|  |  |  |  |
| --- | --- | --- | --- |
|  | MISSOURI DEPARTMENT OF SOCIAL SERVICES  CHILDREN’S DIVISION  **ADOPTION SUBSIDY AGREEMENT** | Managing County |  |
| Residence County |  |
| Vendor Number |  |

|  |  |
| --- | --- |
|  | **STATE OFFICE USE ONLY** |
| Contract Number |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **The Missouri Department of Social Services, Children’s Division, State of Missouri (hereinafter “Division”) and** | | | | | | | | | | | | | | | | |
| Adoptive Parent(s) Name | | | | | | | | | | | | | | | | |
| **(hereinafter “adoptive parent(s)”), enter into this Agreement for the Division to assist with the adoption of** | | | | | | | | | | | | | | | | |
| Child’s Name | | | | | DOB | | | | | | | DCN | | | | |
| (hereinafter the “child”), who is certified by the Division as having special needs as defined in Section RSMo 453.065, is legally available for adoption, is eligible for the MO HealthNet Plan, and is eligible to have certain expenses met through the Title IV-E Adoption Assistance Program of the Social Security Act and/or appropriations authorized by the Missouri General Assembly for the Missouri Adoption Subsidy Program. | | | | | | | | | | | | | | | | |
| **This Agreement shall become effective beginning** | | | |  | | | | | | **and shall continue in force through the last day** | | | | | | |
| **of the month of the child’s 18th birthday, unless otherwise specified in this Agreement.** | | | | | | | | | | | | | | | | |
| **SERVICES** | | | | | | | | | | | | | | | | |
| **Service Description** | **Code** | **Payment Frequency**  **Yearly=Y Monthly=M**  **One Time Only=O** | | | | **Maximum Amount** | | | **Approval Time Period** | | | | **Inactive Date** | **Adoptive Parent(s) Initials for Inactive Services**  **Parent 1 Parent 2** | | |
| **Begin Date** | | **End Date** | |
| **MO HEALTHNET**  (Adoptive parent(s) will utilize their private insurance, if available, prior to accessing MO HealthNet.) |  |  | | | |  | | |  | |  | |  |  | |  |
| **MAINTENANCE** |  |  | | | | Base Rate | | |  | |  | |  |  | |  |
| **CHILDCARE** |  |  | | | | State Contracted Rate | | |  | |  | |  |  | |  |
| **LEGAL** |  |  | | | |  | | |  | |  | |  |  | |  |
|  |  |  | | | |  | | |  | |  | |  |  | |  |
|  |  |  | | | |  | | |  | |  | |  |  | |  |
|  |  |  | | | |  | | |  | |  | |  |  | |  |
| **EXPLANATION OF SERVICES OR REASON FOR PARENTAL REQUEST TO INACTIVATE A SERVICE:** | | | | | | | | | | | | | | | | |
| **The package of services is based on the needs of the child at the time of the negotiation of the Agreement, and the parties shall notify each other of any change regarding the needs of the child within 10 days.** | | | | | | | | | | | | | | | | |
| **ADOPTIVE PARENT(S) CERTIFICATION** | | | | | | | | | | | | | | | | |
| **I (We), the undersigned, certify that I (we) have reviewed the statements and terms and conditions of this Agreement.** | | | | | | | | | | | | | | | | |
| ADOPTIVE PARENT SIGNATURE | | | DATE | | | | ADOPTIVE PARENT SIGNATURE | | | | | | | | DATE | |
| ADOPTIVE PARENT(S) ADDRESS | | | | | | | COUNTY OFFICE ADDRESS FOR NOTIFICATION | | | | | | | | | |
| **DIVISION APPROVAL** | | | | | | | | | | | | | | | | |
| DIRECTOR OF MISSOURI CHILDREN’S DIVISION | | | | | | | | DATE: | | | | | | | | |

Page 1 of 4

ADOPTION SUBSIDY AGREEMENT (CONT’D)

