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|  | MISSOURI DEPARTMENT OF SOCIAL SERVICES CHILDREN’S DIVISION**SUBSIDIZED GUARDIANSHIP AGREEMENT** | Managing County |       |
|  |  | Residence County |       |
|  |  | Vendor number |       |
| **STATE OFFICE USE ONLY** |
| Contract Number      |
| The Missouri Department of Social Services, Children’s Division, State of Missouri (hereinafter “Department”) and |
| Guardian(s) Name      |
| (hereinafter “Guardian(s)”), enter into this Agreement for the Department to assist with the guardianship of  |
| Child’s Name      | DOB      | DCN      |
| (hereinafter the “child”), who is certified by the Department as having special needs as defined in Section RSMo 453.065, is legally in the guardianship of a relative, is eligible for the Missouri MOHealthNet Plan and is eligible to have certain expenses met through the appropriations authorized by the Missouri General Assembly for the Missouri Adoption Subsidy Program. |
| **This agreement shall become effective beginning \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and shall continue in force through the last day of the month of the child’s 18th birthday, unless otherwise specified in this Agreement.** |
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| **SERVICES** |
| **Service Description** | **Code** | **PAYMENT FREQUENCY****Yearly=Y Monthly=M****One time only=O** | **Maximum Amount** | **Approval Time Period****Begin Date End Date** | **Inactive Date** | **Guardian(s) Initials for inactive services****Guard. 1 Guard. 2** |
| **MO HEALTHNET**(Guardian(s) will utilize their private insurance if available prior to accessing MO HealthNet)  |       |   |       |       |       |       |       |       |
| **MAINTENANCE** |       |   | Base Rate |       |       |       |       |       |
| **CHILDCARE** |       |   | State Contracted Rate |       |       |       |       |       |
| **LEGAL** |       |   |       |       |       |       |       |       |
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| **EXPLANATION OF SERVICES OR REASON FOR GUARDIAN(S) REQUEST TO INACTIVATE A SERVICE:**  |
| **The package of services is based on the needs of the child at the time of the negotiation of the agreement, and the parties shall notify each other of any change regarding the needs of the child within 10 days** |
| **LEGAL GUARDIAN(S) CERTIFICATION** |
| I(We), the undersigned, certify that I (we) have reviewed the statements and terms and conditions of this Agreement. |
| LEGAL GUARDIAN SIGNATURE | DATE      | ADDRESS (STREET, CITY, STATE, ZIP CODE)      |
| LEGAL GUARDIAN SIGNATURE | DATE      | COUNTY OF RESIDENCE      |
| **DEPARTMENT APPROVAL** |
| AUTHORIZED SIGNATURE OF THE DEPARTMENT OF SOCIAL SERVICES | DATE      |
| **\_\_\_\_\_\_\_AMENDMENT TO INITIAL GUARDIANSHIP SUBSIDY AGREEMENT** |
| **Child’s Name** | **DCN** | **Contract Number** |
| **Service Description** | **Code** | **Payment Frequency****Yearly=Y****Monthly=M****One time only=O** | **Maximum Amount** | **Approval Time Period****Begin Date End Date** | **Inactive Date** | **Guardian(s) Initials for inactive services****Guard 1 Guard 2** |
|  |       |   |       |       |       |       |       |       |
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| **EXPLANATION OF SERVICE ADDED OR REASON FOR GUARDIAN(S) REQUEST TO INACTIVATE A SERVICE:** |
| **The package of services is based on the needs of the child at the time of the negotiation of the amendment and the parties shall notify each other of any change regarding the needs of the child within 10 days** |
| **LEGAL GUARDIAN(S) CERTIFICATION** |
| I(We), the undersigned, certify that I (we) have reviewed the statements and terms and conditions of this Agreement. |
| LEGAL GUARDIAN SIGNATURE | DATE      | ADDRESS (STREET, CITY, STATE, ZIP CODE)      |
| LEGAL GUARDIAN SIGNATURE | DATE      | COUNTY OF RESIDENCE      |
| **DEPARTMENT APPROVAL** |
| AUTHORIZED SIGNATURE OF THE DEPARTMENT OF SOCIAL SERVICES | DATE      |

