



Tennessee Department of Children's Services

Relative Caregiver Program Stipend Agreement (Non-Custodial)

CHILD IDENTIFYING INFORMATION: (Each child will have their own sheet)				
Child's Last Name:	Child's First Name:	Middle:	Date of Birth:	Person ID:
Sex:	Race:	Hispanic/Latino:		
CAREGIVER INFORMATION:				
Caregiver Last Name:	Caregiver First Name:	Caregiver Address:	Caregiver Email Address:	Caregiver Phone Number:
I. PARTIES TO THE RELATIVE CAREGIVER PROGRAM AGREEMENT				
The following Agreement has been entered into by the Tennessee Department of Children's Services (Agency), Relative Caregiver Program (RCP) providers, and _____ (Relative Caregiver), for the purpose of providing the proper care for the child, _____.				
II. RIGHTS AND RESPONSIBILITIES OF ALL PARTIES TO THE RELATIVE CAREGIVER PROGRAM AGREEMENT				
<p>All parties to this Relative Caregiver Program Stipend Agreement (Agreement), namely the Relative Caregiver and the Agency are subject to the terms and conditions documented herein. This agreement shall be effective the date indicated on this contract and remain in effect as long as the eligibility requirements are met or until the conditions for termination exists. The Agreement must be signed by all parties and a signed copy shall be given to each party. It is expressly understood that it is incumbent upon the Relative Caregiver to keep the Agency's Central Office, the relative caregiver program staff, or any successor unit, apprised of any circumstance or condition that would necessitate modification of this Agreement or cause this Agreement to terminate. I understand that if we knowingly provide false information with regard to this statement or any information that I provide to the Department regarding eligibility criteria, could result in my having to repay funds to the Department and termination of the Agreement.</p> <p>The Agency agrees to provide payment and services as stipulated throughout this Agreement and any superseding Agreement entered into between the parties.</p>				
III. AGREEMENT				
A. This Document is the:				
Initial Agreement	The Relative Caregiver agrees that he/she/they intend to participate in the program and utilize stipend payments to care for the children in their care.			
Amended Agreement	This serves as an amendment to the previously approved Relative Caregiver Program Agreement. The reason is due to the following:			
Renewal Agreement	This serves as a renewal to the Relative Caregiver Program Agreement for _____. The child remains in the care and custody of the Caregiver and the conditions which led to the child's initial determination of eligibility continue to exist at the same level of care.			
Termination Agreement	_____ no longer meets the requirements for the Relative Caregiver program. This agreement serves as a termination to all benefits and services previously established and approved in the initial agreement and any subsequently approved amended agreements and/or renewals. This agreement is being terminated effective _____ due to the following reason(s):			

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IV. PROVISIONS OF THE AGREEMENT
A. Payment
1. In accordance with the Agency's foster care rate structure, The Relative Caregiver will be paid based on a daily rate for the number of days for the current month. _____ will receive \$ _____ per day, effective _____.
2. The amount of the Relative Caregiver payment does not exceed half the foster care payment for the child if he/she were in an Agency foster family home in the state of Tennessee.
V. REVIEW TO THE AGREEMENT
A. This Agreement may be reviewed at any point after approval when there is a change in circumstances as referenced in section V.
B. All Amended agreements shall supersede and replace any and all previous agreements between the Agency and the Caregiver.
C. The Agency reserves the right to revise/modify, make corrections or terminate the Agreement due to error or oversight concerning the child's eligibility for the Relative Caregiver Program, the funding source, the daily rate, content in the Relative Caregiver Program agreement, or changes made in the Agency's administrative Relative Caregiver Program policy, rules or regulation which govern the Relative Caregiver Program.
VI. RENEWING THE AGREEMENT
A. The relative caregiver will cooperate with review of eligibility, conducted by the RCP provider every three (3) months. A formal redetermination will occur annually.
1. The RCP provider will ensure that participants maintain eligibility.
2. DCS will provide guidance to RCP providers on the requirements for participant redeterminations. The RCP provider is responsible for gathering the necessary documents from the relative caregiver to support the approval of the participant's continued enrollment in RCP.
3. RCP providers will provide to DCS all updated eligibility documents.
4. On an annual basis, the RCP provider will provide to DCS, in the manner prescribed by the Department, all redetermination documents even if there have been no changes from the initial submission of the documents.
VII. APPEAL -
A. Relative Caregivers may appeal DCS's denial, termination, or modification of their child's Stipend by using the state's Fair Hearing and Appeal Process. Relative Caregivers must appeal an adverse decision within ten (10) business days of written notice of adverse action. If adverse action is upheld, the appeal payments continued during the appeal period will be considered an overpayment and will be subject to recovery. The following are the steps in the appeal process:
1. If DCS determines the Stipend will be denied, terminated, or modified, the Relative Caregiver provider must notify the relative caregiver, within 5 business days, in writing, utilizing form CS-0403, Appeal for Fair Hearing, which must be given to the relative caregiver at the same time as the notification.
2. The relative caregiver must be informed of the timeframe in which they have to file an appeal. They must also be provided with the fax number and mailing address to send form CS-0403, Appeal for Fair Hearing.
3. The Administrative Procedures Division will notify the appropriate county office if an appeal of the Relative Caregiver Program is received. Once notified by the Administrative Procedures Division, the county must follow the direction of that office to ensure due process protocol is followed.
4. DCS staff must complete an Appeal Summary as directed by the Administrative Procedure Division.
5. Additional information may be accessed by contacting the TN DCS Administrative Procedures Division at: 200 Athens Way, 2nd Floor Suite B, Nashville, TN 37243 (Using Fed Ex or UPS 37228); Phone: 615-741-1110; Fax: 615-741-4518.

