

### KINSHIP GUARDIANSHIP ASSISTANCE PAYMENT (KIN-GAP) PROGRAM AGREEMENT AMENDMENT

***This form amends and supplements the SOC 369 to memorialize the terms, conditions, rights, responsibilities, and agreements reached between the county child welfare agency, probation department or Title IV-E agreement tribe and the relative guardian.***

NOTICE: This agreement describes the guardianship assistance benefit that you will receive. If you agree, please sign the agreement and return it to the responsible public agency. If you disagree, please contact the responsible public agency. If you and the agency cannot reach an agreement, you will receive a Notice of Action which explains how to request a state hearing to resolve the matter.

I/We, \_\_\_\_\_ and \_\_\_\_\_, have  
(NAME OF LEGAL GUARDIAN) (NAME OF LEGAL GUARDIAN)  
entered into an agreement with the \_\_\_\_\_ for a  
(NAME OF RESPONSIBLE PUBLIC AGENCY)

(check one)  federally eligible;  
 state eligible Kinship Guardianship Assistance Payment (Kin-GAP) for \_\_\_\_\_.  
(NAME OF CHILD)

This Kin-GAP Agreement will continue until it is modified or terminated in accordance with its terms.

This is (check one)  an initial agreement  
 an amendment to the agreement dated \_\_\_\_\_  
(DATE OF INITIAL AGREEMENT)

1. A Kin-GAP benefit of \$ \_\_\_\_\_ per month is authorized to begin \_\_\_\_\_.  
(BEGINNING DATE OF PAYMENT)

The child's needs must be reassessed at least every two years. The next scheduled reassessment is  
\_\_\_\_\_  
(REASSESSMENT DATE)

2. Unless the benefit is ending because of age, \_\_\_\_\_ will send a Statement of Facts  
(RESPONSIBLE PUBLIC AGENCY)  
Supporting Eligibility for Kinship Guardianship Assistance Payment (Kin-GAP) Program (KG 2 form), at least 60 days before the next reassessment date. I/We shall complete the KG 2 and return it within 14 days to \_\_\_\_\_.  
(RESPONSIBLE PUBLIC AGENCY) I/We understand that failure to complete and return this form in a timely manner may result in an interruption, delay or termination in the receipt of the benefit.

- 3. If applicable, any specialized care increment (SCI) that the child receives may change as the needs of the child change.
- 4. A child receiving Kin-GAP shall be eligible for an age-related increase after his or her 5th, 9th, 12th and 15th birthdays. (In Marin County, the age-related increase occurs after his or her 5th, 7th, 12th, 13th and 15th birthdays.)
- 5. The Kin-GAP benefit may not exceed the age-related, state-approved foster family home care rate, and any applicable state-approved SCI, that would have been paid if the child had remained in foster care.
- 6. The Kin-GAP payment that the child receives may change if other income is received by or on behalf of the child.
- 7. A child receiving Kin-GAP benefits may retain cash and other assets subject to limitations established by law.
- 8. A child receiving Kin-GAP shall be eligible for a clothing allowance in accordance with state law and as established by the county of legal responsibility.

- 
- 
9. For a youth eligible for a Kin-GAP benefit who is a teen parent and has a child living in the same home, the rate may include a two hundred dollar (\$200) monthly payment made to the relative caregiver in a whole family foster home.
  10. If a child is living with a teen parent who is eligible for Kin-GAP benefits, the rate paid to the relative guardian on behalf of the teen parent shall include the "infant supplement" which is an additional benefit for the care and supervision of the child.
  11. Payments on behalf of a child who is a recipient of Kin-GAP benefits and who is also a consumer of a California regional center services shall be based on the dual agency rates established by the State Department of Social Services.
  12. Continuation of the Kin-GAP benefit depends upon my/our responsibility for the support of the child and on the child's continued receipt of my/our support.
  13. I/We agree to inform the agency immediately if any of the following occurs:
    - Our address changes.
    - The youth is no longer residing in the family home.
    - I/We are no longer providing any type of support to the youth.
    - I/We are no longer responsible for the support of the youth.
    - Guardianship is terminated and/or dependency is reinstated.
    - The child begins to receive earned or unearned income (i.e., Social Security, SSI/SSP, other).

Failure to report these changes may result in an overpayment which may be recovered by a one-time charge or a reduction in current and future Kin-GAP benefits.

14. I/We understand that \_\_\_\_\_ will remain eligible to receive a Kin-GAP benefit from the State of California regardless of where I/we reside.  
(NAME OF CHILD)
15. I/We understand that under the terms of this agreement the child is eligible for medical services under Medi-Cal, California's Medicaid program. It is understood that if we move to another state we will need to apply for Medicaid in that state. I/We are aware that medical coverage and social services may vary in other states.
16. I/We understand that the child will not be eligible to receive a Kin-GAP payment after reaching the age of 18 years **unless** he or she is in school and is expected to graduate by the age of 19 years.
17. Effective January 1, 2012, a former dependent child or ward of the juvenile court who is eligible for the Kin-GAP program and who attained 16 years of age before originally entering the Kin-GAP program shall continue to receive aid up to 19 years of age; effective January 1, 2013, up to 20 years of age; and, effective January 1, 2014, up to 21 years of age [the extension of benefits for those between 20 and 21 years of age shall be contingent upon appropriation by the California Legislature], as long as one or more of the following conditions exist:
  - (1) The individual is completing secondary education or a program leading to an equivalent credential.
  - (2) The individual is enrolled in an institution which provides postsecondary or vocational education.
  - (3) The individual is participating in a program or activity designed to promote or remove barriers to employment.
  - (4) The individual is employed for at least 80 hours per month.
  - (5) The individual is incapable of doing any of the activities described in (1) to (4), inclusive, due to a medical condition, and that incapability is supported by regularly updated information in the case plan of the individual.
18. Kin-GAP benefits shall continue to age 21 if the youth has a physical or mental disability that warrants the continuation of assistance.

Pursuant to Welfare and Institutions Code Section 1403(c), relative guardians who receive Kin-GAP payments are responsible for reporting to the responsible public agency when the nonminor former dependent no longer satisfies at least one of the five conditions described above.

- 19. I/We understand that under the terms of this agreement the child is eligible for services which include assistance in the filing of a petition to appoint a co-guardian or a successor guardian for the child to have dependency jurisdiction resumed, or to terminate guardianship.
- 20. I/We will not be charged or have to pay any fees or costs to establish guardianship.
- 21. Once the youth attains the age of 16, he or she may request and receive independent living program services.
- 22. The youth, who was in foster care between the ages of 16 - 18 while under the care and custody of the juvenile court, is eligible to apply for a Chaffee Education and Training Voucher.
- 23. I/We acknowledge that a copy of this written agreement has been received.
- 24. I/We understand that reimbursement can be made for reasonable and verified nonrecurring expenses incurred from obtaining legal guardianship to the extent the expenses don't exceed \$2,000. Reimbursement shall not be made for costs otherwise reimbursed from other sources.

I/We are in agreement with the provisions of this document.

=====

I/We are not in agreement with the provisions of this document and request a state hearing.

LEGAL GUARDIAN	DATE	RESPONSIBLE PUBLIC AGENCY REPRESENTATIVE	DATE
LEGAL GUARDIAN	DATE	RESPONSIBLE PUBLIC AGENCY NAME, ADDRESS TELEPHONE NUMBER	

**TO REQUEST A REASSESSMENT, GET HELP CONCERNING GUARDIANSHIP OR TO REQUEST SERVICES, PLEASE CALL OR WRITE THE PUBLIC AGENCY LISTED ABOVE.**