts may be modified by DES at any time during the term of this contract.
- 3.2 Payment is made on a Day basis. One (1) day is determined as follows:
1. If a child is in a foster home at 11:59 pm of any day, that is considered a full day.
  2. If the child stays for only part of one day, the day the child is placed is considered a full day.
  3. On the day the child leaves (*leaves prior to 11:59 pm*), no part of the day is counted and no payment for that day will be made.
- 3.3 Payment for a child who is not physically in the home will end the last full day the child was in the foster home (*Payment for the day the child left will not be made*). DES may authorize a “bed hold” payment for the following situations **if** the plan is for the child to return to the same foster home:
1. Payment may be authorized for up to seven (7) days if the child is on runaway status.
  2. Payment may be authorized for up to an maximum of fourteen (14) days if the child is:
    1. Placed in detention; or
    2. Hospitalized; or
    3. Is out of the placement for an extended period of time, including visits to the parent’s home.
  3. The decision to authorize the bed holds payment is at the sole discretion of DES/ACYF.
  4. Approval for the initial bed hold payment up to seven (7) days will be made by the ACYF Case Manager. Approval for over the seven (7) initial days, up to the maximum of fourteen (14) days will solely be made by the ACYF District Program Manager.
  5. The Foster Parent shall notify the ACYF Case Manager within twenty-four (24) hours of when the child left the facility (*excluding weekends and holidays*). If the Foster Parent does not notify DES within this time period, DES will not consider the bed hold payment.
  6. The bed hold approval by DES/ACYF will be verbal, with the written approval sent within five (5) business days.
- 3.4 In addition to the Family Foster Home Care Rates, in situations where the foster child is in need of regular treatment for chronic care which is provided outside of the area, the foster parents may be reimbursed for mileage and per Diem, at the State approved reimbursement rates under the following situations:
1. Travel must involve transportation of a foster child; and
  2. Mileage must be in excess of 35 miles one way, from the Foster Parent’s home in order to be considered for reimbursement; and
  3. The mileage reimbursement must be prior approved by the ACYF District Program Manager or designee.
- 3.5 The Foster Parent(s) shall submit the DES generated billing document (*CHILDS Billing Document*) within fifteen (15) days following the end of the month that services were provided. The billing document shall be timely and accurately completed, signed in INK by the Foster Parent, and submitted to the address specified on the CHILDS Billing Document. Rubber stamp signatures or signatures signed in pencil will not be accepted. Foster Parent(s) may submit a facsimile of the billing document to add children who were not included on the DES generated billing document.
- 3.6 Upon termination of the child’s placement, any children’s allowance money not spent, shall be returned to DES and shall be submitted to the DCYF, Payment Processing Unit, 1789 W. Jefferson, 944C, Phoenix, Arizona 85007. The payment shall be by check, which is made payable to the Arizona Department of Economic Security and shall include the child’s name and unused allowance amount by the allowance category.

**4.0 Payment Recoupment**

- 4.1 The Foster Parent shall reimburse DES upon demand or DES may deduct from future payments any amounts received by the Foster Parent from the DES for foster care services or allowances which have been inaccurately reported or are found to be unsubstantiated.

**5.0 Cancellation for Conflict of Interest**

- 5.1 As provided in A.R.S. § 38-511, this Agreement is subject to cancellation for conflict of interest.

**6.0 Funding Availability**

- 6.1 This Agreement is subject to funding availability. Both party’s obligation for performance of this Agreement beyond the current fiscal year is contingent upon the availability of funds from which payment for Agreement purposes can be made. No legal liability on the part of either party for any payment or future obligation may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this Agreement.

**7.0 Records to be Maintained**

- 7.1 In accordance with A.R.S. § 35-214, the Foster Parents shall retain for inspection and audit by the State, all books, accounts, reports, files and other records relating to the performance of this Agreement for a period of five (5) years after its completion.
- 7.2 Upon request by DES, a legible copy of all such records shall be produced at the administrative office of the requesting party or at the Office of the State Auditor. The original of all such records shall also be available and produced for inspection and audit when requested by the State Auditor or the requesting party to verify the authenticity of copy.
- 7.3 Records include but are not limited to:
  - 1. CHILDS billing document;
  - 2. Warrant stubs.

**8.0 Termination**

- 8.1 This Agreement may immediately be terminated if DES determines that the health or welfare or safety of the foster child(ren) is/are endangered.
- 8.2 This Agreement will terminate the date specified in Section 9, or the date the license expires or is terminated, whichever occurs first.

**9.0 Term of Agreement**

- 9.1 The effective date of this Agreement is \_\_\_\_\_, the date when the license is issued and shall terminate on \_\_\_\_\_.

**10.0 Signatures**

Foster Parents:

For and on behalf of the  
Department of Economic Security  
Division of Children, Youth & Families:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

Kay H. Woods  
\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Signature Date

Manager, DCYF Contracts Unit  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
ADES Contract No.

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Equal Opportunity Employer/Program ♦ Under the Americans with Disabilities Act (ADA), the Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. For example, this means that if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. This document is available in alternative formats by contacting (602) 542-3981.