



## **KINSHIP CAREGIVER AGREEMENT BETWEEN DFPS AND A RELATIVE PROVIDING CARE TO A CHILD IN THE CONSERVATORSHIP OF DFPS**

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**Purpose:** Use this form to clearly outline the responsibilities and expectations of both the caregiver(s) and the department.

**Directions:** To complete this form the worker must review the form with the caregiver(s) ensuring that they have a clear understanding of the responsibilities and expectations of both the caregiver and the department. All caregiver(s) in the home the worker must sign and date the form. If a caregiver is not present at the time of placement, the worker must obtain their signature within 3 business days. A copy of the form should be provided to the caregiver(s), kinship development worker, and placed in the caregiver's file.



**CAREGIVER RESPONSIBILITIES**

Mr. Christopher Fluitt & Mrs. Sarah Fluitt enters into the following agreement with the Texas Department of Family and Protective Services ("DFPS") about the placement of Aria Brown on 06/29/2022 .

**I. As the kinship caregiver, I agree, to keep Aria Brown safe, help the child(ren) find a permanent place to live, and provide for Aria's Brown's well-being.**

**A. Safety**

1. I understand that even though Aria Brown is/are placed with me, DFPS is still the conservator, which means the state must be sure the child(ren) is/are safe and well. I will work with DFPS staff to make sure Aria Brown is/are safe, needs are being taken care of, and there is a plan for finding a permanent place to live.
2. I will allow the child(ren) and the parents to visit **only** as approved by DFPS and the court and will cooperate in making approved visits possible.
3. I will provide food, clothing, shelter, and other necessary supplies to the child(ren).
4. If I need to take the child(ren) out of the county for more than 72 hours, then I will first get written approval from DFPS and the court.
5. I will call DFPS right away about any emergency and or significant event (such as a change in medical condition, a major achievement or change in school performance, a serious disciplinary event at school, or a child is missing or runs away) that involves the child(ren).
6. I will not release the child(ren) to the custody of any person, other than school personnel, day care personnel, or other people who provide services to the child(ren), without permission from DFPS.
7. I will ensure that any other caregivers who have day to day responsibility over caring for the child(ren), are made aware of the child's confirmed sexual victimization and aggression history.

**B. Permanency**

1. I will work with the child(ren), DFPS, and other parties to the DFPS legal case to develop and achieve the child(ren)'s permanency plan.
2. I will allow Aria Brown to be placed with me for at least six months in a row.
3. I will tell DFPS staff about the child(ren)'s progress, visitors, and problems.
4. If DFPS or the court requests the child(ren) be removed from my house, or if I request the children be removed, I will cooperate. I agree that any items bought for the child(ren)'s use with funds from DFPS will go with the child(ren) when they move.

**C. Well-Being**

1. I will provide transportation for the child(ren) and participate in the child(ren)'s medical care and other necessary appointments (for example: counseling, therapy, school meetings) and follow any recommendations. If I need help transporting the child(ren), I will notify DFPS staff.
2. I will apply for any financial, medical and other assistance, that the child(ren) may be eligible for.
3. I will enroll the child(ren) in school. I will take part, as appropriate, in their education and other services listed in the plan(s) of service.
4. Under penalty of law, I must not release information about the child(ren) to anyone without the authorization of the child(ren)'s caseworker or the caseworker's supervisor, except as specified below:
  - a. I may provide information about the child to the child's school and other DFPS authorized educational programs; to doctors, dentists, and other medical providers; and to counselors and therapists to the extent that the information is needed for the child's education or medical, dental, or psychological treatment.
  - b. I must give DFPS access to information about the child at all times.



**D. Other**

1. I will take part in orientation and other kinship trainings as available/recommended or provided by DFPS.
2. I will read the Kinship Manual for more details regarding requirements and expectations set forth by DFPS as well as benefits that I may be eligible for.
3. I will comply with any other requirements or limitations for the child(ren) that are set forth by DFPS or the court [list applicable requirements or limitations below].



**DFPS RESPONSIBILITIES**

**A. Safety**

1. DFPS will provide a caseworker to monitor the child(ren) placed in the kinship home to ensure the child(ren)'s needs for safety, permanency and well-being are met.
2. DFPS will investigate all reports of alleged abuse and neglect of the child(ren) placed in the home, the kinship caregiver, or other people living in the home, and take proper actions to ensure the safety of the child(ren).
3. DFPS will ensure the caregiver is aware of the child's abuse and neglect history, including confirmed instances of sexual victimization or sexual aggression.

