



## Sample Guardianship Assistance Agreement

The following agreement has been entered into by and between the (child welfare agency), hereinafter called "the Department," and (Name of Guardian(s)) hereinafter called the "guardian(s)" for the purpose of providing assistance to facilitate the transfer of guardianship of (Child's Name), hereinafter called "the child", who was born on \_\_\_\_\_.

### I. GENERAL PROVISIONS

Following the transfer of guardianship:

1. This agreement may not be amended, suspended, or terminated except by mutual agreement in writing.
2. Payment may be adjusted based on changes in the needs of the child or circumstances of the guardian(s) but only after consultation with the guardian(s).
3. The guardian(s) may request an adjustment in the monthly cash payment and/or services. The request shall include documentation of changed circumstances of the guardian(s) or needs of the child that require such an adjustment.
4. This agreement shall remain in place regardless of the place of residence of the guardian(s) and the child and guardianship assistance payments shall continue. For purposes of continued Medicaid reimbursement, and the receipt of other services, after the guardian(s) and child move to another state, the following shall apply:  
\_\_\_\_\_.
5. This agreement cannot be transferred by the guardian(s) to any other party.
6. This agreement will become effective upon the entering of a court order granting guardianship of the child to the guardian(s).

### II. OBLIGATIONS OF THE GUARDIAN(S)

The following are obligations of the guardian(s):

1. The Department is required to conduct reviews to confirm that the guardian(s) remains legally and financially responsible for the child, in part to re-certify the child's eligibility for Medicaid benefits. Written notice will be sent annually to the guardian(s) along with a form that must be completed and returned to the Department.
2. The guardian(s) agrees to notify their Department worker no later than 30 days after the following occurrences:
  - a. When there is a change of residential address or mailing address of the guardian(s) and/or the child;
  - b. When the child is no longer the legal responsibility of the guardian(s);
  - c. When the guardian(s) no longer financially supports the child;
  - d. When the guardianship is vacated;

- e. When the child graduates from high school or equivalent;
- f. When the child becomes an emancipated minor;
- g. When the child marries;
- h. When the child enlists in the military;
- i. When the mental or physical incapacity of the guardian(s) prevents the guardian(s) from discharging the responsibilities necessary to protect and care for the child;
- j. When the custodial status of the child changes;
- k. When the child dies.

**III. OBLIGATIONS OF THE DEPARTMENT**

The following are obligations of the Department:

1. **Nonrecurring Expenses for Guardianship** The Department agrees to pay the total cost of nonrecurring expenses for reasonable and necessary miscellaneous costs and legal fees that are directly related to the transfer of guardianship of a child, subject to the maximum of \$2,000 per child.
2. **Monthly Cash Payment** The Department will provide monthly payments in the amount of \_\_\_\_\_ to the guardian for the child’s care until the child reaches age 18, or later if the child meets additional specific conditions: (Add state-specific conditions for extension of benefits, if applicable).
3. **Additional Services and Assistance**

The Department will provide the following assistance and services for the child:

<b>Check those that apply</b>	<b>Service</b>	<b>Procedure for applying and ensuring continued eligibility</b>
x	<i>Medical Assistance</i>	<i>(Specify application and other procedures.)</i>
<input type="checkbox"/>	<i>Independent living services, if the child is at least 16 years of age when entering guardianship. These services include:</i>	<i>(Specify application and other procedures.)</i>
<input type="checkbox"/>	<i>Educational and training vouchers, if the child is at least 16 years of age when entering guardianship. These vouchers cover:</i>	<i>(Specify application and other procedures.)</i>
<input type="checkbox"/>	<i>Therapeutic Day Care or Employment Related Day Care</i>	<i>(Specify application and other procedures.)</i>

<input type="checkbox"/>	<i>Services needed based on psychological, medical, emotional, or other special health care needs not otherwise covered, which may include services currently being provided. These services include:</i>	<i>(Specify application and other procedures.)</i>
<input type="checkbox"/>	<i>(Specify other services.) e.g. post-permanency support services These services include:</i>	<i>(Specify application and other procedures.)</i>

The Department will provide the following additional services for the guardian:

<b>Check those that apply</b>	<b>Service</b>	<b>Procedure for applying and ensuring continued eligibility</b>
<input type="checkbox"/>	<i>(Specify services.) e.g. post-permanency support services These services include:</i>	<i>(Specify application and other procedures.)</i>
<input type="checkbox"/>		
<input type="checkbox"/>		

**IV. TERMINATION**

The Guardianship Assistance Agreement shall terminate when the Department has determined that one of the following has occurred:

1. When the terms of the guardianship assistance agreement are fulfilled.
2. The guardian(s) has requested that the payment permanently stop.
3. The guardian(s) is no longer legally or financially responsible for the child.
4. The child becomes an emancipated minor.

5. The child marries.
6. The child enlists in the military.
7. A) The child reaches age 18 and is not in high school or equivalent; or B) The child 18 years of age graduates from high school or equivalent or reaches age 19, whichever occurs first; or C) The child with a physical, mental or emotional disability which affects his/her major life activities, which existed prior to the guardianship transfer and which was documented in the assistance agreement, reaches age 21; D) The child reaches age 21 who prior to the guardianship transfer, was determined to be at risk of developing a physical, mental or emotional disability due to environmental, genetic or hereditary factors, which subsequently manifested itself. The disability affects his/her major life activities, and it is documented that it was developed prior to age 18; or E) The child reaches age 21 after continuously participating in one of the approved activities for continued IV-E eligibility under P.L. 110-351 (this last option would be applicable in a state that has taken the option to extend guardianship assistance payments to age 21 under Fostering Connections)]
8. The guardian(s) die.
9. The guardianship is vacated.
10. The child dies.

**V. APPEAL**

Guardian(s) may appeal the Department's decision to change or terminate assistance or services in accordance with (insert section of department's rules and procedures relating to appeal process). Decisions that may be appealed include payments for services for the child for whom you are guardian or denial of a request for increased assistance to provide the child with additional services. A fair hearing on the decision or action made by the Department may be requested after the guardian(s) has received notice of the decision or action. Any written notices from the Department will provide specific information about the appeal rights of guardians. To appeal a decision or action made by the Department, a written request for a service appeal is submitted to:

\_\_\_\_\_.

Signatures:

Guardian \_\_\_\_\_ date \_\_\_\_\_  
 (by signing the agreement, the guardian acknowledges receipt of a copy of the agreement)

Department Representative \_\_\_\_\_ date \_\_\_\_\_  
 Title \_\_\_\_\_

**For further information on the Guardianship Assistance Agreement, please contact Beth Davis-Pratt from the Children's Defense Fund at [edavis-pratt@childrensdefense.org](mailto:edavis-pratt@childrensdefense.org) or Jennifer Miller from ChildFocus at [jennifer@childfocuspartners.com](mailto:jennifer@childfocuspartners.com)**