

**PERMANENCY CARE ASSISTANCE
PROGRAM**

I. Introduction.

The Texas Department of Family and Protective Services (“DFPS”) and Enter names of the kinship providers who are the prospective managing conservators (“kinship providers”) enter into this Permanency Care Assistance Agreement (“Agreement”) for the benefit of Enter child’s name (“the child”), who was born on _____.

The residential address for the kinship provider is: _____.

II. Kinship Providers' Acknowledgements. The kinship providers acknowledge and understand that

- A. they have been fully informed of the permanency care assistance program and any benefits that may be available to them;
- B. they have discussed and negotiated with DFPS the specific benefits to be provided under this Agreement;
- C. **under no circumstances are permanency care assistance benefits available if this Agreement is not signed by both DFPS and the kinship provider prior to the court awarding permanent managing conservatorship (PMC) to the kinship providers;**
- D. their signatures on this Agreement must be voluntary and not as a result of fraud, deception, duress, or force and that their signature is voluntary;
- E. when there are changes in the needs of the child or in the circumstances of the family that can be documented they have a right to request an adjustment in their monthly assistance payment, if they are not already receiving the maximum monthly payment available to them;
- F. they may refuse receipt of any or all benefits provided for under this Agreement;
- G. this Agreement may be amended, rescinded, or terminated in writing at any time by mutual agreement of DFPS and the kinship provider, or by DFPS in accordance with this Agreement or as permitted by state or federal law;
- H. this Agreement cannot be transferred to any other party;

- I. keeping DFPS informed of their current address is very important. If the kinship provider decides to move to another state, DFPS must be informed as soon as possible in order to avoid an interruption in benefits, including Medicaid and monthly assistance payments;
- J. if the child is currently enrolled in the STAR Health Medicaid Program in Texas, he or she will no longer be eligible for STAR Health at the time of the permanent managing conservatorship. As a result, the kinship providers may need to change the child's current STAR Health medical providers. In addition, some services that are covered by the STAR Health program may not be covered by other Medicaid programs. When a foster child who is enrolled in Star Health transitions to a different type of Medicaid, it can take several weeks or sometimes up to sixty days for the transition to be completed;
- K. Permanency care assistance program is available under this Agreement only for a child who is eligible for this program according to federal and state laws, including DFPS rules relating to the permanency care assistance program. If DFPS entered into this Agreement by mistake or the child has been incorrectly determined eligible for permanency care assistance program, this Agreement shall be null and void;
- L. DFPS may require the repayment, and/or deduct from the kinship providers' future permanency care payments, any and all funds that the relative received but were not entitled to;
- M. if the child has reached compulsory school age, DFPS will request, and the kinship providers will provide, periodic documentation that the child is a full time elementary or secondary school student or has completed secondary school.
The term "full-time elementary or secondary school student" means that the child is:
- enrolled (or in the process of enrolling) in an institution which provides elementary or secondary education, as determined under the law of Texas or other jurisdiction in which the institution is located;
 - instructed in elementary or secondary education at home in accordance with a home school law of Texas or other jurisdiction in which the home is located;
 - in an independent study elementary or secondary education program in accordance with administered by the local school or school district; or
 - incapable of attending school on a full-time basis due to the medical condition of the child, which incapability is supported by the medical statement(s) of one or more doctors;
- N. if the kinship providers are eligible for the receipt of extended permanency care assistance benefits for the continued support of the child, they will provide sufficient documentation every

Year; (*default*)
to demonstrate that the child is:

- a. regularly attending high school or enrolled in a program leading toward a high school diploma or high school equivalence certificate;
- b. regularly attending an institution of higher education or a post-secondary vocational or technical program;
- c. actively participating in a program or activity that promotes, or removes barriers to, employment;
- d. employed for at least 80 hours per month; or
- e. incapable of performing any of the activities listed in subparagraphs (a)-(d) of this paragraph due to a documented medical condition that meets the requirements of DFPS' rules; and

O. This agreement does not take effect until the date upon which the court transfers PMC to the kinship providers, and no benefits will be paid under the Agreement until the first month following the effective date of the agreement.

III. Obligations of Kinship Provider. The prospective kinship provider specifically agrees that they:

- A. intend to be awarded **permanent managing conservatorship (PMC)** of the child named above;
- B. accept the legal and moral responsibility to provide and care for the child;
- C. will use the benefits provided under this Agreement for the needs of the child, including obtaining needed services and/or treatment for the child;
- D. will promptly,
 - return the Certification of Continuing Eligibility Form, whenever requested to do so by DFPS; and
 - provide DFPS a certified or file stamped copy of the court order transferring PMC to the kinship providers.
- E. will reimburse DFPS for any and all funds they receive to which they are not entitled;
- F. will ensure that the child is a full-time elementary or secondary school student or has completed secondary school, if the child is of compulsory school age, and will confirm compliance with this requirement in writing upon any request by DFPS; and

- G. will notify DFPS in writing, at the DFPS office address listed at the end of this Agreement, as soon as possible, but in no event later than 30 days after any of the following changes occur:
1. when the child is no longer the legal responsibility of the kinship provider;
 2. when the kinship provider is no longer financially supporting the child;
 3. when the child is no longer living in the home with the kinship provider;
 4. when the child becomes emancipated through marriage or court removal of the disabilities of minority;
 5. when the child dies;
 6. when there is a change of the residential or mailing address of the kinship provider or the child;
 7. when additional private health insurance coverage is acquired for the child, or the current health insurance provider for the child changes;
 8. when there is any other change in circumstances that may affect receipt of benefits; or
 9. when the child is of compulsory school age and not in compliance with the educational requirements listed in Item II.M of this Agreement.