**B. Permanency**

DFPS will inform the kinship caregiver any changes in the child(ren)'s family situation or permanency plan.

**C. Well-Being**

1. DFPS will create a "plan of service" with the kinship caregiver for each child.
2. DFPS will provide the kinship caregiver with Form 2279 Placement Summary.
3. DFPS will inform the kinship caregiver about any public assistance programs, including financial and medical, that may be available. DFPS will also help the kinship caregiver apply for public assistance for the child(ren).

**D. Other**

1. DFPS will provide the kinship caregiver with training and other development services as available. (List applicable services below)



## FINANCIAL ASSISTANCE

**DFPS will provide financial assistance to kinship caregivers if it is available and if the caregivers are eligible.**

Eligible kinship caregivers have several potential options for financial assistance, including:

- The Kinship Monthly Reimbursement Payments;
- Becoming a Verified Kinship Foster Home to receive foster care maintenance payments; and
- The Permanency Care Assistance (PCA) Program for verified kinship foster caregivers;
- The Post-Permanent Managing Conservatorship (PMC) Annual Reimbursement Payments;

### **A. The Kinship Monthly Reimbursement Payments Program**

The kinship monthly reimbursement payment provides continuity and stability for children who are in DFPS conservatorship by helping eligible kinship caregivers afford the costs of caring for a child in their home. The monthly reimbursement is 50 percent of the daily basic foster care reimbursement rate paid to a foster family home. This rate has been set at \$11.55 per day per child. The monthly payments are time-limited and may be paid for the child up to twelve (12) months. However, if good cause exists, DFPS has the discretion to extend the payments for an additional 6 months.

### **General Eligibility Requirements for Kinship Monthly Reimbursement Payments**

To be eligible for this financial assistance:

1. The children placed in your home must currently be in DFPS conservatorship;
2. You must:
  - be related to the child(ren) or have a longstanding and significant relationship with the child(ren) or the child(ren)'s family; and
  - be formally approved by DFPS as a kinship caregiver with an approved home assessment.
3. You must sign and abide by the terms of this agreement.
4. Your household income must be at or below 300% of the Federal Poverty Level.
5. You must not be a foster home of any kind receiving foster care payments.

### **Establishing Eligibility Requirements Based on Federal Poverty Limits**

DFPS establishes the eligibility requirements and payment amounts for the Relative and Other Designated Caregiver Assistance Program's Kinship Monthly Reimbursement Payments, Post-PMC Annual Reimbursement Payments, and child-care services every biennium based on legislative appropriations. This information is available on DFPS' public website after the finalization of the biennium's legislative appropriation. This information can be located at

[http://www.dfps.state.tx.us/Child\\_Protection/Kinship\\_Care/default.asp](http://www.dfps.state.tx.us/Child_Protection/Kinship_Care/default.asp)

### **B. Becoming a Verified Kinship Foster Home**

Kinship caregivers may pursue foster home verification if they are interested in supporting a child who is in DFPS custody, regardless of the child's permanency plan; however foster care placements are intended to be a temporary arrangement until permanency is achieved. Kinship families who become a verified foster home are eligible for the full foster care payment rate to meet the child(ren)'s needs while in their care.

Becoming a kinship foster home requires passing extensive criminal and DFPS background checks, meeting foster care minimum standards set out in DFPS rules, and the successful completion of the verification process by a Child Placing Agency.

More information about this process is available from your caseworker and can also be found by reviewing the information found on page 13 in the Kinship Manual:

[http://www.dfps.state.tx.us/Child\\_Protection/Kinship\\_Care/documents/KinshipManual.pdf](http://www.dfps.state.tx.us/Child_Protection/Kinship_Care/documents/KinshipManual.pdf)

A tool to locate nearby Child Placing Agencies, which work with families to become verified, is located at:

[https://www.dfps.state.tx.us/Child\\_Care/Search\\_Texas\\_Child\\_Care/ppFacilitySearchFoster.asp](https://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchFoster.asp)



**C. Post-PMC Annual Reimbursement Payment.**

You may be eligible to get an annual reimbursement of up to \$500 per child for child-related expenses if:

1. You meet the requirements for the Kinship Monthly Reimbursement Payments, above.
2. No other kinship caregiver has been paid the annual reimbursement for this child in the same year.
3. You are awarded permanent managing conservatorship (or PMC) of the child(ren) who was/were in the conservatorship of DFPS immediately prior to you being awarded PMC and you are not in the Permanency Care Assistance (or PCA) Program.
4. The child(ren) were in your care at the time the expense took place.
5. The child(ren) continue to be residing in your home when the invoice is processed.
6. The expenses took place after September 1, 2005.

