

**ADMINISTRATIVE PROCEDURE #13**  
**FOSTER CHILD DAMAGE REIMBURSEMENT PROGRAM**  
**April 12, 2013**

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**Section 13.1 Purpose**

The purpose of this Administrative Procedure is to describe the Department's Foster Child Damage Reimbursement Program commonly referred to as "FCDRP" and the procedures for filing claims. No Claim may be submitted to the FCDRP more than 12 months after the incident.

**Section 13.2 Description**

Through the FCDRP, the Department endeavors to provide third party coverage to Department and private agency foster parents and relative caregivers caring for children for whom the Department is legally responsible, as well as for those "innocent victims", or other claimants who may be harmed or suffer damages by the verifiable actions of foster children. The coverage is against personal injury, property damage and bodily injury caused by actions of foster children. In addition, first party coverage may be provided to foster parents/relative caregivers, innocent victims, or other claimants for their own property damage and bodily injury caused by a foster child while the child is in the care, custody and control of the foster parent/relative caregiver.

The Program is not insurance, nor does the Department use any insurance company to process or handle Claims for this Program. All payments made to claimants are drawn directly from the Department's operating budget during the fiscal year in which they occur. Therefore, any Claims submitted 120 days or more after the close of the fiscal year in which they occur may be found ineligible for reimbursement under this Program. Because FCDRP is not an insurance program, nor is it a program operated by any insurance company, the Department of Children and Family Services does not participate in subrogation with insurance companies. This program is not intended to provide coverage for damages resulting from inadequate supervision on the part of the designated foster parent/relative caregiver or as a result of the lack of supervision when foster parents/relative caregivers do not comply with the standards and requirements set forth by the Department.

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**The coverage provided by this program is excess coverage over and above any other valid and collectable insurance which the foster parents/relative caregivers; innocent victims; or other claimants have in effect with respect to first party claims. In the event of theft, personal injury, or damage to the home, business, or auto of a foster parent/relative caretaker, innocent victim; or other claimant; that person shall first file the formal claim with their own personal health, home, apartment, business, or auto insurance provider.** If there is no other collectable insurance available to the first party foster parents/relative caregivers, an affidavit, or letter from the first party's insurance provider must be presented to the FCDRP Coordinator. When no insurance provider exists, the claimant must submit a signed and notarized statement that there is no other primary coverage available. If it is later discovered that such excess coverage does exist, the Department shall have the right to collect the amount that the Department paid to the first party claimant. Depending upon a child's individual age, development, and responsibility, some foster children may be held accountable for "proven" damages which he/she caused and may be subjected to the withholding of personal allowance or another written plan for restitution in accordance with Department Rules 402, (Section 402.21), Licensing Standards for Foster Family Homes.

### **Section 13.3 Definitions**

"Actual Cash Value" means the amount it would cost to repair or replace the damaged property with material or item(s) of like kind and quality, less allowable deductions for normal physical deterioration and depreciation based on the age, condition and normal life expectancy of the property. There must be clear evidence of the purchase and ownership of the missing or damaged property. Examples of such evidence are: the purchase receipt from the original vendor; the dated credit card purchase record; the manufacturer's warranty record that establishes the date the property was purchased, the brand, model and warranty coverage date; an independent certified appraiser's dated and certified evaluation of the property that establishes the age and value of the item; and similar documents of proof that establish the purchaser, the purchase price, and the actual date of first acquisition. Supplemental documentation may include, but is not limited to: photographs of the property; an insurance company's determination of the value of the property; if an automobile, a minimum of two (2) estimates for the repair and the generally accepted "Blue Book" value of the automobile; if damage to a home, at least three (3) independent home repair estimates plus the insurer's determination of the value of the repair. The FCDRP shall not be responsible for an item, which is obsolete or no longer available or manufactured, other than to arrive at a fair and equitable value. If ownership, and, "actual cash value" cannot be reliably determined the Department cannot be held responsible for reimbursement. The description of "Actual Cash Value" shall apply to any and all forms of tangible property, whether owned by the foster parent/relative caregiver or under coverage of damage to tangible property of others. **ALL COVERED LOSSES SHALL BE SETTLED ON AN ACTUAL CASH VALUE BASIS.**

"Bodily Injury" means any bodily injury sustained by any person which is caused by the foster child including death.

"Department" means the Department of Children and Family Services.

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“Foster Child” means a person under the age of 21 who has been placed in the care, custody or control of a Department or private agency supervised foster family or relative caregiver family for the purpose of being provided with family care and training on a full-time basis or for a designated period or purpose, and limited only to the time when that child was actually dwelling in recognized foster care under Department rules and regulations.

“Incident” means a certain act and the damage which results from that act when the act has ended and is not immediately followed by another act.

