

**STATE OF RHODE ISLAND  
DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES**

**GUARDIANSHIP ASSISTANCE AGREEMENT**

Guardianship provides the caregiver with the legal authority to make decisions on behalf of the child, the ability to care for the child without child welfare agency intervention, the opportunity to provide a safe and stable environment for the child without terminating parental rights and provides a permanency option for older children who do not want to be adopted. Guardianship provides the child with a sense of belonging, which is essential to the long-term well-being of that child. The Department provides financial support to guardian caregivers who require support and services for the children in their care.

Primary Service Worker :		Phone # :	
Supervisor :		Phone # :	

The following Agreement is being entered into by the Rhode Island Department of Children Youth and Families, hereafter called "The Department" and

Guardian:		Social Security # :	
Guardian:		Social Security # :	
Street Address :		City :	
State :		Zip Code :	
Phone # (Home)		Phone # (Work) :	

Child:	DOB:
Date of Placement:	Social Security #:
Type of Assistance	<input type="checkbox"/> Financial <input type="checkbox"/> Medical <input type="checkbox"/> Child Care <input type="checkbox"/> Non-Recurring Expense

The Guardian(s) agrees to provide guardianship for \_\_\_\_\_ and has signed this document prior to finalization of the guardianship, for the purposes of receiving guardianship assistance payments and/or services for the child. The guardianship assistance is subject to annual recertification on the anniversary of finalization.

**I. TITLE IV-E ELIGIBILITY**

This section must be completed with the assistance of the IV-E Eligibility Unit prior to submission of the Guardianship Assistance Agreement for administrative review and approval.

- A. Initial Placement Date: \_\_\_\_\_  
 Voluntary Agreement Date \_\_\_\_\_ Review/Approval of Placement Date: \_\_\_\_\_
- B. At the time of initial placement was the child IV-E eligible:  Yes  No
- C. The child is eligible for Title IV-E kinship guardianship assistance if:
1. The child has been removed from home pursuant to a voluntary placement agreement or as a result of a judicial determination to the effect that continuation in the home would be contrary to the welfare of the child, and eligible for Title IV-E foster care maintenance payments while residing for at least six (6) consecutive months in the home of the prospective relative guardian, who is a licensed foster parent.  
 Yes  No
  2. Being returned home or adopted are not appropriate permanency options for the child.  
 Yes  No
  3. The child demonstrates a strong attachment to the prospective relative guardian and the relative guardian has a strong commitment to caring permanently for the child.  
 Yes  No
  4. A child who has attained fourteen (14) years of age has been consulted regarding the kinship guardianship arrangement.  
 Yes  No
- D. Child is eligible for Title IV-E Guardianship Assistance:  Yes  No
- E. Child, who is the sibling of an eligible child, is eligible for Title IV-E Guardianship Assistance:  
 Yes  No

## II. BENEFITS

### A. MEDICAL CARE

1. Medical (Medicaid) benefits as provided under Title XIX of the Social Security Act will be available to \_\_\_\_\_, who is eligible for Title IV-E Guardianship Assistance, in accordance with the procedures of the state in which he/she resides.
2. Rhode Island Medical Assistance benefits will be available to \_\_\_\_\_, who is not eligible for Title IV-E Guardianship Assistance, as long as the family resides in Rhode Island.

3. Family Third Party Medical: Is guardian covered by medical insurance?

Yes No

The child must be included in the family's coverage if there is no increase in cost to the family.

Name of Insured: Insurance Provider Name:	Type of Insurance: ID# :	<input type="checkbox"/> Individual <input type="checkbox"/> Family
Name of Insured: Insurance Provider Name:	Type of Insurance: ID#:	<input type="checkbox"/> Individual <input type="checkbox"/> Family

**B. MONTHLY CASH PAYMENT: Yes No Daily Amount: \$**

1. The amount of this payment (guardianship assistance) is based on the needs of the child and has been determined by mutual agreement between the guardian(s) and the Department.
2. The amount of the payment cannot exceed what the foster care maintenance payment would be for if he/she was placed in a Department foster care home.

**C. SOCIAL SERVICES**

1. Social Services as provided under Title XX of the Social Security Act will be available in accordance with the procedures of the state in which resides.
2. Child Care Services Yes No
  - a. If it is determined through pre-screening by the DCYF Permanency Services Unit that an adoptive family is likely to be eligible for child care assistance through the Rhode Island Department of Human Services (DHS), the adoptive family may be referred to DHS to apply for child care assistance. Eligibility for DHS child care services is based upon family income and the need for child care in accordance with the provisions of RIGL 40-5.2, The Rhode Island Works Program outlined.
  - b. In the event a guardian, who applies to DHS for child care assistance is not found eligible for services through DHS, the adoptive parent may apply to DCYF for child care services for a child up to the age of six (6) as part of the guardianship assistance. The guardian must provide verification of denial of eligibility for child care services through DHS.

- c. The Department will cover the cost of child care services under the following circumstances:
  - i. The child is under the age of six (6).
  - ii. The guardian(s) living in the household shall provide documentation of employment and proof that their hours of employment will not allow them to care for the child.
- d. Child care services will be provided by a licensed child care provider, at DHS rates, up to the child's sixth birthday.

**D. NON-RECURRING EXPENSES**

The Department will be responsible for reimbursing guardian(s) for reasonable non-recurring guardianship expenses not to exceed \$2,000.00. Non-recurring expenses for which the Department may assume financial responsibility include reasonable and necessary guardianship fees, court costs, attorney fees, travel and lodging costs and agency fees for home studies, placement supervision and finalization services. The type(s) of non-recurring guardianship expenses to be reimbursed must be identified in this agreement. The Guardian(s) certify that the non-recurring expenses to be reimbursed were incurred by the Guardian(s), and are not being reimbursed from other sources or funds, and have not been incurred in violation of state or federal law. The Guardian(s) are responsible to submit receipts or any other type of documentation of payment for non-recurring guardianship expenses to the Permanency Services Unit.

Non-Recurring Expense Type:	Amount:
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**III. NOTIFICATION OF CHANGE**

- A. Guardian(s) will immediately notify the department, in writing, if they are no longer legally responsible for the support of the child or are no longer supporting the child.
- B. Guardian(s) will notify the Permanency Subsidy Coordinator of changes of address.
- C. The Guardian(s) agree to provide the Department with any and all necessary releases of information in order that the Department may be able to monitor the provisions of this agreement.

**IV. ADJUSTMENT**

- A. At any time during the term of this Agreement either the Department or the Guardian(s) may request an adjustment in the guardianship assistance payment. Some situations that may justify an

increase or decrease in the guardianship assistance payment or services include:

1. A request for an increase in amount of guardianship assistance by the Guardian(s) up to the amount the child would receive in a Department foster care home.
  2. A change in the circumstances of the Guardian(s).
  3. A shortage of state or federal funds
  4. A lack of availability of a program
- B. In the event the Guardian(s) request an increase in the guardianship assistance payment, the Guardian(s) shall be responsible to document the changes in the needs of the child or circumstances of the Guardian(s) to support the request for an increase in the guardianship assistance payment not to exceed the limits set forth in DCYF policy.
- C. The Department has the right to initiate a request to decrease the guardianship assistance payment at any time during the term of this Agreement.
- D. Guardianship assistance payments for a Title IV-E eligible child may be adjusted periodically, in consultation with the relative guardian, based on the circumstances of the relative guardian and the needs of the child.
- E. The provision of State funded services, including state funded guardianship assistance payments, is subject to annual review and approval of the Department.
- F. The Department's Permanency Subsidy Coordinator is responsible to negotiate with the Guardian(s) any adjustment to the guardianship assistance payment.

## **V. TERMINATION**

Termination will occur in any of the following circumstances:

- A. Upon the Guardian(s) request.
- B. In accordance with the terms of this agreement, guardianship assistance payments will terminate when the child reaches the age of 18.
- C. Upon the death of the Guardian of the child (one in a single parent family and both in a two-parent family).
- D. If the Department determines that the Guardian(s) are no longer legally responsible for the child.
- E. Guardian(s) are no longer providing support for child.

**VI. APPEAL**

Guardian(s) may appeal the Department’s decision to reduce, change or terminate guardianship assistance in accordance with the rules and procedures of the state’s fair hearing and appeal process. Information relating to the appeal process may be requested from the Permanency Subsidy Coordinator’s Office.

**VII. LIFE OF THE AGREEMENT**

This agreement will become effective upon finalization by a decree of guardianship by a court of appropriate jurisdiction and will expire on the child’s birthday, unless termination occurs as a result of one or more of the conditions set forth in Section V, Termination. The waiver of any term or condition of the agreement by either party shall not constitute a precedent in the further enforcement of any and all terms contained herein. This agreement shall remain in effect regardless of the state of residence of the guardians(s).

**THE DEPARTMENT’S OBLIGATION TO PROVIDE STATE FUNDED GUARDIANSHIP ASSISTANCE PAYMENTS AND/OR SERVICES IS SUBJECT TO THE APPROPRIATION OF FUNDS.**

**THE PARTIES MUTUALLY AGREE THAT THIS ASSISTANCE AGREEMENT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE GUARDIAN(S) AND THE DEPARTMENT FOR THE CHILD.**

_____	_____	_____	_____
Guardian’s Signature	Date	DCYF Representative	Date
_____	_____	_____	
Guardian’s Signature	Date	Title	

Signed copy of the Guardianship Assistance Agreement provided to the Guardian(s) on \_\_\_\_\_