

### FOSTER HOME CONTRACT

THIS AGREEMENT entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Commonwealth of Kentucky, Cabinet for Health and Family Services, Department for Community Based Services, referred to as the Cabinet; and

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(Names of foster parents)

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(Street and No.) (City) (County) (State) (Zip Code)

referred to as the foster parents.

KRS 605.090 provides that a child committed to the Cabinet for Health and Family Services may, during the period of commitment, be placed in a suitable foster home upon conditions as the Cabinet may prescribe and subject to visitation and supervision: and

It is mutually agreed by and between the parties as follows:

1. The foster parents agree:

- (a) To accept a child or children, mutually agreeable to the parties, that are referred by the Cabinet into their home for temporary foster care;
- (b) To provide any child or children with routine family life, including food, shelter, clothing, affection, life skills training, recreation, education, and opportunities for religious or spiritual development in the denomination or faith of the child, if any. The latter will be done without prejudice or penalty if the child desires these types of opportunities and access can be reasonably provided in the community of placement;
- (c) To model and teach pro-social behavior, daily living skills, self-care skills, and model family roles, relationship building, and decision-making skills;
- (d) To celebrate and acknowledge the child's achievements, and support opportunities for the child to pursue his or her talents, hobbies, and interests;
- (e) To permit the Cabinet social service worker to visit privately with the child and to share with the worker pertinent information about the children;
- (f) To comply with the general supervision and direction of the Cabinet concerning the care of the children;
- (g) To ensure that children receive adequate care and appropriate supervision while living in the foster home;
- (h) Use a reasonable and prudent parent standard, characterized by careful and sensible parental decisions that maintain the child's health, safety, and best interest while at the same time encouraging the emotional and developmental growth of the child, that a caregiver shall use when determining whether to allow a child in foster care to participate in extracurricular, enrichment, cultural, and social activities and when selecting appropriate babysitters for occasional, less than twenty-four (24) hours short-term use;
  - (i) To comply with the Cabinet's policies when choosing respite providers;
  - (j) To report immediately to the Cabinet any unusual incident, change of address, sickness, accident or death of the child or children, change in the number of people living in the home of the foster parents, or significant change in the foster home;
  - (k) To notify the Cabinet if they plan to leave the state with the child or children for more than twenty-four (24) hours or if a child will be absent from the foster home for more than twenty-four (24) hours;
  - (l) To cooperate with the Cabinet when contacts are arranged by the Cabinet's social services worker between the foster child or children and their birth family, including visits, telephone calls, or mail;
  - (m) To develop and maintain a life book and medical passport for each child placed in the home;
  - (n) Immediately inform the child or children's social services worker of any medical, dental, or surgical treatment planned or provided to a child;
  - (o) To comply with the Cabinet's discipline policy which prohibits the use of corporal punishment with children placed in foster care;
  - (p) To cooperate with the Cabinet in the handling of any grievances from clients relating to foster care services;
  - (q) To reimburse the Cabinet for any overpayments found as a result of fiscal audits;
  - (r) To comply with Cabinet's policies by not identifying a foster child in any type of publication or public exhibit, videotaping, photographing, or audiotaping a child in out-of-home care (OOHC) for promotional purposes or in a manner that would cause the child or family to suffer discomfort or embarrassment;

