



Community Health and Counseling Services

TREATMENT FOSTER CARE PLACEMENT AGREEMENT

This Agreement is made by and between _____ as a Foster Care Provider (hereinafter “FCP”), and Community Health and Counseling Services (hereinafter “CHCS”), a licensed child placing agency. This agreement is specific to _____ (hereinafter “child”). Placement commencement date is _____

I. STANDARDS OF CARE

The FCP agrees to provide services in adherence with standards of accepted best practice in the areas of residential child care. This includes the practices set forth herein, any standards that CHCS may deem appropriate, and any standards as required by the Maine Department of Health and Human Services (DHHS).

CHCS Will:

1. Provide New Provider Training and training necessary to obtain and retain certification for CPR and First Aid.
2. Manage referrals to the FCP. CHCS will disclose all available information to the FCP in making a referral.
3. Collaborate with the FCP to coordinate schedules with any CHCS staff that work in the treatment foster home.
4. Develop a treatment team of CHCS staff including the FCP which will develop a treatment plan for the child. CHCS will provide clinical and other supportive services necessary to implement services defined in the treatment plan.

The FCP will:

1. Adhere to all state licensing requirements and maintain an appropriate state license, and adhere to the Rules Providing for the Licensing of Specialized Children’s Foster Homes. Provide a copy of the license to CHCS at renewal of license, at any change in license, at the inception of this agreement and upon request.
2. Provide care in such a manner as to adhere to children’s rights as outlined in the Department of Health and Human Services Rights of Recipients of Mental Health Services who are children in need of treatment or any subsequent proclamation.
3. Maintain confidentiality regarding the child in their care as defined by CHCS’s policy and all state and federal requirements.

4. Complete all CHCS's required training, including, but not limited to, New Provider Orientation (NPO) courses and re-certifications. Documentation of these trainings will be provided to CHCS upon request, at renewal of license, at any change in license, upon recertification, and upon loss of certification.
5. Maintain and augment his/her professional training and education in accordance with the hours defined by the Rules Providing for the Licensing of Specialized Children's Foster Homes.
6. Work with the treatment team(s) in coordinating a schedule with any CHCS staff that work in the treatment foster home.
7. While providing services to a child placed by CHCS, no other children will be accepted into placement unless that placement is approved by CHCS and the agency responsible for placement of the child(ren) currently in placement.
8. Complete and submit all CHCS required paperwork in a timely manner.
9. Provide and/or arrange for necessary transportation for the child in care.
10. Notify the Children's Services on-call staff via the emergency on-call system of any incidents that may have any adverse impact on the child in any way or deemed or considered as effecting or potentially effecting the child in any unusual way. FCP will also document these incidents on forms provided by CHCS.
11. Any acts or allegations of abuse by the child in care, or abuse against the child in care, will be reported immediately as required by law.
12. Write progress notes.
13. Complete medication administration records.
14. Fill out healthcare provider forms.
15. The FCP shall not carry out any therapeutic activity or intervention as prescribed by a third party unless such activity has been expressly sanctioned by CHCS.

CHCS and the FCP will jointly:

1. Cooperate in all aspects of the care and treatment of the child. The FCP shall immediately disclose to CHCS any third party communications that are relevant to the treatment of the child.
2. Work actively in consultation with CHCS staff and treatment teams in the determination of appropriate modes of care and interventions and in the development of the treatment plan of care of the child
3. Carry out plans of therapeutic intervention only after the approving authority of CHCS has signed them.
4. Ensure that any interventions carried out shall in no way be considered emotionally or physically abusive to the child.
5. Communicate in an open and professional manner with the child's treatment team, CHCS staff and other individuals, as identified by the legal guardian. This communication, at a minimum, includes the following areas and will include any other areas as directed by CHCS:
 - a. Assessments and evaluations.
 - b. Planned treatment interventions.
 - c. School and community.

- d. Critical incident reports, medication related incident reports and physical interventions involving the child.
- e. Development and writing of comprehensive treatment plans and maintenance of required records.

II. LIABILITY AND INDEMNITY

1. CHCS shall not be liable for any loss, injury, death or damage to persons or property sustained by the FCP or by any person in connection with/or arising from the placement of a child with the FCP.
2. The FCP agrees to indemnify CHCS from and against any and all liability, claims, damage, loss, costs and expenses including reasonable attorney's fees that may accrue to or be sustained by CHCS, its officers, directors, agents, and employees arising from the placement of a child with the FCP.
3. The FCP will maintain, and provide proof upon request, liability insurance not less than \$100,000 for each person and \$300,000 for each occurrence on all vehicles used to transport the child in FCP's household throughout the term of this agreement.
4. The FCP will maintain, and provide proof upon request, premises liability insurance on the premises used as the home of the child throughout the term of this agreement.

