



Subsidized Permanent Guardianship Agreement

Title IV-E, Effective on or after January 1, 2023 for Youth 16 or older

CHILD IDENTIFYING INFORMATION:				
Child's Last Name:	Child's First Name:	Middle:	Date of Birth:	Person ID:
Sex:	Race:	Hispanic/Latino:		
PERMANENT GUARDIAN(S) INFORMATION:				
Permanent Guardian Last Name:	Permanent Guardian First Name:	Permanent Guardian Address:	Permanent Guardian Email Address:	Permanent Guardian Phone Number:
Permanent Guardian Last Name:	Permanent Guardian First Name:	Permanent Guardian Address:	Permanent Guardian Email Address:	Permanent Guardian Phone Number:
I. PARTIES TO THE SUBSIDIZED PERMANENT GUARDIANSHIP AGREEMENT				
The following Agreement has been entered into by the Tennessee Department of Children's Services (Agency) and _____ (Permanent Guardian(s)), for the purpose of facilitating the legal transfer of guardianship of _____, and to aid the family in providing the proper care for the child.				
II. RIGHTS AND RESPONSIBILITIES OF ALL PARTIES TO THE SUBSIDIZED PERMANENT GUARDIANSHIP AGREEMENT				
All parties to this Subsidized Permanent Guardianship Agreement (Agreement), namely the Permanent Guardian(s) and the Agency are subject to the terms and conditions documented herein. This agreement shall be effective the date of the finalization of guardianship and remain in effect as long as the eligibility requirements are met or until the conditions for termination exists. The Agreement must be signed by all parties prior to the finalization of guardianship and a signed copy shall be given to each party. It is expressly understood that it is incumbent upon the Permanent Guardian(s) to keep the Agency's Central Office Subsidy Unit, or any successor unit, apprised of any circumstance or condition that would necessitate modification of this Agreement or cause this Agreement to terminate. Whoever knowingly obtains, or attempts to obtain, or aids, or abets any person to obtain, by means of willfully false statement or representation or by impersonation, or other fraudulent device, any assistance on behalf of a child or other persons pursuant to the Interstate Compact on Adoption and Medical Assistance to which such child or other person is not entitled or assistance greater than such child or other person is entitled, commits a Class E felony. <i>(This means that making any statement that is not true OR failing to inform the Agency of any later change that might affect the child's eligibility for the current assistance rate may result in criminal charges.)</i> The Agency agrees to provide payment and services as stipulated throughout this Agreement and any superseding Agreement entered into between the parties.				
III. AGREEMENT				
A. The Subsidized Permanent Guardianship funding source is: <input type="checkbox"/> IV-E				
B. This Document is the:				
<input type="checkbox"/> Initial Agreement	The prospective Permanent Guardian(s) agree that he/she/they intend to accept Permanent Guardianship for _____ and have signed the Agreement prior to transfer of the Permanent Guardianship for the purpose of receiving Subsidized Permanent Guardianship payments and/or services for the child from the time of transfer until the Agreement is terminated.			
<input type="checkbox"/> Amended Agreement	This serves as an amendment to the previously approved Subsidized Permanent Guardianship Agreement. The reason is due to the following:			

<input type="checkbox"/> Revision Agreement	This serves as a revision to the Subsidized Permanent Guardianship Agreement for _____ whose guardianship was finalized on _____. The revision is due to the following:
<input type="checkbox"/> Renewal Agreement	This serves as a renewal to the Subsidized Permanent Guardianship Agreement for _____ whose guardianship was finalized on _____. The child remains in the care and custody of the Permanent Guardian(s) and the conditions which led to the child's initial determination of eligibility continue to exist at the same level of care.
<input type="checkbox"/> Termination Agreement	_____ no longer meets the requirements for the Subsidized Permanent Guardianship program. This agreement serves as a termination to all benefits and services previously established and approved in the initial agreement and any subsequently approved amended agreements and/or renewals. This agreement is being terminated effective _____ due to the following reason(s):
IV. PROVISIONS OF THE AGREEMENT:	
A. Non-Recurring Subsidized Permanent Guardianship Expenses	
1. Payment of non-recurring costs incurred by a Permanent Guardian while obtaining Subsidized Permanent Guardianship of a child is available up to a maximum of \$2,000.00 per child for each permanent guardianship placement (per permanent guardianship episode).	
