RESET

MISSOURI DEPARTMENT OF SOCIAL SERVICES
CHILDREN'S DIVISION

SUBSIDIZED GUARDIANSHIP AGREEMENT

FOR STATE OFFICE USE ONLY	
CONTRACT NUMBER	DEPT'L VENDOR NO.

The Missouri Department of Social Services, Children's Division, State of Missouri (hereinafter "Division") and

GUARDIAN(S) NAME

(hereinafter "relative(s)"), enter into this Agreement for the Division to subsidize the guardianship of

CHILD'S NAME	DCN	DOB

(hereinafter the "child"), who is certified by the Division as having special needs as defined in Section 453.065, RSMo, is legally in the guardianship of a relative, is eligible for the Missouri Medicaid Plan, and is eligible to have certain expenses met through the Missouri appropriations authorized by the Missouri General Assembly for the Missouri Adoption Subsidy Program.

Part I. Responsibilities of the Division:

A. The Division agrees to subsidize the relative(s) for the following expenses related to the care of the child:

1. Maintenance, if any, which includes room and board, clothing and incidental personal expenses, Medicaid and Day Care, 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 the Attachment(s) to this Agreement; and/or,

2. Recurring expenses for special services, if any, and not to exceed the amounts specified in policy and previously approved in the Attachment(s) of this Agreement which payments shall be made monthly, or as otherwise specified in any Attachment; and/or,

3. Nonrecurring expenses directly related to the child's placement not to exceed an amount determined by the Division's policy and so specified agency's approval in the Attachment(s) to this Agreement; and/or,

4. Other nonrecurring expenses for other services, if any, which shall be paid on a one-time only basis, with such payment not to exceed the amount specified in the Attachment(s) to this Agreement; and/or,

5. Recurring or nonrecurring expenses for services provided to the child, which may include, but not be limited to, medical or medically necessary dental care not covered by the Missouri Medicaid Plan, provided that prior authorization has been given in the Attachment(s) to this Agreement, and provided that payment shall not exceed the amount specified in the Attachment(s).

B. Payments authorized or specified in the Attachment(s) of this Agreement will be made under the following conditions:

1. Payment shall be made directly to service providers with whom the Division has a contract and in the amount specified for the service in the contract; and,

2. Relative(s) shall be reimbursed for payments made to a service provider with whom the Division does not have a contract where that service has been included in this Agreement and provided that prior authorization has been given;

3. Reasonable and customary nonrecurring expenses directly related to the successful placement shall be paid to the relative(s) and include only: If the relative(s) are unable to pay the initial fees and costs required by the court for the legal proceedings, the Division will consider authorizing these costs for payment directly to the court at the time of the fling of the guardianship petition.

4. The Division will reimburse for approved services provided the relative family submits paid receipts or invoices within six months of the service being provided.

   1) The costs of the legal proceedings after the guardianship has been granted including court filing, and attorney fees;

   2) Transportation, food and lodging costs for the relative(s) and the child when necessary to complete the child's placement.

5. Unless written documentation of the need has been provided to the Division by a qualified provider (e.g. physician, dentist, psychologist, etc.), no payment shall be made for counseling and treatment services for which prior authorization has been given, or for which should be covered by Medicaid.

6. Payment for maintenance, if any; special services, if any; and other expenses, if any; as specified in the Attachment(s) to 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 Division. [RSMo 453.065]

C. The Division agrees to provide the necessary authorization for participation in the Missouri Medicaid Plan so that payment for medical, or medically necessary dental, or other care can be obtained from the Missouri Medicaid Plan according to the terms and conditions of that plan.

D. The Division agrees that the payment as specified in the Attachment(s) to this Agreement, and authorized in this Part shall be effective on the date the Agreement has been signed by the Director of the Division.

Part II. Further Responsibilities of the Division:

A. The Division agrees to provide social services as provided under Title XX of the Social Security Act pursuant to law; and other services upon application, and as approved by the Division to the family on behalf of the child covered by this Agreement.

B. The Division agrees to comply with the requirements of this Agreement, should the relative(s) move outside Missouri during the term of this Agreement and while the child are eligible for a subsidy.

C. The Division agrees to comply with the requirements of this Agreement should the child named in this Agreement be placed with relative(s) who are not residents of Missouri at the time of legal guardianship.

D. The Division agrees to cooperate with the relative(s) in reviewing or modifying this Agreement.

Part III. Responsibilities of the Relative(s):

A. The relative(s) agree to provide a permanent home for the child and to carry out their parental rights, responsibilities and privileges of same as granted in Chapter 453, RSMo.

B. The relative(s) agree, for the child named in this Agreement, to secure services for which the Division has agreed to make payment.