LEGAL GUARDIANSHIP SUBSIDY AGREEMENT (CONT’D

**Part I. Responsibilities of the Department**

1. As long as the Guardian(s) and the child meet the eligibility requirements for subsidy and/or services, as applicable under Missouri statutes, the Department agrees to assist the Guardian(s) with the following expenses related to the care of the child as specified in this agreement and set out below.
	1. Maintenance, which includes room and board, clothing and incidental personal expenses, and childcare at agency contracted rates, which shall be paid monthly in accordance with the rates determined by the amount of funds appropriated by the Missouri Legislature, unless otherwise specified in this Agreement as well as medical coverage through MO HealthNet.
	2. Expenses for special services, if any, not to exceed the amounts specified in policy or regulation and approved in this Agreement for which payments shall be made monthly or as otherwise specified in this Agreement.
	3. Nonrecurring legal expenses directly related to the child’s legal guardianship not to exceed an amount determined by the Department’s policy or any duly promulgated state regulations, as set forth in this Agreement.
	4. Other nonrecurring expenses for services, which shall be paid on a one-time only basis, with such payment not to exceed the amount specified in this Agreement, such as, but not limited to pre-placement expenses.
	5. Expenses for services provided to the child, which may include medically necessary care not covered by MO HealthNet, provided that prior approval has been given by signature of the Department Director, by amendment to the contract, and provided that payment shall not exceed the amount specified in this Agreement.
2. Payments authorized or specified in this Agreement will be made under the following conditions:
	1. Payment shall be made directly to service providers with whom the Department has a contract and in the amount specified for the service in the contract, and,
	2. Guardian(s) shall be reimbursed for payments made to a service provider with whom the Department cannot establish a contract where that service has been included in this Agreement and provided that prior written approval has been given for the use of that provider and the guardian submits paid receipts or invoices within six months of the services being provided.
	3. Nonrecurring expenses, as defined by law, directly related to the **successful** guardianship shall be paid to the Guardian(s) as approved in the agreement and provided that the guardian(s) submit paid receipts or invoices within six months of the services being provided. Under this paragraph, the Department will only pay non recurring expenses as follows:
		1. If the Guardian(s) are unable to pay the initial fees and costs required for the filing of the guardianship petition, service of process and other directly related court required fees, upon a written request, setting forth the fees, the Department will consider authorizing these costs for payment directly to the court at the time of the filing of the guardianship petition. At its option, the Department may consider reimbursement of certain legal costs incurred in unsuccessful guardianships.
		2. Attorney fees will be paid at the rates set out in the service section of this agreement.
		3. Other legal expenses of litigation, Guardian ad litem fees, filing and publication fees directly rated to the child’s guardianship will be paid at an amount not to exceed the amount determined by the Department’s policy and any duly promulgated state regulations as set forth in the service section of this Agreement.
		4. Prior approval, by amendment of the contract, is required for payment of any excess legal expenses over the amount set forth in the original services section of this contract.
		5. Transportation, food, lodging costs for the Guardian(s) and the child when necessary to complete the child’s placement and guardianship, will be paid at an amount not to exceed the agency maximum.
	4. Prior approval, by amendment to the contract, is required for payment of any medically necessary service not covered by MO HealthNet. Written documentation by a qualified provider (e.g. physician, dentist, psychologist, etc.) shall be submitted to the Department to obtain prior approval.
	5. Payment as specified in this Agreement, shall not exceed those which would have been paid had the child been placed with and had remained in the custody of the Department in foster care as defined in RSMo 453.073.
	6. Services included in this agreement will expire at the specified end date for the approval time period. No payment shall be made for maintenance, or services which were provided or incurred after the end date in this agreement.

1. The Department agrees to provide the necessary approval for participation in MO HealthNet so that payment can be obtained according to the terms and conditions of that plan.
2. The Department will not pay for services that are a duplication of services provided by another agency.

