

**Kinship Guardianship Assistance Program Agreement (KinGAP) OR  
Guardianship Assistance Program Agreement (GAP)**

Section A: County, Guardian(s), and Youth Information

<b>County Department of Social Services</b>			
Physical Address:			
City:			
State:		Zip Code:	
Phone Number:			
<b>Legal Guardian #1</b>			
Full Name:			
Physical Address:			
City:			
State:		Zip Code:	
Phone Number:			
<b>Legal Guardian # 2 (if applicable)</b>			
Full Name:			
Physical Address:			
City:			
State:		Zip Code:	
Phone Number:			
<b>Youth Information</b>			
Full Name:			
Date of Birth:			
<p>Is the guardian(s) listed above a relative*(s) of the youth?                      Yes                      No</p> <p>If yes, please describe:</p> <p><small>*Relative is defined as a person who is related to the minor child by blood, marriage, adoption, or an individual that has a substantial relationship with the minor child or the minor child's parent(s) prior to the child being placed in foster care</small></p>			

Check one to indicate the applicable program: If YES to the question above, check KinGAP; if NO, check GAP.

- KinGAP (Kinship Guardianship Assistance Program)
- GAP (Guardianship Assistance Program)

Section B: Guardianship Intent

I/We (the prospective legal guardian(s) listed in Section A) intend to accept guardianship and have signed this agreement **prior to the order granting legal guardianship** so that the youth (listed in Section A) can receive KinGAP/GAP and other benefits to which s/he is entitled;

OR

I/We (the legal guardian(s) listed in Section A) **have already been granted legal guardianship** and are signing this agreement after the order, as a result of an appeal hearing that determined requirements for benefits had been met prior to the order granting legal guardianship.

OR

- I/We, the prospective legal guardian(s) named as the designated Successor Guardian(s) on the original DSS-1810, agree to accept guardianship and have signed this agreement before the guardianship order is issued. This ensures that the youth listed in Section A can receive KinGAP/GAP and any other benefits they are entitled to. Date of original 1810:

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Section C: KinGAP/GAP Benefits

- I / We, the Legal Guardian(s), and the County DSS agree to the provisions of those benefits listed below for which the youth listed in Section A is eligible:
  1. **Monthly cash benefits:**
    - KinGAP: IV-E Benefits
    - KinGAP: IV-B Benefits
    - GAP: State-Funded (not eligible for successor guardianship)

*Monthly cash benefits will begin the month following the guardianship order.*

Start Date (Month/Year of Planned Hearing):

Monthly Amount: \$

2. **Non-recurring costs up to \$2,000** are available to the legal guardian(s) as reimbursement for expenses that were incurred by the guardian(s) to obtain guardianship. Receipts and invoices will be submitted by the legal guardian to the County DSS for approval.
  - List items and amounts, not to exceed \$2,000.00:
  
3. **Medicaid:** If the youth is eligible for KinGAP OR GAP benefits, he or she is also entitled to Medicaid. Medicaid will be available to the youth in accordance with the procedures of the state in which he or she and the legal guardian(s) live(s). An application for Medicaid must be completed on behalf of the youth.

Section D: Post-Permanency Services

- I / We and the County DSS agree that supportive services will be provided in accordance with the availability of services and resources in the County DSS and community. I / We understand that these services are not a continuation of supervision but a County DSS service given as needed and requested by any of the parties involved in the guardianship arrangement. I/We are responsible for contacting the County DSS to request any assistance and services to support legal guardianship.

It has been explained to me that my current regional post permanency support service provider is:

Additional post permanency information and resources are available at [ncdhhs.gov](http://ncdhhs.gov). Search: "Post Permanency Support".

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Section E: Out-of-State Benefits

If the child is eligible for **KinGAP/GAP**, the guardian will need to re-apply for Medicaid in the new state; their eligibility will be based on the new state's Medicaid rules. The NC County DSS will provide the agreement upon request from the receiving state.

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Section F: Notification of Change

1. The legal guardian(s) will immediately notify the County DSS, in writing, of any of the following changes:
  - a. If their address changes so that receipt of benefits will not be delayed.
  - b. If they are no longer legally responsible for the care and custody of the youth or are no longer providing financial support for the youth. This includes, but is not limited to, removal from the home and placement into **out-of-home care due to a substantiated report of child abuse or neglect by the legal guardian(s)**, youth's marriage, **emancipation**, death, or entry into military service.
  - c. If the youth has attained the age for compulsory school attendance but is not enrolled as a full-time elementary or secondary student in a school, in an authorized independent study program, or is being **home-schooled** consistent with the law of the State or other jurisdiction, unless such a youth

has completed secondary school or is incapable of attending school full time due to a medical condition. School enrollment is a requirement of **each youth receiving this payment.**

- d. If the youth is 18-21 and no longer meets the educational or employment requirements to continue benefits if legal guardianship was granted when the youth was 16 or 17 years of age. **The youth has a right to report a change in status/circumstance to the County DSS.**
- 2. The County DSS will immediately notify the legal guardian(s), in writing, of changes in **KinGAP/GAP** payments resulting from increases or decreases in allowable benefits. Benefits are in the amount of standard foster care rate as approved by the NC General Assembly and do change from time to time.

Section G: Termination of Benefits

KinGAP/GAP benefits to the youth will be terminated in any of the following circumstances upon written notice to the legal guardian(s):

- 1. Upon the legal guardian(s)' request.
- 2. Upon the youth reaching 18 **years of age** unless the youth was 16 or 17 years of age when legal guardianship was granted. In that situation, benefits will continue to the month of the individual's 21st birthday as long as the educational/employment requirements are met. These requirements are:
  - the youth is completing a secondary education or a program leading to an equivalent credential,
  - enrolled in an institution which provides post-secondary or vocational education;
  - participating in a program or activity designed to promote or remove barriers to employment,
  - employed for at least 80 hours per month;
  - is incapable of doing any of the previously described activities due to a medical condition.
- 3. Upon determination by the state that the legal guardian(s) are no longer providing any support for the youth ("any support" is defined as various forms of financial support such as paying for family therapy, tuition, clothing, maintenance of special equipment in the home, or paying someone else to provide for the youth). **The youth has a right to report a change in status/circumstance to the County DSS.**
- 4. Upon the marriage of the youth.
- 5. Upon the youth's enlistment in the military.
- 6. Upon the youth becoming an emancipated minor.
- 7. Upon the youth's death.
- 8. **Upon the death of all court appointed legal guardian(s) of the youth.**

Section H: Successor Guardian (KinGAP Only)

In the event that I am no longer able to serve, including upon my death, as the **court-appointed legal relative guardian(s)** of the youth, I designate the following individual as the successor guardian:

Successor Guardian			
Full Name:			
Physical Address:			
State:		Zip Code:	
Phone:			

Section I: Right to Appeal

- I / We, legal guardian(s), may appeal the County DSS’s decision to change, or terminate **KinGAP/GAP** benefits in accordance with rules and procedures of North Carolina’s fair hearing and appeal process. I / We may be represented by an authorized representative, such as legal counsel, relative, friend, or other spokesperson or we may represent myself/ourselves. **Information on how to appeal is contained on the Notice of Adverse Action (DSS-8553).**

Section J: Duration

This Agreement shall remain in effect regardless of the State of residence of the youth and legal guardian(s) at any given time. This Agreement will expire permanently on the youth’s eighteenth birthday unless a legal guardianship arrangement was entered into when **the youth was 16 or 17 years of age as noted above** or that termination occurs earlier as a result of one or more of the conditions set forth in Section G, Termination of the Agreement.

Section K: Acknowledgement

In completing and signing this Agreement, I / We certify that the information provided herein is true, accurate and complete to the best of my knowledge. In addition, I / We are aware that if I make a willfully false statement or representation, or use other fraudulent methods to obtain **KinGAP/GAP** benefits to which I / We are not entitled, or greater than that, to which I / We are entitled, I / We can be found guilty of a felony or misdemeanor under appropriate state or federal law.

A signed copy of the Agreement was given/mailed to the legal guardian(s) on:

Section L: Signatures

<b>Legal Guardian #1</b>	
Printed Name:	
Signature:	
Date:	
<b>Legal Guardian #2 (if applicable)</b>	
Printed Name:	
Signature:	
Date:	
<b>County DSS Director/Designee</b>	
Printed Name:	
Signature:	
Date:	