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6. Relative caregivers may request a review of DCS's denial, termination, or modification of their enrollment in the Relative Caregiver Program by informing the RCP provider of their objection within 10 days of the determination. The RCP provider will then notify DCS Central Office via email, for a review of the determination. DCS Central Office has 10 business days from receipt of the request to respond via email to the relative caregiver about the final decision regarding the review and the justification.

VIII. TERMINATION

A. The Relative Caregiver Program agreement may be subject to termination if any of the following circumstances exist. The Agency will be notified if:

1. The Caregiver requests termination.
2. The residence of address changes for the Caregiver and/or the child.
3. The Caregiver's legal responsibility to the child ends.
4. The birth parent lives in the relative caregiver's home.
5. The child(ren) enters State's Custody.
6. The court changes legal custody of the child(ren) to a different person.
7. The Agency determines that the Caregiver is not financially supporting the child.
8. The child marries.
9. The child enlists in military service.
10. The Agency determines that a child was made eligible for the Relative Caregiver Program in error. The Agency reserves the right to terminate the Relative Caregiver Program agreement due to error or oversight concerning the determination of eligibility for the Relative Caregiver Program.
11. The child dies.
12. The Caregiver dies.
13. If the child has reached the age of eighteen (18).
14. The child(ren) no longer meets the eligibility criteria used to continue the Stipend.
15. The relative caregiver fails to complete the redetermination process.

Check all that apply:

Documentation

<input type="checkbox"/> We/I certify that the relative caregiver has been awarded custody of the child by a final order of a court.	Court Order
<input type="checkbox"/> We/I certify that the relative caregiver is within the first, second, or third degree of relationship to the parent or stepparent of the child. i.e. Through blood, marriage, or adoption.	Verification of Relationship Documentation
<input type="checkbox"/> We/I certify that the relative caregiver does not have a total adjusted household income that exceeds twice the current Federal Poverty Guideline based on the size of the family unit.	Proof of employment and documentation of income
<input type="checkbox"/> We/I certify that the relative caregiver is twenty-one years of age or older.	Proof of Age and Identification
<input type="checkbox"/> We/I certify that a parent of the child does not reside in the relative caregiver's home.	Verification of Parent's whereabouts OR Verification of all members of the Caregiver's household.
<input type="checkbox"/> We/I certify that the relative caregiver agrees to seek the establishment and enforcement of child support, including the naming of the father of a child for the purpose of paternity establishment.	Acknowledgment, Documentation

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TO BE USED FOR ALL AGREEMENTS EXCEPT FOR TERMINATIONS

By signing below, I/we certify that I/we am/are still **legally responsible for the support of the child** and **providing financial support for the child**.

Relative Caregiver:

Date:

Sworn to and subscribed before me this _____ day of _____, 20_____

My commission expires _____

Notary Public

Notary Public Seal

Initial

Amendment

Revision

Renewal

Termination

Relative Caregiver Program Staff Signature: _____

Date _____

Initial

Amendment

Revision

Renewal

Termination

RCP Supervisor Signature: _____

Date _____

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