

**NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF SOCIAL SERVICES**

**STATE MATERNITY FUND RESIDENTIAL CARE PROVIDER AGREEMENT**

1. This Agreement is entered into between \_\_\_\_\_  
(the agency providing problem pregnancy services, hereinafter the "Service Agency")  
and \_\_\_\_\_ (the residential care provider, hereinafter "Care  
Provider"), located at \_\_\_\_\_ for the provision of room and  
board under the provisions of the North Carolina Maternity Fund as set forth in Title  
10A, Chapter 71L of the North Carolina Administrative Code and in accordance with the  
policies, procedures and standards in Volume VII, Chapter VI of the Division of Social  
Services Family Services Manual.

2. The Service Agency agrees to initiate contact with the State Maternity Fund to  
facilitate reimbursement to the Care Provider \$ \_\_\_\_\_ per day for room, board  
and the services described herein on behalf of \_\_\_\_\_  
(hereinafter, the "Client"), commencing upon \_\_\_\_\_ (date Client to move  
to Care Provider's facility). Reimbursable expenses will cease to accrue as of the date  
the Client leaves the Care Provider or the date the pregnancy concludes, whichever  
occurs first. In any event, expenses will cease to accrue after 183 days.

3. The Care Provider shall collect no fee or other payment from the client for the  
services provided under this Agreement unless specifically authorized in Paragraph 10  
below.

4. The Care Provider agrees to furnish appropriate sleeping accommodations, at  
least three nutritionally balanced meals per day, linens, laundry and utilities for the Client

from \_\_\_\_\_ (date Client to move to Care Provider's facility) until either the date the Client leaves the Care Provider or no more than 14 days after her pregnancy is concluded, whichever occurs first.

5. The Care Provider further agrees to immediately notify the Service Agency of any of the following, and to obtain any necessary waivers or releases from the Client in advance so as to be able to provide such notice:

a.) when the Client leaves the Care Provider;

b.) of any conditions of which the Care Provider is or becomes aware that might negatively effect the Client's pregnancy or the completion of this agreement; and/or

c.) of any medical emergency involving the Client by telephone calling as follows: (i) Monday through Friday, \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m., \_\_\_\_\_ (individual or program to be called) at \_\_\_\_\_ (telephone number, including area code); (ii) at other times, \_\_\_\_\_ (individual or program to be called) at \_\_\_\_\_ (telephone number, including area code).

6. The Service Agency agrees to keep the Care Provider informed of anticipated or actual changes in the service plan for the Client that might affect the terms of this Agreement and will consult with the Care Provider as needed.

7. The Care Provider is not responsible for medical care and/or social services for the Client. The Service Agency will provide, make arrangements for, or otherwise attend to medical care and social services for the Client.

8. The Care Provider is aware of G.S. § 131D-1 governing maternity home licenses, and avers either that the Care Provider is currently holds such a license or is not required to have such a license under the terms of the law.

9. The Care Provider is aware of G.S. § 48-10-101 and § 48-10-102 governing prohibited activities and unlawful payments relating to adoption, and agrees to obey these laws.

10. This Agreement also includes the following (If not applicable, so indicate):

11. This Agreement may be terminated by either party upon five days notice, or immediately upon mutual consent.

Service Agency

Care Provider

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Social Security # \_\_\_\_\_

Date \_\_\_\_\_

Service Agency Contact \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_