

## VIRGINIA ADOPTION ASSISTANCE AGREEMENT

<b>Child's Adoptive Name:</b>	<b>Date of Birth:</b>
<i>(If the adoptive name is unknown, write the child's first name and <b>only</b> the initial of the last name).</i>	

This agreement is entered into by \_\_\_\_\_, the local department, and \_\_\_\_\_, the adoptive parent(s), and \_\_\_\_\_, the licensed child placing agency when this child is in its custody, on behalf of this child named above.

### Child's Documented Special Needs

This child has the following special needs documented by a qualified professional and established by the local department. Diagnoses listed on the agreement must match what's listed on the application.

#### Title IV-E or State funded Adoption Assistance Agreement

- ☐ Child has a physical, mental, or emotional condition existing prior to adoption.  
Describe:
- ☐ Child has a hereditary tendency, congenital problem, or birth injury leading to substantial risk of future disability.  
Describe:
- ☐ Child is a member of a minority group based on racial, multi-racial, or ethnic heritage.  
Describe:
- ☐ Child has a close relationship with one of more siblings.
- ☐ Child meets all medical or disability requirements for Social Security Income (SSI).  
Describe:
- ☐ Child is age six years or older and has been in foster care for eighteen months or longer.

#### State funded Adoption Assistance Agreement only

- ☐ Child has developed significant emotional ties with his/her foster parent(s) while in their care for at least 12 months, the foster parent(s) are committed to adopting this child, and state adoption assistance maintenance payments are necessary to enable the adoption.  
Describe:
- ☐ Child had the following special need(s) at the time of the adoption, it was not diagnosed until after the final order of adoption, and no more than one year elapsed from date of diagnosis.  
Child has:
- ☐ A physical, mental or emotional condition.  
Describe:
- ☐ Hereditary tendency, congenital problem, or birth injury leading to substantial risk of future disability.  
Describe:

## PROVISIONS OF AGREEMENT

This adoption assistance agreement, which is binding on all parties, is entered into for the purposes of facilitating the legal adoption of this child and assisting the adoptive parent(s) in providing care for this child. All parties agree to the terms and provisions contained in this document.

**A. Types of Adoption Assistance.** Payments and services for adoption assistance on behalf of this child have been determined by mutual agreement between the adoptive parent(s), the local department, and licensed child placing agency, if applicable, as documented in this section.

- 1. Non-recurring adoption expenses.** The local department agrees to pay the adoptive parent(s) the non-recurring adoption expenses identified in the chart below from title IV-E funds, up to \$2,000.

Non-Recurring Adoption Expenses	Amount
<input type="checkbox"/> Court costs related to filing an adoption petition	
<input type="checkbox"/> Attorney fees and legal service fees directly related to finalizing the adoption	
<input type="checkbox"/> Health and psychological examinations	
<input type="checkbox"/> Supervision of the placement prior to adoption	
<input type="checkbox"/> Transportation, lodging, and food for child and/or adoptive parent(s) when necessary to complete the placement or adoption process	
<input type="checkbox"/> Adoption fee charged and home study conducted by LCPA	
<input type="checkbox"/> Other costs necessary to complete child placement or adoption process Describe:	
<b>Total Amount</b> (not to exceed \$2,000)	

The adoptive parent(s) verify that these expenses are:

- Necessary for, and directly related to, the legal adoption of this child;
  - Not incurred in violation of state or federal law; and
  - Not reimbursed from any other sources of funds.
- a. The adoptive parent(s) agree to submit copies of bills and receipts no later than two years after the adoption is finalized.
- b. The local department shall make payments for non-recurring adoption expenses directly to service providers or reimburse the adoptive parent(s) based on actual costs of services.
- c. The adoptive parent(s) carry ultimate liability for payment of expenses they agree to pay directly.

- 2. Monthly adoption assistance maintenance payment.**

The source of funding for payments is: ☐ State funds or ☐ Title IV-E funds

- a. Basic maintenance payment.** The local department agrees to make payments, as identified in the chart below, directly to the adoptive parents on a monthly basis.

Monthly Amount	From to	Additional Terms

- The local department shall increase the agreed upon basic maintenance payment in this agreement or any addendum in effect on the first day of the month after the child's birthday:
  - When this child reaches a higher age grouping in state foster care guidance to help address the increased costs of caring for an older child; and
  - When statewide increases are approved to help address increased costs of living.

