



ARKANSAS DEPARTMENT OF HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES

Subsidized Guardianship Agreement

The following Agreement has been entered into by and between:

Arkansas Department of Human Services, Division of Children and Family Services, P.O. Box 1437, Slot S 565, Little Rock, Arkansas 72203 and

(Guardian Full Name(s))

(Address)

(Telephone #)

Hereafter called the "guardian(s)," for the purpose of facilitating the legal guardianship of and:

(Child's Full Name)

(Social Security Number)

(Date of Birth)

To aid the guardians in providing proper care for this child, hereafter referred to as "the child" in this Agreement.

This document is the:

Initial Agreement: The prospective guardian(s) agree(s) that he/she intends to provide guardianship to the child and has signed this document prior to finalization of guardianship for the purposes of receiving Subsidized Guardianship payments and/or services for the child under Titles XIX and XX from the time of placement.

This Agreement will become effective upon entering of a court order granting guardianship of the child to the guardians and, unless termination of the Agreement occurs as a result of one or more conditions set forth in Section IV (Revision or Termination) of this Agreement, this Agreement will remain in effect until:

- the child's eighteenth (18th) birthday if the agreement is finalized prior to the child reaching 16 years of age; or
the child's twenty-first (21st) birthday if the agreement is finalized after the child has reached 16 years of age but before the child has reached 18 years of age and if the child meets at least one of the following criteria from the age of 18 until the age of 21:
The child is completing secondary education or a program leading to an equivalent credential; or
The child is enrolled in an institution which provides post-secondary or vocational education; or
The child is participating in a program or activity designed to promote, or remove barriers to, employment; or
The child is employed for at least 80 hours per month; or
The child is incapable of doing any of the above described activities due to a medical condition.

The Agreement will remain in effect without regard to State residency of the relative guardian.

Date of Guardianship Finalization

Amended Agreement: This is an amendment of the Subsidized Guardianship Agreement for the child placed on (Date)

This Agreement will be effective (Date) and remain in effect until (Date).

PROVISIONS OF AGREEMENT

I. Relative Guardian Roles and Responsibilities

We/I, the relative guardian(s) agree(s):

- A. To continue to provide normal day to day care for the child who is placed with us.
- B. To accept this child as a member of our family with full understanding of his/her needs.
- C. To cooperate with DCFS and keep the DCFS Permanency Specialist aware of adjustment issues.
- D. To continue regular visitation and/or contact with the designated siblings and relatives (when applicable).
- E. To understand that accepting, _____ we are accepting one of a sibling group and that should disruption of placement occur with any of the siblings, we will not attempt to separate them by requesting to keep any one child (when applicable).
- F. To complete and submit, annually, CFS-435-G to the DCFS Permanency Specialist within twenty (20) business days of receipt of CFS-435-G.
- G. To adhere to all other provisions outlined in this Agreement.

II. DCFS Roles and Responsibilities

DCFS agrees:

- A. To provide the current foster home board payment until transfer of permanent guardianship at which time the monthly Subsidized Guardianship payment will be provided.
- B. To provide necessary documents at the appropriate time and process those documents in a timely fashion.
- C. To ensure that an annual report to the court is filed by the Office of Chief Counsel on behalf of the guardian(s) and child.
- D. To keep the relative guardian(s) informed of any changes or other information impacting their Subsidized Guardianship Agreement and/or payments.
- E. To adhere to all provisions outlined in this Agreement.

III. Guardianship Assistance Benefits

A. Monthly Cash Payment: Yes No

\$ _____ For _____ months

Yearly Total \$ _____

The payment will be mailed to the relative guardian(s) each month.

The amount of this monthly cash payment (Subsidized Guardianship) is based on the needs of the child and the circumstances of the guardian(s) and has been determined by mutual Agreement between the guardian(s) and the Division. The amount of the payment cannot exceed the foster care maintenance payment for the child if he/she were in a foster family home in the State of Arkansas.

Adjustments in Subsidized Guardianship payments may be made based upon changes in the needs of the child, changes in the circumstances of the guardian(s), or changes in the maximum allowable Subsidized Guardianship payment. Documentation of changes in the child's needs or family's circumstances will be required.