C. The relative(s) agree to use a Missouri Medicaid Plan contracted provider if the child in their care have been designated as eligible for the Missouri Medicaid Plan, unless such a contracted provider is not available within a reasonably close geographic area and prior authorization in the Attachment(s) to this Agreement has been given by the Division to use a non-Missouri Medicaid Plan contracted provider.

D. The relative(s) understand the Division will not cover costs above those paid by the Division for medical or dental care through the Missouri Medicaid Plan for Medicaid-covered services. For other health care or special services, regardless of whether partial reimbursement is available through private insurance or other funds, the relative(s) agree to request prior authorization.

E. Should the relative(s) choose to maintain a private medical or dental insurance plan to meet medical or dental costs of the child, they understand their medical provider will utilize their private insurance prior to accessing medicaid.

F. The relative(s) agree to make payment for medical or dental care or other services for which prior authorization has **not** been received or which are not covered under the Missouri Medicaid Plan. In the case of emergency medical or dental care or other services where it was impossible or impracticable for the relative(s) to obtain prior authorization before the delivery of the services, the relative(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 relative(s) make a satisfactory showing, the Division may consider making payment for all or a portion of these costs.

G. The relative(s) agree to provide invoices or "paid receipts"for any previously approved services to the Division for any expenses incurred within six months of the service being provided, other than maintenance, as provided in any current Attachment(s) to this Agreement.

H. The relative(s) understand and agree that the Division cannot make payment directly to service providers with whom it does not have a contract for such services. Therefore, in those instances where this Agreement and its Attachment(s) authorize the relative(s) to contract directly with such service providers on behalf of the child, any payment authorized under this Agreement will be made directly to the relative(s). In turn, the relative(s) shall have the legal responsibility and duty to make full payment to the service provider. The relative(s) understand and agree that if they are unable to find or contract with a service provider within the amounts authorized in the Attachment(s) to this Agreement, they are encouraged to contact the Division and discuss renegotiation of the amounts previously authorized for the services.

I. The relative(s) agree to immediately notify the Division at the address specified in the Attachment(s) to this Agreement in writing of a change of address to ensure the proper mailing of payments.

J. The relative(s) agree to notify the Division in writing at the address specified in the Attachment(s) to this Agreement within thirty (30) days of any change (e.g., divorce, loss of employment, child no longer living in the home or parental custody, payment from the Social Security Administration, etc.) which may affect the duration and amount of the subsidy, and if any of the following events affecting the child's status occur.

1. Marriage of the child or an legal guardian; or,
2. 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; or,
3. Death of the child or a legal guardian;
4. Legal emancipation of the child.
5. Child moves out of the home.
6. Discontinuation of legal guardianship.
7. Return of the child to his/her parents.

K. The relative(s) understand and agree that the Agreement and its Attachment(s) result in necessary recoupments of payment and/or be modified or terminated as a result of failure to provide the required notification in Part III. J, depending on the circumstances warrenting change.

L. The relative(s) agree to participate in and use financial assistance programs available to the child including Veteran's Assistance, and Social Security benefits and the Supplemental Security Income Program as administered by the Social Security Administration in Missouri or any other state of which the legal guardian(s) are residents.

M. The relative(s) agree to participate and cooperate in the review of this Agreement and its Attachment(s), and to provide to the Division any information regarding the relative(s) circumstances and that of the child which would assist the Division in determining the amount of payment and the needed services for the child for which payment shall be made.

N. The relative(s) understand and agree that the Division, in agreeing to meet certain expenses of the care of the child, has taken into consideration the needs of the specified child and the circumstances of the legal guardian(s). Further, the legal guardian(s) understand that the payments made are exclusively to benefit the child covered by this Agreement and its Attachment(s).

O. The relative(s) agree to hold the Division harmless for any losses, costs, or liability attributable to the legal guardian(s)' negligent or intentional acts or omissions.

Part IV. Term of Agreement and any Amendments, if necessary:

A. The term of this Agreement shall begin on the date it is signed by the Division Director, or an earlier date if required by law, and shall terminate as provided in Part V of this Agreement. Any Amendments which are necessary shall become effective on the date or for the term specified within the Attachment(s).

B. The relative(s) and the Division understand and agree that this Agreement shall not be binding upon the Division unless and until adequate appropriations have been made by the Missouri Legislature and, if applicable, funds have been received from the United States Government, for payment for maintenance, if any, and/or other special services, if any, under this Agreement for the fiscal period embracing the initial period or any renewal or renegotiation of this Agreement.

C. This Agreement shall be amended whenever appropriate during the life of the Agreement. These Amendments shall typically occur during and following the annual review and/or when a change occurs in the child's or relative(s)' status, See III. J.

