



## ARIZONA DEPARTMENT OF CHILD SAFETY FAMILY FOSTER HOME AGREEMENT

*This Agreement outlines a joint endeavor between the Arizona Department of Child Safety (DCS), and the Foster Parent(s) licensed under Arizona Administrative Code, Title 21, Chapter 6. There are responsibilities required from both parties that will hold each party accountable for their part in ensuring a collaborative relationship is established and maintained that will keep the best interests of the child as being of the utmost importance.*

\_\_\_\_\_  
Foster Parent(s) Name (Last, First, M.I.) \*PLEASE PRINT\*

\_\_\_\_\_  
Provider ID (if applicable) | QCID

\_\_\_\_\_  
Address (No., Street, Apt. No., City, State, Zip Code)

\_\_\_\_\_  
Mailing Address - If different from above (No., Street or P.O. Box, City, State, ZIP)

### 1. The Arizona Department of Child Safety agrees to:

- 1.1. Abide by state and federal laws, the laws and rules as set forth in Foster Parent Licensing Rules, Arizona Administrative Code, Title 21, and Chapter 6 and 8.
- 1.2. Work cooperatively with Foster Parent(s) and the licensing agency.
- 1.3. Provide the foster parents the child's "Placement Packet" which includes relevant and known information at the time of the placement of the child.
- 1.4. Provide Comprehensive Health Plan (CHP).
- 1.5. Ensure the child receives services that meet the child's needs as determined by DCS.
- 1.6. Facilitate and assist in the maintenance and arrange for visitation with members of the child's family and important persons in the child's life as approved by DCS or ordered by the Court, and in cooperation with the foster parents.
- 1.7. Pay for the foster care services provided at the applicable foster home care rate and schedule as established by DCS after receipt of an accurately completed DCS generated invoice.

### 2. The Foster Parent(s) agree to:

- 2.1. Abide by state and federal laws, the laws and rules as set forth in Foster Parent Licensing Rules, Arizona Administrative Code, Title 21, and Chapter 6 and 8.
- 2.2. Work cooperatively with DCS and their licensing agency.
- 2.3. Prepare and maintain accurate records. Including all monies subject for reimbursement 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 received, date of expenditure and item purchased. Follow instructions provided with placement packet to maintain and update placement information within the packet.  
<https://dcs.az.gov/data/dcs-forms>
- 2.4. *Clothing Allowance:* Facilitate and purchase, according to need and by age, appropriate clothing, which shall remain with the child.
- 2.5. *Personal Allowance:* Following the guidelines within the placement packet, Foster Parents are to give the child their personal allowance provided by DCS for the child's use for items, which are not included in the daily rate paid by DCS. (children are not to be charged for clothing provided with the clothing allowance)
- 2.6. Arrange for the child to receive medical and dental care according to the Early Periodic Screening Diagnosis and Treatment (EPSDT) schedule.
- 2.7. Accept, encourage and support the child's individual lifestyle.
- 2.8. Provide the opportunity for the child to pursue their religious beliefs.
- 2.9. Encourage, support and cooperate with the child's relationship with their family and important persons in their life, including visitation arrangements, as approved by the child's DCS Specialist or as ordered by the Court.

- 2.10. Maintain school stability by arranging and facilitating for the child to receive an education based upon his or her ability and within the school district of their origin when appropriate. Accept and engage in educational opportunities recommended by DCS.
- 2.11. Participate as a member of the child's service team by working cooperatively with DCS and other service providers in planning for the child's well being.
- 2.12. Report to the child's DCS Specialist after a foster child is involved in a significant incident by calling the hotline at (888-SOS-CHILD), as well as filing a significant incident report through the appropriate channels.
- 2.13. Report to the child's DCS Specialist, within forty-eight (48) hours of the occurrence, any of the following circumstances:
  - 2.13.1. Change in the foster family or household composition; and
  - 2.13.2. Absence of one (1) foster parent from a two (2) parent household for more than seven (7) continuous days.
- 2.14. Respect the child's right to privacy and confidentiality by declining to release information to others unless prior approval has been received in writing from DCS. It is never appropriate at any time to share pictures (that identify the child as a foster child), surnames or personal identifying markers including the discussion of the child's case on any social media platform. Failure to comply is a direct violation of A.A.C. R21-6-322.
- 2.15. Understand that unplanned placement changes require a specific DCS process and agree to follow. A thirty (30) day notice shall be provided to DCS, when requesting the permanent removal of a child from your home.
- 2.16. 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 DCS no later than one hundred 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 DCS of a notice of anticipated inability or unwillingness to comply as required by this paragraph constitute grounds for the termination of this contract.
- 2.17. Not use any illegal substances, medical marijuana, abuse alcohol by consuming it in excess amounts, or abuse legal prescription and/or nonprescription drugs by consuming them in excess amounts or using them contrary to as indicated.
- 2.18. By signing this Agreement the parties are indicating that they have reviewed and understand DCS Discipline Policy and agree to the defined discipline practices. The parties have also signed the Safe Sleep Commitment form (when applicable) indicating that they reviewed and understand the safe sleep requirements for children under the age of three (3) years old.

### 3. Payment:

- 3.1. Payment will be made via direct deposit unless an exception is requested by the Foster Parent and granted by DCS.
  - 3.1.1. The direct deposit form is located in the DCS digital library; CSO-1030A and CSO-1030A-S.



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*continued...*

- 3.2. Upon receipt in the mail of the initial DCS generated invoice, Foster Parents shall verify accuracy, complete, and return the document to DCS according to the instructions provided. Thereafter, invoices will be submitted through the Guardian Provider Portal. Contact Payment Processing (602) 255-3300 for any invoicing discrepancies.
  - 3.2.1. After receiving the first invoice, Foster Parents shall follow the instructions provided to register for the Guardian Provider Portal.
  - 3.2.2. An accurately completed invoice must be submitted between the 1st and the 15th of the month following the service month. Failure to submit invoice by the due date may result in *forfeiture* of payment.
  - 3.2.3. Under certain circumstances, Foster Parents may be allowed to opt out of electronically submitting their invoices.
- 3.3. Payment to the Foster Parents will be made in accordance with the State of Arizona, DCS Family Foster Home Care Rates and Fees Schedule as may be amended.
- 3.4. Payment is made on a per day basis. One (1) day is determined as follows:
  - 3.4.1. If a child is in a foster home at 11:59 pm of any day, that is considered a full day.
  - 3.4.2. If the child stays for only part of one day, the day the child is placed is considered a full day.
  - 3.4.3. 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.
- 3.5. 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). DCS may authorize a "bed hold" payment for the following situations if the plan is for the child to return to the same foster home:
  - 3.5.1. Payment may be authorized for up to seven (7) days if the child is on runaway status.
  - 3.5.2. Payment may be authorized for up to a maximum of fourteen (14) days if the child is:
    - 3.5.2.1. Placed in detention; or
    - 3.5.2.2. Hospitalized; or
    - 3.5.2.3. Is out of the placement for an extended period of time, including visits to the parent's home.
  - 3.5.3. The decision to authorize the bed hold payment is at the sole discretion of DCS.

- 3.5.4. Approval for the initial bed hold payment up to seven (7) days will be made by DCS Specialist. Approval for over the seven (7) initial days, up to the maximum of fourteen (14) days will solely be made by the DCS Program Administrator.
  - 3.5.5. The Foster Parent shall notify DCS Specialist within twenty-four (24) hours of when the child has left the home (excluding weekends and holidays). If the Foster Parent does not notify DCS within this time period, DCS will not consider the bed hold payment.
  - 3.5.6. The bed hold approval by DCS will be verbal, with the written approval sent within five (5) business days.
  - 3.6. Upon termination of the child's placement, any children's allowance money not spent, shall be returned to DCS and shall be submitted to DCS Payment Processing Unit, PO Box 6030, SC C010-01, Phoenix, AZ 85005. The payment shall be by check, which is made payable to the Arizona Department of Child Safety and shall include the child's name and unused allowance amount by the allowance category.
- 4. Payment Recoupment**
- 4.1. Amounts invoiced that are found to be inaccurate or are paid in error are subject to collection by the State of Arizona, including DCS and the Attorney General's Office. The Foster Parent shall reimburse DCS upon request or DCS may deduct from future payments any amounts received by the Foster Parent from DCS for foster care services or allowances which have been inaccurately reported or are found to be unsupported.
- 5. Funding Availability**
- 5.1. 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 agreement beyond the current fiscal year until funds are made available for performance of this Agreement.
- 6. Applicability**
- 6.1. The Family Foster Home Agreement shall be signed prior to initial licensure and prior to license renewal by each applicant/licensee.
  - 6.2. The Family Foster Home Agreement is relevant at all times the Foster Parent(s) is actively licensed to provide foster care services.
  - 6.3. The Family Foster Home Agreement is relevant to a foster child placed with the foster parent by DCS for foster care services.

## Signatures

\_\_\_\_\_  
*Applicant/Primary Foster Parent Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Applicant/Primary Foster Parent Name (Print)*

\_\_\_\_\_  
*Applicant/Secondary Foster Parent Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Applicant/Secondary Foster Parent Name (Print)*

## Witnessed on behalf of the Arizona Department of Child Safety

\_\_\_\_\_  
*Agency Representative Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Agency Representative Name (Print)*