

For Office Use Only

INITIAL AGREEMENT FOR GUARDIANSHIP SUBSIDY

DCF-418IG
10/24 (Rev.)

The following Guardianship Subsidy Agreement has been entered into by and between the Department of Children and Families and the caregiver(s) named below for the purpose of facilitating transfer of guardianship of the child named below and to assist the caregivers in providing proper care for the child.

Caregiver #1		Caregiver #2		
LAST Name:	FIRST Name:	LAST Name:	FIRST Name:	
Address: (No. and Street):		City:	State:	Zip:
E-mail:	Phone:	E-mail:	Phone:	
Child LAST Name	Child FIRST Name	Child's DOB:		

Agreement

- I. It is agreed that when I/we sign this Guardianship Subsidy Agreement and the guardianship is transferred, I/we am/are eligible to receive the following benefits: [Please check all applicable item(s)]:
 Child is currently eligible for Social Security Benefits: Yes No If yes: SSI SSA _____ (amount per month)
 Monthly financial subsidy negotiated in the amount of _____ (amount per diem)
 Medical Subsidy (Title XIX / CT State Medicaid through Department of Social Services)
 Exceptional Expense Subsidy (total of non-recurring expenses associated with gaining legal guardianship (NOT to exceed \$2000):
- II. I/We understand that if I/we move to another state, it is my/our responsibility to apply for Title XIX/State Medicaid from the state in which we will reside. If the other state denies my/our application, payment will be provided by the Connecticut Department of Social Services.
- III. I/We, as guardian(s) of the child, understand that::
- A. The State of Connecticut, Department of Children and Families, will be responsible for issuing the monthly subsidy payment checks to the guardian(s) for the duration of this Agreement.
 - B. Should I/we move, this Agreement remains in effect, regardless of the state of my/our residence.
 - C. In accordance with this Agreement, the subsidies shall begin on the date that the court enters an order transferring guardianship.
 - D. The amount of the monthly financial subsidy is based upon my/our circumstances and the needs of the child.
 - E. The monthly financial subsidy and the medical subsidy can continue until the child's 18th birthday, or the child's 21st birthday if the child is in continuous full-time attendance at a secondary school, technical school or college or is in a state accredited job training program.
 - F. In addition to the benefits listed in Section I of this Agreement for which I/we and the child may be eligible, I/we understand that we may request information regarding additional services or changes in this Agreement by calling the Department's Subsidy Unit at 860-550-6608.
 - G. I/We must notify the Department of Children and Families whenever there is a change in the child's needs or the circumstances of the family that may impact the appropriate amount of the subsidy.
 - H. The monthly subsidy may be modified:
 - a. if the needs of the child change,
 - b. if the Department's foster care rate decreases (a subsidy cannot exceed the prevailing foster care rate), and
 - c. if the circumstances of the guardian(s) change
 - I. An annual review will be conducted by the Department of Children and Families to assess my/our circumstances and the needs of the child to determine whether there is reason to continue or modify the amount and/or duration of the financial subsidy.
 - J. This Agreement will be renewed annually by me/us and the Department. If I/we do not submit the annual renewal Agreement to the Department of Children and Families by the specified due date, the subsidies may be subject to termination.
 - K. Termination of this Agreement will occur:
 - a. if I/we are no longer responsible for providing financial support for the child for any reason including, but not limited to, the return of the child to the child's parents;
 - b. when the child reaches age eighteen (18), or age twenty-one (21) if the child is in full-time attendance at a secondary school, technical school or college or is in a state accredited job training program;
 - c. in the event of my/our death(s) or the death of the child; or
 - d. if I/we no longer have physical or legal custody of the child.
 - L. I understand that the child is solely my/our legal responsibility. My/our family, including the child, is independent of the Department except for those obligations outlined in this Agreement.

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- IV. A. I/We agree to notify the Department of Children and Families in writing in the event I/we am/are no longer responsible for the support of the child or if the child is no longer living with me (us).
- B. I/We agree that the monthly subsidy payment may never exceed the prevailing foster care rate paid by the Department of Children and Families as applicable for this child's age and special needs.
- C. I/We agree that if/when the child has attained the minimum age for compulsory school attendance, the child will be enrolled in and attend a full-time elementary or secondary school program or be instructed pursuant to a home school or independent study program that conforms to the law of the state in which the child is living, unless the child has completed a secondary school program or is incapable of attending due to a medical condition. I/we will provide confirmation of the educational circumstances of the child to the Department of Children and Families at each annual review.
- D. The Department of Children and Families agrees to notify me/us in writing of any reduction or termination in the amount of the guardianship subsidy payments at least fourteen (14) days prior to taking such action. I/We understand that we may request a hearing to challenge this action.
- E. The Department of Children and Families agrees to notify me/us in writing forty-five (45) days before the date of annual renewal and to include the appropriate forms with the renewal notice.

V. I/We have been advised by the Department of Children and Families of my/our right to appeal to the Administrative Hearings Unit if I/we disagree with the Department of Children and Families' decision regarding this Agreement or any renewal Agreement or any other action that affects status of the subsidies I/we are receiving. I/We understand that I/we may request an appeal hearing by writing to the:

Department of Children and Families Administrative Hearings Unit, 505 Hudson Street, Hartford, CT 06106, DCF.Appeals@ct.gov

I/We understand that I/we have the right to be represented at the hearing by legal counsel at my/our own expense and to receive a timely notice of the date, place and time of the hearing.

VI. The effective date of this Agreement is the date of transfer of guardianship. Anticipated Date of Transfer of Guardianship:

VII. In the case of the death, severe disability or serious illness of a caregiver who is receiving a guardianship subsidy, the commissioner may transfer the guardianship subsidy to a successor guardian who meets the department's foster care safety requirements. A new agreement must be executed between DCF and the successor guardian. I/We hereby name the following person(s) to be the successor guardian(s) of the Child (or Children).

Successor Guardian #1

Successor Guardian #2

LAST Name:	FIRST Name:	LAST Name:	FIRST Name:
Address: (No. and Street):		City:	State: Zip:
E-mail:	Phone:	E-Mail:	Phone:

Comments/Notes/Additional Information (if needed)

Signatures

Signature of Caregiver #1	Date:
Signature of Caregiver #2	Date:
Signature of DCF Program Supervisor (or designee)	Date: