

County Case Number: \_\_\_\_\_

## NORTH CAROLINA ADOPTION ASSISTANCE AGREEMENT

\_\_\_\_\_ COUNTY DEPARTMENT OF SOCIAL SERVICES

This Adoption Assistance Agreement has been entered into by and between the \_\_\_\_\_

County Department of Social Services located at: \_\_\_\_\_

Physical Address

\_\_\_\_\_, North Carolina \_\_\_\_\_ . (\_\_\_\_\_) \_\_\_\_\_  
City Zip Code Telephone Number

hereafter called the "Agency" and

\_\_\_\_\_ residing at:

Full Name of Adoptive Parent(s)

\_\_\_\_\_,  
Mailing Address

\_\_\_\_\_, North Carolina \_\_\_\_\_ . (\_\_\_\_\_) \_\_\_\_\_  
City Zip Code Telephone Number

hereafter called the "Adoptive Parent(s)" for the purpose of facilitating the adoption of

\_\_\_\_\_ born on \_\_\_\_\_, and to aid the adoptive family  
Child's First Name Date of Birth

in providing proper care for this child.

.....  
I / We, the prospective adoptive parent(s) agree(s) that I / we: ☐ intend to adopt ☐ have adopted

\_\_\_\_\_ and have signed this document: ☐ prior to ☐ after finalization of  
Child's First Name

the adoption so that this child can receive Adoption Assistance and other benefits to which s/he is entitled.

## PROVISIONS OF THIS ADOPTION ASSISTANCE AGREEMENT

I / We, the Adoptive Parent(s), and the Agency agree to the provisions of those benefits checked below for

which \_\_\_\_\_ is eligible:

Child's First Name

This child is eligible for:

- ☐ IV-E Benefits
- ☐ IV-B Benefits

**A. FINANCIAL ASSISTANCE**

1. Monthly Cash Payment: ☐ No ☐ Yes If "yes" \$ \_\_\_\_\_  
Monthly Amount

Begin Date for Monthly Cash Payment: \_\_\_\_\_  
Month Year

- ☐ Month following Decree of Adoption;
- ☐ When parent(s) request payment, based on child's needs; or
- ☐ In potential handicap category, when documentation is given to support request for payment.

2. Vendor Payment for any combination of medical and/or therapeutic services

☐ No ☐ Yes      Maximum Amount: \$2,400 per state fiscal year

I / We and the Agency agree that vendor payments in Item 2 above are to be provided **only** for services or treatment related to the pre-existing psychological, emotional, or physical handicapping condition(s) listed below at the reasonable, customary and usual rate in the child's community, if not covered by private health care insurance or Medicaid:

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Vendor payments for the above condition(s) and Medicaid will be available **only** after the adoptive parent(s) medical insurance has paid for or has refused payments of a claim. Each fiscal year a redetermination will be required regarding the child's eligibility for vendor payments in reference to the condition(s) noted above. Additionally, each fiscal year a redetermination is required for each type of service for which vendor payments are requested. Documentation must include the child's diagnosis as it relates to the identified condition(s) above, how the service or treatment relates to the identified conditions above, what the goal of the service or treatment is to accomplish, and how its achievement will be measured. Approval for vendor payments will also consider the qualifications of the person providing documentation and whether there is a conflict of interest involved, including but not limited to the relationship between the service provider and the adoptive family. Vendor payments are also contingent upon available state funding and are not an entitlement.

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If the child is eligible for Title IV-E Adoption Assistance benefits, s/he is also entitled to Medicaid benefits as provided under Title XIX of the Social Security Act and they will be available to her/him in accordance with the procedures of the State in which s/he and the adoptive family live. In addition, if the child is eligible for Title IV-E Adoption Assistance benefits, s/he will be entitled to services in accordance with the provisions of the Title XX program of the State in which s/he and the adoptive family live. An application for Medicaid on behalf of the child needs to be made.

If the child is eligible for Title IV-B benefits, s/he is eligible for Medicaid coverage if s/he has special medical or rehabilitative needs and the child's income and resources are below allowable limits. Financial eligibility may also be determined using the income and resources of the entire family unit if the child's income and resources are above allowable limits.

