

**Appendix A**  
**Sample Contract for PCSAs and Providers of**  
**Child Placement and Related Services**

This Contract is entered into by and between the \_\_\_\_\_, a Title IV-E Agency, hereinafter “Agency” whose address is \_\_\_\_\_, Ohio, and \_\_\_\_\_ hereinafter “Provider” whose address is \_\_\_\_\_. This contract sets forth the terms and conditions between the parties for placement and related services for children who are in the care and custody of the Agency.

**RECITALS**

Whereas, the Agency is responsible under Chapter 5153. Ohio Revised Code (ORC) for the custody and care of, and protective services for dependent, neglected and abused children; and,

Whereas, the Agency is authorized under Chapter 5153. Ohio Revised Code to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

Whereas, the Provider is an organization incorporated under the laws of the State of Ohio or other state; and is licensed, certified or approved to provide placement and related services to children in accordance with Ohio laws or the state where the placement facility or foster home is located,

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

**ARTICLE I**  
**DEFINITIONS GOVERNING THIS CONTRACT**

The following definitions shall govern this Contract:

- A. IV-E Allowable Costs means those costs as specified in accordance with 5101:2-47-11(C) and 5101:2-47-25 of the Ohio Administrative Code.
- B. IV-E Unallowable Costs means those cost as specified in accordance with 5101:2-47-11(C) and 5101:2-47-26 of the Ohio Administrative Code.
- C. C.F.R. means Code of Federal Regulations.
- D. Administration Costs means those costs as specified in 45 C.F.R. 1356.60.

- E. Maintenance Costs means those costs as specified in 42 U.S. Code 675 (4) (A).
- F. Foster Home means a licensed private residence in which children are received apart from their parents, guardian, or legal custodian, by an individual reimbursed for providing the children nonsecure care, supervision, or training twenty-four (24) hours a day seven (7) days a week. Foster Home does not include care provided for a child in the home of a person other than the child's parent, guardian, or legal custodian while the parent, guardian, or legal custodian is temporarily away. (1) Family Foster Homes, (2) Preadoptive Infant Foster Homes and (3) Specialized Foster Homes are types of foster homes.
- G. Family foster home means a foster home that is not a specialized foster home.
- H. Specialized Foster Home means a medically fragile foster home or a treatment foster home.
- (1) Medically Fragile Foster Home means a foster home that provides specialized medical services designed to meet the needs of children with intensive health care needs who meet all of the following criteria:
- (a) under rules adopted by the Ohio Department of Job and Family Services (ODJFS) governing payment under Ohio Revised Code Chapter 5111. for long-term care services the children require a skilled level of care;
  - (b) the children require the services of a doctor of medicine or osteopathic medicine at least once a week due to the instability of their medical conditions;
  - (c) the children require the services of a registered nurse on a daily basis;
  - (d) the children are at risk of institutionalization in a hospital, skilled nursing facility, or intermediate care facility for the mentally retarded.
- (2) Treatment Foster Home means a foster home that incorporates special rehabilitative services designed to treat the specific needs of the children received in the foster home and that receives and cares for children who are emotionally or behaviorally disturbed, chemically dependent, mentally retarded, or developmentally disabled, or who otherwise have exceptional needs.
- I. Generally Accepted Accounting Principles has the meaning specified in generally accepted auditing standards issued by the American Institute of Certified Public Accountants (AICPA).
- J. Government Auditing Standards means generally accepted government auditing standards issued by the Comptroller General of the United States.

- K. Office of Management and Budget (OMB) Circular A-110. Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations. This Circular sets forth standards for obtaining consistency and uniformity among Federal agencies in the administration of grants to and agreements with institutions of higher education, hospitals and other non-profit organizations.
- L. Office of Management and Budget (OMB) Circular A-122. Cost Principles for Non-Profit Organizations.
- M. Office of Management and Budget (OMB) Circular A-87. Cost Principles for State, Local and Indian Tribal Governments.
- N. Office of Management and Budget (OMB) Circular A-133. Audits of States, Local Government and Non-Profit Organizations.

**ARTICLE II  
SCOPE OF PLACEMENT SERVICES**

- A. Provider agrees to provide placement and related services for children in the care and custody of the PCSA as consistent with current state and federal laws, federal and state regulations, and those PCSA's policies and procedures that have been made available to the Provider.

