

## GA Family Services - Foster Care Program

### Foster Family Service Agreement

This is a contract dated \_\_\_\_\_ - \_\_\_\_\_ between Lutheran Social Services, GA Family Services (a non-profit corporation licensed by the New York Office of Child and Family Services to provide Foster Care), and \_\_\_\_\_, herein referred to as the Foster Family.

WHEREAS, GA wishes to purchase and the Foster Family wishes to furnish the services listed below; and

WHEREAS, the services to be provided are twenty-four (24/7) hour Foster Care including room, food, clothing, transportation, and parental guidance and supervision; and

WHEREAS, the services referred to are professional in nature; and

WHEREAS, the Foster Family will furnish the services described herein at the home they own or lease, located at \_\_\_\_\_ herein called the premises. The Foster Family desires to establish and maintain a Foster Home for such youths in said premises and GA desires to utilize the services and facilities of the Foster Family by placing youths with them in the Foster Care Program on the premises; and

NOW, THEREFORE, GA and the Foster Family, in consideration of the above statements and the further consideration set forth below; mutually agree, each in consideration for the promise of the other, as follows:

#### **I. GENERAL POLICIES AND RESPONSIBILITIES OF THE FOSTER FAMILY**

(a) **Living Arrangement**

The Foster Family agrees to make available necessary living space to accommodate the youths placed by GA. The accommodations to be provided include adequate bedroom space, bathroom and home living areas as required by New York State Office of Child and Family Services.

(b) **Health Care**

The Foster Family assumes the responsibility for the day-to-day medical care of the youth. State-provided medical insurance will, in most cases, cover the cost of the youth's medical needs. The need for, and payment for additional non-reimbursable services will be decided on a pre-authorization basis by GA. GA will assume responsibility for authorized medical costs not covered by the youth's insurance. All medical and health information shall be reported by the Foster Family to GA. The Foster Family shall accompany the youth on all medical

appointments. In the case of a medical emergency, the Foster Family will assume the responsibility of obtaining the medical care for the youth. Emergency medical care and hospitalization shall be reported by the Foster Family to the GA on-call staff at the earliest convenience. If a family uses the medical/dental services of professionals who do not accept the child's insurance, without prior authorization, the Foster Family will be responsible for the payment of the bill.

(c) **Providing Ordinary Needs**

The Foster Family agrees to provide the youths in the Foster Home with all ordinary needs, including but not limited to, food, clothing, transportation, recreation and cash allowances as specified in the GA Policy & Procedure Manual.

(d) **Punishment**

The GA Foster Care Program is a "Restraint Free" program. The use of physical or mechanical restraint in youth behavior management is prohibited.

The Foster Family agrees that corporal, degrading, vindictive punishment or verbal abuse will not be used and that no youth, including their own, shall be placed in a position of administering discipline or regulating privileges of another youth. To participate in any of the above immediately terminates the contract. The Foster Family will abide by the GA Discipline Policies and NY State regulations on discipline.

(e) **Training**

The Foster Family agrees to participate in training according to GA requirements as listed below:

- Minimum of 20 hours per adult, per year
- 10 hours of the required training need to be face to face

Families will be provided with a list of GA required trainings.

(f) **Transportation**

The Foster Family agrees to make themselves, and the youths in their care, available for all appointments with the GA staff. The Foster Family is required to provide transportation for all appointments including physical and dental examinations, school meetings, office visits, visitation and counseling.

(g) **Implementation of Service Plan**

The Foster Family is expected to provide input into the development of the Family Assessment and Service Plan (FASP). The Foster Family shall adhere to the goals put forth in the FASP and Court Menu and shall implement the methods

of the Treatment Process as outlined in the record. A copy of the FASP will be provided to the Foster Family by GA.

(h) **Request to Terminate Placement**

If the Foster Family reports that the situation is unworkable, they are required to give 30 days *written* notice requesting the termination of the placement.

(i) **Professional Services**

No professional services shall be scheduled or obtained for the youth in care except those authorized by GA.

(j) **Documentation Log**

The Foster Family agrees to maintain a medical log on the youths placed in their care; monthly medication logs will be issued for this purpose. In some cases, the Foster Family may also be asked to maintain a daily log on the youths in their care. This log will describe the youths' behaviors, attitudes and other areas of importance as they relate to the treatment goals and the youths' overall adjustment to the program.

(k) **Insurance**

The Foster Family shall keep in force at all times, insurance for personal liability (homeowners/rental), and auto liability and shall provide GA with updated copies of the Declaration Page at each renewal.

(l) **Confidentiality**

The Foster Family agrees to abide by all the policies and regulations regarding client confidentiality as outlined in the GA Policy and Procedure Manual.