**Part I. Responsibilities of the Division**

1. As long as the adoptive parent(s) and the child meet the eligibility requirements for subsidy and/or services, as applicable under Missouri statutes and/or federal law, the Division agrees to assist the adoptive parent(s) with the following expenses related to the care of the child as specified in this Agreement and set out below.
   1. Maintenance, which includes room and board, clothing, and incidental personal expenses, and childcare at agency contracted rates, which shall be paid monthly in accordance with the rates determined by the amount of funds appropriated by the Missouri Legislature, unless otherwise specified in this Agreement, as well as medical coverage through MO HealthNet.
   2. Expenses for special services, if any, not to exceed the amounts specified in policy or regulation and approved in this Agreement for which payments shall be made monthly or as otherwise specified in this Agreement.
   3. Nonrecurring legal expenses directly related to the child’s adoption not to exceed an amount determined by the Division policy and any duly promulgated state regulations, as set forth in this Agreement.
   4. Other nonrecurring expenses for services, which shall be paid on a one-time-only basis, with such payment not to exceed the amount specified in this Agreement, such as, but not limited to, pre-placement expenses, and private agency fees.
   5. Expenses for services provided to the child, which may include medically necessary care not covered by MO HealthNet, provided that prior approval has been given by signature of the Division Director, by amendment to the contract, and provided that payment shall not exceed the amount specified in this Agreement.
2. Payments authorized or specified in this Agreement will be made under the following conditions:
   1. Payment shall be made directly to service providers with whom the Division has a contract and in the amount specified for the service in the contract;
   2. Adoptive parent(s) shall be reimbursed for payments made to a service provider with whom the Division cannot establish a contract where that service has been included in this Agreement and provided that prior written approval has been given for use of that provider and the adoptive family submits paid receipts or invoices within six (6) months of the services being provided.
   3. Nonrecurring expenses, as defined by law, directly related to the **successful** adoption shall be paid to the adoptive parent(s) as approved in the Agreement and provided that the adoptive family submits paid receipts or invoices within six (6) months of the services being provided. Under this paragraph, the Division will only pay nonrecurring expenses as follows:
      1. If the adoptive parent(s) are unable to pay the initial fees and costs required for the filing of the adoption petition, service of process, and other directly related court required fees, upon a written request, setting forth the fees, the Division will consider authorizing these costs for payment directly to the court at the time of the filing of the adoption petition. At its option, the Division may consider reimbursement of certain legal costs incurred in unsuccessful adoptions.
      2. Attorney fees will be paid at the rates set out in the service section of this Agreement.
      3. Other legal expenses of litigation, Guardian ad litem fees as ordered by the court, filing and publication fees directly related to the child’s adoption will be paid at an amount not to exceed the amount determined by the Division’s policy and any duly promulgated state regulations as set forth in the service section of this Agreement as well as Guardian ad litem fees as ordered by the court.
      4. Prior approval, by amendment of the contract, is required for payment of any excess legal expenses over the amount set forth in the original service section of this contract.
      5. Transportation, food, and lodging costs for the adoptive parent(s) and the child, when necessary, to complete the child’s placement and adoption, will be paid at amounts not to exceed the agency maximums.
   4. Prior approval, by amendment to the contract, is required for payment of any medically necessary service not covered by MO HealthNet. Written documentation by a qualified provider (e.g., physician, dentist, psychologist, etc.) shall be submitted to the Division to obtain prior approval.
   5. Payment as specified in this Agreement, shall not exceed those which would have been paid had the child been placed with and had remained in the custody of the Division in foster care as defined in RSMo 453.073.
   6. Services included in this agreement will expire at the specified end date for the approval time period. No payment shall be made for maintenance or services which were provided or incurred after the end date in this Agreement.
3. The Division agrees to provide the necessary approval for participation in MO HealthNet so that payments may be obtained according to the terms and conditions of that plan.
4. The Division agrees to apply the provision of the Interstate Compact on Adoption and Medical Assistance (ICAMA) as authorized in Sections RSMo 453.500 and RSMo 453.503, in those instances when the adoptive parent(s) have moved to another state, or the child has been placed in another state, which is a compact member.
5. The Division will not pay for services that are a duplication of services provided by another agency.