III. GENERAL

CHCS will provide treatment and consultation services to include those listed below as well as any additional treatment and consultation as deemed necessary by CHCS:

1. Therapeutic assessments and treatment by qualified professionals.
2. Case management and coordination services.
3. Consultation regarding treatment intervention and plans of care.
4. Participation in treatment planning, case conferencing, Pupil Evaluation Team meetings and case reviews.
5. Respite Services
 - a. CHCS will assist foster parents in the identification and coordination of respite services.
 - b. Respite providers must hold a valid foster care license.
 - c. CHCS and DHHS must be involved in approving a respite provider and must be notified when a child is being placed in respite.
 - d. CHCS will not be responsible for providing additional funding to cover respite expenses, but will assist with the FCP in resolving any respite payment issues with DHHS.
6. Supervision for CHCS employees working within the FCP's home.

7. CHCS will serve as the final program determinant of what represents the child's best interest. (The legal authority for final definition of the child's best interest rests with the legal guardian).

IV. DAILY PLACEMENT FEE AND OTHER COSTS

CHCS agrees to pay for the placement at the rate established under the DHHS levels of care system. Other costs will be reimbursed in accordance with the CHCS reimbursement policy in effect at the time the cost is incurred. CHCS will not be responsible for payment or reimbursement of costs incurred for any service after termination of this agreement or removal of the child from the FCP's home.

V. INDEPENDENT CONTRACTOR

The FCP and CHCS agree that the FCP is an independent contractor and not an employee, and that in accordance with such status as independent contractor, the FCP covenants and agrees that neither it nor their employees or agents will hold themselves out as, nor claim to be, officers or employees of CHCS or of any department or unit thereof, by reason hereof, and that they will not, by reason hereof, make a claim, demand or application to or for any right or privilege applicable to an officer or employee of CHCS, including, but not limited to, Worker's Compensation coverage, unemployment insurance benefits, Social Security coverage or employee life, health or disability insurance coverage or claim against any CHCS liability insurance policy.

VI. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. If the parties cannot mutually agree on the appointment of an arbitrator, the parties shall select an arbitrator in accordance with the rules of the American Arbitration Association. The arbitrator shall not add, delete, modify or amend any of the terms of this Agreement, and the award of an arbitrator shall be final and binding upon the parties. The administrative cost of the arbitration, including the cost of the arbitrator, shall be borne equally by the parties. Each party shall be responsible for the payment of its own attorney's fees and expenses.

VII. TERMINATION

Each party may terminate this Agreement, at any time, under the following circumstances:

1. Termination by the FCP:

- a. If the FCP provides 30-day written notice to CHCS of their intent to terminate the placement, then CHCS will continue the placement for up to 30 days with payment.
 - b. If the FCP requests the immediate removal of the child, then CHCS will remove the child as expeditiously as possible. The FCP shall continue to provide for the health, safety and well being of the child until CHCS can make the removal. Payment ends when the child leaves the home.
2. Termination by CHCS:
- a. If CHCS provides 30-day written notice to the FCP of their intent to terminate the placement, then CHCS will continue the placement until such time as appropriate alternative arrangements can be made for up to 30 days.
 - b. CHCS may at any time, with or without cause, with or without prior notice, immediately or in an expeditious fashion, remove the child where CHCS at it's sole discretion determines that such action is in the best interest of the child. Payment ends when the child leaves the home.

VIII. MISCELLANEOUS

1. Waiver: The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
2. Modification: No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the foster parent and CHCS.
3. Entire Agreement: This Agreement and any addendum or addenda constitute the entire agreement between the parties and supersedes all prior agreements or understandings, in any form, between CHCS and the FCP.

IX. DISCLOSURE

The FCP will immediately notify the CHCS Foster Home Developer of:

1. Any sanction or investigation of the FCP home by MaineCare, Licensing, Child Protective Services or the Institutional (or Out of Home) Abuse Unit, or any other governmental or regulatory authority;
2. The commencement of any criminal legal proceeding against the FCP or any resident of the FCP's home or any individual with whom the child, while in the care of the FCP may come into contact;
3. The commencement of any civil proceeding against the FCP; and
4. The receipt of any motor vehicle violation (i.e., speeding ticket, failure to yield, etc.) by the FCP or by any resident of the FCP's home.

X. SANCTIONED PROVIDERS

CHCS and the FCP mutually agree that neither party, individually or corporately is currently under sanction by any State or Federally funded healthcare program. This assurance extends to all employees of either party. The parties further agree that they have no dealings with sanctioned parties outside of this agreement, and that they are not under active investigation of a matter that could lead to sanction. Both parties will notify one another in writing within a reasonable time if they become aware of any change in status under this section.

XI. BUSINESS ASSOCIATE CLAUSE

Both parties agree to adhere to the attached HIPAA Business Associate Addendum.

XII. DRA 2005 COMPLIANCE

42 U.S.C. § 1396a(a)(68) requires that CHCS provide written materials to all appropriate FCPs regarding fraud and abuse and whistleblower protection provisions of the applicable law. DRA became effective 1/1/2007. The FCP's signature on this agreement indicates that the FCP acknowledges receipt of Agency publications *Ethics Policy and Process* and *Fraud, Waste and Abuse Prevention and Detection* which include DRA fraud and abuse information and whistleblower protections.

XIII. AFFIRMATION

By signing this Agreement, the FCP agrees that all information provided to CHCS at the time of this placement is accurate to the best of his/her knowledge.

Foster Care Provider's Signature

Today's Date

Bernard Angst, CFO
Community Health and Counseling Services

Date