

**NORTH CAROLINA GUARDIANSHIP ASSISTANCE AGREEMENT**

**\_\_\_\_\_ COUNTY DEPARTMENT OF SOCIAL SERVICES**

This Guardianship Assistance Agreement has been entered into by and between the \_\_\_\_\_

County Department of Social Services located at: \_\_\_\_\_

Physical Address

\_\_\_\_\_, North Carolina \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
City Zip Code Telephone Number

hereafter called the "Agency" and

\_\_\_\_\_ residing at:

Full Name of Guardian(s)

\_\_\_\_\_

Mailing Address

\_\_\_\_\_, North Carolina \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
City Zip Code Telephone Number

hereafter called the "Legal Guardian" for the purpose of facilitating legal permanence through guardianship of

\_\_\_\_\_ born on \_\_\_\_\_, and to aid the guardian(s)  
Youth's First Name Date of Birth

in providing proper care for this youth.

I personally / We, the prospective guardians(s) agree(s) that I / we intend to accept guardianship of

\_\_\_\_\_ and have signed this document prior to the order granting legal

Youth's First Name

guardianship so that this youth can receive Guardianship Assistance and other benefits to which s/he is entitled; or

I personally/We, the prospective guardian(s) agree(s) that I/we have already been granted legal

guardianship of \_\_\_\_\_ and signed this agreement after the order granting legal

Youth's First Name

guardianship as a result of an appeal hearing that determined requirements for benefits had been met prior to the order granting legal guardianship.

**PROVISIONS OF THIS GUARDIANSHIP ASSISTANCE AGREEMENT**

I / We, the Legal Guardian(s), and the Agency agree to the provisions of those benefits checked below for

which \_\_\_\_\_ is eligible:  
Youth's First Name

This youth is eligible for:

- IV-E Benefits
- IV-B Benefits

**A. FINANCIAL ASSISTANCE**

Monthly cash benefits will begin the month following the order granting legal guardianship. This is expected to occur \_\_\_\_\_ and will be in the amount of \_\_\_\_\_. The amount  
Month/Year of Planned Hearing

of payment does not exceed the amount of foster care payment for the youth if he or she were to remain in a foster family home.

Non-recurring costs in the amount of \_\_\_\_\_ will also be provided to the legal guardian as reimbursement for the following expenses that were the responsibility of the guardian and were related to facilitating legal guardianship not to exceed \$2,000.00: \_\_\_\_\_  
List items and amounts

If the youth is eligible for Title IV-E Guardianship Assistance benefits, s/he is also entitled to Medicaid benefits as provided under Title XIX of the Social Security Act and they will be available to her/him in accordance with the procedures of the State in which s/he and the legal guardian(s) live(s) in. An application for Medicaid on behalf of the youth needs to be made.

If the youth is eligible for Title IV-B benefits, s/he may be eligible for Medicaid coverage if the youth's income and resources are below allowable limits. Financial eligibility may also be determined using the income and resources of the entire family unit if the youth's income and resources are above allowable limits. The guardian(s) will need to communicate with the agency's Medicaid unit to facilitate an application for a youth who is IV-B eligible.

**B. POST-GUARDIANSHIP SERVICES**

I / We and the Agency agree that supportive services will be provided in accordance with the availability of services and resources in the agency and community. I / We understand that these services are not a continuation of supervision but an agency service given as needed and requested by any of the parties involved in the guardianship arrangement. I/We are responsible for contacting the agency to request any assistance and services to support legal guardianship.

**C. GUARDIANSHIP ASSISTANCE BENEFITS FOR YOUTH IN OTHER STATES**

If the child is eligible for IV-E guardianship assistance and resides in a state other than North Carolina, the child must be made Medicaid eligible as IV-E in the state of residence, regardless of whether the state of residence covers guardianship assistance under its Title IV-E State Plan. The agency will assist in any way possible with the application and necessary paperwork for Medicaid.

If the child is IV-B eligible for guardianship assistance, Medicaid may be available to the child regardless of the state of residence. The agency will assist the legal guardian in accessing benefits that may be available.

