

# PLACEMENT AGREEMENT



This agreement authorizes the placement of \_\_\_\_\_  
(student's name) at Hillcrest Educational Centers, Inc. ("Hillcrest").

I/We, \_\_\_\_\_, the parent(s)/guardian(s)/custodial  
agency of \_\_\_\_\_ (student's name),  
understand that the following provisions of this Agreement will be binding.

## I. STATEMENT OF PURPOSE

Hillcrest's primary purpose is to provide care and treatment for the children residing in our programs. For all students, the goal of treatment is discharge to a less restrictive setting. Wherever possible, Hillcrest works toward reintegration of its' students into their families or communities, or into new families or communities when required.

There are four Hillcrest programs that serve students with psychiatric and behavior disorders. **Brookside** in Great Barrington serves psychiatrically involved adolescent males between the ages of 12 to 18, who are mildly retarded to above average intelligence, and who require relatively short-term treatment (12-18 months). **Highpoint** in Lenox specializes in the treatment of males aged 11 through 17 who are mildly retarded to above average intelligence and who exhibit sexually abusive behaviors, behaviors that pose a potential risk to the safety of others. **Hillcrest Center** in Lenox specializes in the treatment of boys and girls between the ages of 6 and 14 who are mildly retarded to above average intelligence, and who have severe psychiatric, emotional and behavior disorders. The **Intensive Treatment Unit** (ITU) in Hancock is an eight-bed, acute care treatment program that provides crisis stabilization and hospital diversion services including medication stabilization, diagnostic and assessment services. The ITU serves boys and girls who are mildly retarded to above average intelligence, ages 6 through 17, for 30 to 90 days. With one to one staffing available for every child, the ITU ensures a highly structured, supervised treatment program. The ITU also serves as a hospital diversion program for the students in the Hillcrest system should they show severely regressive behaviors.

It is understood that \_\_\_\_\_ (student's name) is  
residing/will reside at Hillcrest's \_\_\_\_\_ campus. However, Hillcrest may  
request the transfer of the student to another campus with mutual acceptance of all parties  
concerned. In the event of such a transfer, it is understood that all terms of this Placement  
Agreement remain in effect.

# ***PLACEMENT AGREEMENT***

It is also understood that Hillcrest is a non-secure setting. While Hillcrest endeavors to provide a safe and appropriate staffing level, consistent with the requirements of state licensing agencies, Hillcrest does not offer locked units. Consequently, no representations are made by Hillcrest that it will be able to absolutely prevent all unauthorized departures by students. By executing this agreement, the signatories indicate that they are fully familiar with the Hillcrest program and that they understand that their child/ward is properly served in a non-secure setting.

## **II. TERMS OF PAYMENT**

Hillcrest will be reimbursed by \_\_\_\_\_  
(reimbursing party), which party is a signatory to this agreement and bound by its provisions, for services provided to \_\_\_\_\_ (student's name),  
at the approved current rate set by the Operational Services Division ("the Division") of the Commonwealth of Massachusetts. The costs of any other items or services not covered by the rate set by the Commission shall be borne by the funding agency and/or by the parent/guardian, and not by Hillcrest. Such costs not covered by said rate include, but are not limited to the following:

- A. Any and all medications and medically recommended devices not covered by an insurance provider; any and all medical and/or dental costs incurred as a result of a lapse in or cancellation of health and/or dental insurance; any and all medical or dental treatment not covered by insurance; any co-payment for medical or dental treatment.
- B. Long distance transportation costs pertaining to extraordinary medical treatments.
- C. Clothing, gifts and miscellaneous personal items.
- D. Any and all costs incurred as a result of any legal action instituted on behalf of the child/ward (e.g., Guardianship Hearings, Substituted Judgment actions, etc), including, without limitation, any and all counsel fees.

## **III. 30 DAY WITHDRAWAL NOTIFICATION**

**Hillcrest Educational Centers, Inc. requires a thirty (30) day notice of the withdrawal of any student unless circumstances warrant an emergency discharge.** In the event that the student is withdrawn prior to 30 days, the party which is responsible for payment under this agreement acknowledges that it will pay the per diem rate for any withdrawal prior to the 30 days.

