**RELATIVE AND FICTIVE KIN CAREGIVER AGREEMENT**

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 Relative or Fictive Kin Caregivers)

                                                                                          

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

1. It is expressly understood and agreed by the parties to this agreement:
2. That the relative or fictive kin caregiver has been afforded the option to seek approval as a foster or adoptive parent with the cabinet;
3. That if the caregiver chooses to seek approval as a foster or adoptive parent, legal custody of the child(ren) shall remain with the cabinet;
4. That during the foster/adoptive home study and approval process, no reimbursements or per diems will be paid to caregivers and reimbursements will not be made retroactively;
5. That upon approval as a foster or adoptive home, the following benefits will be afforded to the relative or fictive kin caregiver:
6. A per-diem rate based on the child(ren)’s level of need;
7. Child care for working caregivers; and
8. A medical card for the child(ren);
9. That application to the foster adoptive program does not guarantee approval;
10. That if a caregiver chooses not to pursue approval as a foster parent, and is instead granted temporary custody, no financial assistance with be available for the caregiver; and
11. Once temporary custody is granted to the caregiver, custody may not be returned to the cabinet and the caregiver waives their ability to seek approval as a foster/adoptive parent for this placement.

**I have read the preceding information and I choose to seek approval as a foster or adoptive parent.**

**I have read the preceding information, and I do not choose to seek approval as a foster or adoptive parent.**

KRS 199.111 provides that a child removed from his or her home of origin by the court, be placed with a suitable relative or fictive kin caregiver upon conditions the cabinet may prescribe and are subject to visitation and supervision.

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

1. The relative or fictive kin caregivers agree:
2. To accept a child or children, mutually agreeable to the parties, that are referred by the cabinet into their home for temporary care;
3. To provide any child(ren) 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;
4. To model and teach pro-social behavior, daily living skills, self-care skills, and model family roles, relationship building, and decision-making skills;
5. To celebrate and acknowledge the child(ren)’s achievements, and support opportunities for the child(ren) to pursue his or her talents, hobbies, and interests;
6. To permit the cabinet social service worker to visit privately with the child(ren) and to share with the worker pertinent information about the children;
7. To comply with the general supervision and direction of the cabinet concerning the care of the child(ren);
8. To ensure that child(ren)ren receive adequate care and appropriate supervision while living in the home;
9. To report immediately to the cabinet any unusual incident, change of address, sickness, accident or death of the child(ren), change in the number of people living in the home, or significant change in the home;
10. To notify the cabinet if there are plans to leave the state with the child(ren) for more than twenty-four (24) hours, or if a child(ren) will be absent from the home for more than twenty-four (24) hours;
11. To cooperate with the cabinet, when contacts are arranged by the cabinet’s social service worker, between the placement or child(ren) and their birth family, including visits, telephone calls or mail;
12. To notify the cabinet’s social service worker of any medical, dental or surgical treatment planned or provided to child(ren);
13. To comply with the cabinet’s discipline policy which prohibits the use of corporal punishment with child(ren) placed in the custody of the cabinet;
14. To complete pediatric abusive head trauma training within five (5) days of placement if caring for a child under the age of 5 (mandatory for fictive kin);
15. To receive information from the cabinet on how to recognize and report child abuse or neglect;
16. To comply with cabinet’s policies by not identifying child(ren) in any type of publication or public exhibit, videotaping, photographing or audiotaping a child in placement for promotional purposes or in a manner that would cause the child(ren) or family to suffer discomfort or embarrassment;
17. To keep confidential all personal information concerning the child(ren) or his or her birth family and comply with the Health Insurance Portability and Accountability Act (HIPAA) privacy rule to include as follows:
18. Health information regarding HIV-positive status of a 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 (to a health professional);
19. All other health information of a child is confidential and shall be disclosed to others only as necessary to provide health care treatment and social services;
20. The caregivers may receive, use, and disclose health information of a child from and to health care providers as necessary to facilitate health care treatment and social services;
21. The caregiver 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 caregiver;
22. The caregiver may use and disclose health information to carry out his legal responsibilities, provided that the disclosure is required by law, or provided that the caregiver 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 caregiver of any instances where the confidentiality of the information has been breached;
23. The caregiver will not disclose health information except as permitted by this agreement. If confidentiality is breached, the caregiver will inform the cabinet of the breach and mitigate any harmful effect;
24. The caregiver will make health information of a child available to the cabinet as requested;
25. The cabinet shall have the right to terminate this agreement immediately if it determines that the caregiver has violated any material term of this agreement. The caregiver will return or destroy all health information received from, or created or received by, the caregiver on behalf of the cabinet at the termination of this agreement, if feasible. If such return or destruction is not feasible, the caregiver will extend the protections of this agreement to the information;
26. To advocate on behalf of child(ren) and participate in required case planning conferences concerning each child placed in their home;
27. To participate in the development and implementation of the case plan established for each child placed in their home;
28. To cooperate with the implementation of the permanency goal established for the child(ren);
29. To keep information shared about child(ren) their family confidential, unless a release is authorized by the cabinet;
30. To authorize medical treatment for child(ren) only in an emergency situation and when a cabinet representative cannot be reached (for all non-emergency situations, only a birth parent cabinet staff may authorize medical treatment); and
31. That the duties and obligations of the caregivers under this agreement are not transferable to anyone under any circumstances, except with written consent of the cabinet.
32. The cabinet agrees to provide:
33. Child(ren) with medical care in accordance with the policies of the cabinet; and
34. A social services worker to visit, counsel and supervise the care of the child(ren).

I have read, or have had read to me, and understand all of the conditions stated within this agreement.

Relative or Fictive Kin Signature Date

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