



**INDIVIDUAL PROVIDER CONTRACT  
FOR PURCHASE OF FOSTER CARE SERVICES IN A FOSTER CARE HOME**

1. THIS CONTRACT AND AGREEMENT, made this date, \_\_\_\_\_ by and between the \_\_\_\_\_ Department of Human or Social Services, \_\_\_\_\_ (address) hereinafter called "County Department" and hereinafter called "Provider,"

\_\_\_\_\_ at  
Name(s) of Provider(s)

\_\_\_\_\_ at  
Address City Zip Code

2. This Contract and Agreement shall be effective from \_\_\_\_\_ and continue in force until \_\_\_\_\_ or until the facility certificate is revoked or surrendered. This contract and agreement may be renewed at any time during the term of the valid facility certificate. This contract and agreement is in lieu of and supersedes all prior purchase contracts between the parties hereto and relating to the services herein described.
3. The Provider holds a valid certificate as a: \_\_\_\_\_ Foster Care Home or \_\_\_\_\_ Kinship Foster Care Home-(check applicable blank). Such certification standards shall be maintained during the term hereof. The provider has read and is fully familiar with the "Rules Regulating Foster Care Homes" issued by the Colorado Department of Human Services.
4. The County Department may, but shall not be obligated to purchase foster care home services. The County Department or any duly authorized agent may request such services to be provided to any child or youth at any time within the limits of the certificate and without prior notice. At such time or as soon as possible after the acceptance of a child or youth for services, the County Department and the Provider shall verify foster care placement of each child or youth in writing on the required form, which shall become an addendum to this contract, subject to all the terms and conditions hereof.

**The Provider agrees:**

1. To furnish foster care services to eligible children and youth at the established rate based on the individual child or youth rates negotiated between the county department and the provider;
2. To safely provide the 24-hour physical care and supervision of each child or youth until removed or until the agreement is renewed;
3. To accept a child or youth, only with the approval of the certifying agency;
4. To cooperate fully with the County Department or its representatives, and participate in the development of the Family Service Plans for a child or youth in placement, including visits with their parents, siblings, relatives, or to transition to another foster care facility;
5. To maintain approved standards of care as set by the Colorado Department of Human Services;
6. To maintain the confidentiality of information shared about the child or youth and his/her family;
7. Not to accept money from parents or guardians;
8. Not to make any independent agreement with parents or guardians;
9. Not to release the child or youth to anyone without prior authorization from the County Department ;
10. To allow representatives of the County Department to visit the foster care home and to meet with the child or youth at any reasonable time, including scheduled and unscheduled visits; and,
11. To give the County Department a 30-day notice, except in an emergency, to remove a child or youth for placement elsewhere, and to work with the County Department as requested to prepare the child or youth for another placement.



12. To provide transportation to the child or youth. The amount of transportation to be provided will be agreed upon at placement and may be changed upon mutual agreement of the provider and the County Department, as recorded in the Family Service Plan. Transportation must be provided or arranged:
  - a. For professional services and/or for school attendance when necessary; and,
  - b. For children or youth to participate in age or developmentally appropriate extracurricular, enrichment, cultural, and social activities.
13. To report promptly to the County Department:
  - a. Any unplanned absence of the child or youth from provider's care;
  - b. Any major illness of the child or youth;
  - c. Any serious injury to the child or youth;
  - d. Any significant change in the sleeping arrangement for the child or youth;
  - e. Any contemplated change of address or change of household members;
  - f. Any conflict the child or youth may have with law enforcement, school/school district staff, or other persons in authority;
  - g. Any emergency;
  - h. Any pertinent discussion with parents or guardians about the child or youth or supervising agency; and,
  - i. Any information received regarding a change of address of the parents or guardians.
14. To comply with the Civil Rights Act of 1964, Section 504, Rehabilitation Act of 1973, and the ADA of 1990, concerning discrimination on the basis of race, color, sex, age, sexual orientation, expression, or identity, religion, political beliefs, national origin, or handicapping condition.
15. To complete pre-service training prior to the placement of a child or youth.
16. To annually:
  - a. Update the Training Development Plan with the County Department;
  - b. Complete ongoing, quality, and relevant training that will build competencies to meet the needs of the children and youth served in the foster care home as required by the Colorado Department of Human Services regulations; and,
  - c. Obtain certification to use and apply the reasonable and prudent parent standard for each child or youth served in the foster care home.
17. To attend semi-annual Administrative Reviews for a child or youth in placement.
18. To be knowledgeable of, and comply with the "Rules Regulating Foster Care Homes" and the "General Rules for Child Care Facilities;
19. Not to enter into any subordinate subcontract hereunder;
20. To keep required and necessary records for audit/review purposes by state and federal personnel. These records shall document the type of care and dates that care is provided for each child or youth. In addition, medical, educational, and progress summary records shall be maintained for each child or youth in accordance with Volume 7 requirements.
21. To complete or schedule a medical examination for the child or youth within 14 days after initial placement and a dental the County Department;