D. This Agreement shall consist of this document as executed by the parties, and its Attachment(s), where appropriate. Future Attachments, which shall serve as Amendments to this Agreement, must be signed by the parties. Further, in the event that the Agreement Attachment(s) contains a service(s) and the Division has renegotiated that contract, the Division reserves the right to reimburse the provider with the new contracted rate.

E. Review of the Agreement by the parties shall occur annually or when changes in the child's or relative(s)' status make it appropriate, and any resulting amendments shall be subject to mutual agreement. In the event that the agency, and the legal guardian(s) are unable to agree upon the terms of this Agreement or any amendments proposed by either party, the legal guardian(s) may appeal the Division's decision. The relative(s) may request a fair hearing under the Division's current and applicable hearing procedures and policies.

F. The hearing procedure shall be initiated by a written request from the relative(s) within ten (10) days after receiving written notice of the decision from the agency through the Division's authorized representative.

G. If this Agreement terminates with respect to any child for reasons stated in Part V of this Ag reement and the relative(s) receive any subsidy payment from the Division thereafter for that child, such subsidy received after termination of this Agreement shall be immediately due and payable to the Division, since the relative(s) are not entitled to such subsidy after termination of this Agreement.

Part V. Termination of Agreement:

A. Assistance as agreed upon in this Agreement shall continue until:

1. The child's 18th birthday or the age of 21 years, provided that prior approval has been given each year to extend the subsidy plan beyond the child's 18th birthday because of the child's special condition, unless the relative(s) agrees to terminate or ineligibility is evident. (A time limit may be set in individual cases depending on the needs of the child and the circumstances of the relatives and with the agreement of the relatives); or,

2. The child is no longer in the care, custody and control, or legal guardianship of the relative(s); or the child ceases to be legally dependent on them; or the child is emancipated.

B. Further, either party at any time may, upon thirty (30) days written notice, terminate this agreement without the necessity of showing good cause for this termination. The Division does not intend to terminate this Agreement unless legal, fiscal, or other circumstances necessitate some adjustment in the Missouri Subsidy Program expenditures or procedures.

Part VI. Certification:

I (We), the undersigned, certify that I (We) have reviewed the above statements and its Attachment(s), if appropriate, and understand the terms and conditions of this Agreement.

DATE	LEGAL GUARDIAN SIGNATURE
DATE	LEGAL GUARDIAN SIGNATURE
ADDRESS (STREET, CITY, STATE, ZIP CODE)	
COUNTY	

REVIEWED BY:

CHILDREN'S SERVICES WORKER	DATE
CIRCUIT MANAGER OR DESIGNATED REPRESENTATIVE OF PLACING AGENCY	DATE
CHILDREN'S DIVISION REGIONAL DIRECTOR OR DESIGNATED REPRESENTATIVE	DATE

APPROVED BY THE DIRECTOR, MISSOURI CHILDREN'S DIVISION	
	DATE

MISSOURI DEPARTMENT OF SOCIAL SERVICES
CHILDREN'S DIVISION

SUBSIDIZED GUARDIANSHIP AGREEMENT ATTACHMENT

CONTRACT NUMBER

CHILD'S NAME	DOB	DCN	LEGAL GUARDIAN(S) NAME	DVN

THIS DOCUMENT REPLACES ANY PRIOR ATTACHMENT TO A SUBSIDY AGREEMENT BETWEEN THE CHILDREN'S DIVISION AND THE LEGAL GUARDIAN(S) CONCERNING THE CHILD NAMED ABO VE.

SERVICE DESCRIPTION	CODE	CONTRACTED SERV. (Y/N)	MEDICAID PROVIDED SERVICE (Y/N)	RECURRING YEARLY = Y MONTHLY = M ONE TIME ONLY = O	MAXIMUM AMOUNT	APPROVAL TIME PERIOD
BASIC SUBSIDY-MEDICAID (MEDICAL PROVIDER WILL UTILIZE THEIR PRIVATE INSURANCE PRIOR TO ACCESSING MEDICAID						BEGIN END
MAINTENANCE					$ _____	BEGIN END
DAYCARE					$ _____	BEGIN END
					$ _____	BEGIN END
					$ _____	BEGIN END
					$ _____	BEGIN END
					$ _____	BEGIN END
					$ _____	BEGIN END

EXPLANATION

REVIEWED BY		SIGNATURES	
CHILDREN'S SERVICES WORKER	DATE	LEGAL GUARDIAN	DATE
CIRCUIT MANAGER OR PLACING AGENCY/DESIGNATED REPRESENTATIVE	DATE	LEGAL GUARDIAN	DATE
REGIONAL DIRECTOR OR DESIGNATED REPRESENTATIVE	DATE	ADDRESS	
CENTRAL OFFICE UNIT MANAGER (WHEN REQUIRED)	DATE		
ADDRESS		**APPROVAL BY**	
		DIRECTOR, CHILDREN'S DIVISION	DATE