

Tennessee Department of Children's Services Daily Rate Child Placement Contract Between DCS,

Tennessee Baptist Children's Homes Inc., and Foster Parents Approved to Provide Temporary Care

This contract is entered into between THE DEPARTMENT OF CHILDREN'S SERVICES, The Tennessee Baptist Children's Homes, Inc. ("TBCH"), and approved foster parents:

PAYEE Foster Parent Name	Social Security Number		Home Telephone
			()
Foster Co-Parent Name Social Secur		rity Number	Placement Date
Street Address			
City		State	Zip Code

For the care of:				
Social Security Number	Child's Full Legal Name			
Child ID #		Child's Birth Date		
Placement Date				

DCS and TBCH have entered into a contract whereby DCS and TBCH have assumed shared responsibility for supporting foster parents and foster homes that are within TBCH's Caring Community Ministries. By entering this Agreement, DCS, TBCH and the foster parents are setting forth their responsibilities with the understanding that all of the parties are acting in cooperation with each other to fulfill the terms and obligations set forth herein.

Responsibility of the Department

The Department of Children's Services, through its undersigned representative, agrees:

To be responsible for the foster care board payment for this child at the rate of \$0.00 per day, 1. and/or any yearly increase on this rate approved by the Department of Children's Services. This payment represents the standard daily amount reimbursable to you as foster parents, including payment for room, board, clothing, transportation and services to a child with special needs, when applicable. Payment will be made on or about the 1st and the 15th of each month for the corresponding two-week service period.

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- 2. To obtain the child's clothing and all personal items from his parent(s) when possible, and to provide an initial purchase of clothing for the child at the time of placement, when necessary. The DCS Family Service Worker ("FSW") will work with TBCH's FSW to advise foster parents when this purchase is allowable as well as the standard amount to be paid.
- 3. To reimburse foster parents for extraordinary transportation provided for the child in accordance with Department of Children's Services policies.
- 4. To request payment from the Department of Children's Services, Fiscal Services Division for necessary medical and dental care for the child when not available through TennCare.
- 5. To provide any available information to the foster parents and TBCH about the child's background, necessary to their care of the child.
- 6. To advise the foster parents and TBCH of the child's legal status and of pending court reviews, foster care review boards, or hearings, which may affect his/her legal status. Notice will be given a minimum of 5 days in advance whenever possible.
- 7. To participate, when applicable, in a specialized casework plan relative to the needs of a particular child, e.g. adolescent, behaviorally disturbed, medically fragile or other unique circumstance.
- 8. To provide TBCH and foster parents with copies of the child's Permanency Plan and visitation agreements.
- 9. To include TBCH and foster parents in all Child and Family Team Meetings for children in their care.
- 10. In the event a child is moved from their homes by DCS to a foster home that is not part of TBCH's Caring Community Ministries, DCS will assist the foster parents in providing transition support for the children being moved from their home.
- 11. To support the foster parents in all appropriate ways including responding to all inquiries within 24-48 hours.
- 12. To work in cooperation and communicate with TBCH in the support of the foster parents in all appropriate ways.

Responsibility of Tennessee Baptist Children's Homes Inc.

The Tennessee Baptist Children's Homes Inc., through its undersigned representative, agrees:

- 1. To support the families it recruits through its Caring Community Ministries.
- 2. To provide pre-service and in-service training to foster parents.

- 3. To consult with the foster parents regularly regarding the child's care, health, education, development, and plan for permanency.
- 4. To provide the foster parents with a Family Service Worker ("FSW").
- 5. To provide binders and other materials to foster parents, and counsel in preparing the child's Life Story Book.
- 6. To plan for visits and other contacts between the child and his birth family.
- 7. To advise the foster parents and DCS of plans for removal of the child in accordance with Department of Children's Services' policy and rules governing such removals; to advise the foster parents when such removal may be appealed and the procedure for filing an appeal.
- 8. To prevent unnecessary moves for the child when possible by providing consultation with the foster parents regarding problems; to give prompt attention to the foster parent's request for removal of the child by immediately scheduling a Child and Family Team Meeting (CFTM) with DCS.
- 9. To participate in any specialized casework plan relative to the needs of any particular child, e.g. adolescent, behaviorally disturbed, medically fragile or other unique circumstance, within the Caring Community Ministries.
- 10. To provide foster parents with copies of the child's Permanency Plan and visitation agreements.
- 11. To include DCS and foster parents in all Child and Family Team Meetings for children in their care.
- 12. In the event a child is moved from one foster home to another foster home within the Caring Community Ministries, TBCH and DCS will assist the foster parents in providing transition support for the child being moved from the home.
- 13. To support the foster parents in all appropriate ways including responding to all inquiries within 24-48 hours.
- 14. To work in cooperation and communicate with DCS in the support of the foster parents in all appropriate ways.

Responsibility of Foster Parents

We, as foster parents, understand and agree:

1. That we will provide a nurturing, caring family life for children placed in temporary foster care when birth parents or relatives are unable to provide such an environment for children.

- 2. That we are responsible to the Tennessee Department of Children's Services and to TBCH, for the child's care, health, education (if the child is of school age), and training during the period the child remains in our home. We agree to discuss all matters pertaining to the child's welfare with the FSWs assigned by TBCH and DCS and to participate in all Child and Family Team Meetings.
- 3. That we will prepare a record of the child's stay in our home and maintain that record as a part of the child's Life Story Book. This may include pictures, mementos, and written records prepared on a regular basis, all of which shall accompany the child upon his or her removal from our home.
- 4. That under no circumstances will we allow anyone other than an authorized representative of the Department or an authorized representative of TBCH, to remove, either temporarily, or permanently, the child from the foster home.
- 5. That in case of serious illness or accident requiring the care of a physician, to notify TBCH immediately. We understand, however, that we are expected to use our own judgment in calling a doctor first in case of an emergency. In case of serious illness of any member of our family, we agree to notify TBCH. In the event we cannot contact TBCH, we agree to contact DCS.
- 6. That we will maintain the confidentiality of all information we receive about the child and his family. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium, or method of communication, provided to the Foster Parent by the State or TBCH or acquired by the Parent on behalf of the State or TBCH shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Foster Parent to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. The Foster Parent obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Foster Parent of this Contract; previously possessed by the Foster Parent without written obligations to the State or TBCH to protect it; acquired by the Foster Parent without written restrictions against disclosure from a third party which, to the Foster Parent's knowledge, is free to disclose the information; independently developed by the Foster Parent without the use of the State's or TBCH's information: or disclosed by the State or TBCH to others without restrictions against disclosure. Nothing in this paragraph shall permit Foster Parent to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Foster Parent due to intentional or negligent actions or inactions or agents of the State, TBCH or third parties. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.
- 7. Foster Parent warrants to the State and TBCH that we are familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying

regulations, and will comply with all applicable HIPAA requirements in the course of this contract. Foster Parent warrants that it will cooperate with the State and TBCH in the course of performance of the contract so that all parties will be in compliance with HIPAA, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations. Foster Parent will sign any documents that are reasonably necessary to keep the State, TBCH and Foster Parent in compliance with HIPAA, including but not limited to business associate agreements.

- 8. That we will not permit the child to leave our home for visits or take the child outside the State without prior approval of the Department and TBCH. We agree to discuss with the FSW in advance any plans regarding a change in our place of residence.
- 9. That we will not accept any other adults or children as continuing members of our household while the Department or TBCH has a child placed in our care without first consulting with TBCH and receiving approval.
- 10. That we will consider the child as a member of the family, and provide care and training as we would for a child in our family. This would include providing transportation for the foster child to routine medical, psychological and educational appointments, visits to birth parents and/or siblings, recreational activities and trips to purchase clothing and supplies to meet the child's needs.
- 11. That we will not attempt to adopt, file a petition to adopt, or take any steps whatsoever to adopt this child unless, after consultation with TBCH and the Department staff, the decision is made that adoption by us is in the child's best interest. It is our understanding, however, that if the child has been in our home for one year and we meet the qualifications required of other adoptive parents, that we will be given first preference for adoption of this child. We understand that until the termination or surrender of parental rights by both birth or adoptive parents is signed by the courts, no child is eligible for adoption.
- 12. That both TBCH and the Department has the right to remove this child from our home at any time in accordance with rules governing such removals. In non-emergency situations such a removal will be preceded by a CFTM. We also agree to notify TBCH when removal of the child is at our request, giving TBCH sufficient time to convene a CFTM should we find that for any reason we couldn't keep the child or properly care for the child.
- 13. That we will not incur any expenses on behalf of the children, for which the Department could be held responsible without prior approval of the Department. This may exclude emergency medical services.
- 14. That we will immediately reimburse the Department any overpayment received for the care of the child.



Termination of this contract shall be effective upon removal of the child by an authorized representative of the Department of Children's Services, an authorized representative of Tennessee Baptist Children's Homes Inc. or upon the violation of the terms of this contract by the foster parents.

Signatures					
By affixing our signatures hereto, both parties affirm the terms of the contract and confidence in each					
other to fulfill the responsibilities thereof.					
Entered into this the Day of	of ,				
PAYEE Foster Parent Signature	Work Telephone Number				
		()			
		Home Telephone Number			
		()			
Foster Co-Parent Signature	Work Telephone Number				
		()			
		Home Telephone Number			
		()			
Tennessee Baptist Children's Ho	Office Telephone Number				
		()			
	After Hours Telephone				
	Number				
		()			
Tennessee Department Children	's Services FSW's Signature	Office Telephone Number			
		()			
	After Hours Telephone				
	Number				
	()				
Tennessee Department Children	Office Telephone Number				
		()			
	After Hours Telephone				
	Number				
		()			
Office Street Address					
City	State	Zip Code			
County	Region				

CONTRACT TERMINATED

Month

Date

Year

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Signature of Family Services Worker

Signature of Supervisor

Tennessee Baptist Children's Homes Representative's Signature

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Date

Date

Date