

COMMONWEALTH OF KENTUCKY
CABINET FOR HEALTH AND FAMILY SERVICES
DEPARTMENT FOR COMMUNITY BASED SERVICES
SUBSIDIZED PERMANENT CUSTODY AGREEMENT

THIS AGREEMENT, is agreed upon between the Commonwealth of Kentucky, Cabinet for Health and Family Services, Department for Community Based Services, hereinafter referred to as the Cabinet, and (name of family) and will go into effect the date Subsidized Permanent Custody Order is signed.

Family Name
Address line 1

Hereinafter called the " permanent caregivers", for the purpose of facilitating the permanency, stability and well-being of (name of child) , born on , TWIST# , and to aid the permanent caregivers in providing proper care for this child.

WITNESSETH, THAT:

Whereas the Cabinet has determined the eligibility of the child and caregiver for subsidized permanent custody, pursuant to 922 KAR 1:145.

PROVISIONS OF AGREEMENT

I. Assistance

A. Monthly Maintenance \$

The amount of monthly maintenance is based on the needs of the child and has been determined by mutual agreement between the permanent caregiver(s) and the Cabinet. The amount of this payment shall not exceed the amount of foster care maintenance payments which would be received if the child remained or were placed in foster care in the Commonwealth of Kentucky.

B. Nonrecurring Expenses

The Cabinet will pay the total cost of nonrecurring expenses associated with obtaining legal guardianship (Subsidized Permanent Custody) of the child to the extent the total cost does not exceed \$2,000.

C. Medical Benefits

Medical benefits as provided under title XIX of the Social Security Act (Medicaid) may be available in accordance with the procedures of the Commonwealth of Kentucky. It is agreed that whenever possible the child may be included under the permanent caregiver(s) health insurance, which shall be utilized to the fullest extent possible. Medical reimbursement shall be provided by the Commonwealth of Kentucky if the child moves to another state and the cost of medical care provided under this agreement is not provided by title XIX in the state in which the child resides.

D. Child Care Expenses Yes No % monthly copayment

Approved childcare co-payments will mirror those established by the Division of Child Care in Kentucky Administrative Regulation 922 KAR 2:160. In accordance with this regulation, adjustments in reimbursable amounts can be made at any time. Child care services are paid by the permanent caregiver(s) and reimbursed only with a paid receipt. Child care reimbursements are only available for children under the age of thirteen (13); or thirteen years of age and older if need is established due to physical, emotional, or developmental needs of the child, and with documentation provided from a health care or qualified mental health professional.

E. Respite Care Yes No \$

Children approved for Medically Complex, Degreed Medically Complex and Care Plus Home rates may be approved for two (2) respite days per child per month. Children approved for the Specialized Medically Complex rate can be approved for three (3) respite days per child per month. Respite requires signed receipt and cannot be carried over from month to month

F. Social Services

Social services are available to help families in SPC Agreement to access those services. Application for social services may be made at the local Department for Community Services office.

II. Notification of Change

A. The permanent caregivers shall immediately notify the Cabinet in writing if they are no longer legally responsible for the support of the child or are no longer supporting the child.

B. Adjustments shall be made to the permanent custody subsidy agreement if requested by the permanent caregivers and considered by the Cabinet to be appropriate. Permanent caregivers shall notify the Cabinet of changes of address or any other circumstances, which could make them ineligible for assistance or eligible for payments in a different amount.

C. Cabinet staff shall provide notice of a reduction, suspension, or termination of payments, ten (10) calendar days in advance, to the permanent caregiver(s) current or last known address. The notice shall include a statement of the reason or reasons for the reduction, suspension, or termination as determined by the cabinet.

III. Annual Contact.

A. Cabinet staff shall make annual contact with the caregiver by mail, email, phone, home visit, or other cabinet method of contact to ensure that the:

1. Child remains in the caregiver's home;
2. Permanent caregiver continues to provide care and support for the child; and
3. Cabinet payments continue to meet the needs of the child.

B. The cabinet may conduct a home or office visit after annual contact if:

1. The permanent caregiver requests a home or office visit;
2. The needs of the child have changed;
3. Attempts to update information by mail, email, or phone contact have failed; or
4. The cabinet receives information that is contrary to the information provided by the permanent caregiver or child during the annual contact.

IV. Suspension of monthly maintenance under the monthly maintenance subsidized permanent custody agreement shall occur in the following circumstances:

- A) The cabinet may suspend payments pursuant to a subsidized permanent custody agreement if three (3) attempts by the cabinet to make annual contact have failed due to lack of response from the permanent caregiver.
- B) The permanent caregiver notifies the cabinet of any changes in circumstances that would change the payment amount or make the permanent caregiver ineligible for payments.
- C) Child reenters the custody of the cabinet
- D) Youth over the age of 18 who no longer meet the eligibility requirements for subsidized permanent custody monthly maintenance payments.
- E) Cabinet has repeatedly requested documentation regarding financial responsibility from the permanent caregiver and has not been provided with this documentation.
- F) The Cabinet shall resume payments suspended if modifications to the agreement are agreed to by the cabinet and the permanent caregiver or if the permanent caregiver resumes financial support of the child.

V. Termination of monthly maintenance under the monthly maintenance subsidized permanent custody agreement shall occur in the following circumstances:

- A. Cabinet determines:

1. Child is no longer receiving financial support from the permanent caregiver;
2. The permanent caregiver(s) legal responsibility to the child has ended;
3. Custody is reassigned to a successor caregiver;
4. In the event the state legislature fails to appropriate funds to support the Subsidized Permanent Custody program;
5. In the event of a new Subsidized Permanent Custody agreement

B. Caregiver and Child:

1. At the request of the permanent caregivers(s);
2. Upon the death of the permanent caregivers(s)
3. Upon the child's death, marriage, or military service
4. When the child reaches age (18); or Youth over the age of 18 who is no longer meeting the eligibility requirements for subsidized permanent custody monthly maintenance payments.
5. Upon high school graduation or the child's 19th birthday, whichever comes first.

VI: Move Out of State:

This Subsidized Permanent Custody Agreement shall continue in force in the event the permanent caregiver(s) lives in or moves to a state other than Kentucky. Kentucky is a member of the Interstate Compact on Adoption and Medical Assistance. All necessary documentation shall be forwarded to the receiving state upon notification of a pending move of an active assistance family. Detailed instructions shall be supplied to the family at the time of the move with regard to how and where to apply for medical care and social services. Subsidized Permanent Custody payments shall continue from the Commonwealth of Kentucky.

VII. Successor Caregiver

In the event of my death or incapacitation I/we would like the below person(s) become the successor caregiver. In the event that my preference for successor(s) changes, I acknowledge that I should complete an Amendment to this Agreement.

Successor Caregiver's Name:	Address:
Phone:	Email:

The parties understand that the Cabinet's care, custody and control of the above child ceases when a court grants the caregiver(s) permanent custody. This Agreement comes into effect upon the entry of this court order granting the caregiver(s) permanent custody and remains in effect until termination, as outlined in Section V of this Agreement.

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

APPROVED:

Permanent Caregiver(s):

Authorized Official, Cabinet for Health and Family Services Date

Permanent Caregiver Date

Permanent Caregiver Date