



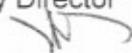
B. J. Walker, Commissioner

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December 20, 2006

SOCIAL SERVICES MANUAL TRANSMITTAL NO. 2006-10

TO: County Departments of Family and Children Services (DFCS)
DFCS Regional Directors
Field Fiscal Services
State Staff

FROM: Martha Okafor, Deputy Director
Programs and Policy 

RE: Foster Care Services Manual Revision:
Section 1006 Assessment and Permanency
Guardianship for Non Relative Caregivers

PURPOSE

This manual transmittal incorporates a significant change to Section 1006.6 Guardianship. The change introduces Non Relative Subsidized Guardianship (NRSG). Non Relative Subsidized Guardianship provides financial assistance to non related caregivers who assume legal guardianship of a child in the custody of the Department. Subsidized Guardianship reflects the principles of family centered practice that allows children to be placed with able, fit and caring adults with whom they have existing relationship or emotional bond. Guardianship also supports permanency for children and youth who are not being adopted or reunited with their birth parents and the termination of parental rights is not required.

DISCUSSION

Significant policy changes, additions and deletions have been made and are outlined below. The vertical line in the left margin indicates a change in the policy.

- Effective December 1, 2006, Non Relative Subsidized Guardianship (NRSG) may be available to individuals awarded Legal Guardianship of a child in the temporary care and custody of the Department.
- When it is determined that Guardianship is the most appropriate permanency plan for the child, the NRESG or NRSG may be initiated. ENRSG may be made at the rate of 80% of the current DFCS foster care per diem. NRSG may be made at the rate of \$10.00 per day.

- The non relative caregiver must obtain legal guardianship of the child within six months of first subsidy payment or the payments will be suspended.
- A guardianship may be ordered by the juvenile court or the probate court. Guardianship orders obtained through the Probate Court must be monitored closely by the county department for any changes in the guardianship arrangement.
- A Family Team Meeting shall be held to discuss and make changes to permanency plans.
- A Transition Plan is required for the child from foster care to the permanent care of the guardian and must include at a minimum, case management services and other supportive services to ensure the safety and well-being of the child.
- A Relative/Non-Relative Care Assessment (R/NRCA) must be completed. The degree of relationship must be documented and establish the existing relationship and bond that exist between the individual, child and family when being considered for guardianship.
- The Department shall continue to work with the birth parents on reunification goals for up to twelve months if guardianship is awarded prior to the child being in foster care twelve months and if reunification is viable.
- Guardians receiving the SG, ESG, NRESG or NRSNG must adhere to the annual renewal required by the county department.
- To initiate NRESG or NRSNG, the case manager shall use Form 529 to indicate a change from foster care per diem to NRESG or NRSNG. Show an effective date as the 1st day of the next month following the end of the Per Diem eligibility. The eligibility classification for NRESG and NRSNG is Program 550. The entitlement code for NRESG is 01 and NRSNG is 81.
- Notify Family Independence on Form 713 to terminate any TANF payment paid for the child's care. Show an effective date as the first day of the month after the receipt of the R/NRCA and the NRSNG agreement (provided all other Non Relative Subsidized Guardianship criteria is met).

Questions regarding Social Services Policy 1006.6, Guardianship should be directed to your Field Program Specialist. The Regional Office may direct questions to Renee King at irking@dhr.state.ga.us or 404.657.3403 or Leslie Cofield at lbcofield@dhr.state.ga.us or 404.657.3445.

IMPLEMENTATION:

This manual material is effective upon receipt.

INSTRUCTIONS FOR POLICY MANUAL MAINTENANCE:

1. Remove Section 1006. Assessment and Permanency from your Social Services Foster Care Manual. Replace with the revised (MT 06-10-December 2006) 1006 Assessment and Permanency section.
2. Make the proper notation on the Receipt of Manual Transmittals.