The Division will pay the total cost of non-reoccurring expenses associated with obtaining legal guardianship (supported by Subsidized Guardianship) of the child up to \$2,000.

B. Medical Coverage

- 1. Medical benefits as provided under Title XIX of the Social Security Act (Medicaid) will be available to any IV-E eligible child in accordance with the procedure of the State in which the child resides.
- 2. Guardians of a non-IV-E eligible child may apply for Medicaid through his or her local county office. Medical benefits will not be provided as part of this Agreement.

C. Social Services

1. Social Services as provided under Title XX of the Social Security Act will be available to the child in accordance with the procedures of the State in which the child resides.
2. Social Services will be provided as appropriate by the State of Arkansas, if not provided by Title XX, regardless of the State in which the child resides.
3. Contact your local Department of Human Services county office to access Title XX services.

D. Transitional Services

1. Appropriate Transitional Youth Services are available to children who enter into a Subsidized Guardianship arrangement after attaining 16 years of age but prior to reaching 18 years of age. The purpose of Transitional Youth Services (TYS) is to better prepare youth for successful transition to adulthood and to ensure that youth have access to an array of resources.
2. Contact your local Department of Human Services county office to learn more about Transitional Youth Services.

E. Procedures to be Followed when Moving from the State of Arkansas

Guardian(s) must follow these procedures in order to receive guardianship assistance medical coverage and social services when moving to or living in a state other than Arkansas.

1. Medical Coverage
 - a) At least ten (10) days prior to the planned move the guardian(s) should contact the DCFS Permanency Specialist in the Arkansas DHS/DCFS Foster Care Unit.
 - b) Upon arrival in the new resident state contact the local state Medicaid office to surrender the Medicaid card issued by the State of Arkansas and make application for Medicaid in the new resident state.
 - c) Take a copy of this Agreement with you.
2. Social Services
 - a) Contact the state agency responsible for the provision of social services in your new resident state as appropriate.
 - b) Take a copy of this Agreement with you.
3. Transitional Services
 - a) Contact the state agency responsible for the provision of transitional services in your new resident state.
 - b) Take a copy of this Agreement with you.

II. Notification of Change to the Guardianship Assistance Agreement and/or Payments

- A. The guardian(s) will notify the Division, in writing, within five (5) days if guardian(s) is/are no longer legally responsible for the support of the child or is/are no longer supporting the child. A written statement is required.
- B. The amount of the subsidy may be adjusted automatically due to increases in age of the child. These are system-generated adjustments and no notice will be sent.
- C. Guardian(s) shall notify the Division of changes of address at least ten (10) days prior to the move.

III. Annual Progress Report and Subsidized Guardianship Agreement Review and Subsidy Eligibility

For Subsidized Guardianships, verification of circumstances to continue the subsidy must be documented annually via CFS-435-G: Annual Progress Report and Subsidized Guardianship Agreement Review. The DCFS Permanency Specialist will send this form to the guardian(s) each year that this Agreement is in place approximately 60 calendar days prior to the anniversary date of the finalization of the family's current Subsidized Guardianship Agreement. The guardians will return the completed CFS-435-G and any supporting documentation requested within 30 calendar days of receipt of the CFS-435-G.

IV. Revision or Termination

The Subsidized Guardianship Agreement and, consequently the Subsidized Guardianship payments, shall be terminated or modified:

- A. If the child is absent from the relative guardian home for more than 14 days in a month (in such an event, the child will be eligible for only a portion of the month that he or she was in the relative guardian home) excluding when a child 18 or older lives in an approved independent living situation outside of the home (e.g., college dorm); or,
- B. When the terms of the Subsidized Guardianship Agreement are fulfilled; or,
- C. If the child begins receiving SSI, SSA, or any other source of income (the relative guardian is responsible for notifying the Division if the child begins receiving other sources of income) excluding any income that the child may earn from his or her own employment;
- D. If the child has attained the age of 18 for those who entered into the Subsidized Guardianship arrangement prior to the age of 16; or,
- E. If the child has attained the age of 21 for those who entered into the Subsidized Guardianship arrangement at the age of 16 or older; or,
- F. If the child who has an extended subsidy (i.e., up to age 21) does not meet the education or employment conditions outlined on page 1 of this agreement; or,
- G. If the child becomes an emancipated minor; or,
- H. If the child marries; or,
- I. If the child enlists in the military; or,
- J. If the relative guardian(s) are no longer legally or financially responsible for the support of the child; or,
- K. If the guardian(s) die; or,
- L. If the guardianship is vacated; or,
- M. If the child dies.

