



serving children
supporting families
strengthening communities

GRAHAM – WINDHAM FOSTER PARENT AGREEMENT

_____ residing at _____
(Names of Foster Parent(s)) (Address)

Here after called the “Foster Parents” and the “Agency” agree with the Agency that as Foster Parents they shall:

I. Availability For Placements of Children (Applies to Regular and TFFC Foster Parents only):

- A. Agree to remain generally available by phone when there is a vacant bed in my home, to answer calls regarding possible placement of children during the day or night.
- B. Agree to inform the Homefinding Department of my plan to move from my current address (including change of apartment) or if my telephone number changes.
- C. Understand that the agency has no control over how soon a child will be placed in my home or how long a child will remain in my home.
- D. Understand that the agency may not know all the information about the child upon placement in my home.
- E. That I am expected to accept a child for placement in my home as long as he or she is the sex and within the age range listed on my license.
- F. Understand that I must advise the Intake and Homefinding units immediately if I am unable to take children due to illness, vacation or any other circumstances that will prevent me from taking a child.
- G. Understand that it is my responsibility to purchase and maintain furniture including cribs or beds for the children placed in my care.
- H. Understand and agree that children placed in my home must sleep according to the established arrangements (bedroom, bedding, number of children approved per room) that was approved by the Home Finder upon approval of the foster home.

II. Day to Day Care of the Child

- A. Promote a family atmosphere of acceptance, kindness, and understanding, and endeavor to give each child the support, attention and recognition that facilitates adjustment to the home and that promotes normal development for the child. I will allow foster children placed with me to mingle freely and on equal footing with other children in the household and in the community, and to be accepted as members of my household and share in its pleasures and responsibilities.
- B. In accordance with the NYC Department of Education standards, assure that children and youth of school age attend school regularly. I will escort them to school, arrange transportation or check regularly with the Attendance office in their schools.

- C. Never leave children under the age of 10 years alone without competent adult supervision (18 years of age and older); and never leave children over the age of 10 alone for lengthy periods of time or when I am not immediately available in the event of a crisis or emergency.
- D. Supply foster children with food of good quality, that is the same food I am providing to my own children (where applicable), that is properly prepared and served at reasonable hours, and that is sufficient in quantity. With due consideration to their age and special needs, I agree that foster children will join at table in the meals of the household. I also agree to provide open access to food to the children placed in my care.
- E. Provide foster children with adequate clothing (See Attachment 1), and keep their clothing in proper condition of repair and cleanliness. I agree that the clothing purchased will be of sufficient quantity, adaptable to seasonal conditions and of such style and quality as not to distinguish foster children in my care from other children in the community.
- F. When each child is placed with me, I agree to have individual toilet articles suitable to their gender and age ready for them immediately, including but not limited to: comb, toothbrush, towels, washcloth, soap, lotion, deodorant and feminine hygiene products.
- G. Provide each child with adequate drawer and closet space.
- H. Provide a suitable, well-lit place for children of school age for home study.
- I. Recognize and respect the religious wishes of the natural parents of children in care and endeavor to protect and preserve their religious faith. I will not expect that any child placed with me adhere to my own religious beliefs, and I will not require any child placed with me to attend any particular religious ceremony or practice any religion *unless this is requested* by their parent or ordered by the Family Court.
- J. Not use discipline that is prohibited by the ***NYS Office of Family and Children Services***, including but not limited to: room isolation, corporal punishment, deprivation of meals, snacks, mail and deprivation of visits or contacts with family. Discipline will be prescribed, administered and supervised by adults and never delegated to children.
- K. Agree to transport children in cars or vans (other than car service) in the appropriate car seat.
- L. Assume responsibility for taking the child to the agency clinic for routine and sick-child care, dental care at Graham-Windham or in the general community as arranged by Graham-Windham.
- M. Accompany the child and youth 17 years old and younger to the hospital for emergency medical or psychiatric care in a timely manner. Notify Graham Windham of the emergency situation immediately.
- N. Obtain permission (in writing) from Graham-Windham prior to taking child on vacation. In case of hospitalizations that occur when on an out-of-state vacation foster parents I will notify Graham-Windham immediately and I understand that I should not agree to pay any hospital bill (for in or out patient service).
- O. Understand and agree that Graham Windham is responsible for planning the foster child's medical and dental care and for psychiatric, psychological and remedial services when necessary. I agree to cooperate fully with these treatment plans and arrangements, including accompanying the child to treatments and appointments.