# ***PLACEMENT AGREEMENT***

## **IV. PROVISION OF DIRECT SERVICES**

All direct services, as set forth in \_\_\_\_\_  
(student's name) Individual Education Plan or Comprehensive Treatment Plan, including educational services, social services, routine health care services (on grounds), individual counseling and group therapy will be provided by Hillcrest.

Assigned clinical staff at Hillcrest will maintain contact with the family/guardian(s) on a reasonable basis through telephone calls and mail correspondence. Assigned clinical staff are available to discuss family issues which directly affect the student and his/her family. Counseling and assistance regarding \_\_\_\_\_ 's (student's name) program will be provided to his/her parent(s)/guardian(s) by Hillcrest's clinical staff.

## **V. DEVELOPMENT OF INDIVIDUAL TREATMENT PROGRAMS**

### **A. MEDICATION**

If Hillcrest medical staff determine that medication (other than anti-psychotic medication) is necessary for a student's health and/or treatment, Hillcrest will request the approval of the parent(s)/guardian(s)/custodial agency to administer and/or change such medication. Upon such request, Hillcrest will expect an oral response/consent within 48 hours and a written response/consent within five days.

### **B. APPROVAL FOR ANTI-PSYCHOTIC MEDICATION**

If Hillcrest medical staff determine that anti-psychotic medication is clinically necessary for a student who is under the age of 18, who is a Massachusetts resident and who is in the custody of a Massachusetts state agency, it will be necessary for a Massachusetts Court to approve the use of the medication through the Substituted Judgment process. As per Part II of this Agreement (Terms of Payment), it is the responsibility of the parent(s)/ guardian(s)/ custodial agency/funding agency to pay the costs incurred in obtaining the Substituted Judgment, including legal fees and expert witness fees. Parent(s)/guardian(s)/custodial agencies/funding agencies may use their own attorneys, provided that Court authorization for the use of the medication is expeditiously obtained. Should a Substituted Judgment determination be necessary, Hillcrest will assist in the process by providing relevant clinical information for the Court proceedings.

If the Massachusetts student for whom anti-psychotic medication is necessary is *not* in the custody of a Massachusetts state agency, and if the student is under the age of 18, Hillcrest will seek informed consent the student's parent/guardian to administer anti-psychotic medication.

A student who is over the age of 18, and who is competent to give informed consent, may approve his/her own anti-psychotic medication.

# ***PLACEMENT AGREEMENT***

## **VI. HEALTH INSURANCE**

All students in care with Hillcrest must have valid health and dental insurance. Documentation of health and dental insurance must be provided prior to admission in order to insure that the provider can be utilized by Hillcrest during the child's placement. It is the responsibility of the parent(s)/guardian(s)/custodial agency to maintain adequate health and dental insurance coverage during child's placement with Hillcrest. Any lapse or cancellation of such coverage will result in the parent/guardian/custodial agency being totally responsible for any and all medical and/or dental fees incurred while child is in placement with Hillcrest.

Methods of payment for medical care for students whose parent/guardian has private health insurance will be arranged on a case-by-case basis, depending upon the specific insurance, coverage provided, etc. However, any costs not covered by such private insurance will result in the parent/guardian/custodial agency being totally responsible for any and all medical and/or dental fees incurred while child is in placement with Hillcrest.

## **VII. VISITATION**

### **A. GENERAL VISITATION**

If Hillcrest medical staff determine that medication (other than anti-psychotic medication) is necessary for a student's health and/or treatment, Hillcrest will request the approval of the parent(s)/guardian(s)/custodial agency to administer and/or change such medication. Upon such request, Hillcrest will expect an oral response/consent within 48 hours and a written response/consent within five days.

Hillcrest encourages parents, guardians and family members to visit students regularly, as specific program policies allow. Visits and the conditions of the visit to the program should be arranged with clinicians at Hillcrest at least 24 hours in advance.

Students may visit with their parent(s)/guardian(s), social worker(s), attorney(s), and clergy person(s). Other than those individuals noted, only persons to whom permission to visit has been granted by a student (if the student is over the age of 18 and is competent) or by the student's parent/guardian (if the student is under the age of eighteen), and/or by the custodial agency, may visit with the student.

It is the parent(s)/guardian(s)/custodial agency's responsibility to advise Hillcrest in writing and provide copies of pertinent legal documents if any person is legally prohibited from visiting with the student. This information should be provided prior to the student's admission.