**ARTICLE III  
CONTRACT TERM**

- A. This Contract is in effect from \_\_\_\_\_, \_\_\_\_\_, through \_\_\_\_\_, \_\_\_\_\_, unless this Contract is suspended or terminated pursuant to ARTICLE V prior to the termination date.

**ARTICLE IV  
REIMBURSEMENT FOR PLACEMENT AND RELATED SERVICES**

- A. The maximum amount payable pursuant to this contract is \$\_\_\_\_\_ and no cents (\_\_\_\_\_) for placement and related services. However, it is understood that the actual amount paid may be less, based upon services provided and reports received.
- B. Agency agrees to pay Provider on the basis of a daily per diem for the placement for each child as identified in each child's Individual Child Care Agreement.
- C. Agency will pay for the first day that the child is in placement regardless of the number of hours associated with that day. Agency will not pay for the last day that the child is in placement regardless of the number of hours associated with that day.

- D. Provider will submit to the Agency on a monthly basis, a detailed invoice for placement and services specifically delivered on behalf of the child. All invoices shall include the following information:
1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E provider number, if applicable and Medicaid provider number, if applicable.
  2. Billing date and the billing period;
  3. Name of child, date of birth of child, child's FACSIS case number, and child's social security number, if available;
  4. Admission date and discharge date, if available;
  5. PCSA number, (if any);
  6. Per diem cost and per diem reimbursement for the following categories:
    - A. Maintenance
    - B. Administration
    - C. Case Management
    - D. Transportation
    - E. Other Direct Services (e.g., special diets, clothing, insurance, respite care)
    - F. Behavioral Healthcare
    - G. Other costs - (any other cost the PCSA has agreed to participate in)
- E. Subject to the provisions of ORC Sections 307.01, 329.02 and 2151.01, which shall at all times govern this Contract, Agency represents: (1) that it has adequate funds to meet its obligations under this Contract; (2) that it intends to maintain this Contract for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and (3) that it will use its best effort to obtain the appropriation of any necessary funds during the term of this Contract. It is understood by Provider that availability of funds is contingent on appropriations made by the County, State and Federal government.

**ARTICLE V**  
**TERMINATION; BREACH AND DEFAULT**

- A. This Contract may be terminated in advance of its specified term by either the Agency or the Provider upon written notification given thirty (30) days in advance of termination sent by certified mail, return receipt requested, to the first known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing. All monies due the Provider from the Agency will be paid at the time of such termination.
- B. Notwithstanding ARTICLE V, Section A, the Agency may terminate this Contract immediately upon delivery of written notice to the Provider if the Agency discovers illegal conduct on the part of Provider involving the health, safety or welfare of the child, any violation of ARTICLE X of the Contract, or loss of funding as set forth in ARTICLE IV.

- C. Provider, upon receipt of notice of termination, agrees that it will cease work on the terminated activities under this Contract, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of receipt of notice of termination describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require.
- D. In the event of termination under this ARTICLE V, both Provider and Agency shall use all good faith efforts to minimize adverse affect on the child by the loss of the Contract. At all times the best interest of the children shall guide the parties' actions.
- E. In the event of termination under this ARTICLE V, the Provider will be entitled to reimbursement, upon submission of a proper invoice, for the cost incurred prior to receipt of notice of termination. The reimbursement will be calculated by the Agency based on the rate set forth in ARTICLE IV. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for cost incurred by the Provider subsequent to the date of receipt of notice of termination.
- F. Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned.
- G. If the Agency or Provider fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by the Agency is not effective unless it is in writing signed by the Agency director or designee.

**ARTICLE VI**  
**PROVIDER RESPONSIBILITIES**

- A. Provider agrees to participate with Agency in the development and implementation of the case plan for the child in placement with the Provider. The Agency shall provide a copy of the case plan to the Provider within 30 days of placement or within a reasonable time thereafter as agreed to by the parties.