**NOTE FOR KINSHIP CAREGIVERS WHO ARE ALSO PERMANENT MANAGING CONSERVATORS:**

If you are eligible for the Post-PMC Annual Reimbursement Payments, you can receive them for only the three subsequent years after you became permanent managing conservator, or through the year of the child’s 18<sup>th</sup> birthday, whichever comes earlier. You are not eligible for this benefit if you are receiving Permanency Care Assistance benefits

**D. The Permanency Care Assistance (PCA) Program**

**Overview**

Completion of the Foster Home Verification process by kinship families is a requirement for those caregivers wishing to participate in the PCA program. PCA may be provided to Kinship Caregivers who became verified as a foster home and who assume managing conservatorship of a child who was previously in the managing conservatorship of DFPS. However, this assistance is only provided to families who meet all of the eligibility criteria within the given timeframes. PCA is intended to provide benefits to relatives and fictive kin who might otherwise be unable to care permanently for children in DFPS’ managing conservatorship.

**Benefits**

Permanency Care Assistance may include:

1. Financial Assistance – Negotiated monthly payments paid to an eligible caregiver to assist with a child’s needs.
2. Medical Assistance – Provided through Medicaid.
3. Reimbursement for Nonrecurring Expenses – Reimbursement for the kinship caregiver’s expenses related to obtaining the permanent managing conservatorship of an eligible child.

**Eligibility**

Eligibility to participate in the Permanency Care Assistance Program and receive PCA benefits requires Kinship families to first become verified as foster families and then be the verified foster placement for the child for a minimum of six (6) consecutive months prior to the transfer of permanent managing conservatorship (PMC), from DFPS to the kinship caregiver.

Additional information about Permanency Care Assistance can be provided by your caseworker and is located here:

[http://www.dfps.state.tx.us/handbooks/CPS/Files/CPS\\_pg\\_1600.asp#CPS\\_1600](http://www.dfps.state.tx.us/handbooks/CPS/Files/CPS_pg_1600.asp#CPS_1600)

**PRIVACY STATEMENT**

DFPS values your privacy. For more information, read our [Privacy and Security Policy](#).



**SIGNATURES**

**I acknowledge that this Kinship Agreement does not mean I am approved by DFPS for adoption or Permanency Care Assistance, or any other financial assistance, and should not be understood as such.**

- A. I understand this agreement is to outline roles and responsibilities for a kinship placement.
- B. I agree and acknowledge this placement is not the same thing as approval, licensing or verification of an adoptive or foster home. If I ever decide to adopt the child(ren) in this agreement, I will need more approval, licensing or verification and to meet additional requirements. DFPS cannot place children with people who have certain DFPS or criminal history.
- C. I agree and acknowledge that if I or other individuals in my home over age 14 have certain DFPS or criminal history, I will NOT BE PERMITTED BY DFPS TO BE VERIFIED AS A FOSTER PARENT OR ADOPT THE CHILD(REN) AND THEY WILL NOT BE ELIGIBLE FOR ADOPTION ASSISTANCE OR PERMANENCY CARE ASSISTANCE IF PERMANENT MANAGING CONSERVATORSHIP OR THE ADOPTION IS ORDERED BY THE COURT.
- D. I agree that if I have questions about the DFPS or criminal history of anyone in the home, I will ask the child(ren)'s caseworker.

**By signing this agreement, each party agrees to the terms and conditions of this agreement.**

Child's Primary Kinship Caregiver: <b>X Mr. Christopher Fluitt</b>	 Date Signed: 06/29/2022
Child's Kinship Caregiver: <b>X Mrs. Sarah Fluitt</b>	Date Signed: 06/29/2022
DFPS Caseworker: <b>X Jordan McCarty CPS Conservatorship Specialist 1</b>	Date Signed: 06/29/2022
DFPS Supervisor: <b>X Kristen Hansel</b>	Date Signed: 06/29/2022
Printed Name:	
Job Title:	