# ***PLACEMENT AGREEMENT***

Hillcrest may limit, restrict or deny visitation to any individual under either of the following two conditions:

1. When set forth in court order, and in such case, only to the extent provided by the court order.
2. When set forth in the student's Individual Education Plan or Comprehensive Treatment Plan and for therapeutic reasons only.

Hillcrest may restrict or deny visitation only to the extent necessary to achieve the therapeutic purpose. With respect to those persons whose visitation is restricted or denied, Hillcrest will provide an explanation as to the reason for the restriction or denial.

Individuals restricted from contact: \_\_\_\_\_

At the present time, \_\_\_\_\_ (student's name)'s home visits will occur on the following schedule:

1. To be determined by the family or guardian, in consultation with the Program Director, for each specific student.
2. For the residential programs and not including the Intensive Treatment Unit, there are scheduled vacations six times a year, the duration of which are dependent upon the schedule and the student's CTP.

When the student is visiting at home, he or she should be considered under the supervision or control of the parent or guardian, even if Hillcrest staff provides transportation and/or resides in the family home during the vacation. In addition, the decision on whether a student is ready for a home visit is the responsibility of the parent or guardian, in consultation with Hillcrest staff. Hillcrest staff should not be assumed to have any knowledge concerning the appropriateness of the setting for the visit. Should Hillcrest believe that any visit is not consistent with the needs of the student, Hillcrest reserves the right to seek the discharge of the student or to contact the appropriate child protective agency.

## **B. WEEKENDS**

Hillcrest supports student visits (including, without limitation, weekend visits) with their families/guardians and/or approved visit resource. As with vacations, the responsibility for making decisions on visits rests with the parent or guardian, in consultation with Hillcrest staff.

Each student's family or guardian, in consultation with Hillcrest staff, will develop a schedule of visitation, which will be in effect for a specified period of time. Once a schedule is arranged, a copy of the schedule will be sent to the student's parents/guardian. Parents/guardians are expected to adhere to the schedule, and again, are responsible for arranging and managing all supervision requirements for their children during home visits.

# ***PLACEMENT AGREEMENT***

Hillcrest recognizes the need for flexibility and support in cases where there are special or extenuating family circumstances. Hillcrest also recognizes the need for individualized planning with each family when a visitation schedule is arranged. Every effort will be made to identify and address any special concerns so that maximum flexibility and cooperation among all parties can be achieved and maintained in the student's best interests.

## **C. VACATIONS**

Hillcrest's current School Calendar is attached. The Calendar indicates the vacation/school holiday schedule pertaining to the residential programs (i.e.: Brookside, Highpoint, and Hillcrest Center only).

As with planning for weekend visits, Hillcrest is sensitive to the fact that individualized scheduling will be arranged to ensure that special concerns are identified and addressed, and that maximum flexibility and cooperation are maintained.

## **VIII. TRANSPORTATION**

Hillcrest will assist in arranging the transportation of students during the holiday/vacation periods scheduled in the School Calendar. A mutually agreed upon method of transportation will be determined prior to each vacation break for students going on a visit. Any and all transportation costs which the student requires, including but not limited to transportation necessary for implementing his/her service plan, is to be paid by the parent/guardian/custodial agency.

## **IX. MAIL & TELEPHONE**

Hillcrest encourages regular written and telephone communication between students and their families/guardian(s). It is each student's right to open and send his/her mail unread by staff except in accordance with the following provisions:

- A.** Any restrictions or censorship must be set forth in the student's Individual Education Plan or Comprehensive Treatment Plan and be no greater than necessary to achieve the therapeutic purpose.
- B.** Mail that is restricted or censored must be returned to the sender with reasons for the restrictions or censorship.
- C.** Staff may open and inspect a student's mail for contraband only in the presence of the student.

# ***PLACEMENT AGREEMENT***

Telephone communications may not be restricted or monitored unless there are specific therapeutic reasons justifying such conditions. The therapeutic reasons will be developed in the student's IEP or CTP and will be no greater than necessary to achieve the therapeutic purpose. If Hillcrest must monitor telephone conversations, the parties to the conversations will be informed in advance that the calls will be monitored.

Hillcrest will not restrict or monitor conversations between a student and his/her attorney, social worker, or designated clergy person.