- B. Provider agrees that it will not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, the executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serves as an officer or employee; unless the services or goods involved are provided at a competitive cost and under terms favorable to the Provider. The Provider shall make written disclosure, in the minutes of the board, of any and all financial transactions of the Provider in which a member of the board of his/her immediate family is involved. Provider agrees to adhere to the requirements of rule 5101:2-47-261(F) of the Ohio Administrative Code as it relates to this provision.
- C. Provider agrees to submit a monthly progress report as negotiated by the parties for each child no later than the \_\_\_\_ day of each month to be submitted with the monthly invoice. The progress report will be based on the child's case plan and should include documentation of services provided to the child. Failure to submit the progress report along with the monthly invoice will result in a delay of payment, until such time that the Provider comes into compliance.
- D. Provider agrees that while Provider may have input into the development of the child's case plan, that and all disputes regarding services or placement shall be resolved through a joint case conference. Provider agrees that Agency is the final authority.
- E. Provider agrees that child will not be moved to another foster home or other out-of-home care setting within the Provider's network without prior notification to the Agency, except in an emergency situation. In such cases, notification must occur within forty-eight (48) hours. Provider also agrees to notify the Agency, when and if any of the following safety conditions exists: (1) the child is absent without leave, (2) the child received emergency treatment from a medical professional, (3) the child is involved in a critical incident, (4) the child is a victim or perpetrator of an assault, (5) the child's medication has changed, (6) the child is suspended or expelled from school, (7) the filing of any law enforcement report involving the child or (8) when physical restraint is used/applied.
- F. Provider agrees to submit each child's assessment and treatment plans within thirty days of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community based-school or vocational/job skills training, community service activities, monitoring and supporting community adjustment. Provider will submit said documentation with that month's invoice.
- G. Provider agrees to participate in joint planning with the Agency regarding modification to the case plan.
- H. Provider agrees that for each child who is being terminated from substitute care to submit a discharge summary with that month's invoice or within 20 days following discharge, whichever is greater.

- I. Provider agrees to provide additional services as agreed to in the case plan (i.e., transportation of children for routine services, including, but not limited to, court hearings, visitations, family visits, medical appointments, school, therapy, recreational activities, as provided in the Individual Child Care Agreement).
- J. Provider agrees to notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty five (45) days prior to the occurrence.

**ARTICLE VII  
AGENCY RESPONSIBILITIES**

- A. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review and revision.
- B. Agency agrees to arrange for the transfer of each child's school records to the child's new school within ten calendar days.
- C. Agency agrees to provide a copy of the social history, medical history, and Medicaid card within thirty (30) calendar days of the first day of placement.
- D. Agency agrees to review the Provider's Invoice for completeness before making reimbursement. Any undisputed Invoice received within the time frame specified by the Agency will be promptly paid to the Provider within forty-five (45) days of receipt. Failure of the Agency to comply with the prompt payment requirement will be part of the grievance process.
- E. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.

**ARTICLE VIII  
PROVIDER ASSURANCES AND CERTIFICATIONS**

Provider certifies that all services provided under this contract will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color or national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color or national origin of the adoptive or foster parent or of the child involved.

- F. Provider certifies compliance with Ohio Revised Code, Section 2151.86 concerning criminal records check.
- G. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.

- H. Provider certifies compliance with 45 C.F.R. Part 80, Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- I. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- J. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- K. Provider certifies compliance with the American with Disabilities Act, Public Law 101-226.
- L. Provider certifies compliance with all local, state and Federal laws prohibiting discrimination.
- M. Provider certifies that it will provide a copy of its license(s) or an ODJFS letter extending a previous license, to the Agency prior to the signing of the contract.
- N. Provider certifies that it will seek to maintain its license, and that upon receipt of the renewal of its license or upon receipt of an ODJFS letter extending a previous license, a copy of the license will be provided to the Agency within five business days.
- O. Provider certifies that it will notify Agency within 24 hours if it receives any status other than full licensure.
- P. Provider certifies that it will not deny or delay services to eligible persons because of the persons race, color, religion, national origin, gender, orientation, disability or age.

**ARTICLE IX**  
**RECORDS RETENTION REQUIREMENTS**

- A. Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code requirements, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and client used by Provider in the performance of this Contract are treated according to the following terms:



- (1) All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all deliverables submitted to the Agency pursuant to this Contract will be retained and made available by the Provider for inspection and audit by the Agency other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services for a minimum of three years after reimbursement for services rendered under this Contract.
  - (2) If an audit, litigation, or other action is initiated during the time period of the agreement, the Provider shall retain such records until the action is concluded and all issues resolved or the three years have expired, whichever is later.
- B. Provider agrees that it will not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of the Agency. Provider further agrees to maintain the confidentiality of all children and families served. No information on children served will be released for research or other publication without the express written consent of the Agency Director.
- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.
- D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination within a reasonable period of time, but not later than sixty days, after a written request has been made.