Foster Care Services: Assessment and Permanency

GUARDIANSHIP

1006.6

Requirement

Guardianship is selected as the permanency plan for a child (1) who is unlikely to return home (2) for whom termination is not in his/her best interest and for whom adoption is impractical or inappropriate. Guardianship may be considered for children placed with relative caregivers or non relative caregivers once the placement is considered stable and in the best interest of the child.

Before selecting Guardianship with a non-relative as the permanency plan, the county department must exhaust and document diligent search efforts for relatives and why placement with a relative is not in the best interest of the child that have an existing positive relationship or emotional attachment and bond with the child. In addition, there must be an interested, responsible adult willing to assume care of the child. The potential guardian's home must be evaluated and approved to ensure the child's safety, stability and well-being.

Guardianship

1006.6 PROCEDURES

Selection of Guardianship as the Permanency Plan:

1. The SSCM, supervisor, parents, placement resource and family members and significant others shall determine if Guardianship should be selected as the permanency plan or if a concurrent plan needs to be selected to ensure expedited permanency.
2. A Family Team Meeting must be held to:
 - Discuss all permanency options; and if guardianship is selected, ensure and document that all permanency options were discussed with the family and why guardianship is in the best interest of the child and family.
 - Discuss and document all financial resources and support available to the relative/non-relative caregiver if awarded guardianship. For additional consideration see Practice Issues: Special Financial Arrangements.
 - a. The county department can no longer pay a per diem board rate once a guardian is appointed.
 - b. If the guardian meets the eligibility requirements, he/she may be able to receive an Enhanced Subsidized Guardianship (ESG), Subsidized Guardianship (SG), Non Relative Subsidized Guardianship (NRESG) or Non Relative Guardianship (NRSG).
 - c. The non relative guardian may be considered for NRESG or NRSG at least six months prior to the Guardianship award being final. The NRESG or NRSG payments must be suspended, the first day of the next month (seven months from the date of the first payment), if the non relative caregiver does not obtain guardianship within the six month time period. Once Guardianship is awarded, payments may resume.
 - d. Discuss the stability of the placement and how best to prepare the family and child for placement stability.

Foster Care Services: Assessment and Permanency

3. If the parent(s) agrees, the Department shall continue to work with them on their reunification goals for up to twelve months if guardianship is awarded prior to the child being in care twelve months. (The twelve months is calculated from the date the child enters foster care.)
4. Outline and manage the child's transition plan for the child from the Departments temporary custody to the permanent care of the guardian.

The transition plan shall include the following:

- a. Case Management Services for an effective transition.
 - b. Referrals and links to community agencies (including MHDDAD, PSSF and CCFA/WA).
 - c. Support services to ensure the safety and well-being of the child.
 - d. Pre-placement visits if child is not already in the home.
5. The Case Manager will make a home visit to the relative/non-relative placement's home. The Case Manager shall assess and document the adjustment of the child and relative/non-relative caregiver to the child for no less than six placement months, including but not limited to determining whether the child or relative/non relative caregiver is experiencing any problems that require the Case Manager's attention and response.
 6. Complete a Relative/Non-Relative Care Assessment (R/NRCA) on the relative/non-relative caregiver if one has not already been completed.
 - a. The degree of relationship shall be documented by establishing the existing relationship and familial bond that exist between the individual, child and family (for no less than six months), when completing the R/NRCA for a relative/non relative who is being considered for guardianship.
 - b. A discussion of why all relative/non relative caregivers are not considered for permanency must be documented.
 - c. The responsibility for recommending approval of a relative/non relative care assessment rests with the County Department of Family and Children Services office that conducted the study. Initial placements may be made on the merits of the favorable home visit, safety and home assessment, history check and criminal records check on all individuals 18 or older in the household. (See Section 1004.1.3 before a placement is made with the relative/non-relative).
 - d. If the child is placed outside of the county, (See 1004.1.7)
 7. It will be necessary for the county department to return to court to be relieved of custody of the child when legal guardianship is awarded to an individual subsequent to DFCS holding temporary custody.
 8. After the department is relieved of temporary custody of the child(ren) and guardianship is awarded to the relative/non-relative caregiver, remove the child(ren) from AFCARS. The Placement case remains open for working with the parent on the reunification goals, where applicable.
 9. Follow the procedures in 1006.9 – Services to Birth Parents to make reasonable efforts to reunify the child and family through the provision of intensive, responsive time-limited reunification services, where applicable.
 10. Once guardianship has been awarded, the county department cannot provide ongoing case management services for an indefinite period of time. Ongoing support services may continue for a short time if the guardian voluntarily accepts it. This stipulation does not apply to the annual renewal requirements for the subsidy payments.