- b. Enhanced maintenance payment.** The local department determined that this child requires additional supervision and support from the adoptive parents using the VEMAT and supporting documentation. The local department agrees to make payments, as identifies in the chart below, directly to the adoptive parents.

Monthly Amount	From to	Additional Terms

- c. Child care maintenance payment.** The local department determined that a child care supplement is needed based on the child and family's circumstances. Child care maintenance payments are negotiated and agreed for up to one year.

Monthly Amount	From to	Additional Terms

This child shall continue to receive the maintenance payment(s) under the terms specified in this agreement, except that such payments may be terminated if one of the following actions occurs:

- The adoptive parent(s) decline the maintenance payment in writing;
- The adoptive parent(s) and the local department agree to a new maintenance amount specified in an executed addendum to this agreement; or
- This agreement is terminated as a result of one or more circumstances set forth in Section K.

**Total maintenance payment amount**

- 3. Special services to meet this child's documented special needs.** The local department agrees to make payments, as identified in the chart below, from state funds to provide necessary services to meet this child's documented special needs. The local department is not responsible for any expenses not documented below.

#### Special Services Payments

Type of Service	Payment made to	Maximum Monthly Payment	Terms
			From To
Additional terms:			
Type of Service	Payment made to	Maximum Monthly Payment	Terms
			From To
Additional terms:			
Type of Service	Payment made to	Maximum Monthly Payment	Terms
			From To
Additional terms:			

- a. The adoptive parent(s) verify:
  - The special service(s) are directly related to child's documented special needs;
  - The special services are not covered by health insurance, Medicaid, family, extended family, public school system, community, government, or any other resources; and
  - The adoptive parent(s) cannot financially afford the special services.
- b. The adoptive parent(s) agree to submit bills or receipts documenting the actual cost of services within 30 days of incurring the expense.
- c. The local department shall pay the service provider directly and/or reimburse the adoptive parent(s). The adoptive parents carry ultimate liability for the payment of expenses for which they agree to pay directly.

**B. Medical Care.** The item checked below applies to this child:

- ☐ The adoptive parent(s) will provide health insurance coverage for this child.
- ☐ Medicaid benefits are available to this child based on this child's eligibility for title IV-E adoption assistance maintenance payments, as provided by the State Plan for title XIX of the Social Security Act and in accordance with procedures of the State where this child resides.
- ☐ Medicaid benefits may be available through the State Plan for title XIX because this child has a special medical or rehabilitative need. This child's Medicaid eligibility is determined in accordance with procedures of the State where this child resides and may change over time due to changes in this child's income.

**C. Moving to Another Jurisdiction in Virginia.** When the adoptive parent(s) and this child move to, or live in, another jurisdiction in Virginia, the local department that executed this agreement continues to be responsible for payments, special services, and terms delineated in this agreement and in any addendums in effect, for the duration of the agreement.

**D. Moving Out of Virginia.**

1. When the adoptive parent(s) and this child move to, or live in, a state other than Virginia, the local department that executed this agreement continues to be responsible for payments, special services, and terms delineated in this agreement for the duration of the agreement.
2. Virginia is a member of the Interstate Compact on Adoption and Medical Assistance and the interests of this child are protected by the Compact. The adoptive parent(s) may apply for title XIX Medical Services, title XXI state child health insurance, and title XX social services in his/her/their new state of residence. These services vary from state to state and are available to this child in accordance with the procedures of the state in which the adoptive parent(s) and this child reside.

**E. Notification of Changes by Adoptive Parent(s).**

1. The adoptive parent(s) agree to immediately notify the local department, in writing, when any of the following circumstances occur:
  - a. Change in address.
  - b. Changes in this child's special needs or in the family circumstances of the adoptive parent(s) that may change the adoption assistance this child receives. For example:
    - This child is receiving Social Security payments.
    - Changes in the amount of additional supervision and support this child requires from the adoptive parent(s).
    - The adoptive parent(s) becomes disabled or is deceased.
    - The adoptive parents divorce.

