



## NEVADA KINSHIP GUARDIANSHIP ASSISTANCE AGREEMENT

### 1. Parties to this Agreement:

This Kinship Guardianship Assistance Agreement (“Agreement”), made and entered into by and between \_\_\_\_\_, by and through its \_\_\_\_\_ and \_\_\_\_\_ who reside at \_\_\_\_\_ (“guardian” – this singular term means the guardian or guardians who is or are parties to this Agreement) to provide guardianship assistance for (“child”) born \_\_\_\_\_.

### 2. Purpose:

The purpose of the Kinship Guardianship Assistance Program (“KinGAP”) is to expedite legal permanency for children in foster care who are not able to return home or be adopted, or for Indian children for whom termination of parental rights is contrary to tribal custom. KinGAP provides the child the opportunity to live on a permanent basis with licensed proposed guardian who have demonstrated a strong commitment to caring for the child and have developed a loving and nurturing relationship with the child.

### 3. Authority:

This Agreement is executed under the authority of federal law, regulations, policy and NRS 432B.621 to 432B.626.

### 4. Type of Agreement:

This Agreement is the initial agreement between \_\_\_\_\_ and the proposed guardian, and this Agreement has been signed by both \_\_\_\_\_ and the proposed guardian prior to the court awarding guardianship of \_\_\_\_\_ to the proposed guardian.

OR

This Agreement is the initial agreement between \_\_\_\_\_ and the successor guardian.

OR

This Agreement is an amended agreement between \_\_\_\_\_ and the proposed guardian or the successor guardians.

## 5. Provisions of the Agreement

### a. Eligibility:

The child is eligible for KinGAP through:

- Title IV-E
- State of Nevada general eligibility

### b. Assistance:

#### i. Monthly Assistance Payments:

1. The monthly assistance payment is \_\_\_\_\_ and the guardian determined the payment amount through discussion and negotiation, and the payment amount does not exceed the foster care rate which is based on the age of the child.
2. As the child's needs or family circumstances change, an adjustment to the payment may be requested when the need arises and/or during the annual review process.
3. Medicaid, private insurance, public education, and other potential resources shall be considered as resources for the child and family when negotiating the payment amount.
4. \_\_\_\_\_ shall document the child's needs, identify available resources, service costs, and how the payment amount was determined.

#### ii. Application and Agreement for Reimbursement of Non-recurring Expenses:

Except as limited below and by separate agreement, \_\_\_\_\_ will pay the total cost of non-recurring expense associated with obtaining legal guardianship of the child. This one-time payment cannot exceed \$2,000.00. Reimbursable expenses include legal fees directly related to obtaining the guardianship and other reasonable costs associated with facilitating and finalizing the guardianship such as fingerprinting, birth certificates, and travel costs. They do not include legal fees associated with negotiating the KinGAP Agreement or the reimbursement agreement.

1. To be eligible for reimbursement, the application must be submitted before the court awards guardianship.
2. Non-recurring expenses cannot be reimbursed without detailed receipts for each expense claimed or reimbursable from other sources of funds.
3. The guardian must submit documentation for reimbursement including receipts no later than six months after the court awards guardianship.

iii. Medical Assistance: A child eligible for KinGAP through Title IV-E qualifies for medical assistance in all states through federal Medicaid. A child eligible for KinGAP through State of Nevada general eligibility qualifies for medical assistance through Nevada Medicaid. A monthly assistance payment of at least \$1.00 must be paid for the child to remain eligible for Medicaid.

1. When the guardian lives in Nevada, medical assistance for the child is provided through Nevada Medicaid regardless of the child's KinGAP eligibility.
2. When the guardian and child reside in another state or later move to a state outside Nevada:
  - a. A child, eligible for KinGAP through Title IV-E, is automatically eligible for Medicaid in any state where the guardian and child reside.
  - b. For a child, eligible for KinGAP through the State of Nevada general eligibility, the guardian is responsible for adding the child to the guardian's private insurance policy, purchasing a separate health insurance policy for the child, or identifying health providers in the state of residence who will accept Nevada Medicaid.
3. The guardian agrees to provide all information requested to establish and maintain Medicaid eligibility.
4. The following applies to the child:
  - Title IV-E Eligibility - child qualifies for Medicaid in all states.
  - State of Nevada General Eligibility - child qualifies for Medicaid in Nevada only.
  - Medicaid Deferral - Although the child is eligible for Medicaid through Title IV-E or State of Nevada general eligibility, the guardian choose not to select Medicaid coverage at this time. The guardian may request Medicaid coverage at a later time by negotiating an amendment to this Agreement.

#### **6. Review and Change in Circumstances Requirements:**

- a. \_\_\_\_\_ and the guardian shall review this Agreement annually or whenever circumstances change.
- b. Annually, \_\_\_\_\_ will provide a review form to the guardian to review and verify, at a minimum, the following:
  - i. The child continues to reside in the home;
  - ii. Guardian continues to support the child;
  - iii. Assistance provided meets the child's needs;
  - iv. The child continues to meet compulsory education requirements; and
  - v. Whether changes have occurred that would require changes to the assistance provided.

The guardian shall return the completed review form to \_\_\_\_\_ within 30 days after receipt of the form.