**Part II. Responsibilities of the Adoptive Parent(s):**

1. The adoptive parent(s) agree to provide a permanent, adoptive home for the child and to exercise their parental rights and perform their duties and responsibilities as parents in the manner provided by law.
2. The adoptive parent(s) agree to secure services for which the Division has agreed to make payment.

|  |  |
| --- | --- |
| **ADOPTIVE PARENT(S) CERTIFICATION OF PART I Responsibilities of the Division** | |
| I (We), the undersigned, certify that I (we) have reviewed the statements and terms and conditions of this Agreement. | |
| ADOPTIVE PARENT SIGNATURE | DATE |
| ADOPTIVE PARENT SIGNATURE | DATE |

Page 2 of 4

ADOPTION SUBSIDY AGREEMENT (CONT’D)

1. The adoptive parent(s) agree to use MO HealthNet or their state’s MO HealthNet contracted provider if the child in their care has been designated as eligible for MO HealthNet, unless prior approval has been given by the Division to use a non-MO HealthNet contracted provider.
2. The adoptive parent(s) understand the Division will not pay for costs above those paid through MO HealthNet for MO HealthNet covered services. If the parent(s) obtain services for the child through a non-network provider or non-MO HealthNet fee for service provider, the cost will not be reimbursed through the adoption assistance program (unless prior approval has been specified on Page 1 of this Agreement). This includes mental, physical, and dental health services and equipment. The adoptive parent(s) will not be reimbursed for costs above those paid through MO HealthNet for MO HealthNet covered services.
3. The adoptive parent(s) agree to request prior approval from the Division for the payment of other health care or special services, regardless of whether partial reimbursement is available through private insurance or other funds.
4. The adoptive parent(s) agree to pay or otherwise be responsible for paying all medical care, dental care, or other services for which prior approval has not been received or which are not covered under the MO HealthNet Plan. In the case of emergency medical care, dental care, or other services where it was impossible or impracticable for the adoptive parent(s) to obtain prior approval before the delivery of the services, the adoptive parent(s) must make a special claim for payment of these costs and show why prior approval could not be obtained under the circumstances. If the adoptive parent(s) make a satisfactory showing, the Division may consider making payment for all or a portion of these costs.
5. The adoptive parent(s) agree to provide invoices or “paid receipts” for any previously approved services to the Division for any expenses incurred, within six (6) months of the service being provided, as approved in this Agreement. Failure to provide receipts within six (6) months will result in no payment being made. Invoices for legal fees incurred must be itemized.
6. The adoptive parent(s) understand and agree that the Division cannot make payment directly to service providers with whom it does not have a contract for such services. When this Agreement authorizes the adoptive parent(s) to contract directly with a service provider on behalf of the child, any payment authorized under this Agreement will be made directly to the adoptive parent(s). The adoptive parent(s) have the legal responsibility and duty to make full payment to the service provider and shall pay, indemnify, and hold the Children's Division and the State of Missouri harmless from any obligation to pay the provider directly for such service(s). The adoptive parent(s) understand and agree that if they are unable to find or contract with a service provider within the amounts authorized in this Agreement, they are encouraged to contact the Division and discuss renegotiation of the amounts previously authorized for the services.
7. In the case of childcare authorized by this Agreement, the Division can only pay licensed contracted or registered providers per RSMo 210.025 and RSMo 210.027.
8. The adoptive parent(s) agree to immediately notify the Division in writing at the address specified in this Agreement of a change of address to ensure the timely and proper mailing of payments and notification regarding the Agreement.
9. The adoptive parent(s) agree to notify the Division in writing at the address specified in the Agreement within ten (10) days of any change which may affect the duration of the Agreement and if any of the following events affecting the child’s status occur:
   1. Divorce or marriage of the adoptive parent(s);
   2. Separation, whether or not there is an order of legal separation, of the adoptive parent(s);
   3. Absence of the children from the home as a result of court action for any length of time, or for any other reason for a period of more than thirty (30) days;
   4. Death of the child or adoptive parent;
   5. Legal emancipation of the child through marriage or enlistment in military service;
   6. Termination of parental rights occurs;
   7. Child moves out of the home.
10. The adoptive parent(s) understand and agree that their failure to provide information that they are required to provide under this Agreement or their failure to provide information of any change in the circumstances of the adoptive parent(s) or the child as required by this Agreement or otherwise required by law may result in a delay in the receipt for payments or services, an action by the Division to recoup any overpayments, modification or termination of this Agreement if authorized by law.
11. The adoptive parent(s) agree that the Division will not pay for services through this Agreement which the adoptive parent(s) and/or the child are eligible to receive through other sources which are available to the child at no cost to the child and/or the adoptive parent(s). The adoptive parent(s) agree to apply for and participate in all such programs and services as may be reasonably necessary to meet the needs of the child. Examples of these programs include, but are not limited to, Veteran's Assistance, Social Security Disability Income, Supplemental Security Income (SSI), vocational rehabilitation services, or special educational services through a local school or school district.
12. The adoptive parent(s) agree to participate and cooperate in the review of this Agreement and to provide the Division any information regarding the circumstances of the adoptive parent(s) and the needs of the child which would assist the Division in determining the appropriate level of payment and needed services for the child for which payment shall be made. Information requested by the Division must be provided within thirty (30) days of the request being made.