“Innocent Victim”; “foster parent”; and “claimant” are used interchangeably in this Procedure to mean any individual who may suffer a verifiable loss, or damage, at the hands of a foster child.

“Insured Foster Parent/Relative Caregiver Family” means foster parents, relative caregivers and members of their family who reside at the same residence as the foster parent/relative caregiver.

“Land Motor Vehicle” means any vehicle including: automobile, truck, hybrid, tractor, farm vehicle, OHV, scooter, motorcycle, moped, midget automobile, including the type commonly referred to as a go-cart, dune buggy, all-terrain vehicle, speed-mobile or by a comparable name, whether commercially built or otherwise, trailer, semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), snowmobiles, golf carts or riding lawn mowers, whether required to be licensed or not by the State.

“Mysterious Disappearance of Money, Jewelry or Other Valuables” means the disappearance of such personal property or currency when:

- a) The foster parent states that the child took it, and the child admits taking it;
- b) The foster parent states that the child took it and other adult verifies having seen the child

“Phone bill” means costs associated with forbidden wired or wireless communication devices including satellite; cable; DSL; computer and/or land-line connected equipment with the item.

“Physical Damage to Property” means physical injury to, or destruction of, tangible property, including loss of use there from.

“Relative Caregiver” means a person who provides care for a child or children for whom the Department is legally responsible by reason of temporary protective custody, court-ordered custody or guardianship, or an adoptive surrender or voluntary placement agreement signed by the parent(s), *who*:

- *is currently related to the child in any of the following ways by blood or adoption: grandparent, sibling, great-grandparent, uncle, aunt, nephew, niece, first cousin, first cousin once removed (children of one’s first cousin to oneself), second cousin (children of first cousins are second cousins to each other), godparent (as defined in Section 402.20. Licensing Standards for Foster Family Homes), great-uncle, or great aunt; or*

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- *is the spouse of such a relative; or*
- *is the child's step-father, step-mother, or adult step-brother or step-sister.*

*Relative also includes a person related in any of the foregoing ways to a sibling of a child, even though the person is not related to the child, when the child and its sibling are placed together with that person.*[20 ILCS 505/7(b)]

“Review Committee” means designated Department staffs who are appointed by the Director to review claimant claims and make initial determination of the Actual Cash Value of each claim and make a recommendation to the Deputy Director, Operations Division. Final disposition regarding these claims shall be made by the Director.

### **Section 13.4 Coverage and Limits of Liability**

#### **Coverage A: Physical Damage to the Property of Others**

The Program will pay on behalf of the foster child, certain sums for which the foster child shall become legally obligated, including physical damage or misuse to the property of others by the foster child while in the care, custody or control of the foster parents/relative caregivers. All damage will be paid as described by the “actual cash value” definition, and within the limits set forth in this program.

#### **Coverage B: Bodily Injury to Others**

The program will pay on behalf of the foster child, certain sums for which the foster child shall become legally obligated, including damages because of bodily injury caused by the foster child to anyone other than a member of the foster or relative family while in the care, custody or control of the foster parents/relative caregivers. The total amount is not to exceed the limit set forth in this program.

#### **Coverage C: Physical Damage to the Property of Foster Parent/Relative Caregiver**

The program will pay certain sums per incident up to the limit set forth in this program for physical damage or misuse to property caused by the foster child. This coverage does not apply in the event of faulty or negligent supervision on the part of the foster parents/relative caregivers or when the occurrence happens as a result of the foster parents/relative caregivers not conforming to the standards set forth by the Department. Damage amounts are to be determined by the “actual cash value” definition.

#### **Coverage D: Bodily Injury to Members of the Foster Family/Relative Caregiver**

The program will pay certain sums per incident for expenses incurred within one year from the date of injury for necessary medical, surgical, X-ray and dental services. This includes prosthetic devices and necessary ambulance, hospital, professional nursing and funeral expenses,

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appropriate psychiatric care, or Christian Science practitioner and nursing care appropriate thereto, for a member of the foster family/relative caregiver who sustains bodily injury caused by an act of the foster child while in the care, custody or control of the foster parents/relative caregivers. The total amount payable shall not exceed the limit set forth in this program.

### Limits of Coverage

- |  |                                  |
|--|----------------------------------|
| A. Physical Damage to the Property of Others                                 | \$5,000 per fiscal year/incident |
| B. Bodily Injury to Others   | \$5,000 per fiscal year/person   |
| C. Physical Damage to the Property of the Foster Parents/Relative Caregivers | \$5,000 per fiscal year/incident |
| D. Bodily Injury to the Foster or Relative Family                            | \$5,000 per fiscal year/person   |

### Exception to Limit of Coverage

The coverage limit may be exceeded only if supported by a case specific written decision memorandum approved by the Director of the Department. Compliance with all other aspects of this program must be fully documented.