- c. If, at any time, \_\_\_\_\_ has reason to believe that a change in circumstances has occurred, \_\_\_\_\_ may request verification from the guardian, who shall respond to the request within 10 business days after receipt of the request.
- d. The guardian shall notify \_\_\_\_\_ of any change in circumstances within 10 business days. A change in circumstances includes, but is not limited to:
  - i. Change in address and/or phone number.
  - ii. The guardian is no longer legally responsible for the child because:
    - 1. The child becomes an emancipated minor;
    - 2. The child marries;
    - 3. The child enlists in the military;
    - 4. The child is adopted;
    - 5. The guardianship is vacated by the court; or
    - 6. The child dies;
  - iii. The guardian determines that KinGAP assistance is no longer required for the child;
  - iv. The legal custody of the child is transferred to another person or agency due to circumstances; such as placement of the child in foster care, residential treatment, or incarceration;
  - v. The child is no longer receiving any support from the guardian;
  - vi. The guardian is receiving other federal sources of income on behalf of the child such as through SSI or SSA benefits;
  - vii. The child between the ages of 6 and 17 is not attending a compulsory education program toward completion of secondary education; or
- e. At the time of review or upon a request by the guardian due to a change in circumstances, \_\_\_\_\_ shall consider an adjustment to the monthly assistance payment. Any increased amount cannot exceed the amount that would have been paid on behalf of the child if the child had remained in foster care.
- f. If it is determined that the payment amount or benefits must be changed, \_\_\_\_\_ shall document the change in the child's needs, available resources, and the reasons for the change in the payment amount or benefits and initiate an amendment to this Agreement.

## 7. Term:

This Agreement becomes effective on the date that the court awards guardianship. It shall remain in effect regardless of the guardian's or child's state of residence until the child turns 18 years old unless sooner terminated in accordance with this Agreement.

## 8. Termination and Suspension:

- a. This Agreement shall terminate before the child turns 18 years old under the following circumstances:
- i. The guardian is no longer legally responsible for the child;
  - ii. The child becomes an emancipated minor;
  - iii. The child marries;
  - iv. The child enlists in the military;
  - v. The child is adopted;
  - vi. The guardianship is vacated by the court;
  - vii. The guardian dies or becomes incapacitated without a named successor guardian;
  - viii. The child dies;
  - ix. The child is no longer receiving any support from the guardian; or
  - x. The child between the ages of 6 to 17 is not attending a compulsory education program toward completion of secondary education unless the child has a previously documented medical condition that would disallow participation in an education program.

In the event of a termination, \_\_\_\_\_ will provide written notification to the guardian and whether any overpayment exists.

- b. This Agreement shall be suspended under the following circumstances:
- i. The child enters out-of-home care and the legal custody of another person or agency;
  - ii. The child is no longer receiving support from the guardian;
  - iii. The guardian refuses to provide information and/or documentation required by \_\_\_\_\_ for ongoing verification of compliance with this Agreement.

In the event of a suspension, \_\_\_\_\_ will notify the guardian of the reasons for the suspension, the length of time of the suspension, and that \_\_\_\_\_ will withhold the monthly assistance payments during the term of the suspension.

***Under no circumstances shall a suspension exceed six months. At six months, \_\_\_\_\_ will determine whether amendment or termination of the Agreement is warranted.***

## 9. Overpayment:

In the event that \_\_\_\_\_ determines an overpayment has been made to the guardian, \_\_\_\_\_ shall have authority to collect the overpayment through a mutual agreement with the guardian. If the guardian fails to follow through with this agreement or chooses not to enter into an agreement, \_\_\_\_\_ shall have authority to pursue other collection efforts, including, but not limited to, a reduction in the monthly assistance payment at discretion.

**10. Prospective Successor Guardian:**

It is strongly recommended that a prospective successor guardian be named as part of this Agreement in the event that the child’s proposed guardian dies or becomes incapacitated which includes a physical or mental illness or impairment that results in a substantial inability to care for the child. Naming a successor guardian can be done when initially completing this agreement or added at a later date. Also, the name of a successor guardian can be amended if necessary.

**Full Name and Address of Prospective Successor Guardian or Guardians**

<i>Primary:</i>		
<i>Alternate:</i>		
<i>Alternate:</i>		

**11. Additional Services:**

- a. A child entering KinGAP at age 16 or older is eligible for the following:
  - i. Independent Living Services through the Federal Chafee Independent Living Program, until age 21. This program is designed to help youth prepare for independence and adulthood. Services include, but are not limited to, help with education, employment, financial management, housing, emotional support and creating connections with caring adults.
  - ii. Educational and Training Vouchers Program (“ETV”) – ETV provides resources specifically to help meet the youth’s education and training needs. If the youth is eligible for ETV at 21, they may remain eligible to age 23 as long as they remain enrolled in a post-secondary education or training program and are making satisfactory progress toward completion of that program.
- b. Eligibility for Title XX Programs: the child may be eligible for other benefits or social services provided by other state or local agencies. When applying for such benefits or services, the guardian may inform the other state or local agency that the child is eligible for Title XX services pursuant to this Agreement.
- c. For information about applying for any additional services, the guardian must contact

**12. Fair Hearing:**

- a. The proposed guardian has a right to and may request a fair hearing when:
  - i. The initial application for assistance is denied;
  - ii. The monthly assistance payment is decreased without the guardian’s agreement;
  - iii. The guardian’s request for a change in payment level due to a change in circumstances is denied; or
  - iv. Assistance is denied, reduced or terminated and the guardian disagrees with the decision.

