SUBSIDIZED ADOPTION AGREEMENT

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES
CHILDREN & FAMILY SERVICES-ADOPTIONS
SFN 1803 (2-2018)

Clear Fields

☐ IV-E Eligible due to PL 110-351
☐ IV-E Eligible ☐ Exception
☐ Non IV-E Eligible ☐ Tribal Payment

PLEASE READ the Agreement Procedures that follow before completing this agreement. Submit, with supporting documentation, to your County Social Service Office.

AGREEMENT INFORMATION:

The following Agreement has been entered into, by and between:

State Agency:			County:		
Address:			Address:		
City:	State:	Zip Code:	City:	State:	Zip Code:
Telephone Number:			Telephone Number:		
			Financial County (if different than above):		

herein called the "agency(ies)" and

Adoptive Parent(s) Full Name(s)			
Address:	City:	State:	Zip Code:
Telephone Number:	E-Mail Address:		

hereafter called the "adoptive parent(s)", for the purpose of facilitating the legal adoption of

Child's Adoptive Name:		
CCWIPS Case Number:	Social Security Number:	Date of Birth:

and to aid the adoptive family in providing proper care for this child. This document is the **ADOPTION SUBSIDY AGREEMENT.** The prospective adoptive parent(s) agree that he/she/they intend to adopt the above-named child and agree to the terms and provisions in this document and have signed this document prior to finalization of the adoption for the purposes of receiving subsidized adoption payment and/or services for the child under Titles XIX and XX.

MEDICAL INSURANCE

Does the family have a private medical insurance policy to which the child will be added? ☐ Yes ☐ No If Yes, Name of Company:			Group:	
Address:	City:		State:	Zip Code:
Effective Date:	Policy Number:		Group Number:	
Type of Coverage (Hospital, Doctor, Dental, Vision, Court Ordered, etc.)	Policy Holder:	Address:		

PROVISIONS OF AGREEMENT:

I. Assistance

A. Nonrecurring Adoption Expenses (list specific items and cost of each, attach verification).

Legal Fees:	Transportation Costs:	Agency Assessment Fees:	Medical Expenses:
Criminal Clearances:	Assessment Tools:	Other (Specify):	Other Fee:
Specifications:			**TOTAL:**

B. Monthly payment (See Agreement Procedural Information). ☐ Yes ☐ No — If yes, Amount:

Specifications:

C. Medical Care (See Agreement Procedural Information).
- ☐ In accordance with the procedures of the state in which the adoptive child resides
- ☐ In accordance with the procedures of the State of North Dakota

D. Social Services Provisions (See Agreement Procedural Information).

E. Subsidy Procedures (See Agreement Procedural Information)**.**

II. NOTIFICATION OF CHANGE (See Agreement Procedural Information)**.**

III. TERMINATION (See Agreement Procedural Information).

IV. APPEAL - Adoptive parent(s) may appeal the agency's decision to reduce, change or terminate adoption assistance in accordance with rules and procedures of the State's fair hearing and appeal process. Information may be requested from your local county social service agency.

This Agreement is binding on the parties of the agreement unless termination occurs as a result of one or more of the conditions set forth in Section III, Termination. This Agreement shall remain in effect regardless of the State of which the adoptive parents are residents at any given time.

Effective Date for Titles XIX and XX:	Adoptive Parent Signature:	Date:
	Adoptive Parent Signature:	Date:
Effective Date of Adoption Assistance Payment:	Authorized County Representative Signature:	Date:
	Authorized State Agency Signature:	Date:
Date signed copy of the Adoption Assistance Agreement given/sent to adoptive parents:		

DISTRIBUTION: Original - NDDHS **Copies** - CCS Eligibility Specialist, Adoptive Parents

AGREEMENT PROCEDURAL INFORMATION

The following information/procedures are provided to assist you in completing the agreement for subsidized adoption which must be used in all subsidized adoption cases. It is important that all the information requested be given in the blanks provided.

PROVISION OF AGREEMENT

I. Assistance

A. Non-recurring Adoption Expenses: (i.e. reasonable and necessary adoption fees, court costs, attorney fees, etc. List specific items and costs of each). Verifications of expenditures must be provided when the agreement is filed with county social services. Total amount may not exceed $2000 per child.