## **X. DISCHARGE**

### **A. CONDITIONS FOR DISCHARGE**

A student's discharge can be initiated under a variety of circumstances. Those circumstances include, but are not limited to, the following:

1. By request of the parent(s)/guardian(s).
2. By request of the custodial or funding agency.
3. The student meets all objectives for transfer to a less restrictive environment.
4. The student has reached ADULT STATUS, and/or the necessary funding for continued care has not been procured.
5. Non-payment for services rendered.
6. Non-payment of costs incurred by student as per Part II (Terms of Payment) of this Agreement.
7. The failure of the parent(s)/guardian(s)/custodial agency to respond within 30 days to any reasonable request by Hillcrest for information pertinent to the services rendered by Hillcrest.
8. The student has not been physically residing at Hillcrest for more than seven (7) days. It is Hillcrest's policy that upon a student entering a hospital or other temporary residential setting, Hillcrest will retain that student as an enrolled student of Hillcrest for no more than seven (7) days provided that payment for the seven (7) day period is duly made, and unless alternative arrangements for continuing the placement have been made in advance of the end of the seven (7) day period.
9. The student's medical condition requires a level of staff and/or medical intervention beyond that which Hillcrest can provide.
10. The student's behavior presents a threat to the health or safety of him/her self or other Hillcrest students or Hillcrest staff.
11. Failure by the parents, the guardian or the student to comply with the provisions of this Agreement or any of Hillcrest's other policies or procedures.

# ***PLACEMENT AGREEMENT***

## **B. DISCHARGE SUMMARIES**

In the event the student is precipitously discharged, or discharged due to emergency circumstances, Hillcrest, in conjunction with the referral source, will prepare a discharge summary, which explains the circumstances of the discharge.

When the student is not discharged due to emergency conditions, Hillcrest will give 30 working days' notice, will prepare a discharge plan for the student, and will otherwise comply with all applicable regulations.

## **C. CONTRACTUAL OBLIGATIONS AT DISCHARGE**

The parents or guardians, together with the relevant funding agencies, agree to comply with all of their contractual obligations at the time of discharge, including all payment obligations.

## **XI. PLACEMENT AND FUNDING UPON DISCHARGE**

It is understood and agreed that locating an appropriate placement for the student upon discharge from Hillcrest, and all costs associated with locating such a placement and transferring the student to said placement, is solely the responsibility of the parent(s)/guardian(s) or the custodial agency and not of Hillcrest Educational Centers.

## **XII. AFTERCARE SERVICES**

Hillcrest will work collaboratively with the custodial agency to determine what aftercare services are necessary and/or preferable for the student being discharged from Hillcrest. However, Hillcrest will not directly provide aftercare services for students who have been discharged from Hillcrest, nor will Hillcrest be financially responsible for the provision of such services.

# PLACEMENT AGREEMENT

## XII. MISCELLANEOUS

1. This document constitutes the entire agreement of the parties, and it may not be modified except in writing.
2. This agreement supersedes all prior written or oral agreements of the parties (if any), which agreements (if any) are not incorporated into this agreement.
3. In entering into this agreement, the parents, guardians and other signatory agencies expressly understand that they are not relying upon any written or oral statement of Hillcrest or any of its employees, including, without limitation, any statements concerning the progress which the student could make if admitted to Hillcrest.
4. The parents/guardians and signatory agencies expressly state that they have made a good faith attempt to locate all relevant treatment and education records of their child/ward and have provided Hillcrest with copies of such records.
5. In the event that there is any dispute, claim or lawsuit that is made against Hillcrest, the parties expressly agree that they will litigate such claim solely in the Courts of the Commonwealth of Massachusetts. In the event that the parents/guardians/signatory agencies fail to comply with their obligations under this Agreement, they expressly consent to jurisdiction in the Courts of the Commonwealth of Massachusetts. The parties agree that the law of Massachusetts shall apply to any such suit, including, without limitation, the provisions of G.L. Chapter 231, sections 85K and 85Q (relating to the limitation of liability against charitable corporations and their officers and directors).

I have read the above Agreement and understand all of its' provisions. I agree to place \_\_\_\_\_ at Hillcrest in accordance

\_\_\_\_\_  
(student's first name)

\_\_\_\_\_  
(student's last name)

with all terms of this Placement Agreement.

\_\_\_\_\_  
President/CEO,  
Hillcrest Educational Centers, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agency Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Placing and Funding Agency Name (by its authorized agency)