B. Payment	
1. In accordance with the Agency's foster care rate structure, Subsidized Permanent Guardianship will be paid based on a daily rate for the number of days for the current month. _____ will receive \$ _____ per day, effective _____.	
2. The amount of the Subsidized Permanent Guardianship payments based on the needs of the child and the circumstances of the Permanent Guardian(s) and has been determined by mutual agreement between the Permanent Guardian(s) and the Agency. The amount of the payment does not exceed the foster care payment for the child if he/she were in an Agency foster family home in the state of Tennessee.	
3. Such Subsidized Permanent Guardianship payments may not exceed the Agency's foster care board rate. Adjustments in payments may be made with the concurrence of the Permanent Guardian(s) and the Agency based upon changes in the needs of the child.	
C. Medical, Psychological/Psychiatric, Dental, Hospitalization, Residential Care and Other Expenses.	
1. The Agency will not make payments for medical, psychological/psychiatric, dental, hospital, residential care or for other expenses that exceed the terms of this Agreement.	
2. Benefits as provided under Title XIX of the Social Security Act (which is known in Tennessee as TennCare) may be available to Title IV-E children and to state-funded children in accordance with the procedures of the state in which the child resides.	
3. If the child is not eligible for TennCare/Medicaid or its successor plan regardless of the state in which the child lives and the child is ineligible for private insurance, then payments at the amount per the current TennCare/Medicaid or its successor rates will be provided by the Agency. A child would be eligible for these payments beginning at the time of the finalization of the guardianship for medical, psychological/psychiatric, dental, hospitalization/residential treatment, or other expenses related to the following conditions:	
4. Procedures for meeting the costs of medical, psychological/ psychiatric, dental, hospital, residential, or other special care or expenses shall consist of the following:	
a. Insurance coverage through the Permanent Guardian(s)'s insurance policy, if available, must be utilized first to provide for the services the child needs as detailed above.	

b.	If private insurance coverage is not available, TennCare will be utilized for all covered services to children who are enrolled in TennCare.
c.	TennCare or another state's equivalent (Medicaid) coverage for all types of care will be utilized whenever available whether the child lives in Tennessee or resides in another state. The TennCare or other state's equivalent (Medicaid) rate for hospitalization will be the maximum rate paid for the child who is eligible for TennCare or another state's equivalent (Medicaid) when the services are provided by a TennCare or another's state's equivalent (Medicaid) provider.
d.	Care for children residing in Tennessee, consistent with Federal law, shall be covered by any successor plan to TennCare, if the child is eligible for such program.
e.	If the child is ineligible for TennCare or its successor plan and the child is ineligible for private insurance, the rates shall be established for all children receiving Subsidized Permanent Guardianship residing in Tennessee as provided below:
	(i) If the State of Tennessee has a contract with a provider of services for children in the Agency's custody, that contract rate shall be utilized in providing care for the child residing in Tennessee.
	(ii) If the provider is not under contract with the State, the Agency shall pay the usual and customary rate as defined in the Agency's policy.
f.	Children Residing Outside the State of Tennessee or the United States Not Covered by Private Insurance, Medicaid or its Successor Plans, or Other Governmental coverages:
	(i) When the child is not TennCare eligible, is ineligible for private insurance or is not eligible for coverage under any government sponsored care, and the child resides outside the State of Tennessee or the United States, out-of-state or out-of-country, care will be paid at the usual and customary rate as defined in the Agency's policy.
g.	If, after establishment of a "usual and customary rate" for the provider chosen by the Permanent Guardian(s), that rate is no longer sufficient or will not meet the child's needs, the Permanent Guardian(s) shall report this circumstance to the Agency's Central Office Subsidy Unit, or successor unit, and the Agency shall further negotiate the rate, which shall be determined at the sole discretion of the Agency, for services with the provider.
h.	The Agency shall not supplement payments made under private insurance; nor shall it pay any co-payments or deductibles required under private insurance.
i.	If the child is ineligible for TennCare and is ineligible for private insurance and the Permanent Guardian(s) feel that the child needs out-of-state placement for services for therapeutic reasons, the Permanent Guardian(s) shall first consult with the Agency's Central Office Subsidy Unit, or successor unit, and shall first provide documentation or any other information as may be required by the Agency to adequately demonstrate the reasons requiring placement in an out-of-state program or facility. The Permanent Guardian(s) must receive approval prior to out-of-state placement of the child before payment for the services will be made by the Agency.
j.	Approval of Residential Treatment for children who are ineligible for TennCare and are ineligible for private insurance:
	(i) All residential treatment placements shall be approved in writing by the appropriate Agency official prior to the child's placement.
	(ii) Children residing in Tennessee shall be placed in a State contracted facility at the State contracted rate unless exceptional circumstances apply which make out-of-state treatment necessary.
	(iii) For children residing outside of Tennessee, residential rates within the child's state of residence shall be explored and appropriate rates negotiated by the Agency.
k.	It is expressly understood and agreed that there shall be no payment by the Agency for services or for portions of services covered by any insurance available to the child or to the Permanent Guardian(s). Services covered by government sponsored programs in other states or countries for which the child or Permanent Guardian(s) may be eligible and which do not have specific exclusions or reimbursement requirements for the coverages shall not be reimbursed by the Agency to the Permanent Guardian(s) or the sponsoring government.
l.	If the child is ineligible for TennCare and is ineligible for private insurance and the Permanent Guardian(s) must make payments for services, the Permanent Guardian(s) shall submit documentation showing such payments to the Agency. The Permanent Guardian(s) shall be reimbursed for those costs subject to all requirements in Paragraph C.4.

D. Families approved for Subsidized Permanent Guardianship in Tennessee who live out of state should adhere to the following procedures for receipt of Subsidized Permanent Guardianship, medical care, and social services:
1. Subsidized Permanent Guardianship payments will continue to be received from Tennessee.
2. Payments for services shall be made under the provisions of Paragraph C.4.
3. After finalization, if the Permanent Guardian(s) lives or moves to another state, the Agency will make a referral to the new state of residence to ensure that medical coverage continues, as provided through the Interstate Compact on Adoption and Medical Assistance (ICAMA).
V. NOTIFICATION OF CHANGE
A. The Permanent Guardian(s) shall immediately notify the Agency, in writing, if they are no longer legally responsible for the support of the child or are no longer supporting the child. For example, the Permanent Guardian(s) have surrendered their guardianship, the child has married or gone into the military or has left the home and the Permanent Guardian(s) provide no support for the child.
B. The Agency shall be notified if the Permanent Guardian(s) become incapacitated or dies.
C. The Permanent Guardian(s) shall immediately notify the Agency's subsidy staff responsible for managing the Agreement, in writing, when the child is no longer residing with the Permanent Guardian(s) in the guardianship home.
D. The Permanent Guardian(s) shall immediately notify the Agency's subsidy staff responsible for managing the Agreement, in writing, if the child enters or exits foster care.
E. The guardian (s) shall immediately notify the Agency's subsidy staff responsible for managing the Agreement, in writing, when the child is approved for Extension of Foster Care (EFC) program.
F. The Agency shall notify the Permanent Guardian(s) in writing of changes that affect their Subsidized Permanent Guardianship payments.
G. The Permanent Guardian(s) shall notify the Agency's subsidy staff responsible for managing the Agreement, in writing, of changes of address.
H. The Permanent Guardian(s) shall notify the Agency's subsidy staff responsible for managing the Agreement in writing, if there is a change in the child's treatment needs that would warrant an increase or decrease to the Subsidized Permanent Guardianship payment.
I. The guardian(s) shall notify the Agency's subsidy staff responsible for managing the Agreement, in writing, immediately upon being made payee for SSA or VA benefits on behalf of the child as well as any changes in the amount of those benefits. Any payments and/or retro-active payment from SSA or VA benefits must be adjusted against the Subsidized Permanent Guardianship payment for State Funded Agreements only. The Permanent Guardian(s) shall be responsible for making repayment of any Subsidized Permanent Guardianship paid in error.