## **ARTICLE X INDEPENDENT CONTRACTOR**

- A. Provider agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Provider also agrees that, as an independent contractor, Provider assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative.

**ARTICLE XI  
LIMITATION OF LIABILITY**

- A. The Agency's maximum liability under this contract is limited to the total dollar amount specified in Article IV(B) above, provided that this amount is appropriated and certified as available in accordance with Revised Code 5101.41 (D)(1).

**ARTICLE XII  
AUDITS**

- A. The Provider shall conduct or cause to be conducted an annual independent audit of its financial statement in accordance with the requirements specified in the rules 5101:2-47-231, 5101:2-47-261 and 5101:2-47-262 of the Ohio Administrative Code. If the Provider is an Ohio Title IV-E Provider then the Provider shall also conduct or cause to be conducted an annual independent audit of its Title IV-E cost report. The audit of the cost report shall be conducted in accordance with Government Auditing Standards (GAS) and shall express an opinion on the financial statements and a report on compliance and internal control over financial reporting. A copy of the annual audit report shall be filed with the Agency at the time that Provider files its cost report with the ODJFS pursuant to the cost report filing schedule set forth in rule 5101:2-47-261 of the Ohio Administrative Code.
- B. The Agency shall be responsible for receiving, replying to and arranging compliance with any audit exception found by any state or federal audit of this agreement as it pertains to federal, state or county funding of this contract. The Agency shall notify the Provider within five business days of any adverse findings against the Provider. Upon receipt of notification by the Agency, Provider shall fully cooperate with the Agency or other party having jurisdiction and timely prepare and send to the Agency its written response to the audit exception.
- C. The Provider shall be liable for any audit finding(s) that results solely from its acts or omissions in the performance of this contract. The Agency shall be liable for any audit findings that result solely from its acts or omissions in the performance of this contract. In the event that the audit findings results from the acts or omissions of both the Agency and the Provider, the financial liability for the audit finding shall be shared by the parties in proportion to their relative fault.
- D. For the purpose of this section, the term "audit finding" shall include federal disallowance and deferrals, or any financial penalties assessed by ODJFS pursuant to rule 5101:2-33-19 of the Administrative Code.
- E. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following publications:

- (1) Office of Management and Budget Circular A-122, Cost Principles for Non-Profit Organizations,
- (2) Office of Management and Budget Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations,
- (3) Where applicable, Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Government,
- (4) Where applicable, Office of Management and Budget Circular A-133, Audits of States, Local Government and Non-Profit Organization
- (5) Ohio Administrative Code rule 5101:2-47-11(C), Allowable and Unallowable Cost Guidelines,
- (6) Ohio Administrative Code rule 5101:2-47-25 Foster Care Maintenance Rate Setting: Allowable Cost for Use in Completing the ODJFS 02909 Residential Child Care Facility Cost Report and the ODJFS 02910 Purchased Family Foster Care Cost Report.
- (7) Ohio Administrative Code Section 5101:2-47-26, Foster Care Maintenance Rate Setting: Unallowable Costs for Use in Completing the ODHS 02909 Residential Child Care Facility Cost Report and the ODHS 02910 Purchased Family Foster Care Cost Report.
- (8) If reporting requirements are not addressed in either of the above mentioned publications, then Provider shall adhere to generally accepted accounting principles reporting requirements.
- (9) If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with the Ohio Department of Job and Family Services (ODJFS). Failure to timely file the Title IV-E cost report will result in a financial penalty of \_\_\_\_\_. This penalty is designed to off-set any cost the Agency may incur during the time period that the Provider is without a Title IV-E rate.

F. If Provider receives a special audit as described in Chapter 117.13(B) of the Ohio Revised Code, then the following applies: Any costs of an audit of the provider receiving public money for its use shall be charged to the public office providing public money in the same manner as an audit of the public office except in the following circumstances:

- (1) If an audit of a provider receiving public money from a PCSA for providing child welfare or child protection services sets forth that the money has been illegally expended, converted, misappropriated, or is unaccounted for, the cost of the audit shall be charged to the provider being audited in the same manner as costs of an audit of a public office, unless the findings are inconsequential, as defined by Government Auditing Standards.

