

ADOPTION ASSISTANCE AGREEMENT BETWEEN THE DEPARTMENT OF CHILDREN AND FAMILIES AND ADOPTIVE PARENTS REGARDING SUBSIDY PAYMENTS AND SERVICES

| Certification: | Update | Region: | | Effective Date: |
|---|------------------|---------------------------------|----------------|-------------------------------|
| Name of Prospective Parent 1: | | Name of Prospective Parent 2: | | |
| Address of Adoptive Parents: | | | | Telephone: |
| Type and Amount of Subsidy/ Se | ervice Medicaid? | Non-Recurrent Adoption Expenses | Projected Cost | Reason for Medical Assistance |
| Maintenance: IV-E \$ | | Legal Cost | \$ | Medical Care |
| Maintenance: NON IV-E \$ | | Other Non-recurring Expenses | \$ | |
| Maintenance: IV-E | 🗌 Yes | | \$ | Psychiatric Treatment |
| MEDICAID ONLY \$ | | | \$ |] |
| Maintenance: NON IV-E | 🗌 No | | \$ | Surgery |
| MEDICAID ONLY \$ | | | \$ | |
| TANF \$ | | Total Projected Cost: | \$ | Other (specify): |
| | | | | |
| | | | | |
| Medical Assistance \$ | Other Se | rvices Specify: | | 1 |
| Does the adoptive parents(s) and child elect to opt into the Extension of Maintenance Adoption Subsidy Assistance Program? 🗌 Yes 🗌 No 🗌 N/A | | | | |
| Only Applicable to a child who is age 16 or 17 when the initial agreement is signed | | | | |

We (I), the adoptive parents of , a child with special needs in the State of Florida, agree and understand that:

- 1. The department will be responsible for the maintenance adoption subsidy payment, services, and medical assistances agreed to in this document, regardless of our family's state of residence. If our family moves to another state in the USA and a needed service specified in this agreement is not available in the new state, the State of Florida, as the state that entered into the initial agreement with us (me), will remain financially responsible for payment of the service.
- 2. The maintenance adoption subsidy payment indicated above shall be paid to us each month beginning with the date all necessary parties have signed and dated this agreement.
- 3. Adjustments in the amount of the maintenance subsidy will be made only with our concurrence and be based on changes in the needs of the child and/or circumstances of the family.
- 4. Our child will receive Medicaid benefits as provided under Title XIX of the Social Security Act, in accordance with the procedures applicable in Florida.
- 5. If we currently live in, or subsequently move to another state in the USA, and our child is Title IV-E eligible, the other state will be responsible for the provision of Medicaid services. The adoption unit, which placed my child with my family, will assist my family in securing Medicaid benefits in my state of residence. We (I) may contact that unit at (address): Phone #:
- 6. We must use Medicaid service providers when such are available in reasonable proximity to our home.
- 7. We understand that prior to the department approving the use of a non-Medicaid provider; all available resources must be explored (including Medicaid providers, community providers and family insurance).
- 8. We must contact the department for approval of a non-Medicaid provider prior to obtaining a service from a non-Medicaid provider. Failure to do so may result in our being totally responsible for paying for the medical service.
- 9. The medical assistance may be paid directly to us (me) upon our submission of paid receipts or may be paid directly to the service provider. The bill or receipts from the medical provider must be clearly legible and must specify the child's name, service rendered, date of service and cost of service.
- 10. The medical assistance will terminate when the condition for which it was authorized no longer exists or when the child reaches his/her 18^tbirthday, whichever comes first.
- 11. We (I) will be reimbursed for non-recurring adoption expenses which we (I) incurred in connection with the adoption as indicated above.
- 12. Our child will be eligible for social services under Title XX of the Social Security Act in accordance with procedures applicable in Florida.
- 13. We may contact the department's adoption unit in our area for accessing Title XX services for our child.
- 14. The department will notify us (me) in writing when there are statewide changes to the maintenance adoption assistance program. 15. We will immediately notify the department of a change of address.
- 16. We will notify the department immediately of any change in third party benefits and other income to the above named child and understand that this will not affect the amount of the child's subsidy but will be used to determine the appropriate subsidy funding source.
- 17. If the child's subsidy is paid with TANF funding, we (I) will receive a letter annually to assist in determining if TANF can continue as the funding source for the child's subsidy. The source of funding for my child's subsidy does not impact continuance of the subsidy.
- 18. We will notify the department immediately in the event there is any significant change of circumstances, which would relate to our child's continued need for subsidy.
- 19. This agreement will terminate upon the conclusion of its terms; or this agreement will terminate upon request of the adoptive parents.
- 20. Services and payments provided under this agreement will terminate when the child identified above reaches 18 years of age.
- 21. This agreement will terminate upon the death of the adoptive parent(s) of the child; this agreement will terminate upon the child's death.
- 22. This agreement will terminate when it is determined that the child is no longer the legal responsibility of the adoptive parent(s).
- 23. This agreement will terminate when it is determined that the child is no longer receiving support from the adoptive parents.
- 24. This agreement will terminate when the department determines the child was mistakenly determined eligible for benefits.
- 25. After the legalization/finalization of the adoption of the above named child, he/she is fully our responsibility as if he/she was our natural child, except for the need to notify the department of changes discussed in this agreement.

^{26.} This agreement is subject to change in accordance with change(s) in the state or federal laws and regulations regarding payment of CF-FSP 5079, (October 2022) [65C-16.013] Distribution of Copies: Original – Record; Copy – Adoptive Family; Copy – Subsidy File

maintenance adoption subsidy.

 Adoptive parent(s) may appeal the agency's decision to change or terminate adoption assistance in accordance with rules and procedures of the state's fair hearing and appeal process pursuant to Chapter 120, Florida Statutes.

Signature of Prospective Parent 1

Date Signed

Signature of Prospective Parent 2

Date Signed

Signature of DCF Representative

Title

Date Signed