J. Children receiving a regular or special circumstances rate may be eligible for an age increase in the daily rate once the child reaches age twelve (12). The Permanent Guardian(s) are expected to notify the Agency's subsidy staff responsible for managing the Agreement and request the increase, in writing, prior to the child's twelfth (12 th) birthday. The Permanent Guardian(s) must report, request, and return a signed agreement reflecting the increase prior to the effective date in order for the revision to be made effective. Failure to return the signed agreement will prevent the revision from being made effective. Retroactive payments shall not be made in cases where the Permanent Guardian(s) requests an increase after the child's twelfth (12 th) birthday or fails to return the signed agreement prior to the effective date. In these situations, the effective date for the increase will be the first day of the following month in which the child is eligible and the Permanent Guardian(s) requested the increase, provided the signed agreement is returned.
K. Permanent Guardian(s)'s whose failure to notify the Agency's subsidy staff responsible for managing the Agreement, in writing, of any changes affecting the child's eligibility for Subsidized Permanent Guardianship or the child's daily rate which results in an overpayment by the Agency shall be required to repay the total amount of the Subsidized Permanent Guardianship overpayment. The Agency shall take any action available to the Agency to recover any overpayment not repaid by the Permanent Guardian(s).
L. The Permanent Guardian(s) shall provide documentation to establish the child's continuing eligibility at the time of the child's eighteenth (18 th) birthday. If the child remains eligible after age eighteen (18), the Permanent Guardian(s) shall continue to provide documentation to support the child's eligibility.
VI. REVISION TO THE AGREEMENT
A. This Agreement may be revised at any point after approval when there is a change in circumstances (i.e., child re-enters care or there is a need to identify or access a Successor Guardian).

<p>B. Children receiving a regular or special circumstances rate may be eligible for an age increase in the daily rate once the child reaches age twelve (12). The Permanent Guardian(s) are expected to notify the Agency's subsidy staff responsible for managing the Agreement and request the increase in writing, prior to the child's twelfth (12th) birthday. The Permanent Guardian(s) must report, request, and return a signed agreement reflecting the increase prior to the effective date in order for the revision to be made effective. Failure to return the signed agreement will prevent the revision from being made effective. Retroactive payments shall not be made in cases where the Permanent Guardian(s) requests an increase after the child's twelfth (12th) birthday or fails to return the signed agreement prior to the effective date. In these situations, the effective date for the increase will be the first day of the following month in which the child is eligible and the Permanent Guardian(s) requested the increase, provided the signed agreement is returned.</p>
<p>C. Subsidized Permanent Guardianship benefits or the time frame in which the child remains eligible for the Subsidized Permanent Guardianship program, are subject to guidelines set forth in the revised agreement and in the Agency's policies, rules, and regulations, which govern the Subsidized Permanent Guardianship program.</p>
<p>D. All revised agreements shall supersede and replace any and all previous agreements between the Agency and the Permanent Guardian(s).</p>
<p>E. The Agency reserves the right to revise/modify, make corrections or terminate the Agreement due to error or oversight concerning the child's eligibility for the Subsidized Permanent Guardianship program, the funding source, the Subsidized Permanent Guardianship rate, content in the Subsidized Permanent Guardianship agreement, or changes made in the Agency's administrative Subsidized Permanent Guardianship policy, rules or regulation which govern the Subsidized Permanent Guardianship program.</p>
<p>VII. APPEAL</p>
<p>A. Permanent Guardian(s) may appeal the Agency's decision to deny, terminate or change their child's Subsidized Permanent Guardianship in accordance with Agency's fair hearing and appeal process. Guardians must appeal an adverse decision within ten (10) business days of written notice of the adverse action. Subsidized Permanent Guardianship may continue pending the determination of an appeal. If adverse action is upheld during an appeal, payments continued during the appeal period will be considered an overpayment and will be subject to recovery. Subsidized Permanent Guardianship may continue pending the determination of an appeal, but payments will be suspended for appeals filed for circumstances identified in Section XI of this Agreement. Families who receive a favorable ruling in their hearing would be entitled to assistance that had been suspended. The following are the steps of the appeals process:</p>