For the child receiving a monthly cash payment, I / We and the Agency understand and agree that it is based on the needs of the child. The amount of payment does not exceed the amount of foster care payment for \_\_\_\_\_ if s/he were to remain in a foster family home.

Name of Child

Adjustments in monthly cash payments may be made with the concurrence of the Adoptive Parent(s) and the Agency, based on changes in the needs of the child, circumstances of the adoptive family, or changes in the maximum allowable adoption assistance payment. Documentation of changes in the child's needs or family's circumstances may be required.

## **B. POST-ADOPTION SERVICES**

I / We and the Agency agree that post-adoption services will be provided in accordance with the availability of services and resources in the agency and community. I / We understand that post-adoption services is not a continuation of supervision but an agency service given as needed and requested by any of the parties involved in the adoption.

## **C. ADOPTION ASSISTANCE BENEFITS FOR CHILDREN IN OTHER STATES**

1. If the child is eligible for Title IV-E benefits, medical benefits as provided under Title XIX of the Social Security Act (Medicaid) and Social Services as provided under Title XX of the Social Security Act will be available to \_\_\_\_\_ in accordance with the procedures of the

Name of child

State in which the child resides.

2. If the child is eligible for Title IV-B benefits and the family resides in a state that is a member of the Interstate Compact on Adoption and Medical Assistance (ICAMA), s/he may be eligible for Medicaid coverage in accordance with the provisions of the State in which s/he and the adoptive parents live.
3. The following procedures are necessary to assure the child's protection in receipt of medical care (Title XIX) and social services (Title XX) for North Carolina children living in a state in other than North Carolina. These procedures are applicable regardless of whether the child moves prior to or following finalization of the legal adoption process. The Adoptive Parent(s) must provide the Agency with their complete out-of-state mailing address including names of the Adoptive Parent(s) and child.
  - a. The Agency will provide the appropriate authorities in the resident state with the Adoptive Parent(s)' address and documentation of the child's eligibility for Adoption Assistance. **This includes the completion of the necessary forms for the Interstate Compact on Adoption and Medical Assistance (ICAMA).** The Agency will request that the resident state notify the Adoptive Parent(s) of the agency to contact and the steps needed to apply for Medicaid and Title XX services as provided by the State.
  - b. The Adoptive Parent(s) will be responsible for following through with the required application process to assure that medical care and social services will be provided to the child in accordance with the procedures and provisions of the resident state.

#### **D. NOTIFICATION OF CHANGE**

1. The Adoptive Parent(s) will immediately notify the Agency, in writing, of any address change so that receipt of benefits will not be delayed.
2. The Adoptive Parent(s) will immediately notify the Agency, in writing, if they are no longer legally responsible for the care and custody of the child or are no longer providing financial support for the child. This includes, but is not limited to, removal from the home and placement into out of home care due to a substantiated report of child abuse or neglect, child's marriage, death, or entry into military service.
3. The Agency will immediately notify the Adoptive Parent(s), in writing, of changes in Adoption Assistance payments resulting from increases or decreases in allowable benefits. Other adjustments will be made upon a request from the Adoptive Parent(s) at the time of the request.
- 4) The Adoptive Parent(s) will immediately notify the agency, in writing, if the child has attained the age for compulsory school attendance but is not enrolled as a full-time elementary or secondary student in a school, in an authorized independent study program, or is being home school consistent with the law of the State or other jurisdiction, unless such a child has completed secondary school or is incapable of attending school full time due to a medical condition. School enrollment is a requirement of each child receiving a title IV-E payment.

#### **E. TERMINATION OF ADOPTION ASSISTANCE BENEFITS TO THE CHILD**

Adoption Assistance benefits to the child will be terminated in any of the following circumstances upon written notice to the Adoptive Parents(s):

1. Upon the Adoptive Parent(s)' request
2. Upon the child's reaching the age of eighteen years
3. Upon the child's death
4. Upon the death of the adoptive parent(s) of the child (one, in a single parent family and both, in a two-parent family)
5. Upon termination of legal responsibility for the child by the Adoptive Parent(s)
6. Upon determination by the state that the Adoptive Parent(s) are no longer providing any support for the child ("any support" is defined as various forms of financial support such as paying for family therapy, tuition, clothing, maintenance of special equipment in the home, or paying someone else to provide for the child)
7. Upon the marriage of the child
8. Upon the child's enlistment in the military
9. Upon the child becoming an emancipated minor