(2) If such an audit does not set forth that money has been illegally expended, converted, misappropriated, or is unaccounted for or sets forth findings that are inconsequential, as defined by Government Auditing Standards, the cost of the audit shall be charged as follows:

- (a) one-third of the costs to the Provider being audited,
- (b) one-third of the costs to the Agency that provided the public money to the Provider being audited.
- (c) one-third of the costs to the Ohio Department of Job and Family Services.

**ARTICLE XIII  
GRIEVANCE /DISPUTE RESOLUTION PROCESS**

A. The Agency and Provider agree to be bound by the Grievance/Dispute Resolution process as negotiated between the parties and provided to each in writing.

**ARTICLE XIV  
AMENDMENTS**

B. This writing constitutes the entire agreement between the parties with respect to all matters herein. This contract may be amended only by a writing signed by both parties; however, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this contract, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this contract will be incorporated into this contract by written amendment signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this contract is prospective in nature.

**ARTICLE XV  
NOTICE**

- A. Notice to the Agency regarding any of the terms and conditions of this contract should be provided to the Agency's Executive Director at \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_, Ohio.
- B. Notice to the Provider regarding any of the terms and conditions of this contract should be provided to the Corporate President at \_\_\_\_\_, \_\_\_\_\_.

**ARTICLE XVI  
CONSTRUCTION**

- A. This contract shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this contract be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the contract impossible.

IN WITNESS WHEREOF, the parties have executed this contract as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

PROVIDER: _____	_____
PRINT NAME	SIGNATURE                      DATE

AGENCY: _____	_____
PRINT NAME	SIGNATURE                      DATE

**MODEL  
INDIVIDUAL CHILD CARE AGREEMENT (ICCA)  
PURCHASED FAMILY FOSTER CARE**

**INSTRUCTIONS:** The Individual Child Care Agreement should be completed as soon as possible, but no later than seven (7) days after the child's placement. See Ohio Administrative Code rule 5101:2-42-90 for more information regarding the elements of the ICCA.

This agreement is entered into on \_\_\_\_\_, \_\_\_\_\_, 2001, by and between the Agency and Provider listed below for the placement services to \_\_\_\_\_ a minor child in the custody of the Agency.

Agency Name: \_\_\_\_\_  
 Address, City, State, Zip Code: \_\_\_\_\_  
 Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
 Representative \_\_\_\_\_ Emergency Telephone Number \_\_\_\_\_  
 Email address: \_\_\_\_\_

Provider Name: \_\_\_\_\_  
 Address, City, State, Zip Code: \_\_\_\_\_  
 Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
 Representative \_\_\_\_\_ Emergency Telephone Number \_\_\_\_\_  
 Email address: \_\_\_\_\_

Child's Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_

Total Reimbursement Per Diem for services rendered:	\$ _____
Maintenance	\$ _____
Administration	\$ _____
Case Management	\$ _____
Transportation	\$ _____
Other Direct Services (e.g., special diets, clothing, insurance, respite)	\$ _____
Behavioral Health Care	\$ _____
Other Costs (any other cost the Agency has agreed to participate in)	\$ _____
<b>Total</b>	<b>\$=====</b>

- The reimbursement rate stipulated above will be in effect for the duration of the placement unless amended by a subsequent Individual Child Care Agreement.
- The Purchased Family Foster Care Provider is required to pay the Substitute Caregiver 100% of the maintenance per diem.



**CLOTHING:**

Agency shall provide \_\_\_\_\_ for the child. Substitute Caregiver shall provide additional clothing during the placement period and send all clothing with the child at the end of the placement period.

**CHILD CARE:** If child care is used more than nine hours per week, care shall be provided by \_\_\_\_\_, over age 18: \_\_\_\_ Yes \_\_\_\_ No.

Child Care expenses are to be paid as follows: \_\_\_\_\_.

In case of emergency, child care shall be provided by \_\_\_\_\_. Child may be left unattended for no more than \_\_\_\_ hours. Child Care arrangement shall be made in cooperation with the Agency, Provider and Substitute Caregiver.

Itemization of services to be provided by the Substitute Caregiver: \_\_\_\_\_

**EDUCATIONAL INFORMATION:**

Child will attend \_\_\_\_\_ and will  
\_\_\_ walk to school \_\_\_ ride the bus \_\_\_ be transported by Substitute Caregiver, \_\_\_\_\_.

Child is in the \_\_\_\_\_ grade.

Child is performing \_\_\_\_ at grade level, \_\_\_ above grade level \_\_\_\_\_ below grade level

The school shall bill the \_\_\_\_\_ for supplies, fees, books, etc.

