



Tennessee Department of Children's Services
Daily Rate Child Placement Contract

This contract is entered into between the Department of Children's Services and approved foster parents:

PAYEE is the person to whom the board payment is paid either by paper check or direct deposit. Once a PAYEE is authorized, there is limited modification allowed.

PAYEE Foster Parent Name		Social Security Number (last 4 digits)		Home Telephone	
Foster Co-Parent Name		Social Security Number (last 4 digits)		Alt. Telephone	
Street Address		City		State	
				Zip Code	

For the care of:

Social Security Number (last 4 digits)	Child's Full Legal Name		
Child ID #	Child's Birth Date	Placement Date	

Responsibilities of The Department

The Department of Children's Services, through its undersigned representative, agrees:

1. To be responsible for the payment rate for the child based on the service type the foster parent is providing as described in the Payment Rate section of this contract. This payment represents the standard daily amount reimbursable to you as foster parents, including payment for room, board, clothing, transportation, and services to a child with special needs, when applicable. Payment will be made on or about the 1st and the 15th of each month for the corresponding two-week service period.
2. To be responsible for providing and assisting in completion the mandatory training and all requirements of DCS Policy 16.4, Foster Home Approval.
3. To encourage all eligible kinship/relative families to apply for Family First grants through the Department of Human Services and/or requesting flex funding when services are needed.
4. To provide casework services and applicable visitation services in accordance with DCS Policy.
5. To obtain the child's clothing and all personal items from the child's parent(s) when possible, and to provide an initial purchase of clothing for the child at the time of placement, when necessary. The FSW will advise foster parents when this purchase is allowable as well as the standard amount to be paid.
6. To reimburse fully approved foster parents for extraordinary transportation provided for the child in accordance with DCS policies.

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7. To request payment from the Department of Children's Services, Fiscal Services Division for necessary medical and dental care for the child when not available through TennCare.
8. To provide any available information to the foster parents about the child's background, necessary to their care of the child, and to consult with them regularly regarding the child's care, health, education, development, and plan for permanency.
9. To provide binders and other materials to foster parents for use in preparing the child's Life Story Book.
10. To plan for visits and other contacts between the child and his/her birth family.
11. To advise the foster parents of the child's legal status and of pending court reviews, foster care review boards, or hearings, which may affect his/her legal status. Notice will be given a minimum of 5 days in advance whenever possible.
12. To assist and support the foster parents in accessing respite care, including supplemental respite when approved. When parents are in need of respite care for the children in their home but cannot secure it, the Foster Parent Support worker will assist in identifying safe, appropriate families to provide care.
13. To advise the foster parents of plans for removal of the child in accordance with Department of Children's Services' policy and rules governing such removals; to advise the foster parents when such removal may be appealed and the procedure for filing an appeal.
14. To prevent unnecessary moves for the child when possible by providing consultation with the foster parents regarding problems; to give prompt attention to the foster parent's request for removal of the child by immediately scheduling a Child and Family Team Meeting (CFTM).
15. To participate, when applicable, in a specialized casework plan relative to the needs of a particular child, e.g., adolescent, behaviorally disturbed, medically fragile, or other unique circumstance.
16. To provide foster parents with copies of the child's Permanency Plan and visitation agreements.
17. To include foster parents in all Child and Family Team Meetings for children in their care.
18. To assist the foster parent in providing transition support to all children moved from their home.
19. To support the foster parents in all appropriate ways including responding to all inquiries within 24-48 hours.
20. To uphold the Foster Parent Bill of Rights.