- (s) To notify the Cabinet at least fourteen (14) calendar days prior to requesting that a child be removed from the home, except when an identifiable risk to the health and safety of the foster child or foster family exists;
- (t) To surrender the child or children to the authorized representative of the Cabinet upon request;
- (u) To keep confidential all personal information concerning the child or children or his birth family and comply with the HIPAA privacy rule to include as follows:
  - (1) Health information regarding HIV-positive status of a foster child is extremely sensitive and completely confidential and shall not be disclosed to others, including agents such as babysitters, family members, or friends, except as necessary to provide health care treatment.
  - (2) All other health information of a foster child is confidential and shall be disclosed to others only as necessary to provide health care treatment and social services.
  - (3) The foster parent may receive, use, and disclose health information of a foster child from and to health care providers as necessary to facilitate health care treatment and social services.
  - (4) The foster parent will ensure that any agents to whom he provides health information possessed by the Cabinet agrees to the same restrictions and conditions that apply to the foster parent.
  - (5) The foster parent may use and disclose health information to carry out his legal responsibilities, provided that the disclosure is required by law, or provided that the foster parent obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the foster parent of any instances where the confidentiality of the information has been breached.
  - (6) The foster parent will not disclose health information except as permitted by this contract. If confidentiality is breached, the foster parent will inform the Cabinet of the breach and mitigate any harmful effect.
  - (7) The foster parent will make health information of a foster child available to the Cabinet as requested.
  - (8) The Cabinet shall have the right to terminate this contract immediately if it determines that the foster parent has violated any material term of this Contract. The foster parent will return or destroy all health information received from, or created or received by, the foster parent on behalf of the Cabinet at the termination of this contract, if feasible. If such return or destruction is not feasible, the foster parent will extend the protections of this agreement to the information.
- (v) To obtain additional training of ten (10) hours per annum for regular non-familial foster care, and an additional twelve (12) hours per annum for medically complex and twelve (12) hours per annum for care plus, either through department sponsored programs or through agencies or professionals approved by the department;
- (w) To advocate on behalf of the child and participate in required case planning conferences concerning a child placed in their home;
- (x) To participate in the development and implementation of the case plan established for each placed in their home;
- (y) To cooperate with the implementation of the permanency goal established for the child or children;
- (z) To provide a minimum fourteen (14) calendar day written notice of the intent to transfer to a private child placing (PCP) agency; and
- (aa) To allow disclosure and release of information from the foster family's record(s) to a private child placing (PCP) agency, upon notice of the family's application to transfer, or reapplication following closure, to include any future date or time; and
- (bb) To cooperate with storing and locking ammunition separately from firearms in locations that are inaccessible to a child.

2. The Cabinet agrees:

- (a) To provide a child or children with medical care in accordance with the policies of the Cabinet;
- (b) To provide a social services worker to visit, counsel and supervise the care of the child or children;
- (c) To provide counseling and supportive services to the foster parents in relation to the foster child or children;
- (d) To cooperate with the foster parents in arranging specialized services for the foster child or children such as special education, higher education, psychological services, etc. if necessary;
- (e) To cooperate with the foster parents when contracts are arranged by the Cabinet's social services worker between the foster child or children and their birth family including visits, telephone calls, or mail;
- (f) To reimburse the foster parents in accordance with the rates in the attached rate schedule. In addition, the Cabinet agrees to reimburse the foster parents for additional necessary expenses related to the child's needs in accordance with the policies of the Cabinet;
- (g) The Cabinet for Health and Family Services Secretary may provide for the defense of foster parents in civil actions brought against them if determined that:
  - 1) The act or omission was within the scope of contract;
  - 2) The foster parents acted in good faith;

- 3) Defense of the action by the Cabinet would not create a conflict of interest between the Commonwealth and the foster parents; and
- 4) Defense of the action would be in the best interest of the foster home program of the Cabinet.
- 3. The period within the current fiscal year during this agreement is in effect from \_\_\_\_\_, 20\_\_\_\_ through June 30, 20\_\_\_\_; this agreement shall be automatically extended for the period of July 1, 20\_\_\_\_ through June 30, 20\_\_\_\_ unless the Cabinet notifies the foster parents prior to June 30, 20\_\_\_\_ that this agreement will not be extended.
- 4. It is express understood and agreed by the parties to this contract:
  - (a) That legal custody of the child or children shall remain with the Cabinet, and the foster parent shall not seek or request temporary or permanent custody or guardianship of a current or former foster child or children without prior approval of the Cabinet;
  - (b) The Cabinet shall have the responsibility for planning for the child or children’s future placement, and that the foster parents shall not make independent plans for future placements;
  - (c) The placement of children in foster home is for the purpose of foster care only and not for the purpose of adoption, however the Cabinet, in its sole discretion, upon proper application by the foster parents may approve said foster parents to become adoptive parents for a child or children placed in their home;
  - (d) That the foster parents may authorize medical treatment for a child only in an emergency situation and when a cabinet representative cannot be reached.
  - (e) That the duties and obligations of the foster parents under this agreement are not assignable or transferable to anyone under any circumstances, except with written consent of the Cabinet; and
  - (f) That the foster parents certify that they have read this contract or that it has been read and explained to them and they understand and agree to its provisions.
- 5. Either party may cancel this contract upon written notice to the other party.
- 6. It is expressly understood and agreed that this contract revokes and supersedes any prior agreement or understanding, written or oral between the parties relating to foster home care.
- 7. Type of foster home for the contract period.