**The County Department agrees:**

1. To share all available information about the child or youth, including relevant social, medical and educational history, behavior problems, court involvement, parental, sibling and relative visitation plans, and other specific characteristics of the child or youth, with the provider before placement and to share additional information when obtained while the child or youth is in placement.
2. To inform the provider of expectations regarding the care of the child or youth, such as meeting medical needs, visitation, special psychological needs, trauma and other grief/loss issues, and the child's or youth's identification with his/her family;
3. To give the provider the written admission record of the child or youth to the foster care home at the time of placement;
4. To give the provider a written procedure or authorization for obtaining medical care for the child or youth;
5. To involve the provider in family service planning for the child or youth as a member of treatment team;
6. To give the provider a copy of the Family Service Plan, as it pertains to their expectations for meeting the needs of the child or youth in the foster care home, at the time of placement or when it is completed following placement;



- 7. To give at least a 30-day notice of plans to remove a child or youth from the foster care home. The 30-day notice may be waived by mutual consent to allow and permit immediate removal of a child or youth for placement elsewhere, or without such waiver in the event of an emergency. An emergency is defined as any situation in which a provider's inability to provide services threatens the health, safety or welfare of a child or youth.
- 8. To pay the provider at the rates established by the Colorado Department of Human Services or as authorized and negotiated between the provider and the County Department:
  - a. Payment shall be made by electronic banking transfers (EBT) drawn by the duly authorized county officer; and,
  - b. Provider shall notify the County Department of any payment or billing dispute within 60 days of the month when service was provided. Failure to do so will result in forfeiture of the payment. The Provider understands that, pursuant to the Colorado Department of Human Services' Rules for the General Reimbursement for Child Welfare Services, when reimbursement is warranted current and (2) preceding months.
- 9. To provide or arrange through statewide contracted training, a minimum of twelve hours of core pre-service training for foster care homes and 15 hours of pre-service training directed at the needs of the child or youth to be served in the foster care home.
- 10. To annually complete the following:
  - a. Update the Training Development Plan with the provider;
  - b. Provide or make available quality and relevant training for each foster parent that will build competencies to meet the needs of the children and youth served in the foster care home;
  - c. Provide training that prepares each foster parent to use and apply the reasonable and prudent parent standard; and,
  - d. Pursuant to the Colorado Department of Human Services' Rules Regulating Family Foster Care Homes, document that the provider is trained in, and can use and apply the reasonable and prudent parent standard for each child or youth placed in the foster care home.
- 11. The County Department is responsible for providing information on county specific procedures.
- 12. To invite the provider to Administrative Reviews for each child or youth in placement.
- 13. To incorporate provider information in planning for the child or youth placed in the foster care home.
- 14. To assure that the service described herein has been accomplished and a record made thereof on a case by case basis.
- 15. To provide notice of court hearings for each child or youth placed in the foster care home.

\_\_\_\_\_

County Department

\_\_\_\_\_  
Provider (type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provider (type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