B. Monthly Cash Payment: The amount of monthly cash payment (subsidy) is based on the needs of the child and the circumstances of the adoptive parent(s) and has been determined by mutual agreement between the adoptive parent(s) and the county agency. The amount of the payment does not exceed the foster care payment if he/she were in a foster family home in the State. Adjustments in cash assistance payments may be made with the concurrence of the adoptive parent(s) based upon changes in the needs of the adoptive child or changes in the circumstances of the adoptive family. Written documentation of changes in the child's needs or family's circumstances are required should be submitted with request for adjustment.

C. Medical Care: Medical benefits as provided under Title XIX of the Social Security Act (Medicaid) will be available to the adoptive child. When the child is added to the family health insurance policy the adoptive parent(s) shall notify the county of administrative responsibility of the names and addresses of the insurers. The family or child's insurance is considered the first source of payment for medical needs.

D. Social Services: Social Services as provided under Title XX of the Social Security Act will be available to the adoptive child in accordance with the procedures of the State in which the adoptive child resides.

E. Subsidy Procedures: This Agreement shall remain in effect regardless of the State of which the adoptive parents are residents at any given time. If a family changes residence or resides in another state, Title XX social services, if available, for eligible children, shall become the responsibility of the new state of residence. Children eligible for or receiving Federal IV-E Adoption Assistance benefits shall be eligible to receive Medicaid benefits from their state of residence. Children not eligible for federally subsidized adoption assistance shall continue to receive Medicaid (Title XIX) benefits directly from North Dakota, unless they are residing in a state that reciprocates Medicaid coverage for children on state-funded adoption assistance. Medicaid benefits included in North Dakota's Medicaid Plan but excluded or limited by the resident state's Medicaid Plan shall remain the responsibility of North Dakota, if specified in the subsidy agreement.

If the adoptive parent(s) move out of North Dakota or already reside outside of North Dakota, instructions will be sent on how to make application through the resident state for Medicaid coverage. The instructions will include a statement regarding the adoptive child's eligibility for Medical Assistance in the resident state. Medicaid coverage from North Dakota will continue until coverage is extended by the resident state. Adoptive parents must locate medical providers in their resident state that will accept North Dakota Medicaid.

II. Notification of Change

A. The adoptive parent(s) shalll immediately notify the agency of any payment irregularities/discrepancies from the amount established in this signed agreement.

B. The adoptive parent(s) will immediately notify the county social service agency, in writing, if they are no longer legally responsible for the support of the child or are no longer supporting the child.

C. Adjustments in monthly subsidy may be made, if requested by the adoptive parent(s), at the time of annual renewal of the Agreement or at any time the needs of the child change.

D. Parents will notify the county social service agency of changes of address.

E. The adoptive parent(s) will notify the county social service agency of circumstances which would make them ineligible for payments, or eligible for payments in a different amount (i.e. approval or discontinuance of SSI or SSA).

III. Termination

Termination will occur in any of the following circumstances:

A. This Agreement will terminate upon the conclusion of the terms of this Agreement.

B. This Agreement will terminate upon the adoptive parent(s)' request.

C. Subsidy payments will terminate when the child reaches the age of 18. Subsidized adoption may be provided **at State Option** (see below) until the child is 21 years of age. The family's request to continue subsidy must be made prior to the recipient's 18th birthday.

D. The Agreement will terminate upon the child's death.

E. This Agreement will terminate upon the death of the parent(s) of the child (one in a single parent family and both in a two-parent family).

F. This Agreement will terminate at the cessation of legal responsibility of the adoptive parent(s) for the child.

G. This Agreement will terminate if the agency determines that the child is no longer receiving support from the adoptive parent(s).

H. This Agreement will terminate if the family fails to participate in the renewal process for subsidized adoption.

STATE OPTION

IV-E Subsidy may continue until the child's twenty-first (21) birthday if services are required for a mental and/or physical disability. State subsidy may continue until age 21, if the agency determines the child is a student regularly attending a secondary, post secondary, or vocational school in pursuance of a course of study leading to a diploma, degree, or gainful employment. **Verifications of disability or school attendance are required.**