Foster Care Services: Assessment and Permanency

Relative/Non-Relative Guardianship cases where ESG, SG, NRESG, NRSR payments are made must be renewed annually by the County DFCS.

- The county DFCS office where guardianship was granted shall notify the family 45 days prior to the end of the approval.
 - The Case Manager makes arrangements to make a home visit
 - The family and agency representative must sign a new R/NRG agreement with the current subsidy amount on the designated form.
11. Guardians receiving the ESG, SG, NRESG or NRSR must adhere to the annual renewal required by the County Department.

Selection of Guardianship following Termination of Parental Rights:

1. Before selecting guardianship following a termination of parental rights the county department must exhaust all adoption recruitment efforts.
2. After parental rights are terminated or at a subsequent disposition review, the child must be committed to the proposed guardian by the juvenile court which ordered termination of parental rights, in accordance with O.C.G.A Section 15-11-103(a)(3), and the new custodian must become the guardian of the child as required by that statute.

Guardianship

1006.6 PRACTICE ISSUES

1. Guardianship arrangements have the advantage of being less vulnerable to disruption than are formalized long-term foster care arrangements. However, a guardianship can be threatened whenever a parent, who has agreed to the guardianship, petitions for the guardianship to be dissolved.
 - The county department shall work closely with the judicial system (Juvenile and Probate courts) to establish a protocol for notification when there are petitions for changes or amendments to the guardianship order.
2. Georgia statutes provide for both temporary and permanent guardianship of a minor to a suitable adult. Both temporary and permanent guardianship meet Adoption and Safe Families Act (ASFA) requirements for "legal guardianship" as a permanency option outcome.
 - a. Temporary Guardianship is possible in the following situations:
 - The parent agrees to the guardianship, or
 - The parent will not object to the guardianship when notified.
 - b. Permanent guardianship is possible in the following situations:
 - There is no natural guardian (parent(s) deceased); or
 - Parental rights have been terminated; and
 - The child does not have a guardian.
3. A guardianship may be ordered by the juvenile court (preferred when receiving a subsidy payment) or the probate court. Some juvenile courts do not accept guardianship cases. Note: Guardianship orders obtained through the Probate Court must be monitored closely by the county department for any changes in the guardianship arrangement.

Foster Care Services: Assessment and Permanency

4. Special financial arrangements must be considered:

- A child receiving SSI may continue to be eligible, regardless of the guardian's income. The guardian must notify the Social Security Administration of the changes in the payee.
- If the guardian is not eligible to receive ESG, SG NRESG, or NRSG, he/she may be able to receive a TANF Payee grant for the child.
- A guardian, who receives ESG, SG, NRESG, or NRSG must report any changes to the county department.

Note: The Guardian may not receive TANF **and** ESG, SG, NRESG or NRSG for the child.

5. Until the guardianship is in effect, the Case Plan must document steps being taken to place the child in a more permanent living arrangement.
6. A young person age 14 or older shall be referred to Independent Living. If the young person is 14 or older at the time guardianship is awarded, the child remains eligible for IL services.