Tuition will be paid by \_\_\_\_\_.

**EDUCATIONAL GOALS AND INSTRUCTIONS:** \_\_\_\_\_

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If child is performing below grade level explain what action will be taken to improve the child's performance \_\_\_\_\_.

**CASE PLAN GOALS:**      \_\_\_ Reunification      \_\_\_ Independent Living      \_\_\_ Adoption  
                                 \_\_\_ Permanent Alternative Placement, excluding Adoption

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**DISCIPLINE:** Substitute Caregiver shall provide humane, instructive discipline appropriate to the child's age and functioning level. Substitute Caregiver shall not use as discipline: verbal abuse, derogatory remarks about the child, his/her family, race or religion. There shall be no threat of physical punishment or the denial of parental visits or communications as punishment.

**HISTORY AND BACKGROUND INFORMATION KNOWN ABOUT THE CHILD**

1. Positive Attributes, Characteristics \_\_\_\_\_
2. Physical, Intellectual and Social Development \_\_\_\_\_
3. Immediate Health Needs and Current Medications \_\_\_\_\_
4. Psychiatric and/or Psychological Evaluations of the child as needed \_\_\_\_\_
5. Attachment and bonding of the child to Substitute Caregiver and Siblings \_\_\_\_\_
6. Current and past history of abuse or neglect \_\_\_\_\_
7. If child has been adjudicated delinquent as pursuant to OAC rules, provide a description of the action which resulted in the child being found delinquent and the disposition made by the Court \_\_\_\_\_
8. Information on any other violent acts committed by the child of which the Agency or Provider has knowledge \_\_\_\_\_
9. Any additional information regarding the child's need for placement \_\_\_\_\_

**RIGHTS AND RESPONSIBILITIES OF THE AGENCY:** \_\_\_\_\_

**RIGHTS AND RESPONSIBILITIES OF THE PROVIDER:** \_\_\_\_\_

**RIGHTS AND RESPONSIBILITIES OF THE SUBSTITUTE CAREGIVER:**  
\_\_\_\_\_ (Provider agrees to notify Substitute Caregiver of his/her rights and responsibilities).

**REPORTING REQUIREMENTS:** For a child in the custody of an Agency, the Substitute Caregiver and Provider assure that all applicable data to enable the Agency to report to ODJFS all information required by Section 479 of the Social Security Act (42 USC Section 679) and 45 CFR Parts 1355, 1356 and 1357 for the Adoption and Foster Care Analysis and Reporting System (AFCARS) will be provided to the Agency having custody of the child by the Substitute Caregiver or Provider.

**AMENDMENTS:** This writing constitutes the entire agreement between the parties with respect to all matters herein. This ICCA may be amended only by a writing signed by the two parties. However, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this ICCA, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of the ICCA will be incorporated into this ICCA by written amendment signed by both parties and effective as the date of enactment of the law, statute or regulation. Any other written amendment to this ICCA is prospective in nature.

CONSTRUCTION: This ICCA shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this ICCA be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this ICCA is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the ICCA impossible.

**SIGNATURE OF THE PARTIES:**

We hereby agree to the terms and conditions of this Individual Child Care Agreement.

PROVIDER: \_\_\_\_\_

Print Name and Title

\_\_\_\_\_ Date: \_\_\_\_\_

Signature

AGENCY: \_\_\_\_\_

Print Name and Title

\_\_\_\_\_ Date: \_\_\_\_\_

Signature

**MODEL  
INDIVIDUAL CHILD CARE AGREEMENT (ICCA)  
GROUP, RESIDENTIAL AND INSTITUTIONAL SERVICES**

**INSTRUCTIONS:** The Individual Child Care Agreement should be completed as soon as possible, but no later than seven (7) days after the child's placement. See Ohio Administrative Code rule 5101:2-42-90 for more information regarding the elements of the ICCA.

This agreement is entered into on \_\_\_\_\_, \_\_\_\_\_, 2001, by and between the parties listed below for placement services to \_\_\_\_\_, a minor child in the custody of the Agency.