|  |  |
| --- | --- |
| **ADOPTIVE PARENT(S) CERTIFICATION OF PART II Responsibilities of Adoptive Parent(s)** | |
| I (We), the undersigned, certify that I (we) have reviewed the statements and terms and conditions of this Agreement. | |
| ADOPTIVE PARENT SIGNATURE | DATE |
| ADOPTIVE PARENT SIGNATURE | DATE |

Page 3 of 4

ADOPTION SUBSIDY AGREEMENT (CONT’D)

1. The adoptive parent(s) understand and agree that the Division, in agreeing to meet certain expenses for the care of the child, has taken into consideration the needs of the child and the circumstance of the adoptive parent(s) based upon information provided by the adoptive parent(s) and available to the Division at the time of the execution of this Agreement. Further, the adoptive parent(s) understand that the payments made under this Agreement are intended to and shall be used exclusively to benefit the child covered by this Agreement.
2. The adoptive parent(s) agree to pay, indemnify and hold the Division harmless for any losses, costs, or liability attributable to the adoptive parent(s) negligent or intentional acts and/or omissions.
3. The adoptive parent(s) understand and agree that the Division's obligation to pay for a service specified in this Agreement will end on the expiration date of the approval time period as set out in this Agreement. If the service needs to be modified, continued, or a new service needs to be added, the adoptive parent(s) agree to contact the Division to initiate the amendment process. No payment shall be made for services provided after the end date specified in this Agreement.
4. Immediately upon award of the contract, the contractor should submit or should have already submitted a properly completed Application for Provider Direct Deposit (see attached application form) to the state agency to acquire and maintain an active direct deposit account, since the state agency intends to make contract payments through direct deposit.

**Part III. Term of Agreement:**

1. The term of this Agreement shall begin on the date as indicated on Page 1 of the Agreement provided that 1) the child’s permanency goal is adoption and the family in this Agreement has been identified as the adoptive resource; 2) termination of parental rights has been granted on at least two parents or the parents are deceased; 3) an adoption petition has been filed; and 4) this Agreement has been signed by the Division Director and entered into the contract management system and shall terminate on the last day of the month of the child’s 18th birthday or as provided in Part IV of this Agreement or as otherwise specified in the Agreement.
2. The adoptive parent(s) and the Division understand and agree that this Agreement shall not be binding upon the Division unless and until adequate appropriations have been made by the Missouri Legislature and, if applicable, funds have been received from the United States Government, if any, and/or other special service, if any under this Agreement, for the fiscal period embracing the initial period or renewal period or any renewal or renegotiation of this Agreement.
3. If this Agreement is terminated for reasons stated in Part IV of this Agreement and the adoptive parent(s) receive any payment from the Division thereafter for that child, such payment received after termination of this Agreement shall be immediately due and payable to the Division, since the adoptive parent(s) are not entitled to such payment after termination of this Agreement.

**Part IV. Termination of Agreement:**

1. The Division's obligation to make maintenance payments or pay for any other services set out in this Agreement shall continue until:
   1. The last day of the month of the child’s 18th birthday; or,
   2. The parent(s) rights to the child have been terminated; or,
   3. The parent(s) are no longer financially responsible for the child; or,
   4. The child is no longer in the legal custody of the parent(s) (i.e., legally emancipated, married, or enlistment in the

military); or,

* 1. Death of the child or both adoptive parents.

