



# AGREEMENT TO RECEIVE FOSTER CARE EXCESS MAINTENANCE PAYMENT

DEPARTMENT OF HEALTH AND HUMAN SERVICES

CHILDREN AND FAMILY SERVICES

SFN 904 (8-2023)

## COMPLETED BY CFS-FSS

This agreement is entered into by and between the Department of Health and Human Services and the foster care custodial agency, hereinafter referred to as the "Department," and

Provider Name		Provider Number	
Address	City	State	ZIP Code
Effective Date of Agreement			
From:		To:	

**\* The EMP is effective the first day of the month in which the request is approved by the Children and Family Services Field Service Specialist. In addition, effective dates may differ from the 1<sup>st</sup> of the month based on the child's placement dates and identified circumstance (date of injury, etc.) \***

The EMP shall terminate at the time the family foster care placement is discontinued or the child's needs increase or decrease. This agreement must be reviewed at each quarterly child and family team meeting and cannot exceed 6 months from date of issuance.

The Provider agrees to provide services to child: \_\_\_\_\_  
which shall consist of but not be limited to assisting the child in personal and social needs. In addition, the Provider, upon request of the Department, agrees to attend specialized foster care training, participate in meetings and other agency staffing's pertaining to the child and agrees to participate in the treatment plan of the child and family.

- ☐ **Level I:** \$3.33 per day - approximately \$100 per month above regular FC maintenance rate  
☐ **Level II:** \$5.00 per day - approximately \$150 per month above regular FC maintenance rate  
☐ **Level III:** \$6.66 per day - approximately \$200 per month above regular FC maintenance rate

\* Partial months must be authorized only for placement dates.

- ☐ **Level IV:** The Department agrees to reimburse the Provider an amount not to exceed \$\_\_\_\_\_/month or \$\_\_\_\_\_/day for partial months.

Comments
----------

It is agreed that all records kept by the Provider relating to this agreement shall remain confidential, except they shall be open for inspection by officials of the Department or their designated representatives.

It is further agreed that this agreement does not constitute an employer-employee relationship, and that it may be terminated without cause by either party by giving 30 days written notice, and may be terminated for cause at any time.

Provider Signature	
Custodial Agency Case Manager or Designee Signature	
Children and Family Services Field Service Specialist Signature	Date Approved

COPY TO: Custodial Agency Case Manager (Zone, Tribe, or DJS)  
Foster Care Provider  
Contracted Vendor/Provider Agency (Nexus PATH)  
Children and Family Services Permanency Administrator (Level IV only)  
FCSA Eligibility Unit File for Payment