**STATE OF DELAWARE**

**DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH, AND THEIR FAMILIES**

**DIVISION OF FAMILY SERVICES**

## 2020 Adoption Assistance Initial Agreement

**SPECIAL NEEDS ADOPTION**

This agreement is entered into between the State of Delaware, Department of Services for Children, Youth, and Their Families, Division of Family Services, hereinafter referred to as the “Agency” and

**Payee Name**

**Address**

hereinafter referred to as the “Adoptive Parent(s)” for the purpose of aiding the family to provide proper care for

**Name of Child DOB: Not IV-E Eligible**

This document is the **Initial Agreement**. The prospective adoptive parents intend to adopt the above named child(ren), who may have or has special medical or rehabilitative needs, and have signed this document prior to finalization for the purpose of receiving adoption subsidy payments and/or services for the child under the titles XIX and XX.

### Provisions of Agreement

1. The following monthly cash payments:

B. The amount of payment 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 agency. The amount of the payment **cannot exceed** the foster home rate in the State of Delaware. Adjustments in these payments may be made with the concurrence of the adoptive parent(s) based upon changes in the needs of the child, changes in the circumstances of the adoptive family, or changes in the maximum allowable payment. Documentation of changes in the needs of the child or the family’s circumstances will be required.

1. Medical benefits as provided under Title XIX of the Social Security Act (Medicaid) will be available to child(ren) **in accordance with the procedures *of the state in which the child(ren) reside*.** Medicaid can provide those services available under the State program that are not covered by the family Medical insurance. Medicaid can be the adoptive families’ primary medical insurance for the child. **Delaware families experiencing difficulties regarding coverage and/or difficulties with at the pharmacy or doctor’s**

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**offices are encouraged to contact the DSS Customer Relations Unit with any and all questions regarding Medicaid & Managed Care Organizations. The phone number is 1-866-843-7212. If after-hours, leave a voice mail.**

D. Social Services as provided under Title XX of the Social Security Act will be available to the Child(ren) in accordance with the procedure of the State in which the child(ren) live.

E. When the family is moving to or living in a State other than Delaware, children receiving Adoption Assistance will be referred to their home state for Medicaid. Children residing in Delaware will receive Delaware Medicaid.

**II. Notification of Change**

A. The adoptive parent(s) will immediately notify the agency, in writing, if they are no longer legally responsible for the child; no longer support the child, or child’s location if not residing in the home.

B. **The adoptive parent(s) will notify the agency within thirty (30) days in writing of a change of address, telephone number, SSI, SSA, VA or other benefits including child support are awarded on behalf of the child. \*Social Security award letter must be forwarded to the Adoption Assistance/Subsidy Office.**

C. The agency will notify the adoptive parent(s) in writing of changes in the amount the child may receive in adoption subsidy payments because of the increase or decrease in foster care rates. **\***If child qualifies for Social Security benefits, **subsidy amount will change.**

**III. Renewal Agreement**

A. This agreement is reviewed **annually** by the agency and the adoptive parent(s) will agree to grant the agency access to records as needed.

B. This agency will notify the adoptive parent(s), in writing, the month before the need for renewal and shall supply the adoptive parent(s) with the forms.

C. This agreement will be returned by the adoptive parent(s) by the due date indicated on the annual renewal letter.

1. Failure to return this agreement will result in the suspension or closure of services, if applicable.

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**IV. Termination**

1. This agreement will terminate upon the conclusion of the terms of this agreement or if the child turns 18. In individual cases it will end before the child’s 18th birthday if the child receives their high school diploma or equivalency before they turn 18.
2. Absent emergency circumstances, the adoptive parent must request approval no less than 3 months prior to youth’s 18th birthday through a Board Extension request to the Adoption Assistance/Subsidy Specialist.

C. For youth who will not be able to graduate high school within one year after the school year in which the youth turned eighteen, the adoption assistance case will be closed. When the youth reaches their 18th birthday and withdraws, disrupts or is failing to make educational progress, the Division will discontinue its extended board services.

D. Adoption assistance may be continued at State option if the child **cannot** receive a diploma or equivalency until the child’s 21st birthday, **if** the child has a mental or physical handicap/disability **that meets SSI guidelines**, which warrants continuation. **Documentation from Social Security must be sent to the Division**.

1. This Agreement will terminate upon the adoptive parent(s) request.
2. The Agreement will terminate upon the child’s death.
3. This Agreement will terminate upon the death of the adoptive parent(s) of the child. Funding is non-transferrable.
4. This Agreement will terminate at the cessation of legal responsibility of the adoptive parent(s) of the child.
5. This Agreement will terminate if the agency determines that the child(ren) is no longer receiving support from the adoptive parent(s).

**V. Effect of Agreement**

A. This Agreement shall remain in effect regardless of the State of which the adoptive parent(s) are residents at any given time.

B. This Agreement will remain in effect, subject to the availability of federal funds unless termination occurs as a result of one or more of the conditions set forth in Section IV, Termination.

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1. Any Expenditure incurred prior to the date of termination shall be authorized and paid for in accordance with the terms of this Agreement, even though actual payment occurs subsequent to the termination date.
2. This Agreement constitutes the entire agreement between the parties. Any amendments, additions or deletions must be made in writing and duly signed by the parties in order to be binding.
3. The Division of Family Services reserves the right to recoup misappropriated Adoption Subsidy payments.

**VI. Adoption Tax Credit**

Adoptive parents may be eligible to receive an Adoption Tax Credit for qualifying expenses paid to adopt an eligible child (including a child with special needs). To take the credit or exclusion, complete Form 8839 *Qualified Adoption Expenses (on IRS website),* and attach the form with your IRS Form 1040 or 1040A.

**VII. Appeal**

Adoptive parent(s) may appeal the agency’s decision to reduce, change or terminate adoption subsidy in accordance with the rules and procedures of the State’s fair hearing and appeal process. Information may be requested from the Adoption Specialist.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by the duly authorized parties.

**FOR THE ADOPTIVE PARENTS**:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent Signature Date Parent Signature Date

**FOR THE AGENCY**:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Adoption Assistance Specialist Date

Date copy sent to adoptive parent(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Please return to**:

Division of Family Services

Attn: Adoption Unit

1825 Faulkland Road

Wilmington, DE 19805