The Department shall pay claims during the fiscal year in which they are submitted up to the annual amount appropriated by the legislature for the program.

### Section 13.5 Indemnification

Department foster parents and relative caregivers who are sued as a result of their activities as foster parents may ask that the Illinois Attorney General represent them in court. When a lawsuit has been initiated, the foster parents/relative caregivers may ask the child's worker to request such representation on their behalf. When a request for representation has been made, the process is as follows:

- a) The child's worker shall forward a written request, along with information pertaining to the case, to his or her respective Regional Counsel within three working days of the foster parent/relative caregiver's request.
- b) The Regional Counsel shall review the facts and forward the information to his or her supervisor for review and referral to the Attorney General's Office.

### Section 13.6 Exclusions

This program does not apply to:

- a) Any claim which does not contain either proof of payment or the estimated cost of repair or replacement for the damaged, destroyed, or stolen item, from an established business;

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- b) any act, error or omission of a foster parent/relative caregiver due to the rendering or failure to render services. The care and service rendered to children in the role of a foster parent/relative caregiver shall not be deemed to constitute professional services;
- c) any dishonest, fraudulent or criminal act, error, submission, or omission of the foster parent/relative caregiver;
- d) any act allegedly committed by the foster child (i.e. theft), but the foster child denies the act and the allegation cannot be proven;
- e) any act, error or omission of a foster parent/relative caregiver except when directly related to activity as a foster parent/relative caregiver;
- f) bodily injury or property damage occurring away from the premises used as a residence by the foster parents/relative caregivers arising out of the operation or use of the following vehicles; owned or operated by, rented or loaned to, any member of the foster or relative family except when such conveyance is taken under control by the foster child without the owner's express permission and knowledge; any land motor vehicle whether for on the road use or otherwise; aircraft, sailboats or other watercraft;
- g) any obligation for which a foster parent/relative caregiver or any carrier as his insurer may be held liable under any workmen's compensation, employment compensation or any disability benefits law, or under any similar law;
- h) the mysterious disappearance of money or other personal property of the foster parent/relative caregiver, except as defined in Section 13.3 of this Administrative Procedure; or
- i) damages arising out of business pursuits of a foster parent/relative caregiver;
- j) any claim by any claimant where the victim cannot prove ownership and, establish the actual cash value of the loss; or,
- k) any claim by any claimant with an actual cash value of \$50.00 or less;
- l) any claim by any claimant where original or supporting documents have been altered or modified in any way.

### Section 13.7 Procedures for Filing Claims

The procedures for filing claims are outlined in the DCFS Foster Parent Handbook and consist of the following:

- a) The foster parents/relative caregivers; must notify the DCFS/private agency worker assigned to their case regarding the intent to file a claim. The DCFS/private agency

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worker or any other claimant, shall immediately notify the FCDRP Coordinator and request that a claim form **CFS 851**, Foster Child Damage Reimbursement Program Claim Form be sent to them.

When any claimant is notified that additional information or documentation is needed in order to process a claim, that claimant must provide the requested information or documentation to the FCDRP Coordinator within **60 days** from the date of the notification; otherwise the claim will be closed.

If death or severe bodily injury or substantial property damage occurs, the foster parent/relative caregiver **MUST** contact the child's worker as soon as possible.

- b) The claimant shall complete all applicable information on the claim form(s), sign and date the form(s), have the form(s) signed and dated by the child's worker and send the signed form(s), along with receipts and any other documents to the FCDRP Coordinator. The innocent victim and/or any other claimant shall forward all information related to their claim (i.e. Repair estimates; purchase receipts; insurance documentation; photos of damage, etc.) to the address indicated on the **CFS 851**:
- c) All claims should be reported, in writing, to the address shown above within 60 calendar days of their occurrence. It is important for every claimant to include purchase receipts, repair bills, estimates of repairs or replacement, police and/or fire reports, photographs, records establishing the value and age of the items and any other evidence which will help to establish the value of the item(s) lost or damaged. Reimbursement may be denied if all information is not supplied.

### **Section 13.8 Disposition of Claims**

- a) The Program Coordinator will screen claims for completeness and supporting documents, and process them in the order received.
- b) The Program Coordinator will contact each claimant regarding claims which require further information and/or documentation.
- c) After screening, the Program Coordinator will forward claims not requiring further information to the Review Committee for adjudication.
- d) The Review Committee will review the claims and make a recommendation to the Deputy Director Operations and the DCFS Director regarding payment.
- e) When a decision has been finalized, the Program Coordinator will notify each claimant by letter.
- f) All claims which are to be paid shall be paid to each claimant to which the damage occurred.