#### **D. NOTIFICATION OF CHANGE**

1. The legal guardian(s) will immediately notify the Agency, in writing, of any address change so that receipt of benefits will not be delayed.
2. The legal guardian(s) will immediately notify the Agency, in writing, if they are no longer legally responsible for the care and custody of the youth or are no longer providing financial support for the youth. This includes, but is not limited to, removal from the home and placement into out of home care due to a substantiated report of youth abuse or neglect, youth's marriage, death, or entry into military service.
3. The Agency will immediately notify the legal guardian(s), in writing, of changes in Guardianship Assistance payments resulting from increases or decreases in allowable benefits. Benefits are in the amount of standard foster care rate as approved by the General Assembly and do change from time to time.
4. The legal guardian(s) will immediately notify the agency, in writing, if the youth has attained the age for compulsory school attendance but is not enrolled as a full-time elementary or secondary student in a school, in an authorized independent study program, or is being home school consistent with the law of the State or other jurisdiction, unless such a youth has completed secondary school or is incapable of attending school full time due to a medical condition. School enrollment is a requirement of each youth receiving a title IV-E payment.
5. The legal guardian(s) will immediately notify the agency, in writing, if the youth is 18-21 and no longer meets the educational or employment requirements to continue benefits if legal guardianship was granted when the youth was 16 or 17 years of age.

#### **E. TERMINATION OF GUARDIANSHIP ASSISTANCE BENEFITS TO THE YOUTH**

Guardianship Assistance benefits to the youth will be terminated in any of the following circumstances upon written notice to the legal guardian(s):

1. Upon the legal guardian(s)' request.
2. Upon the youth reaching the age of eighteen years unless the youth was 16 or 17 years of age when legal guardianship was granted. In that situation, benefits will continue to the month of the youth's 21<sup>st</sup> birthday as long as the educational/employment requirements are met. These requirements are as follows: the youth is completing a secondary education or a program leading to an equivalent credential, enrolled in an institution which provides post-secondary or vocational education; participating in a program or activity designed to promote or remove barriers to employment, employed for at least 80 hours per month; or is incapable of doing any of the previously described activities due to a medical condition.
3. Upon the youth's death.

4. Upon the death of the legal guardian(s) of the youth (one, in a single parent family and both, in a two-parent family). In the event that I am no longer able to function as legal guardian for

\_\_\_\_\_, I designate  
Youth's First Name

\_\_\_\_\_ as the successor guardian(s) and will notify  
Name, Phone Number, and Address of Individual Named

them of this decision.

5. Upon determination by the state that the legal guardian(s) are no longer providing any support for the youth ("any support" is defined as various forms of financial support such as paying for family therapy, tuition, clothing, maintenance of special equipment in the home, or paying someone else to provide for the youth)
6. Upon the marriage of the youth.
7. Upon the youth's enlistment in the military.
8. Upon the youth becoming an emancipated minor.

**F. NOTICE OF RIGHT TO APPEAL**

I / We, legal guardian(s), may appeal the Agency's decision to change, or terminate Guardianship Assistance benefits in accordance with rules and procedures of North Carolina's fair hearing and appeal process. I / We may be represented by an authorized representative, such as legal counsel, relative, friend, or other spokesperson or may represent myself/ourselves. Information as to procedures to follow in filing an appeal may be requested from this Agency or any North Carolina county child welfare agency.

**G. DURATION**

This Agreement shall remain in effect regardless of the State of residence of the youth and legal guardian(s) at any given time. This Agreement will expire permanently on the youth's eighteenth birthday unless the youth enters into a guardianship arrangement at 16 or 17 years old age as noted above or that termination occurs earlier as a result of one or more of the conditions set forth in Section E, Termination of the Guardianship Assistance Agreement.

\_\_\_\_\_  
Signature of Legal Guardian Date

\_\_\_\_\_  
Signature of Legal Guardian Date

\_\_\_\_\_  
Print Full Name of Legal Guardian

\_\_\_\_\_  
Print Full Name of Legal Guardian

\_\_\_\_\_  
Social Security Number of Legal Guardian

\_\_\_\_\_  
Social Security Number of Legal Guardian

\_\_\_\_\_  
Signature of Agency Director or Designee    Date

\_\_\_\_\_  
Print Full Name Agency Director or Designee

**J. ACKNOWLEDGEMENT**

In completing and signing this Agreement, I / We certify that the information provided herein is true, accurate and complete to the best of my knowledge. In addition, I / We are aware that if I make a willfully false statement or representation, or use other fraudulent methods to obtain adoption assistance benefits to which I / We are not entitled, or greater than that, to which I / We are entitled, I / We can be found guilty of a felony or misdemeanor under appropriate state or federal law.

\_\_\_\_\_  
A signed copy of the Guardianship Assistance Agreement was given/mailed to the legal guardian(s) on:

\_\_\_\_\_  
Date