<p>1. If the Agency determines that Subsidized Permanent Guardianship will be denied, terminated, or changed, the Agency's Permanency Specialist or Subsidy Specialist shall notify the Permanent Guardian(s) immediately, in writing, utilizing form CS-0721, Notice of Denial Termination, or Change in Subsidized Permanent Guardianship letter, or any successor letter. Form CS-0403, Appeal for Fair Hearing, or any successor form, shall also be given to the Permanent Guardian(s) at the same time.</p>
<p>2. Form CS-0686, Notice of Denial, Termination, or Change in Subsidized Permanent Guardianship, or any successor form, shall be dated with the date the form is mailed or, if hand delivered, the date the form is hand delivered to the Permanent Guardian(s).</p>
<p>3. Upon request, the Agency shall also provide the Agency's Administrative Procedures Division, or any successor division, with a copy of all notification documents that were provided to the Permanent Guardian(s).</p>
<p>4. The Agency shall inform the Permanent Guardian(s) of the timeframe in which they may file an appeal. The Agency shall also provide the fax number and the mailing address to which form CS-0403, Appeal for Fair Hearing, or any successor form, must be sent.</p>
<p>5. Additional information may be accessed by contacting the TN DCS Administrative Procedures Division at: 200 Athens Way, 2nd Floor Suite B, Nashville, TN 37243 (Using Fed Ex or UPS 37228); Phone: 615-741-1110; Fax: 615-741-4518.</p>
<p>VIII. PAYMENT AND SERVICE TRANSFER</p>
<p>A. This Agreement shall remain in effect regardless of the state in which the Permanent Guardian(s) are living. Post Permanency Service availability may vary based upon the child's state of residence.</p>
<p>IX. POST-PERMANENCY SERVICES</p>
<p>A. Tennessee Adoption Support and Preservation (ASAP) and Guardianship Support and Preservation (GSAP) is an innovative and collaborative program provided statewide through Harmony Family Center.</p>

B.	ASAP/GSAP assists families in accessing services that support permanency by offering case management and referral-based services, support groups for Permanent Guardians and children, psycho-educational and collaborative learning opportunities, and they ensure these services are individualized to meet the needs of each family they serve.
C.	Any family with a finalized guardianship of a child who was formerly in the custody of the Agency immediately prior to the finalization of the guardianship and who is currently a minor is eligible to receive these services.
D.	Families may directly contact the ASAP/GSAP hotline to get started at 1-888-848-2727 or visit the ASAP/GSAP website at www.tnasap.org .
E.	Post Permanency Services are subject to funding availability.
F.	Services to support relative (blood, marriage or adoption) guardians and the child can be provided by the Relative Caregiver Program. Families may obtain additional information regarding the Relative Caregiver Program by calling 1-877-DCS-KIDS (1-877-327-5437) or visit the Relative Caregiver Program webpage at https://www.tn.gov/dcs/program-areas/foster-care-and-adoption/fca/relative-caregiver.html
X. INDEPENDENT LIVING SERVICES FOR YOUTH WHO EXITED VIA SUBSIDIZED PERMANENT GUARDIANSHIP AT AGE 16 YEARS OR OLDER	
A.	Youth who exited state custody at age sixteen (16) or older by guardianship may be eligible for Independent Living Wraparound funding. This funding is established as a resource to support the provision of certain Independent Living Services for eligible youth and young adults.
B.	Youth who exit state custody at age sixteen (16) or older by guardianship may also be eligible for an Education and Training Voucher (ETVs). ETVs are only utilized to fund expenses for eligible post-secondary institutions.
C.	The Education and Training Voucher may provide up to \$2500 semester/up to \$5000 per year.
D.	Please contact the Office of Independent Living at 844-887-7277 or email EI_DCS_Independent_Living_Referral@tn.gov to learn more about the services the child may be eligible for.
XI. TITLE IV-E <i>Child Over the Age of 16 at Guardianship Finalization which Occurred On or After January 1, 2023</i>	
A. Notification of Change	
1.	It is incumbent upon the Permanent Guardian(s) to notify the DCS Subsidy Unit or any successor unit of changes that may impact the youth's eligibility for Subsidized Permanent Guardianship or eligibility for Subsidized Permanent Guardianship in a different amount. These changes may include but are not limited to any of the circumstances identified under this section or any changes identified in Section V, Notification of Change.
a.	The youth is no longer employed at least 80 hours per month. Changes in employment must be submitted to DCS.
b.	The youth is no longer participating in a program designed to remove barriers to employment.
c.	The youth is no longer attending high school full time (high school or equivalent, post-secondary or Vocational education).
d.	The youth gains their capacity to maintain employment or attend school who was previously determined incapable due to a documented medical condition.
e.	The youth is no longer diagnosed with a moderate to severe disability/handicapping condition, documented by a licensed provider, which requires treatment, to warrant the continuation of the Title IV-E subsidy payment.
f.	The youth is no longer diagnosed with a disability/handicapping condition, documented by a licensed provider, which substantially limits the child or youth in one or more major life functions, to warrant the continuation of the Title IV-E subsidy payment.
