

Subsidized Guardianship Agreement

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1)(m), Wisconsin Statutes].

The following agreement has been entered into by and between the county or the Wisconsin Department of Children and Families, Division of Safety and Permanence (hereinafter called the "department"), and [redacted] [hereinafter called the "guardian(s)"], for the purpose of facilitating the guardianship of [redacted] (hereinafter called the "child"), born on [redacted] and to aid the guardian(s) in providing proper care for the child.

- This document is the initial subsidized guardianship agreement. The guardian(s) agree that he / she / they intend to enter a guardianship for the child named above and have signed this document for the purposes of receiving subsidized guardianship payments and services for the child under Titles XIX and XX of the Social Security Act from the time of placement prior to being named as guardian(s) for the child.
- This document replaces the initial subsidized guardianship agreement signed. It represents a redetermination of the subsidized guardianship payment.
- This document is the initial subsidized guardianship agreement. The Order of the guardianship for the child named above has already occurred. The Department of Hearings and Appeals has ordered the agency or department to provide subsidized guardianship payments and services for the child under Titles XIX and XX of the Social Security Act from the date indicated on the Order. A copy of the Order issued by the Division of Hearings and Appeals is attached to this agreement.
- This document replaces the initial subsidized guardianship agreement. The establishment of the guardianship for the child named above has already occurred. The Division of Hearings and Appeals has ordered the agency or department to provide a subsidized guardianship payment other than the amount indicated on the original Subsidized Guardianship Agreement from the date indicated on the Order. A copy of the Order issued by the Division of Hearings and Appeals is attached to this agreement.

PROVISIONS OF AGREEMENT

I. Assistance

A. Monthly Subsidized Guardianship Payment

The amount of the monthly subsidized guardianship payment shall total \$ [redacted] per month.

The amount of this monthly subsidized guardianship payment 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 county or the department. The amount of subsidized guardianship payment shall not exceed the foster care maintenance payment received by the guardian(s) for the month immediately preceding the month in which the guardianship order was granted if the child was in foster care in that month or shall not exceed the maintenance payment for the child if he / she was in a foster home in the state of Wisconsin. Adjustments in the monthly subsidized guardianship payment may be made with the concurrence of the guardian(s) based on the needs of the child, or changes in the maximum allowable monthly subsidized guardianship payment. Documentation of changes in the child's needs or family circumstances may be required. If it is determined by the agency or department that an overpayment has been made to the guardian(s), the department or agency shall have authority to collect the overpayment through a mutual agreement with the guardian(s). If this results in an unsuccessful collection, the county agency or department or county shall have authority to pursue other collection efforts.

B. Medical Care

1. Medical benefits as provided under Title XIX of the Social Security Act (Medicaid) will be available to the child in accordance with the procedures of the state in which the child resides. The benefits provided through Medicaid will vary from state to state and are subject to change based on federal and state legislation. If the child is not eligible for Medicaid in the state of residence, Wisconsin will provide Medicaid.
2. Medicaid provides benefits when other insurance does not provide coverage. Documentation of changes in health and other insurance may be required.

C. Nonrecurring Guardianship Expenses

The agency or department agrees to reimburse the guardians(s) for expenses that are reasonable and necessary for the guardianship to occur, subject to a maximum of \$2,000. The expenses must: 1) directly relate to the guardianship; 2) not be in violation of state or federal law; and, 3) not have been reimbursed from other sources of funds. Reimbursement may only be requested after guardianship has been ordered. The request for reimbursement must be submitted within two years after the date of guardianship finalization.

D. Social Services

Social services 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.

Comment [TM1]: This field is pre-filled with the name of the guardian(s) that the Subsidized Guardianship Agreement is being created for (the searched provider). This field can be edited on the template however these modifications will not be saved after the template has been closed.

Comment [TM2]: This field is pre-filled with the name of the child that the Subsidized Guardianship Agreement is being created for. This field can be edited on the template however these modifications will not be saved after the template has been closed.

Comment [TM3]: This field is pre-filled with the birthdate of the child. This field is editable on the template however these modifications will not be saved after the template has been closed.

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- Independent Living Services if the child achieved guardianship after age 15 and was in out-of-home care for at least 6 months.
- Child care subsidy through the Wisconsin Share program as if the child were still in foster care.

E. Moving Out-of-State

The guardian(s) should notify the department or agency of their new address. Any monthly subsidized guardianship payment will continue from the county agency or department. The agency or department will refer the child to the new residence state for eligibility to receive Medicaid under Title XIX of the Social Security Act. The interests of the child are protected through Wisconsin's participation in the Interstate Compact on Adoption and Medical Assistance. If a needed service specified in the agreement is not available in the new state or service area of residence, the agency or department remains financially responsible for providing the specified service(s) while the subsidized guardianship agreement is in effect.

II. Notification of Change

A. It is the responsibility of the guardian(s) to immediately notify the agency or department for the duration of this agreement of the following:

- | | |
|--|--|
| 1. Change in family's address | 7. Date of completion of high school or equivalent program |
| 2. Change in the child's guardian(s) | 8. Change in health insurance benefits |
| 3. Date child enters military | 9. Date guardian(s) is no longer supporting child or is no longer legally responsible to support child |
| 4. Date of marriage of child | 10. Date the child is removed from the care of the guardian(s) and placed into out-of-home care |
| 5. Date child is no longer in the home | |
| 6. Date of death of the child | |

Notification of any of the above circumstances should be provided to the agency or department in writing at:

Telephone Number: () - -

Fax Number: () - -

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B. Annually, the agency or department shall send written notification to the guardian(s) referencing the guardianship responsibilities specified in II. A. Notification shall include families who have moved out-of-state. The guardian(s) shall return the Annual Review questionnaire within 30 days or subsidized guardianship payments will be suspended.

C. The department shall send written notification to the guardian(s) of changes in the subsidized guardianship agreement or other program requirements implemented as a result of state or federal law or policy change.

III. Discontinuance

Discontinuance shall occur in any of the following circumstances:

- A. This agreement shall discontinue upon the conclusion of the terms of this agreement.
- B. This agreement shall discontinue upon request of the guardian(s).
- C. Subsidized Guardianship payments shall discontinue when the child reaches the age of 18, with the following exceptions:
 - 1. Subsidized Guardianship payments may continue up to age 19 if the child is a full-time student in high school or the equivalent.
 - 2. Subsidized Guardianship payments may continue up to age 21 if the child has attained 21 years of age and the child has a mental or physical disability which warrants continuation of assistance to 21.
- D. This agreement shall discontinue upon the child's death, marriage, or entry into military service.
- E. This agreement shall discontinue upon the death of the guardian in a single parent family or the death of both guardians in a two parent family.
- F. This agreement shall discontinue at the cessation of legal responsibility of the guardian(s) for the child.
- G. This agreement shall discontinue if the department determines that the child is no longer receiving support from the guardian(s).
- H. This agreement shall discontinue if the agency having placement and care responsibility of the child removes the child from the home of the prospective guardian(s) prior to the transfer of guardianship.

I. This agreement shall be null and void if the guardianship does not occur prior to the child reaching the age of 18.

IV. **Appeal**

The guardian(s) may appeal the agency or department's decision within 45 days of the notice to change, reduce or terminate the subsidized guardianship agreement or payment in accordance with rules and procedures of the State's fair hearing and appeal process.

A request for a hearing should be addressed to: Division of Hearings and Appeals
P.O. Box 7875
Madison, WI 53707

V. **Special Provisions**

This agreement shall remain in effect regardless of the state in which the guardian(s) reside at any given time.

Under no circumstances shall the agency or department use the provision of the subsidized guardianship agreement as a cause for monitoring family functioning after the guardianship is established.

The parties to this agreement certify that the information provided is true and complete to the best of their knowledge and belief. The guardian(s) understand that he / she / they may be asked to provide proof of eligibility for benefits and that giving false information may result in discontinuance of subsidized guardianship payments and / or prosecution for fraud.

Yes No The guardian(s) confirm that he / she / they have read and understand the terms of this agreement.
Initials Initials

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_____ SIGNATURE – Guardian Parent 1	_____ Date Signed	_____ SIGNATURE – Guardian Parent 2	_____ Date Signed
_____ SIGNATURE – Agency Representative	_____ Date Signed	_____ SIGNATURE – Authorized County or Department Representative	_____ Date Signed

The name(s) / address of the parties to this agreement shall be released to the Foster Care and Adoption Resource Center in Wisconsin, in Wisconsin. This will allow the party / parties to this agreement to receive notification of new programs, available training, upcoming events or information about post placement services. (Names / addresses **will not** be released to any other source.) **If this is not agreeable, the party / parties to the agreement must sign here.**

The agency representative provided an original signed copy of this agreement to the proposed guardian(s) on _____.

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