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| **LEGAL GUARDIAN(S) CERTIFICATION OF PART I Responsibilities of the Department** |
| I(We), the undersigned, certify that I (we) have reviewed the statements and terms and conditions of this Agreement. |
| LEGAL GUARDIAN SIGNATURE | DATE      |
| LEGAL GUARDIAN SIGNATURE | DATE      |

**Part II. Responsibilities of the Legal Guardian(s):**

1. The guardian(s) agree to provide a home for the child and to carry out their rights, responsibilities and privileges as guardian(s) in the manner provided by law.
2. The guardian(s) agree to secure services for which the Department has agreed to make payment.
3. The guardian(s) agree to use MO HealthNet unless prior approval has been given by the Department to use a non-MO HealthNet contracted provider.
4. The guardian(s) understand the Department will not pay for costs above those paid through MO HealthNet for MO HealthNet covered services. If the guardian(s) obtain any services for the child through a non-network provider or non-MO HealthNet fee for service provider, the cost will not be reimbursed through the guardianship assistance program, (unless prior authorization has been specified on Page 1 of this agreement) this includes mental, physical and dental health services and equipment. The guardian(s) will not be reimbursed for costs above those paid through MO HealthNet for MO HealthNet covered services.
5. The guardian(s) agree to request prior approval from the Department for the payment of other health care or special services, regardless of whether partial reimbursement is available through private insurance or other funds.

LEGAL GUARDIANSHIP SUBSIDY AGREEMENT (CONT’D

1. The guardian(s) agree to pay or otherwise be responsible for paying all medical or dental care or other services for which prior approval has not been received or which are not covered under the MO HealthNet Plan. In the case of emergency medical or dental care or other services where it was impossible or impractical for the guardian(s) to obtain prior authorization before the delivery of the services, the guardian(s) must make a special claim for payment of these costs and show why prior authorization could not be obtained under the circumstances. If the guardian(s) make a satisfactory showing, the Department may consider making payment for all or a portion of these costs.
2. The guardian(s) agree to provide invoices or “paid receipts” for any previously approved services to the Department for any expenses incurred, within six months of the service being provided, as approved in this Agreement. Failure to provide receipts within six months will result in no payment being made. Invoices for legal fees incurred must be itemized.
3. The guardian(s) understand and agree that the Department cannot make payment directly to service providers with whom it does not have a contract for such services. Therefore, in those circumstances, when this Agreement authorized the guardian(s) to contract directly with a service provider on behalf of the child, any payment authorized under this Agreement will be made directly to the guardian(s). The guardian(s) have the legal responsibility and duty to make full payment to the service provider. The guardian(s) have the legal responsibility and duty to make full payment to the service provider and shall pay, indemnify and hold the Department and the State of Missouri harmless from any obligation to pay the provider directly for such service(s). The guardian(s) understand and agree that if they are unable to find or contract with a service provider within the amounts authorized in this Agreement, they are encouraged to contact the Department and discuss renegotiation of the amounts previously authorized for the services.
4. In the case of childcare authorized by this agreement, the Department can only pay licensed/ contracted or registered providers per RSMo 210.025 and RSMo 210.027.
5. The guardian(s) agree to immediately notify the Department at the address specified in this Agreement in writing of a change of address to ensure the timely and proper mailing of payments and notification regarding the Agreement.
6. The guardian(s) agree to notify the Department in writing at the address specified in the Agreement within ten(10) days of any change which may affect the duration of the agreement and if any of the following events affecting the child’s status occur:
	1. Divorce or Marriage of the guardian(s);
	2. Separation, whether or not there is an order of legal separation, of the guardian(s);
	3. Absence of the child from the home as a result of court action for any length of time, or for any other reason for a period of more than thirty (30) days;
	4. Death of the child or a guardian(s);
	5. Legal emancipation of the child through marriage or enlistment in military service;
	6. Termination of Guardianship occurs;
	7. Child moves out of the home.
7. The guardian(s) understand and agree that their failure to provide information that they are required to provide under this agreement or their failure to provide information of any change in the circumstances of the guardian(s) or the child as required by this agreement or otherwise required by law may result in: a delay in the receipt for payments or services, an action by the Department to recoup any overpayments, modification or termination of this Agreement if authorized by law.
8. The guardian(s) agree that the Department will not pay for services through this agreement which the guardian(s) and/or the child are eligible to receive through other sources which are available to the child at no cost to the child and/or the guardian(s). The guardian(s) agree .to apply for and participate in all such programs and services as may be reasonably necessary to meet the needs of the child. Examples of these programs include, but are not limited to: Veteran's Assistance, Social Security Disability Income, Supplemental Security Income (SSI), vocational rehabilitation services, or special educational services through a local school or school district.
9. The guardian(s) agree to participate and cooperate in the review of this Agreement, and to provide the Department any information regarding the circumstances of the guardian(s) and the needs of the child which would assist the Department in determining the appropriate level of payment and needed services for the child for which payment shall be made. Information requested by the Department must be provided writing 30 days of the request being made.
10. The guardian(s) understand and agree that the Department, in agreeing to meet certain expenses for the care of the child, has taken into consideration the needs of the child and the circumstance of the guardian(s) based upon information provided by the guardian(s) and available to the Department at the time of the execution of this agreement. Further, the guardian(s) understand that the payments made under this agreement are intended to and shall be used exclusively to benefit the child covered by this Agreement.
11. The guardian(s) agree to pay, indemnify and hold the Department harmless for any losses, costs, or liability attributable to the guardian(s) negligent or intentional acts and/or omissions.
12. The guardian(s) understands and agrees that the Department 's obligation to pay for a service specified in this agreement will end on the expiration date of the approval time period as set out in this agreement. If the service needs to be modified, continued or a new service needs to be added, the guardian(s) agrees to contact the Department to initiate the amendment process. No payment shall be made for services provided after the end date specified in this Agreement.
13. In the event that the guardian(s) decide to adopt the child, the guardianship subsidy agreement will terminate and negotiation and approval of an adoption subsidy agreement will need to be completed prior to the adoption being finalized for adoption subsidy payments to be made.
14. Immediately upon award of the contract, the contractor should submit or should have already submitted a properly completed Application for Provider Direct Deposit (see attached application form) to the state agency to acquire and maintain an active direct deposit account, since the state agency intends to make contract payments through Direct Deposit.