(m) **Change in Family Status**

This contract is entered into under the assumption that the Foster Family's size or number remains the same as it was at the time of the signing of this contract. GA policy states that any change in family status (i.e. size, address, economy, etc.), shall be reported immediately to GA staff for evaluation and assessment.

(n) **Criminal/Abuse Record Update**

The Foster Family agrees to immediately inform GA of any arrests or abuse allegations which involve any household members during the length of the contract.

(o) **Involvement with Other Agencies**

Foster Families under contract with GA are prohibited from contracting with any other agency for the purpose of providing foster care services. The Foster Family agrees that all contact with county referring agencies will be conducted by a GA representative.

(p) **Statement of Responsibility**

The Foster Family agrees to act in accordance with both GA policies and New York State regulations. It is agreed that there will be no negligent, abusive or detrimental actions toward the youth; but, in the event that they occur, the Foster Family must assume responsibility.

(q) **Annual Water Test**

Water tests for quality will be completed annually by an approved water testing center for all non-community water sources. Water temperature will be tested during the initial process and annually thereafter, and, must not exceed 125 degrees Fahrenheit.

(r) **Evaluation**

The Foster Family agrees to be evaluated annually to assess their compliance with this contract. The evaluation will be shared with the Foster Family. The Foster Family may appeal any decision to disapprove or provisionally approve the family.

(s) **Reporting Child Abuse**

Child Protective Services Regulations include Foster Parents as mandated reporters. The Foster Family must immediately report any real or suspected abuse to GA and the Child Abuse and Maltreatment Hotline.

## II. RESPONSIBILITIES OF GA FAMILY SERVICES FOSTER CARE PROGRAM

(a) **Remuneration for Services - "Per Diem"**

GA provides reimbursement to Foster Families on a twice monthly basis. The per diem rate for each youth in the home is based on the Category of Service. An individual youth's Category of Service may change based on the youth's functioning in care.

(b) **Anticipated Length of Placement**

GA agrees to provide the Foster Family, at the time of placement, with a verbal statement indicating the anticipated length of placement. The actual length is subject to the concurrence of GA and the placing agency/county and/or any court of competent jurisdiction.

(c) **Plan of Visiting**

GA agrees to provide the Foster Family, at the time of placement, with a verbal statement indicating the current visitation patterns with the family of origin, and a projection of future plans and conditions of visits. A written visitation plan will be supplied to the Foster Family outlining the conditions (i.e. supervised/unsupervised, in the office/in the home of the family of origin).

(d) **Professional Services**

GA agrees to coordinate all psychiatric, psychological and social services deemed necessary by GA staff.

(e) **Educational Services**

Educational planning and services will be individualized and outlined by the school district in which the Foster Family resides. When appropriate, a youth may attend a licensed private school.

(f) **Crisis Intervention**

GA agrees to provide crisis intervention to the Foster Family as needed on a 24-hour-a-day, 7-days-a-week, basis.

(g) **Supervision**

GA agrees to provide continuing guidance, supervision and in-service training to the Foster Family to maintain an ongoing understanding of our mutual expectations, team collaboration, roles and needs. GA staff will make regular visits to the premises and community of the Foster Family.

### **III. FAMILY ASSESSMENT AND SERVICE PLAN (FASP)**

During the Supervisory sessions, progress in attaining treatment goals will be reviewed. GA is responsible for involving the Foster Family in the development of the FASP. The FASP will be reviewed and updated minimally on a quarterly basis.

### **IV. MISCELLANEOUS**

(a) **Foster Care Regulations**

The Foster Family and GA agree to abide by all regulations set forth by GA and the NYS Office of Child and Family Services.

(b) **Termination of Placement(s)**

GA reserves the right to terminate the placement of any youths placed under this contract for the reasons including but not limited to:

- 1. The best interest of the youth requires consideration of another placement.
- 2. The youth has used the Foster Care Program to maximum benefit.
- 3. There are changes in the conditions of the family of origin.
- 4. Failure of the youth to utilize the program.
- 5. Foster Family non-compliance with this contract.
- 6. The county that placed the youth no longer desires to purchase the service.
- 7. Adoptive placement of the youth.

(c) **Number of Placements**

- 1. No more than two (2) placements may be made in any Foster Family Home without prior approval of the Director of Community Service and the permission of New York State Office of Child and Family Services.
- 2. There is no guarantee that GA will maintain a particular number of placements in the home.

(d) **Policies**

GA will provide the Foster Family with a copy of the GA Policy and Procedure Manual and the Foster Family agrees to adhere to the policies set forth within the manual.

**V. TERM OF CONTRACT**

**This contract shall be in effect from \_\_\_\_\_ to \_\_\_\_\_**

Foster Parent: \_\_\_\_\_ Date: \_\_\_\_\_

Foster Parent: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_