Responsibilities of Foster Parents

We, as foster parents, understand and agree:

1. To complete pre-service training and additional in-service training and requirements outlined in policy.
2. We will provide a nurturing, caring family life for children placed in our home and will consider the child as a member of the family. This would include providing transportation for the foster child to routine medical, psychological and educational appointments, visits to birth parents and/or siblings, recreational activities and trips to purchase clothing and supplies to meet the child's needs.
3. We are responsible to the Tennessee Department of Children's Services for the child's care, health, and education (if the child is of school age) during the period the child remains in our home. We agree to discuss all matters pertaining to the child's welfare with the assigned FSW and to participate in all Child and Family Team Meetings.
4. We will prepare a record of the child's stay in our home and maintain that record as a part of the child's Life Story Book. This may include pictures, mementos, and written records prepared on a regular basis, all of which shall accompany the child upon his or her departure from our home.
5. That under no circumstances will we allow anyone other than an authorized representative of the Department to remove, either temporarily, or permanently, the child from the foster home.
6. In case of serious illness or accident requiring the care of a physician, to notify the local DCS office immediately. We understand, however, that we are expected to use our own judgment in calling a doctor first in case of an emergency. In case of serious illness of any member of our family, we agree to notify the local DCS office.

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7. We will not permit the child to leave our home for visits or to take the child outside the State without prior approval of the Department. We agree to discuss with the FSW in advance any plans regarding a change in our place of residence.
8. We will not accept any other adults or children as continuing members of our household while the Department has a child placed in our care without first consulting with the local DCS office and receiving approval.
9. We will notify the Department, in advance, when there is a need for respite services/care of children placed in our home, including when we are able to secure respite care ourselves. We will provide the child/youths daily rate to the respite foster parent up to two days per month. When in need of supplemental respite assistance, we will contact the Foster Parent Support Worker at least seven days in advance of the respite when able.
10. We will not attempt to adopt, file a petition to adopt, or take any steps whatsoever to adopt this child unless, after consultation with Department staff, the decision is made that adoption by us is in the child's best interest. It is our understanding, however, that if the child has been in our home for one year and we meet the qualifications required of other adoptive parents, that we will be given first preference for adoption of this child. We understand that until the termination or surrender of parental rights by both birth or adoptive parents is signed by the courts, no child is eligible for adoption.
11. The Department has the right to remove this child from our home at any time in accordance with rules governing such removals. In non-emergency situations such a removal will be preceded by a CFTM. We also agree to notify the local DCS office when removal of the child is at our request, giving the local office sufficient time to convene a CFTM should we find that for any reason we couldn't keep the child or properly care for the child.
12. We will not incur any expenses on behalf of the children, for which the Department could be held responsible without prior approval of the Department. This may exclude emergency medical services.
13. We will provide a monetary allowance to the child in our home.
14. We will immediately reimburse the Department any overpayment received for the care of the child.
15. We can request a mentor through the third-party contractor or through the local regional office to assist with normal foster parenting questions.
16. As per [Policy 16.8, Responsibilities of Approved Foster Homes](#): The Foster Parent Support (FPS)/Contract Agency staff are notified within one (1) working day, of any significant changes in the home (i.e. new address, additional persons living in the household, health, income (including Social Security benefits for the child, etc.). Failure to report any significant changes could affect the status of the foster home and may result in termination of foster care board payments and possibly an overpayment assessment.

Responsibilities of Both Parties

1. The Department of Children's Services and foster parent(s) will maintain the confidentiality of all information we receive about the child and his/her family. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium, or method of communication, provided to the foster parent(s) by the State or acquired by the parent on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the foster parent(s) to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. The foster parent(s) obligations under this section do not apply to information in the public domain: entering the public domain but not from a breach by the foster parent(s) of this Contract: previously possessed by the foster parent(s) without written obligations to the State to protect it: acquired by the foster parent(s) without written restrictions against disclosure from a third party which, to the foster parent's knowledge, is free to disclose the information: independently developed by the foster parent(s) without the use of the State's information: or disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit foster parent(s) to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the foster parent(s) due to intentional or negligent actions or inactions of agents of the State or third parties. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.
2. Foster parent(s) and the State warrant they are familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations and will comply with all applicable HIPAA requirements in the course of this contract. Foster parent(s) and the State warrant they will cooperate in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations. Foster parent(s) and the State will sign any documents that are reasonably necessary to keep both parties in compliance with HIPAA, including but not limited to business associate agreements.