**F. NOTICE OF RIGHT TO APPEAL**

I / We, the Adoptive Parent(s), may appeal the Agency's decision to reduce, change, or terminate Adoption Assistance benefits in accordance with rules and procedures of North Carolina's fair hearing and appeal process. I / We may be represented by an authorized representative, such as legal counsel, relative, friend, or other spokesperson or may represent myself/ourselves. Information as to procedures to follow in filing an appeal may be requested from this Agency or any North Carolina county department of social services.

**G. DURATION**

This Agreement shall remain in effect regardless of the State of residence of the child and Adoptive Parents(s) at any given time. This Agreement will expire permanently on the child's eighteenth birthday unless termination occurs earlier as a result of one or more of the conditions set forth in Section E, Termination of the Adoption Assistance Agreement.

**H. AMENDMENT**

Upon notification by adoptive parents(s) of a change in the child's documented pre-existing condition(s) an Amendment to the Adoption Assistance Agreement may be made.

**I. DEFERRAL OF ADOPTION ASSISTANCE**

The North Carolina Adoption Assistance program has been discussed with me/us and I / We understand that \_\_\_\_\_ is eligible for benefits. However, I / We decline Adoption Assistance  
Name of Child  
 benefits and services detailed in this Agreement. I / We understand that as a result of my / our declining Adoption Assistance at this time I / We will not be able to request retroactive Adoption Assistance benefits available under the provisions of the Adoption Assistance Agreement at a later date. If Adoption Assistance benefits are requested in the future it will become effective the month after receipt of a written request.

\_\_\_\_\_  
 Signature of Adoptive Parent 1                      Date

\_\_\_\_\_  
 Signature of Adoptive Parent 2                      Date

\_\_\_\_\_  
 Print Full Name of Adoptive Parent 1

\_\_\_\_\_  
 Print Full Name of Adoptive Parent 2

\_\_\_\_\_  
 Social Security Number of Adoptive Parent 1

\_\_\_\_\_  
 Social Security Number of Adoptive Parent 2

\_\_\_\_\_  
 Signature of Agency Director or Designee      Date

\_\_\_\_\_  
 Print Full Name Agency Director or Designee

**J. ADOPTION TAX CREDIT**

Adoptive Parent(s) may qualify for the Adoption Tax Credit if eligible expenses were paid related to the adoption of youth in foster care. Adoptive Parent(s) may contact a tax preparer or the Internal Revenue Service (IRS) at 1-800-829-1040 or via the IRS website at: <http://www.irs.gov/taxtopics/tc607.html>.

**K. ACKNOWLEDGEMENT**

In completing and signing this Agreement, I / We certify that the information provided herein is true, accurate and complete to the best of my knowledge. In addition, I / We are aware that if I make a willfully false statement or representation, or use other fraudulent methods to obtain adoption assistance benefits to which I / We are not entitled, or greater than that, to which I / We are entitled, I / We can be found guilty of a felony or misdemeanor under appropriate state or federal law.

**L. SIGNATURES**

The Adoption Assistance Agreement must be completed and signed by all parties **before the finalization of adoption except in a situation where an Adoption Assistance Appeal has determined that Adoption Assistance was wrongfully denied.**

I / We, the Adoptive Parent(s), and the Agency, have read, understand, and agree to the terms and provisions of this Agreement

\_\_\_\_\_  
Signature of Adoptive Parent 1                      Date

\_\_\_\_\_  
Signature of Adoptive Parent 2                      Date

\_\_\_\_\_  
Print Full Name of Adoptive Parent 1

\_\_\_\_\_  
Print Full Name of Adoptive Parent 2

\_\_\_\_\_  
Social Security Number of Adoptive Parent 1

\_\_\_\_\_  
Social Security Number of Adoptive Parent 2

\_\_\_\_\_  
Signature of Agency Director or Designee      Date

\_\_\_\_\_  
Print Full Name Agency Director or Designee

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A signed copy of the Adoption Assistance Agreement was given/mailed to the adoptive Parent(s) on:

\_\_\_\_\_  
Date