Check One:

<input type="checkbox"/> Non-Familial	<input type="checkbox"/> Relative/Fictive Kin
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Check all that apply:

<input type="checkbox"/> Basic	<input type="checkbox"/> Advanced	<input type="checkbox"/> Specialized Medically Complex
<input type="checkbox"/> Medically Complex	<input type="checkbox"/> Medically Complex Advanced	<input type="checkbox"/> Advanced Care Plus
<input type="checkbox"/> Degreed Specialized Medically Complex	<input type="checkbox"/> Care Plus	<input type="checkbox"/> Medically Complex Degreed

**THIS INSTRUMENT HAS BEEN EXAMINED AND APPROVED AS TO FORM AND LEGALITY BY AN ATTORNEY OF THE OFFICE OF LEGAL SERVICES, CABINET FOR HEALTH AND FAMILY SERVICES**

RECOMMENDED BY:

\_\_\_\_\_  
Social Services Worker

\_\_\_\_\_  
Authorized Official, Cabinet for Health and Family Services

\_\_\_\_\_  
Official Address

\_\_\_\_\_  
Parent

\_\_\_\_\_  
Parent

**REIMBURSEMENT RATE SCHEDULE**

	<b>BASIC</b>	<b>ADVANCED</b>	<b>DEGREE</b>
Birth - 11	\$27.00	\$29.57	N/A
12+	\$29.34	\$31.92	N/A
Care Plus Home	\$47.49	\$53.42	N/A
Medically Complex	\$47.49	\$53.42	\$57.00
Specialized Medically Complex		\$67.00	\$108.64
Supplemental Services Rate	N/A	\$80.75	N/A

“Basic” is regular foster care. “Advanced,” including care plus, medically complex, and specialized medically complex, means the foster parents have completed additional training and/or other requirements and have been approved for two (2) years. Specialized services (care plus, medically complex, specialized medically complex, and degreed specialized medically complex) indicate referral by the social service worker, approval by the supervisor, and successful completion of any required training. A care plus resource home is reimbursed this rate only for children designated with care plus needs. A medically complex and specialized medically complex home is reimbursed this rate only for children designated by the Medical Support Branch of the Division of Protection and Permanency as a medically complex or specialized medically complex child. Supplemental services rate is a rate for extraordinary care for a child with exceptional needs as described in 922 KAR 1:520.

**COVERAGE OF RATE**

Foster care rates include the costs of clothing, incidentals, and personal allowances. Incidentals include medicine chest supplies, baby oil and powder, deodorants, sanitary napkins, and other personal toiletries. The following chart shows the minimums for these costs calculated on a monthly basis. The foster care rate also includes respite care, routine babysitting, non-medical transportation, sports/activities, and school supplies. The remainder of the rate is intended to cover room, board, and the routine cost of childcare. The following costs will be reimbursed separate from the **reimbursement rate schedule**: Initial clothing letter, ongoing day care, senior expenses, Lifebook, Christmas and birthday payment, and annual school clothing letter.

<b>AGE</b>	<b>CLOTHING</b>	<b>INCIDENTALS</b>	<b>ALLOWANCE</b>
0-2	\$25.00	\$6.00	0
3-4	\$30.00	\$5.00	\$1.00
5-11	\$35.00	\$5.00	\$7.50
12 +	\$40.00	\$10.00	\$20.00