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Responsibilities for Special/Extraordinary Rate

1. The Department shall be responsible for reviewing a special or extraordinary board rate in accordance with [Policy 16.29 Foster Home Board Rates](#).
2. The foster parents shall make any requested documentation available to the Department.
3. Both parties understand that the special or extraordinary rate expires twelve (12) months from the special/extraordinary rate effective date indicated at the top of this contract. To prevent termination, a re-evaluation shall be done in accordance with Departmental [Policy 16.29 Foster Home Board Rates](#) prior to the end of the twelve (12) month period. If a re-evaluation is not completed prior to the end of the twelve (12) month period, the daily rate for the above-mentioned child shall revert to a regular daily rate until a re-evaluation is completed which indicates the child qualifies for a different rate.
4. Foster parents shall be responsible for reimbursing the Department for any overpayments that may occur.
5. If any terms in this section conflict with terms in Department or foster parent responsibilities, the terms in the Responsibilities for Special/Extraordinary Rate shall control.

Payment Rate

Payment rates shall be made to the foster parent as follows:

Service Type	Payment per day
Emergency Resource Home Placement (72 HRS) (0-18)	\$50.00
Expedited Foster Care Placement-Paid (0-18)	\$14.87
Extraordinary Rate Extension of Foster Care (18-20)	\$ 40.00
Extraordinary Rate, 40 (0-18)	\$ 40.00
Extraordinary Rate, 50 (0-18)	\$ 50.00
Extraordinary Rate, 60 (0-18)	\$ 60.00
Regular Board Rate (0-11)	\$31.55
Regular Board Rate (12-18)	\$36.17
Regular Board Rate Extension of Foster Care (18-20)	\$ 30.06
Regular Board Rate w/Daycare age 0-2 (0-2) (out of state only)	\$ 47.59
Regular Board Rate w/Full-Time Daycare age 3 and up (3-12) (out of state only)	\$ 44.03
Regular Board Rate w/Part-Time Daycare age 3 and up (3-12) (out of state only)	\$ 39.10
Special Circumstance Rate (0-11)	\$34.71
Special Circumstance Rate (12-18)	\$39.79
Special Circumstance Rate Extension of Foster Care (18-20)	\$ 33.06
Special Circumstance Rate w/Daycare age 0-2 (0-2) (out of state only)	\$ 50.21
Special Circumstance Rate w/Full-Time Daycare age 3 and up (3-12) (out of state only)	\$ 46.65
Special Circumstance Rate w/Part-Time Daycare age 3 and up (3-12) (out of state only)	\$ 41.72

Payment rates shall be adjusted by the Department as necessary, without generating a new contract, to ensure that the foster parent is paid for the service type the foster parent is currently providing. For example, when an expedited foster home becomes fully approved, the Department shall adjust the payment rate from the Expedited Foster Care rate to the corresponding Regular Board rate.

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Termination

This contract shall terminate on the earliest date of:

1. The removal of the child by an authorized representative of the Department of Children's Services;
2. Violation of the terms of this contract by the foster parents;
3. The end of the period allowed for the contract service type.

For kinship families:

This contract is valid 120 days after placement of the child. This contract may be extended to allow for completion of home approval. Authorization by the Regional Administrator is required to extend this contract or to modify any of its terms. This contract will terminate upon removal of the child by an authorized representative of the Department of Children's Services or upon the violation of this contract by the kinship care parents.

I ☐ agree or ☐ disagree to receive the following payments for _____.

- ☐ Regular Daily Board Payment
- ☐ Kinship/Expedited Board Payment
- ☐ Emergency Placement

Signatures

By affixing our signatures hereto, both parties affirm the terms of the contract and confidence in each other to fulfill the responsibilities thereof.

Entered this the _____ Day of _____, _____.

PAYEE Foster Parent Signature		Work Telephone Number	
		Home Telephone Number	
Foster Co-Parent Signature		Work Telephone Number	
		Home Telephone Number	
Family Service Worker/Foster Parent Support Worker Signature		Work Telephone Number	
		After Hours Telephone Number	
Office Street Address			
City	State	Zip Code	
County		Region	

Once completed, this contract is to be scanned and uploaded into the child's placement record.

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