IV. DFPS Certifications

- A. DFPS certifies that the child is a special needs child and is eligible for the permanency care assistance program. DFPS agrees to provide the following benefits:

1. Monthly Medicaid health coverage

Note: While the child and family are residents of Texas, medical benefits are provided to the child through the Texas Medicaid Program. If the child and family live in or move to another state, DFPS will verify with the new resident state the child's eligibility status for the permanency care assistance program.

If the child is eligible for monthly payments and Medical assistance under Title IV-E (see section IV.B), the child is automatically entitled to receive Medicaid in the receiving state. DFPS will refer the family to the new resident state for continued Medicaid coverage.

If the child is not eligible for monthly payments and medical assistance under Title IV-E, the child will not be automatically eligible for Medicaid assistance in receiving state. In these cases, the child will qualify for Medicaid coverage only if the child qualifies independently in the new state. If the new state denies Medicaid coverage, the only other possibility for reimbursement of medical expenses occurs when the kinship providers can locate a Texas Medicaid provider in the new state. The Texas

Medicaid Vendor Drug program that reimburses pharmacies will not pay out-of-state claims.

* If the family moves out of the country the child will lose Medicaid coverage while the child is living in that country, but the child will still be entitled to receive the subsidy under this agreement.

2. Monthly assistance payments of:

\$ _____ for the period _____ until _____
(until child's 18th birthday)

_____ Parent's Initial

_____ Parent's Initial

Note: The amount of any monthly assistance payment provided as a benefit under this Agreement is based on the current and projected needs of the child and the circumstances of the kinship providers' family. DFPS will continue making any monthly assistance payments properly provided under this Agreement, regardless of the family's state of residence, as long as DFPS has a valid address.

3. Extended Permanency Care Assistance

(To be selected only if the child is between 16 and 18 years old at the time the permanency care assistance agreement is signed for the first time and the child meets the educational and vocational requirements in Section II.M. after turning 18 years old)

Applicable monthly payment amount:

\$ _____ for the period _____ until _____
(applicable after child's 18th birthday)

DOB of child _____

Note: The permanent managing conservator acknowledges that benefits will be terminated if they do not provide sufficient information to demonstrate the child's eligibility for extended PCA benefits.

_____ Parent's Initial

_____ Parent's Initial

_____ DFPS Rep. Initial

4. Education and Training Voucher Program
(If applicable)

Based on need, the Education and Training Voucher program provides up to \$5,000 a year to eligible youth to be used for education related expenses including rent, utilities, childcare, computers, books, transportation, and personal expenses for youth enrolled in any college/university or specialized postsecondary vocational programs. Eligible youth include those youth who are age 16 years or older and likely to remain in DFPS foster care until age 18; or younger than 21 years old and aged out of DFPS foster care; or not yet 21 and are adopted or enter permanency care assistance after age 16.

To apply for ETV benefits, youth will need to call 1-877-268-4063 or go to www.bcfs.net/ETV

5. Deferred Assistance

Note: No benefits will be immediately provided under an agreement for deferred assistance; however, the kinship provider has a right to request benefits at a later date based upon documented changes in the needs of the child, or changes in the circumstances of the family;

6. Reimbursement of Nonrecurring Expenses

Note: This is a one-time only payment for of non recurring expenses relating to the legal process of becoming the managing conservator of the child. The reimbursement is subject to a maximum of \$2000.00 per child and the requirements set forth in 40 Texas Administrative Code §700.1043.

B. DFPS certifies that the child's eligibility for kinship permanency care assistance program is authorized by (mark only one):

Title IV-E Permanency Care Assistance



V. Appeals/Fair Hearings

A. The kinship provider acknowledge that they have been fully informed and are aware of and understand their right to appeal any DFPS decision to deny, reduce, discontinue, suspend or terminate benefits under this Agreement. The request for an appeal must be made in accordance with DFPS rules and procedures for fair hearings, including the fact that the request must be made in writing no later than 90 days after the decision or action being appealed, as specified in 40 Texas Administrative Code § 700.1057. Additional information regarding fair hearing rules, process or procedures may be requested from the local DFPS office.

B. If there is a conflict between this Agreement and a Fair Hearing Order, the Fair Hearing Order will control.

VI. Termination of Agreement

This Agreement, and any benefits being paid under this Agreement, will terminate when the child reaches the age of 18, or 21 if the kinship providers are receiving extended permanency care assistance benefits on behalf of the child. However, DFPS may terminate the Agreement at an earlier date for one of the following reasons:

1. the kinship providers are not awarded PMC of the child;
2. the kinship providers are no longer legally responsible for the child's care due to a change in the legal status of the child prior to reaching the age of 18;
3. the kinship providers are no longer providing any care or other support to the child;
4. the child dies;
5. we discover the child was mistakenly determined eligible for benefits;
6. the kinship provider requests an earlier termination date; or
7. the child is over the age of 18 and receiving extended permanency care assistance benefits and no longer meets, or the parents fail to submit documentation sufficient to demonstrate that the child meets, the educational and vocational requirements in Section II.M of this Agreement.

Kinship Provider Signature

Date

Kinship Provider Signature

Date

DFPS Representative's Signature

Date

Include DFPS address where changes should be sent:

