**Subsidized Guardianship Agreement**

**Use of Form**: If it has been determined that a subsidized guardianship is appropriate for the eligible child and the prospective guardian(s), the agency must negotiate and enter into a written, binding subsidized guardianship agreement with the prospective guardian(s). The agreement must be completed and signed by the agency and the prospective guardian(s), and the agency must provide a copy of the signed agreement to the prospective guardian(s) before the court awards guardianship. 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 tribe, county department, Division of Milwaukee County Child Protective Services, or the Wisconsin Department of Children and Families, Division of Safety and Permanence (hereinafter called the "agency"), and |
| Guardian 1 Full Name      |  | Guardian 2 Full Name      |
| (Hereinafter called the "guardian(s)"), for the purpose of facilitating the guardianship of |
| Child’s Full Name       | (Hereinafter called the "child"), |
| born on |       | and to aid the guardian(s) in providing proper care for the child. |
|  | (mm/dd/yyyy) |  |
| [ ]  | This is the initial subsidized guardianship agreement. The guardian(s) agree that 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 date indicated on the guardianship order. |
| [ ]  | This is the initial subsidized guardianship agreement. The court has entered the final guardianship order for this child. The Department of Hearings and Appeals (DHA) has ordered the agency 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 DHA order. A copy of the DHA order is attached to this agreement. |
| [ ]  | This 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 (DHA) has ordered the agency to provide a subsidized guardianship payment other than the amount indicated on the original Subsidized Guardianship Agreement from the date indicated on the DHA order. A copy of the DHA order 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 | $       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 agency. The subsidized guardianship payment amount shall not exceed the foster care payment received by the guardian(s) for the month immediately preceding the month in which the guardianship order was granted.Adjustments to the monthly subsidized guardianship payment may be made if there has been a substantial change in circumstances regarding the child in one or more areas of identified needs and the guardian(s) requests the agreement be amended. Documentation of changes in the child’s needs is required for the agency to determine if the child has an increase in needs in one or more categories of the supplemental portion of the subsidized guardianship payment. To request an amendment to this agreement, contact the agency listed below.If the agency determines that an overpayment has been made to the guardians(s), the guardian(s) agree that the agency has the authority to collect the overpayment. An overpayment to a guardian who continues to receive subsidized guardianship payments may be recovered by reducing the amount of the person’s monthly payment. If the guardian(s) decline to return the overpayments voluntarily, the agency has the authority to pursue any legal remedies to collect overpayments. |
|  | B. | Medical Assistance |
|  |  | Medical assistance provided under Title XIX of the Social Security Act (Medicaid) is 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.Medical assistance may not be used as primary insurance coverage for care of a child that is covered by a guardian’s private health insurance. If the child is covered by the guardian(s)’ private health insurance, the private insurance is the child’s primary insurance and Title XIX Medicaid is considered the child’s secondary insurance. |
|  |  | While the child and guardian(s) are residents of Wisconsin, medical benefits are provided to the child through the Wisconsin Medicaid Program regardless of their Title IV-E eligibility status. If the child and guardian(s) reside outside Wisconsin, the child’s eligibility for Medicaid in the new state of residence will depend on the child’s Title IV-E Eligibility status. The child’s interests are protected through Wisconsin’s participation in the Interstate Compact on Adoption and Medical Assistance (ICAMA).If the child and guardian(s) are considering moving to another state and that decision will be impacted by the child’s ability to receive Title XIX Medicaid in the new state of residence, the guardian(s) may contact the Wisconsin ICAMA program at (866) 666-5532, option 3, prior to moving to determine the child’s eligibility to receive Medicaid in the new state of residence.The guardian(s) shall notify the Department of Children and Families’ ICAMA Administrator (866-666-5532, option 3) of their new address within 30 days of moving or prior to moving if possible. If the child is eligible to receive Medicaid in the new state of residence, the Wisconsin ICAMA Administrator will submit an ICAMA referral on the child’s behalf authorizing Medicaid eligibility in the new state of residence under Title XIX of the Social Security Act.If the child is not eligible for medical assistance in the child’s new state of residence, the child may maintain coverage under Wisconsin’s Medicaid Program upon request, but this coverage may not be accepted by providers in the new resident state. The guardian(s) may also apply for Medicaid in the new residence state on their own. |
|  | C. | Nonrecurring Guardianship Expenses |
|  |  | The agency 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 obtaining guardianship of the child (e.g., court costs, attorney fees, etc.); 2) not be in violation of state, tribal, or federal law; and 3) not have been reimbursed from another source. The guardian(s) may request reimbursement only after guardianship has been ordered and must make the request within two years of the guardianship order. |
|  | D. | Additional 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 including:1. Independent Living Services (e.g., education and training voucher funds) up to age 21 if the child achieved permanency through guardianship on or after their 16th birthday.