- P. **I understand that I do not have the authority to provide medical consent for the treatment of any foster child placed with me.**

III. Participation in Planning for the Child

- A. Attend all Family Team Conferences to which I am invited. These include:
- Regular Service Plan Reviews
 - Conferences to make decisions about goal changes, placement changes, or discharge
- B. Cooperate with the Agency staff in the implementation or review of each child's service or discharge plan.
- C. Inform the Agency of any incident or event that affects or may affect the child's adjustment health, safety, or well being and/or may have some bearing upon the current service plan.
- D. Permit an authorized representative of the Agency to enter the home to visit the child in my home at any time, whether through a planned or unannounced visit, or to investigate in good faith a formal complaint regarding care of the foster child.
- E. Cooperate with Graham Windham in arranging regular visits for the foster child with the child's birth parents or other relatives. The child's family, Graham-Windham, and the foster parents shall mutually arrange such visits. I agree to transport/arrange transportation of the child to the parent/child and/or sibling visitation when scheduled and I understand that visits may be in the family's home, the foster home, in the Agency, or at some other specified, mutually agreeable place.
- F. Understand that visits for the child are not necessarily scheduled at my convenience, and that it is my responsibility to see that the child attends all visits and appointments.
- G. Acknowledge that Graham Windham has the primary responsibility to plan for the return of the child to the child's birth family as well as planning for adoption, where indicated.

IV. Cooperate with Graham Windham in handling emergencies and crises

- A. Notify Graham Windham immediately in the following circumstances (See Foster Parents Manual for details)
- the child becomes ill,
 - the child is injured or has an accident
 - the child displays very unusual or dangerous behavior
 - the child intentionally endangers the health, well being or safety of someone else
 - the child leaves my home without permission/ whereabouts are unknown
 - the child is kidnapped
 - the child is arrested
 - I or any member of my household contracts a communicable disease. I agree to submit a medical report to Graham Windham upon request, should this occur
 - my electricity is cut off
 - a fire or other problem affecting the physical quality of my home occurs
 - I am evicted or otherwise lose my housing

- B. Inform the agency immediately if I am experiencing problems with the behavior of, or relationship with, any foster child placed with me.
- C. Understand and agree that I am responsible for taking the following actions if I feel a child needs to be replaced out of my home. I understand and agree that these actions must be taken before the child is replaced:
 - I will submit a written request for the replacement of the child
 - I will attend an Administrative Meeting to work toward a resolution of issues surrounding the child's placement.
 - I will attend a Family Team Conference in order to decide whether the child will actually be replaced. I understand that, unless safety or the best interest of the child indicate otherwise, Graham Windham will not replace a child out of my home unless and until a Family Team Conference is held. I understand that I am required to attend a Family Team Conference in this situation.
- D. Understand that if Graham Windham seeks to remove a child from my home, they will inform me in writing 10 days in advance of the removal, except where the health or safety of the child requires that the child be removed immediately from the foster home.

V. Cooperate with New York State Regulations governing certification of my home

- A. Have, at all times, at least one back-up provider who is known and cleared by Graham Windham as my backup provider, and who has undergone a background check
- B. Inform the Agency any time major changes to my household occur, including but not limited to:
 - Any person, other than a foster child, moves into or moves out of my home
 - Any adult over the age of 18 begins spending significant amounts of time in my home
 - My family composition changes
 - I am planning to move
- C. Not board or lodge any adults or children from any source on day or night care basis without the approval of Graham-Windham.
- D. Keep a record of each child at board in a Foster Parent Log Book provided by Graham-Windham. This register and their Foster Home Certification shall be accessible for examination at all reasonable times by Graham-Windham and authorized agents of New York City and State.
- E. Inform the Homefinding Department of my employment outside the home and any changes in my employment. Foster Parents employed outside the home shall provide suitable plans for the care and supervision of the child at all times, including after school and during the summer. Such plans shall be made a part of the foster family record and shall be reviewed by Graham-Windham,
- F. Acknowledge that the *New York State Office of Children and Family Services* requires every foster home to be certified before a foster child is placed in it and that Graham Windham is required to re-certify the home annually. Part of the re-certification process requires:

- PPD: the foster parents and any children in their home 15 years of age and older agree to take a PPD and to provide the Agency with the results; foster parents agree to take such tests for themselves and any such children.
- Medical report: foster parents agree to submit a medical statement from their physician once every other year for themselves and members of their household at the time of re-certification, indicating current physical condition. I also agree to provide Graham-Windham with a physician's report or other medical report as requested by Graham-Windham if an illness occurs in the foster family while a child is in placement.
- Training; I understand and agree that I and my spouse/partner (where applicable) will attend at least 12 hours of foster parent training annually. If a child placed with me receives an Exceptional rate, I understand that I must attend at least 15 hours of training annually. I agree to abide by Graham Windham's training plan to fulfill my training requirements.
- SCR clearances: I understand and acknowledge that I and all members of my household aged 18 and over will need to submit to an SCR clearance once every four years.