In addition, if a youth is receiving Subsidized Guardianship payments and re-enters DHS custody, the Subsidized Guardianship Agreement will be terminated until such time that the child is reunified with the relative guardian(s).

Subsidized Guardianship payments may continue to be paid on behalf of the youth if the youth moves out of the relative guardianship's home or otherwise lives independently of the guardian (s) as long as the guardian(s) continue to provide support to the youth as evidenced by supporting documentation requested by the DHS/DCFS Foster Care Unit.

V. Adoption

The child/youth shall retain eligibility for federal adoption assistance payments under the Title IV-E, provided he or she was eligible for federal adoption assistance payments when the Subsidized Guardianship Agreement was negotiated, if the guardian later decides to adopt the child.

VI. Successor Guardian

In the event that the relative guardian(s) of the child dies or is no longer able to care for the child, the relative guardian(s) may identify in this Agreement a successor guardian to potentially assist in expediting permanency for the child if and when the relative guardian can no longer fulfill guardianship responsibilities.

A successor guardian and all household members within that individual's home must submit applicable Child Maltreatment Central Registry checks, applicable State Police Criminal Record checks, and applicable Vehicle Safety Checks and be deemed eligible based on the results of those checks before being identified as a potential successor guardian in the Subsidized Guardianship Agreement or in any amendments to the Subsidized Guardianship Agreement.

Identification of a successor guardian in the Subsidized Guardianship Agreement will not guarantee an automatic transfer of guardianship in the event that the current relative guardian is no longer able to fulfill guardianship responsibilities. If the initial relative guardian dies or is otherwise incapacitated and a successor guardian was named in the initial Subsidized Guardianship Agreement (or any amendments to the Agreement), a petition may be filed for the successor guardian to assume guardianship at that point in time. After a new Subsidized Guardianship Agreement is signed by the successor guardian and DCFS and the new guardianship is entered before the court, the

subsidized guardianship assistance payments will be made to the successor guardian at that point in time, provided the child continues to meet all subsidized guardianship eligibility criteria.

If the initial relative guardian is no longer able to fulfill guardianship duties for any reason(s) other than death or incapacitation, the role of a successor guardian in the child's life will be determined on a case-by-case basis by the Division and other appropriate parties.

If the above successor guardian requirements have been met (i.e., applicable background checks have been received and deemed eligible) and all supporting documentation is filed in the provider record, please enter the successor guardian information below:

Successor Guardian Full Name(s)

(Address)

(Telephone #)

VII. **Appeal**

Guardian(s) may appeal the Division's decision to deny, terminate, or modify their child's Subsidized Guardianship Agreement and/or payments in accordance with the rules and procedures of the State's fair hearing and appeal process. The relative guardian(s) must appeal an adverse decision within (30) calendar days of written notice of adverse action. To request an administrative hearing, the relative guardian(s) must mail a copy of the form notifying them of adverse action along with the request to:

Office of Appeals & Hearings
Slot N401, P.O. Box 1437
Little Rock, AR 72203

Guardianship Assistance payments will not continue pending the determination of an appeal. Families who receive a favorable ruling in their hearing may be entitled to assistance that had been suspended.

Effective date for Titles XIX and XX: **UPON FINALIZATION OF GUARDIANSHIP**

Director's Signature
Division of Children and Family Services

Date

Guardian's Signature

Date

Guardian's Signature

Date

Successor Guardian's Signature (if identified in Section VI)

Date

Successor Guardian's Signature (if identified in Section VI)

Date

Signed copy of the Subsidized Guardianship Agreement given/sent to relative guardian(s) on _____
Date