 |
|  |  | The guardian may be eligible for adoption assistance under Wis. Stat. s. 48.975 and 42 U.S.C. s. 673 for care of the child if the guardian later decides to adopt the child. In determining eligibly for adoption assistance, the placement of the child in the home of the guardian and any subsidized guardianship payments will be considered to have never been made. |
|  | E. | Moving Out-Of-State |
|  |  | The subsidized guardianship agreement will remain in effect regardless of the state in which the guardian(s) reside at any given time. The guardian(s) shall notify the agency when their address changes. The agency 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 (ICAMA). 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 notify the agency within 10 calendar days if any of the following occur while this agreement is in effect: |
|  |  | 1. | The guardian(s)’s address changes | 7. | The child dies |
|  |  | 2. | There is a change in the child’s guardian(s) | 8. | The child enters the military  |
|  |  | 3. | The child gets married | 9. | The guardian(s) is no longer supporting child or is no longer legally responsible for supporting the child |
|  |  | 4. | The child completes high school or an equivalent educational program after reaching 18 years of age |  |  |
|  |  | 5. | The child is no longer living in the home of the guardian(s) | 10. | The child’s parent is residing with the guardian(s) |
|  |  | 6. | If the child is covered by the guardian’s health insurance and the guardian’s health insurance benefits change or if the child was not covered by the guardian’s health insurance and becomes | 11. | The child is placed outside the guardian’s home |
|  |  | Notification of any of the above circumstances should be provided to the agency at: |
|  |  |  | Fillable by Agency | Telephone Number: Fillable by AgencyFax Number: Fillable by Agency |
|  | B. | The agency shall send an annual review questionnaire to the guardian(s) to determine whether the child and guardian remain eligible for subsidized guardianship payments. The guardian(s) shall return the annual review questionnaire within 30 days of receipt. The subsidized guardianship payments will be suspended if the agency does not receive the completed questionnaire by the guardian’s annual review date.  |
|  | C. | The agency 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** |
|  | This agreement may terminate under any of the following circumstances: |
|  | A. | The conclusion of the terms of this agreement. |
|  | B. | The written request of the guardian(s). |
|  | C. | When the child reaches the age of 18, with the following exceptions: |
|  |  | 1. The child is 18 years old and is enrolled in and regularly attending a secondary education classroom program leading to a high school diploma or the equivalent.
 |
|  |  | 1. The child is 19 or 20 years old, and all the following apply:
 |
|  |  |  | a. The child is enrolled in and regularly attending a secondary education classroom program leading to a high school diploma or the equivalent; |
|  |  |  | b. The child has a physical, emotional, or behavioral need; |
|  |  |  | c. The social security administration has determined that the child is ineligible for Social Security disability insurance or Supplemental Security Income for not meeting the disability standard in 42 U.S.C. s. 423(d) or 42 U.S.C. s. 1382c(a); and |
|  |  |  | d. The agency determines that the child’s physical, emotional, or behavioral need warrants the continuation of assistance under Wis. Stat. s. 48.623. |
|  |  | 1. The child is under age 21 and all the following apply:
 |
|  |  |  | a. The child is a full-time student at a secondary school or its vocational or technical equivalent; |
|  |  |  | b. There is an individualized education program under Wis. Stat. s. 115.787 in effect for the child, and the guardian or interim caretaker submits a copy to the agency; and |
|  |  |  | c. The subsidized guardianship agreement for the child became effective after the child turned 16 years old. |
|  | D. | The child’s death, marriage, or entry into military service. |
|  | E. | The child’s guardian(s) has changed. |
|  | F. | The child is no longer living with the guardian(s). |
|  | G. | The child graduated, completed, or dropped out from a full-time kindergarten to 12th grade educational program or its equivalent. |
|  | H. | The guardian(s) is no longer supporting the child. |
|  | I. | The guardian(s)’s legal responsibility for the child has ended. |
|  | J. | The child’s parent is residing with the guardian(s) and child (unless the child’s parent is a minor or subject to an order for adult protective services or protective placement under Wis. Stat. s. 55.12). |
| **IV.** | **Naming of Successor Guardian(s)** |
|  | You may name a prospective successor guardian(s) of the child to assume the duty and authority of the guardianship upon death or incapacity of the guardian(s). The prospective successor guardian(s) would be eligible for monthly subsidized guardianship payments only if the conditions specified in Wis. Stat. s. 48.623(6)(bm) and Wis. Admin. Code. s. DCF 55.125 are met, and the agency enters into a written, binding subsidized guardianship agreement with the prospective successor guardian(s) before the court appoints the guardianship order under Wis. Stat. s. 48.977(5m) or under a substantially similar tribal court order that originated in Wisconsin. |
|  | Prospective Successor Guardian 1 Full Name      | Prospective Successor Guardian 2 Full Name      |
| **V.** | **Appeal** |
|  | The guardian(s) may appeal the agency’s decision to: |
|  | 1. Deny their request for an amendment to the subsidized guardianship payment.
 |
|  | 1. Approve their request for an amendment to the subsidized guardianship payment at an amount that is less than the amount that the guardian(s) considers appropriate.
 |
|  | 1. Decrease or discontinue their subsidized guardianship payment.
 |
|  | The appeal must be submitted to the Division of Hearings and Appeals within 45 days of the notice of the decision to be reviewed. A request for a hearing should be sent to the Division of Hearings and Appeals, P.O. Box 7875, Madison, WI 53707. |
| **VI.** | **Other Provisions** |
|  | 1. This agreement shall remain in effect regardless of the state in which the guardian(s) reside at any given time.
 |
|  | 1. The agency is required to release medical, educational, and other historical information the agency has about the child to the prospective guardian, in accordance with applicable law.
 |
|  | 1. 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.
 |
|  | 1. The name(s)/address of the parties to this agreement will be released to the Wisconsin Family Connections Center. 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.)
 |
|  **To opt out of this release, the party/parties to the agreement must initial here:** |  |  |  |  |
|  |  Initials of Guardian(s) |
|  | 1. 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 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.
 |
|  The guardian(s) confirm that they have read and understand the terms of this agreement: |  |  |  |  |
|  Initials of Guardian(s) |
| **VII.** | **Signatures** |
|  |  |  |  |  |  |  |
| **Guardian 1 Signature** |  | Date Signed |  | **Guardian 2 Signature** |  | Date Signed |
|  |  |  |  |  |  |  |
| **Agency Representative Signature** |  | Date Signed |  | **Agency Representative Signature** |  | Date Signed |
| The agency representative provided an original signed copy of this agreement to the proposed guardian(s) on |       |  |
|  | (mm/dd/yyyy) |  |