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| **LEGAL GUARDIAN(S) CERTIFICATION OF PART II Responsibilities of Guardian(s)** |
| I(We), the undersigned, certify that I (we) have reviewed the statements and terms and conditions of this Agreement. |
| LEGAL GUARDIAN SIGNATURE | DATE      |
| LEGAL GUARDIAN SIGNATURE | DATE      |

 LEGAL GUARDIANSHIP SUBSIDY AGREEMENT (CONT’D

**Part III. Term of Agreement:**

1. The term of this Agreement shall begin on the date as indicated on Page 1 of the Agreement and shall terminate on the last day of the month of the child’s 18th birthday or as provided in Part IV of this agreement or as otherwise specified in the Agreement.
2. The guardian(s) and the Department understand and agree that this Agreement shall not be binding upon the Department unless and until adequate appropriations have been made by the Missouri Legislature for the fiscal period embracing the initial period or renewal period or any renewal or renegotiation of this Agreement.
3. If this Agreement terminated for reasons stated in Part IV of this Agreement and the guardian(s) receive any payment from the Department thereafter for that child, such payment received after termination of this Agreement shall be immediately due and payable to the Department, since the guardian(s) are not entitled to such payment after termination of this Agreement.

**Part IV. Termination of Agreement:**

1. The Department’s obligation to make maintenance payments or pay for any other services set out in this agreement shall continue until:
	1. The last day of the month of the child’s 18th birthday; or,
	2. The guardianship has been terminated; or,
	3. The guardian(s) are no longer financially responsible for the child; or,
	4. The child is no longer in the legal custody of the guardian(s) (i.e. legally emancipated, married or enlistment in the military); or,
	5. Death of the child or guardian(s).
2. If a final judgment of guardianship is not entered, the contract shall terminate and no payments shall be made.
3. In the event that the guardian(s) decide to adopt the child, this guardianship subsidy agreement will terminate and negotiation and approval of an adoption subsidy agreement will need to be completed prior to the adoption being finalized for adoption subsidy payments to be made.

**Part V. Appeal of Agency Decision and Right to Fair Hearing:**

1. In the event that the agency and the guardian(s) are unable to agree upon the terms of this Agreement or any service proposed and the Department issues a written decision via a CD-87 denying the services that the guardian(s) feel adversely affects the child, they are entitled to a review. The review procedure shall be initiated upon a written request from the guardian(s) to the Department’s local office within 10 days of receipt of the written notice of the denial from the Department. The guardian(s) may request a review under the Department’s current and applicable review procedure and policies.

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| **LEGAL GUARDIAN(S) CERTIFICATION OF PARTS III, IV and V Terms and Termination of the Agreement** |
| I(We), the undersigned, certify that I (we) have reviewed the statements and terms and conditions of this Agreement. |
| LEGAL GUARDIAN SIGNATURE | DATE      |
| LEGAL GUARDIAN SIGNATURE | DATE      |