Agency Name: \_\_\_\_\_  
 Address, City, State, Zip Code: \_\_\_\_\_  
 Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
 Representative \_\_\_\_\_ Emergency Telephone Number \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Provider Name: \_\_\_\_\_  
 Address, City, State, Zip Code: \_\_\_\_\_  
 Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
 Representative \_\_\_\_\_ Emergency Telephone Number \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Child's Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_

Reimbursement: Total Reimbursement Per Diem for services rendered: \$ \_\_\_\_\_

Maintenance	\$ _____
Administration	\$ _____
Case Management	\$ _____
Transportation	\$ _____
Other Direct Services (e.g., special diets, clothing, insurance, respite)	\$ _____
Behavioral Health Care	\$ _____
Other Costs (any other cost the Agency has agreed to participate in)	\$ _____
Total	\$ =====

The reimbursement rate stipulated above will be in effect for the duration of the placement unless amended by a subsequent Individual Child Care Agreement.

ESTIMATED LENGTH OF STAY: \_\_\_ Up to 3 months    \_\_\_ 3 to 6 months \_\_\_ 6 to 12 months  
 \_\_\_ 12 to 18 months    \_\_\_ 18 to 24 months  
 \_\_\_ over 24 months

FAMILY VISITS: Persons who will visit the Child: (check all that apply)

\_\_\_ Father \_\_\_ Mother \_\_\_ Sister \_\_\_ Brother \_\_\_ Grandparents \_\_\_  
Other \_\_\_\_\_

FREQUENCY OF VISITS: \_\_\_\_\_

LOCATION OF VISITS: \_\_\_\_\_

TRANSPORTATION TO FAMILY VISITS PROVIDED BY \_\_\_\_\_

OTHER VISITS: With Agency's approval, child will be allowed to overnight visits with  
\_\_\_\_\_ (person's name).

LOCATION OF OVERNIGHT VISITS: \_\_\_\_\_

NON-EMERGENCY MEDICAL: The Provider is responsible for child receiving routine medical care including transportation to medical, dental, and optical care and administering prescription medicine to child. Doctor to be used: \_\_\_\_\_, Dentist to be used: \_\_\_\_\_  
Optometrist to be used \_\_\_\_\_.

EMERGENCY MEDICAL NEEDS: The Provider will transport child to child's physician or if unavailable, the hospital emergency room shall be used and the Provider shall notify the Agency as soon as possible. At the time of treatment, please present medical (Medicaid) card. If there is no medical card, please have practitioner bill \_\_\_\_\_, Agency, \_\_\_\_\_, Ohio \_\_\_\_\_.

#### SPECIAL NEEDS

Special Medical Instructions: \_\_\_\_\_

Special Dietary Instructions: \_\_\_\_\_

Special Psychological Instructions: \_\_\_\_\_

Special Therapy Instructions: \_\_\_\_\_

Special Learning Disabilities Instructions: \_\_\_\_\_

Special Tutoring Instructions: \_\_\_\_\_

AVAILABLE INFORMATION ABOUT CHILD: Health problems, medications, allergies to medication, other allergies, behavior characteristics and needs: \_\_\_\_\_  
\_\_\_\_\_

CHILD CARE: If child care is used more than nine hours per week, care shall be provided by \_\_\_\_\_, over age 18: \_\_\_ Yes \_\_\_ No.

Child Care expenses are to be provided by the Provider.

In case of emergency, child care shall be provided by \_\_\_\_\_. Child may be left unattended for no more than \_\_\_\_\_ hours. Child Care arrangement shall be made in cooperation with the Agency and the Provider.

Itemization of services to be provided by the Provider: \_\_\_\_\_

**EDUCATIONAL INFORMATION:**

Child will attend \_\_\_\_\_ and will  
\_\_walk to school \_\_ride the bus \_\_be transported by \_\_\_\_\_.

Child is in the \_\_\_\_\_ grade.

Child is performing \_\_\_\_ at grade level, \_\_\_\_ above grade level \_\_\_\_ below grade level

The school shall bill \_\_\_\_\_ for supplies, fees, books, etc.

Tuition will be paid by \_\_\_\_\_.

**EDUCATIONAL GOALS AND INSTRUCTIONS:** \_\_\_\_\_

\_\_\_\_\_

If child is performing below grade level explain what action will be taken to improve the child's performance \_\_\_\_\_.

CASE PLAN GOALS: \_\_\_Reunification \_\_\_Independent Living \_\_\_Adoption  
\_\_\_Permanent alternative placement, excluding adoption

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DISCIPLINE:** Provider agrees to provide humane, instructive discipline appropriate to the child's age and functioning level. Provider shall not use as discipline: verbal abuse, derogatory remarks about the child, his/her family, race or religion. There shall be no threat of physical punishment or the denial of parental visits or communications as punishment.