- c. This child is not capable of participating in school full-time due to a medical condition. The adoptive parent(s) shall submit documentation by a qualified professional and submit quarterly updates on this child's medical condition to the local department.
- d. This child is no longer eligible for adoption assistance:
  - The adoptive parent(s) are no longer legally responsible for this child's care;
  - The adoptive parent(s) are not providing financial support for this child;
  - This child becomes an emancipated minor, marries, dies, or enters military service; or
  - The adoptive parent(s) die (i.e., both parents die when both adoptive parents signed the adoption assistance agreement; or one parent dies when one parent signed the adoption assistance agreement). The adoptive parent(s) will make arrangements for this child, and for the local department to be notified, in the event of his/her/their death.
2. If the adoptive parent(s) receive Supplemental Security Income (SSI) payments for this child, the adoptive parent(s) will inform the Social Security Administration that this child is also receiving adoption assistance payments.

#### **F. Educational Provisions**

1. The adoptive parent(s) are responsible for ensuring this child complies with applicable law regarding compulsory age school attendance.
2. The adoptive parent(s) authorize the local department and the Virginia Department of Social Services (VDSS) to contact this child's school in order to verify this child's enrollment in school and to obtain educational information from the Virginia Department of Education on children who receive adoption assistance funds.
  - This includes obtaining this child's State Testing Identification (STI) number, if needed. Only non-identifying aggregate educational information on children receiving adoption assistance will be reported publicly.
  - The local department shall maintain the STI number as confidential information, as is all confidential child information (§ 63.2-104).

#### **G. Annual Affidavit**

1. The adoptive parent(s) shall submit the Virginia Annual Affidavit for Adoption Assistance to the local department annually, within thirty 30 days of the anniversary date of the effective date for this executed agreement. The annual affidavit shall be signed by at least one of the adoptive parent(s).
  - When there is only a one-time payment on the adoption assistance agreement and no other payment or services will be received, an annual affidavit is not completed annually (e.g. non-recurring expenses only).
  - When there is a \$0 payment and Medicaid, an annual affidavit is submitted to the local department.
2. The local department shall notify the adoptive parent(s) in writing two months before the annual affidavit is due.

#### **H. Suspension of Adoption Assistance Payments**

1. The local department may suspend any adoption assistance payments being provided on behalf of the family in this signed agreement or any addendum in effect, if the adoptive parent(s) fail to submit the signed annual affidavit within 30 days of the anniversary date of the effective date for this signed agreement. Payments may be suspended until the signed affidavit is received by the local department.
2. The local department shall provide written notice to the adoptive parent(s) prior to suspension.

## **I. Termination of Maintenance Payments**

The local department shall only terminate maintenance payments in this agreement or in any addendum in effect, when:

1. The agreed upon time period for the maintenance payment ends and the adoptive parents decline the maintenance payment in writing;
2. The adoptive parent(s) request in writing that the maintenance payment end; or
3. The local department determines that this agreement shall be terminated based on one or more circumstances set forth in Section K on termination.

## **J. Termination of Special Services Payments**

The local department shall terminate state special services payments in this agreement or in any addendum in effect through a written notice to the adoptive parents, when:

1. The agreed upon time period for the special services payments end;
2. The adoptive parent(s) request in writing that the special services payments end;
3. The adoptive parent(s) or qualified professional document in writing to the local department that the special service is no longer directly related to and/or required to meet this child's special need;
4. The adoptive parents do not fulfill the agreed upon terms documented in this agreement, or in any addendum in effect, for state special services payments; or
5. The local department determines that this agreement shall be terminated based on one or more circumstances set forth in Section K on termination.

## **K. Termination of Agreement**

1. This adoption assistance agreement shall only be terminated when the local department determines that any one of the following circumstances occurs:
  - a. This child reaches the age of 18 years, unless the local department, Assistance Negotiator, and adoptive parent(s) determines this child has a condition that warrants continuation of adoption assistance beyond age 18 (i.e., this child has a mental or physical disability, or an educational delay resulting from such disability; and this child requires ongoing treatment and/or intervention).
  - b. This child reaches the age of 21, only when the local department, Assistance Negotiator, and adoptive parent(s) established that this child has a condition that warrants continuation of adoption assistance beyond age 18 years and up to age 21 years.
  - c. The adoptive parent(s):
    - i. Request in writing that the agreement ends.
    - ii. Are no longer legally responsible for this child's care. For example:
      - Parental rights are terminated for one adoptive parent when this agreement is with only that adoptive parent, or for both adoptive parents when this agreement is with both adoptive parents; or
      - This child becomes an emancipated minor, marries, enters military service, or dies.
    - iii. Are not providing any support for this child.
    - iv. Die (i.e., one adoptive parent dies when this agreement is with one parent; or both adoptive parents die when this agreement is with two adoptive parents).
  - d. The adoptive parent(s) and the local department agree in writing to terminate the agreement.
2. The local department shall provide written notice to the adoptive parent(s) prior to termination.

