



FEDERAL IV-E GUARDIANSHIP ASSISTANCE PROGRAM (GAP) - AGREEMENT
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 CHILDREN AND FAMILY SERVICES
 SFN 1833 (11-2022)

Child's Name		Date of Birth	Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	
Placed with Licensed Relative Guardians Since		Title IV-E Eligible? <input type="checkbox"/> Yes <input type="checkbox"/> No	Title IV-E Determination Date	
Name(s) of Prospective Guardian(s)				
Name of Sibling who is IV-E Eligible who has guardianship assistance payments being made to the same relative provider				
Address		City	State	ZIP Code
Email Address			Telephone Number	

This agreement for the guardianship assistance program, which is signed prior to the issuance of an order establishing guardianship, is entered into by and between the North Dakota Department of Health and Human Services and the prospective guardian(s) for the purpose of establishing the terms of the guardianship subsidy to be provided on behalf of the above-named child. The prospective guardian(s) agree that he/she/they intend to become the legal guardian for the child, are committed to a permanent relationship with the child and agree to the terms and provisions contained in this document.

PROVISIONS OF AGREEMENT

I. General Provisions

1. The legal guardians represent that they intend to care for the above named child as a member of their family until age of majority or through the established guardianship order whichever is first.
2. This agreement cannot be transferred by the guardian(s) to any other party.
3. Medicaid benefits as provided under Title XX of the Social Security Act will be provided for an otherwise eligible child in accordance with the procedures of the state in which the child resides, If a Medicaid covered child resides outside of the state of North Dakota, Medicaid coverage will be provided by the state of residence, North Dakota Medicaid coverage will end.
4. If the family has a need for additional support through local resource and referral contact the North Dakota Post Adopt- Post Guardianship Network (844) 454-1139
5. This agreement shall remain in effect without regard to the state residency of the relative guardian.

II. Legal Guardian(s) Agree:

1. To provide for the above-named child equally as a member of the family unit.
2. To cooperate with the court in fulfilling the legal arrangements and responsibilities of guardianship.
3. To notify the Department's Guardianship Administrator within 30 days of:
 - a. Change in residence (family move);
 - b. Graduates from high school or the equivalent;
 - c. The child is under the custody of a public agency (re-enters foster care);
 - d. The child's entry into full employment or military service;
 - e. The child has been awarded benefits (e.g. SSI, SSDI, VA, child support);
 - f. The child is no longer residing in the home; or
 - g. The child is in out of home placement
4. To notify the Department immediately in the event of a child's death
5. To make contact with the Department's Guardianship Administrator on an annual basis to renew the guardianship subsidy agreement.

III. The North Dakota Department of Health and Human Services-Children and Family Services agrees:

- | |
|--|
| 1. Amount of Direct payments Made to the Guardians per Day |
|--|
2. To assist in paying the cost of nonrecurring expenses, if applicable, for reasonable and necessary miscellaneous costs and legal fees directly related to the transfer of guardianship of a child, subject to the maximum of \$2,000 per child.
 3. To make contact with the legal guardian on an annual basis to renew the guardianship subsidy agreement.

IV. Amendment and Termination:

1. This agreement may be modified, amended, rescinded, or cancelled at any time by mutual agreement in writing.
2. When requesting amendments and/or modification of this agreement, the guardian shall provide written documentation of the circumstances and/or needs of the child and how the requested amendment and/or modification will address the needs of the child.
3. A family receiving IV-E guardianship payments for a non IV-E eligible child, are no longer eligible for IV-E reimbursement, if:
 - The IV-E eligible child (sibling) is no longer in a valid IV-E guardianship assistance agreement, or
 - The IV-E eligible child meets any of the following criteria listed in this subsection.
4. The rate established in this agreement is eligible for an increase based on legislative action.
5. The agreement shall automatically terminate upon:
 - a. The child's death;
 - b. The child's marriage;
 - c. The child's removal from the guardian's care;
 - d. The child re-enters foster care;
 - e. The child's entry into full employment or into military service;
 - f. The child's attainment of age 18. The family's request to continue subsidy must be made prior to the receipt's 18th birthday. Subsidy may continue until the child's twenty first (21) birthday if services are required for a mental and/or physical disability. Subsidy may continue until age 21, if the department determines the child is regularly attending secondary, post secondary, or vocational school. **Verifications of disability or school attendance is required.**
 - g. The child is in an out of home placement for a period of time greater than 9 months unless otherwise approved by the department.
 - h. There is not a valid court order appointing guardian(s). The child is no longer residing with a guardian who entered into the GAP agreement.
 - i. The Guardian(s) and child have moved out of the country;
 - j. Revocation/Termination of the guardianship; or
 - k. A determination by the Department that the guardian(s) is/are not supporting the child. The Department determines all guardians who have entered into the GAP Agreement are no longer appointed by the court to be guardians of the child.

V. Appeal 623-10-20-45

Guardian(s) may appeal the agency's decision to reduce, change or terminate guardianship subsidy in accordance with rules and procedures of the State's fair hearing and appeal process. Information may be requested from the guardian(s).

VI. Successor Guardian:

Federal law requires a successor legal guardian be identified in the Guardianship Assistance Program Agreement. If the said guardian dies or becomes incapacitated and is unable to care for the child, a successor legal guardian is to be named on this agreement. The successor guardian will assume responsibility for caring for the child and will receive the monthly guardianship subsidy noted on this agreement when the following criteria are met:

1. Court Appointed Legal Guardianship of the child has occurred with the successor legal guardian named in this agreement.
2. The successor legal guardian and anyone 18 years of age and older living in the home of the successor legal guardian shall complete fingerprint- based criminal background checks with no disqualifying criminal convictions.
3. The guardian and/or successor guardian will notify the Department of any changes made to the guardianship of said child within one month of occurrence and a court order naming the successor guardian of said child will be provided to the Department.

If Applicable, Non-recurring Expenses (Guardian must submit receipts of actual costs and detail costs below):
Effective Date of Subsidized Guardianship Agreement

In testimony whereof, the following parties have agreed to and executed this subsidized guardianship agreement.

Signature of Prospective Guardian	Date
Signature of Prospective Guardian	Date
Signature of Successor Guardian	Date
Signature of Administrator or Designee	Date

Date Signed Copy of the Guardianship Agreement Given/Sent to Prospective Guardian
Date Signed Copy of the Guardianship Agreement Given/Sent to Prospective Guardian