B. Renewing the Agreement	
1.	Children determined eligible for Title IV-E are not subject to a renewal process. However, it is incumbent upon the Permanent Guardian(s) to keep the Agency's Central Office Subsidy Unit, or any successor unit, apprised of any change in circumstance that would make the child ineligible for the Subsidized Permanent Guardianship program or eligible for a payment in a different amount.
C. Terminating the SPG Agreement. The Subsidized Permanent Guardianship agreement will be subject to termination if any of the following circumstances exist.	
1.	The terms of the Agreement have concluded.
2.	The Permanent Guardian(s) request termination.
3.	The Permanent Guardian(s)'s legal responsibility to the child ends.
4.	The Agency determines that the Permanent Guardian(s) is not financially supporting the child.
5.	The child marries.

6.	The child enlists in military service.
7.	The child is approved for and begins receiving benefits from the Extension of Foster Care (EFC) program.
8.	The Agency determines that a child was made eligible for the Subsidized Permanent Guardianship program in error. The Agency reserves the right to terminate the Subsidized Permanent Guardianship agreement due to error or oversight concerning the determination of eligibility for the Subsidized Permanent Guardianship program.
9.	The child dies.
10.	The Permanent Guardian(s) dies.
11.	If a youth who is age eighteen (18) or older ceases to meet ANY of the following criteria to remain eligible for the Subsidized Permanent Guardianship beyond the age of eighteen (18):
	a. Full-time school attendance (high school or equivalent, post-secondary or vocational education);
	b. Incapable of employment or attending school due to a documented medical condition;
	c. Participating in a program designed to promote or remove barriers to employment;
	d. Employed for at least eighty (80) hours per month;
	e. Diagnosed with a moderate to severe disability/handicapping condition, documented by a licensed provider, which requires treatment, to warrant the continuation of the Title IV-E subsidy payment;
	f. Diagnosed with a disability/handicapping condition, documented by a licensed provider, which substantially limits the child or youth in one or more major life functions, to warrant the continuation of the Title IV-E subsidy payment.
12.	The child reaches the age of twenty-one (21).
VII. Successor Guardian	
A.	In the event that the Guardian becomes incapacitated or dies, a Successor to the Guardianship Subsidy payment can be identified.
B.	If a Successor is not identified on this agreement, a person can be identified during future renewals or revisions.
C.	The Permanent Guardian(s) have identified the following Successor Guardian(s):
<div style="margin-bottom: 20px;"> <div style="border-bottom: 1px solid black; width: 80%; margin-bottom: 5px;"></div> <div>Successor Guardian(s)'s Full Name(s)</div> </div> <div style="margin-bottom: 20px;"> <div style="border-bottom: 1px solid black; width: 80%; margin-bottom: 5px;"></div> <div>Successor Guardian(s)'s Address</div> </div> <div> <div style="display: flex; justify-content: space-between; margin-bottom: 5px;"> <div style="border-bottom: 1px solid black; width: 45%;"></div> <div style="border-bottom: 1px solid black; width: 45%;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Successor Guardian(s)'s Email Address</div> <div>Successor Guardian(s)'s Phone Number</div> </div> </div>	
SIGNATURES:	
FOR AMENDED, RENEWAL, OR REVISION AGREEMENTS ONLY	
For each box checked, the appropriate documentation must be submitted to the Agency.	
Check all that apply:	Documentation
<input type="checkbox"/> We/I certify that our/my child is a full-time student.	Verification of school attendance
<input type="checkbox"/> We/I certify that our/my child is currently employed.	Proof of employment and documentation of income.
<input type="checkbox"/> We/I certify that our/my child is currently a recipient of SSA, SSI, or VA benefits.	Verification of the type and amount of the benefit.
<input type="checkbox"/> We/I certify that our/my child has financial resources such as a checking/savings/trust account, or vehicle(s).	Verification or proof of the value of each financial resource.