## **L. Changes to the Virginia Adoption Assistance Agreement**

1. Once this agreement is executed, the terms shall not be changed unless the adoptive parent(s) and the local department agree to modify this agreement through negotiations with the Assistance Negotiator.

2. The adoptive parent(s) may request changes to this agreement at any time during the duration of the agreement based on changes in this child's special needs or the family circumstances.
3. Changes may be requested in basic maintenance, enhanced maintenance, and/or special services. Non-recurring expenses are one time only expenses and cannot be reassessed.
4. The adoptive parent(s) shall submit a completed Addendum Request to the Virginia Adoption Assistance Agreement with all required supporting documentation to the local department that executed this agreement.
5. When the local department determines that the agreement should be reassessed, the local department, Assistance Negotiator, and the adoptive parent(s) shall assess and negotiate relevant components of adoption assistance and agree on terms to meet this child's documented special need.
6. The agreed upon terms shall be documented in a signed, dated, and executed Addendum to the Virginia Adoption Assistance Agreement on behalf of this child.

#### **M. Appeals**

1. Any recipient of adoption assistance aggrieved by any decision by the local department in granting, denying, changing, or discontinuing adoption assistance payments and services may appeal the decision within 30 days after receiving written notice of the decision from the local department. Any recipient aggrieved by the failure of the local department to make a decision within a reasonable time may ask for a review of the process (§ 63.2-1304).
2. Appeals shall be processed in accordance with Virginia legal requirements (§ 63.2-1304 and 22 VAC 40-201-160) and procedures established by the Virginia Board of Social Services. Written procedures of the VDSS at the time of the appeal shall be used.
3. Requests for appeals must be submitted in writing to:

Appeals and Fair Hearings Unit  
Virginia Department of Social Services  
5600 Cox Rd  
Glen Allen, VA 23060

#### **N. Discrimination complaint**

If the adoptive parent(s) believe he/she/they have been discriminated against by the local department or the VDSS because of race, color, national origin, sex, age, or disability, the adoptive parent(s) have the right to file a complaint of discrimination with the:

VDSS Civil Rights Program Administrator 5600 Cox Rd Glen Allen, Virginia 23060	and/ or	U.S. Department of Health and Human Services Director, Office of Civil Rights 150 S. Independence Mall West, Suite 372, Public Ledger Building Philadelphia, Pennsylvania 19106-3499
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#### **O. Effect of Agreement**

1. **This Agreement is effective on \_\_\_\_\_** (first day of the following month in which all parties sign the agreement). This agreement shall be signed, dated, and in effect prior to the final order of adoption when title IV-E funds are used. The local department shall only provide payments and services after all parties have signed and dated this agreement and when the agreement is in effect.
2. This Agreement shall remain in effect regardless of the State in which the adoptive parent(s) are residents at any given time.
3. This Agreement, and all executed addendums to this agreement, constitutes the entire agreement between the parties. This agreement supersedes any prior agreement for adoption assistance between the parties signed below. No oral modifications made by any employee or agent of the local department or any party to this agreement will have any effect.

4. **This Agreement continues until the date listed below**, unless a different date is agreed to in an executed addendum, or unless termination occurs as a result of one or more circumstances set forth in Section K on termination:

- ☐ On this child's 18th birthday\_\_\_\_\_ (date child turns age 18); or  
☐ On \_\_\_\_\_ (date when the local department and adoptive parent(s) agree to a date prior to this child's 18<sup>th</sup> birthday).

### Signatures and Dates

In completing and signing this agreement, all parties verify that they have read and understand this agreement. They certify that the information supplied herein is true, accurate, and complete to the best of their knowledge.

All parties agree to the provisions and terms documented in this agreement.

\_\_\_\_\_  
Adoptive Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adoptive Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Local Board Representative (Board designee)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Private Licensed Child Placing Agency Representative, if applicable

\_\_\_\_\_  
Date