VI. Custody of the child

- A. Acknowledge that I have been advised and am aware that custody of the foster child remains with Graham Windham, not with me. I agree that I will not place the child in the care or custody of any other person (birth family, relatives, visiting resources etc) without the consent of Graham Windham.
- B. Acknowledge that I do not have the right to provide consent for medical, psychological, psychiatric, medications or any other clinical treatment of the foster child.
- C. Acknowledge that I do not have the right to consent for a child's picture, video, or any other likeness to be published in any print or electronic publication or in any media of any form.
- D. Agree not to divulge confidential information regarding the child's history of abuse/neglect, or medical or mental health conditions, to anyone unless that person is directly involved in the care or treatment of the child as directed or arranged by Graham Windham.

According to the regulations of the *New York State Office of Children and Family Services* foster parents have the right to be notified of Graham-Windham's intent to free the foster child for adoption and to be informed of foster parents' possible right to adoption subsidy. According to New York State Family Law, a foster parent will be given preference in any proceeding to adopt a child who has been placed in his/her home for a period in excess of 18 months.

VII. Additional agreements for Therapeutic Foster Parents

- A. Agree to attend monthly cluster meetings at the foster care agency.
- B. Agree to implement and use behavior modification method determined by the agency (ABC and/or ABS/ROAR, charts, pure descriptive praise) with each child placed with me

- C. Attend scheduled therapy sessions as indicated and appropriate.
- D. Agree to follow the medication regimen, complete medication logs daily and assure that medication supply for the child/youth are adequate at all times.

VIII. Payment of Foster Parent Stipend

- A. Understand that while some expenses are reimbursable (i.e., school uniforms, transportation) I will receive no additional money for the care of the child except the monthly board check and clothing allowance.
- B. Make use of the monthly stipend to cover costs including but not limited to the following:
 - Transportation of the child to and from the agency, appointments, activities, etc., including providing a Metrocard to children/youth who are old enough to be travel unescorted for agency, appointments, activities,
 - Food (See ___ above)
 - Clothing (See ___ above)
 - Adequate furnishings
 - Daily living expense
 - Allowance (See Appendix 2)
- C. Understand and acknowledge that Graham-Windham shall pay the foster parents the board rate monthly per child, payable on the tenth day of the month for each child, covering expenses for the preceding month. Calculation of board payments start on the day the child is placed in the foster home. No payments are made on the day the child leaves. Graham-Windham will provide emergency clothing check for children who are newly placed with the agency (doesn't apply to internal agency transfers) Receipts are required for all clothing purchased.
- D. Understand and acknowledge that any application for a Special or Exceptional rate for a foster child placed with me will be reviewed by the *NYC Administration for Children's Services* and that it is the Administration for Children's Services, and not Graham Windham, who decides if the child's condition qualifies for the Special/Exceptional rate.

Graham-Windham Services to Families and Children acknowledges the foster parent' preference regarding placement of foster children as follows:

- A. Number of Children: _____
- B. Gender of Children: _____
- C. Age Range: _____
- D. Special Interests: _____

IX. Grievances

Graham-Windham's foster parents have the right to present complaints and grievances about the provision of any service, treatment of children in their care or quality or nature of interaction between themselves and a Graham Windham employee.

PROCEDURE: The Foster Parent should report the complaint where appropriate to the Caseworker assigned to the case. When the complaint is concerning the Caseworker, the Foster Parent should make their grievance known to the Supervisor who will discuss with the Regional Director to determine the necessary course of action. The Foster Parent can expect a response from the Supervisor **WITHIN SEVEN DAYS**.

If the problem is not resolved at the supervisory level, **WITHIN SEVEN DAYS**, the Foster Parent can forward their complaint to the next level of supervision (Program Director/ Regional Director) for resolution.

If the problem was not resolved to the Foster Parent's satisfaction at the preceding levels of supervision, the Foster Parent must submit the complaint to the Vice President of FPPS or Associate Vice President of Foster Home Life. The Vice President/Associate Vice President of Foster Home Life will make a determination **WITHIN SEVEN DAYS**, and (s)he will document the finding, and forward the finding to:

- 1) Regional Director
- 2) Supervisor
- 3) Foster Parent

In any event, no complaint will take longer than twenty one (21) business days to be resolved by Graham-Windham and the Foster Parent.

THE PARTIES WHO HAVE SIGNED BELOW INDICATE THEIR COOPERATION WITH THIS AGREEMENT.

(DATE)

(FOSTER PARENT)

(FOSTER PARENT)

(HOMEFINDING)