**HISTORY AND BACKGROUND INFORMATION KNOWN ABOUT THE CHILD**

1. Positive Attributes, Characteristics \_\_\_\_\_
2. Physical, Intellectual and Social Development \_\_\_\_\_
3. Immediate Health Needs and Current Medications \_\_\_\_\_
4. Psychiatric and/or Psychological Evaluations of the child as needed \_\_\_\_\_
5. Attachment and bonding of the child to Siblings \_\_\_\_\_
6. Current and past history of abuse or neglect \_\_\_\_\_
7. If child has been adjudicated delinquent as pursuant to OAC rules, provide a description of the action which resulted in the child being found delinquent and the disposition made by the Court  
\_\_\_\_\_
8. Information on any other violent acts committed by the child of which the Agency or Provider has knowledge. \_\_\_\_\_
9. Any additional information regarding the child's need for placement \_\_\_\_\_  
\_\_\_\_\_

**RIGHTS AND RESPONSIBILITIES OF THE AGENCY** \_\_\_\_\_

**RIGHTS AND RESPONSIBILITIES OF THE PROVIDER** \_\_\_\_\_

**REPORTING REQUIREMENTS:** For a child in the custody of an Agency, the Provider assures that all applicable data to enable the Agency to report to the Ohio Department of Job and Family Services all information required by Section 479 of the Social Security Act (42 USC Section 679) and 45 CFR Parts 1355, 1356 and 1357 for the Adoption and Foster Care Analysis and Reporting System (AFCARS) will be provided to the Agency having custody of the child.

**AMENDMENTS:** This writing constitutes the entire agreement between the parties with respect to all matters herein. This ICCA may be amended only by a writing signed by all three parties; however, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this ICCA, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of the ICCA will be incorporated into this ICCA by written amendment signed by both parties and effective as the date of enactment of the law, statute or regulation. Any other written amendment to this ICCA is prospective in nature.

**CONSTRUCTION:** This ICCA shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this ICCA be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this ICCA is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the ICCA impossible.

SIGNATURE OF THE PARTIES:

We hereby agree to the terms and conditions of this Individual Child Care Agreement.

PROVIDER: \_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_ Date: \_\_\_\_\_  
(SIGNATURE)

AGENCY: \_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_ Date: \_\_\_\_\_  
(SIGNATURE)

**MODEL INVOICE**  
**REIMBURSEMENT FOR PLACEMENT AND RELATED SERVICES**

NOTE: This invoice is required for all placement services without regard to whether the child is Title IV-E eligible or not.

**TO:** Agency Name: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

**FROM:** Provider Name: \_\_\_\_\_  
Provider Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Federal Tax Identification Number: \_\_\_\_\_  
Title IV-E Provider Number: \_\_\_\_\_

**RE: BILLING FOR PLACEMENT SERVICES PROVIDED ON BEHALF OF:**

Name of the Child: \_\_\_\_\_  
Child's Date of Birth: \_\_\_\_\_  
Child's FACSIS Case Number: \_\_\_\_\_  
Child's Social Security Number (if available) \_\_\_\_\_  
PCSA Case Number (if any) \_\_\_\_\_  
Admission Date: \_\_\_\_\_ Discharge Date \_\_\_\_\_  
Billing Date: \_\_\_\_\_  
Billing Period: From \_\_\_\_\_ to \_\_\_\_\_  
Total Amount Due: \$ \_\_\_\_\_

Maintenance	\$ _____
Administration	\$ _____
Case Management	\$ _____
Transportation	\$ _____
Other Direct Services (e.g., special diets, clothing, insurance, respite)	\$ _____
Behavioral Health Care	\$ _____
Other Costs (any other cost the Agency has agreed to participate in)	\$ _____
<b>Total</b>	<b>\$=====</b>

\*Please explain other costs in detail: \_\_\_\_\_

**Certification by the Provider:**

I certify that the above mentioned information is true, correct and accurate and that we have adequate and sufficient documentation to support the above mentioned claim and that the reimbursement claimed is based on cost allowable under A-122, A-110, and A-87 as applicable.

Provider Name \_\_\_\_\_ Date \_\_\_\_\_

Print Officer Name and Title \_\_\_\_\_

Officer Signature and Date \_\_\_\_\_