SUBSIDIZED GUARDIANSHIP APPLICATION AND AGREEMENT

Enhanced Subsidized Guardianship (ESG)

Subsidized Guardianship (SG)

(Relative caregiver meets income requirements)

Enhanced Non-Relative Subsidized Guardianship (ENRSG)

Non-Relative Subsidized Guardianship (NRSG)

Child's Name _____

Date of Birth _____

RELATIVE CAREGIVER (1)	DOB	RELATIONSHIP TO CHILD
RELATIVE CAREGIVER (2)		RELATIONSHIP TO CHILD
OTHER HOUSEHOLD MEMBER		RELATIONSHIP TO CHILD

By signing this form, I am hereby agreeing to the **Terms, Conditions and Reporting** requirements for receiving the Enhanced Subsidized Guardianship or Subsidized Guardianship payment as described herein. These funds are accepted on behalf of my relative _____, and a child whose guardianship I have agreed to accept from the juvenile court. The Department of Human Resource's approval of this agreement is granted contingent on the availability of funds and my cooperation with periodic agency reports. This approval is effective from _____ through _____.

Signature	Relationship/Title	Date
Signature	Relationship/Title	Date
Witness Signature, (if Signed above with "X")	Relationship/Title	Date
Agency Approval Authority	Title	Date

ENHANCED SUBSIDIZED GUARDIANSHIP/SUBSIDIZED GUARDIANSHIP AGREEMENT

I(We), _____ and _____

am (are) committed to providing a home for our relative, _____, a child in the temporary legal custody of _____ County Department of Family and Children Services (DFCS). In accepting this responsibility, I (we) knowingly enter into an agreement with DFCS regarding his/her overall health, care and well-being while in my (our) home and care. It is my (our) understanding that once guardianship of the child is granted to me and the department is relieved of custody, we are, hereby, agreeing to these

Terms and Conditions:

1. I (We) agree to abide with DFCS and the Juvenile Court requirements regarding this child's care.
2. I (we) agree to provide the child with a nurturing and stable home environment.
3. I (We) agree to protect the child from harm or maltreatment.
4. I (We) agree to assure that his/her health, emotional, psychosocial, educational and physical needs are met.
5. I (We) agree to provide adequate clothing, appropriate for weather conditions and the child's special needs.
6. I (We) agree to provide for child's dietary needs including any special foods or supplements required for him/her.
7. I (We) agree to seek and obtain mental health and /or counseling services if recommended for the child.
8. I (We) agree to notify the agency of changes in the household circumstances which may affect the child, such as
 - a). person(s), over age 17, moving into or out of the household,
 - b). caregiver(s) name changes,
 - c). change of address
 - d). child runs away, is kidnapped or whereabouts are unknown,
 - e). child is seriously injured, becomes critically ill, or dies,
 - f). child is incarcerated and expected to be retained beyond his/her 18th birthday,
 - g). child marries
 - h). child receives support or benefit payments in an amount greater than \$400.00
 - i). DFCS CPS investigation is substantiated
 - j). child is returned to the legal custody of the birth parent(s), or
 - k). any circumstance causing the child to be at risk and/or no longer requiring this placement and/or ERR.

It is my (our) understanding that staff from _____ County DFCS office will do the following (or arrange same) with the social services agency in the county/state where I (we) reside:

1. Send advance notification to schedule the annual review of my home.
2. Complete an annual review of my home and update the relative care assessment.
3. Send me (us) written notification of the continuation (specifying the amount) or termination of the ESG or SG payments. The dates of the eligibility period will be included in the notification letter.
4. Provide ESG or SG payment in the amount of \$ _____ per day to help defray expenses for the child's care.
5. Refer me (us) to service providers who are appropriate resources for addressing identified needs of the child. (child care, wrap-around, etc.)

I (we) understand and will abide by the court's and agency's expectations that I (we) will provide our relative, _____, with a safe, protective and nurturing home environment while I(we) have guardianship.