1. If a final judgment of adoption is not entered, the contract shall terminate and no further payments shall be made.
2. If services are still needed because of a documented **physical, dental, or mental condition that requires care after the age of 18,** this Agreement will terminate and an 18+ adoption subsidy agreement may be negotiated. The negotiation of this Agreement should be initiated during the youth’s 17th year.

**Part V. Appeal of Agency Decision and Right to Fair Hearing:**

1. In the event that the agency and the adoptive parent(s) are unable to agree upon the terms of this Agreement or any service proposed and the Division issues a written decision via a CD-87 denying the services that the adoptive parent(s) feel adversely affects the child, they are entitled to a review. The review procedure shall be initiated upon a written request from the adoptive parent(s) to the local Children’s Division within ten (10) days of receipt of the written notice of the denial from the Division. The adoptive parent(s) may request a review under the Division’s current and applicable review procedure and policies.

|  |  |
| --- | --- |
| **ADOPTIVE PARENT(S) CERTIFICATION OF PART III, IV, TERMS, TERMINATION OF THE AGREEMENT, AND APPEAL** | |
| I (We), the undersigned, certify that I (we) have reviewed the statements and terms and conditions of this Agreement | |
| ADOPTIVE PARENT SIGNATURE | DATE |
| ADOPTIVE PARENT SIGNATURE | DATE |

Page 4 of 4

If you are a Veteran in the state of Missouri and are interested in learning more about benefits and resources available to you and your dependents, visit [https://mvc.dps.mo.gov/MoVeteransInformation/Survey/DSS](https://urldefense.com/v3/__https:/links-1.govdelivery.com/CL0/https:*2F*2Fmvc.dps.mo.gov*2FMoVeteransInformation*2FSurvey*2FDSS/1/01000193218a8018-1a07e868-50ab-4e79-af10-6fd7d4919b30-000000/C5N-u0tEMIeevMsFZ7XYDKUBAIwZhwpGcfwwcZQzvT0=379__;JSUlJSU!!EErPFA7f--AJOw!EVYoJyyBiL11k2RAD9loK9jZZSZV00IJoB1p0RIdnnQbeD0JwXEIUds1lw3bmgVClvNf0M_-AE3HZogM-B0sTZeXTKdl7aerbavKgiSA4WM$).

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **AMENDMENT TO INITIAL SUBSIDY** | | | | | | | | | | | | | |
| **Child’s Adopted Name** | | | | | **Adopted DCN** | | | | **Contract Number** | | | | |
| **Service Description** | **Code** | **Payment Frequency**  **Yearly=Y**  **Monthly=M**  **One Time Only=O** | | **Maximum Amount** | | **Approval Time Period**  **Begin Date End Date** | | | | **Inactive Date** | **Adoptive Parent(s) Initials for Inactive Services**  **Parent 1 Parent 2** | | |
|  |  |  | |  | |  | |  | |  |  | |  |
|  |  |  | |  | |  | |  | |  |  | |  |
|  |  |  | |  | |  | |  | |  |  | |  |
|  |  |  | |  | |  | |  | |  |  | |  |
|  |  |  | |  | |  | |  | |  |  | |  |
| **EXPLANATION OF SERVICE ADDED OR REASON FOR PARENTAL REQUEST TO INACTIVATE A SERVICE:** | | | | | | | | | | | | | |
| **The package of services is based on the needs of the child at the time of the negotiation of this amendment, and the parties shall notify each other of any change regarding the needs of the child within 10 days.** | | | | | | | | | | | | | |
| **ADOPTIVE PARENT(S) CERTIFICATION** | | | | | | | | | | | | | |
| I (We), the undersigned, certify that I (we) have reviewed the statements and terms and conditions of this Agreement. | | | | | | | | | | | | | |
| ADOPTIVE PARENT SIGNATURE | | | DATE | | ADOPTIVE PARENT SIGNATURE | | | | | | | DATE | |
| ADOPTIVE PARENT(S) ADDRESS | | | | | COUNTY OFFICE ADDRESS FOR NOTIFICATION | | | | | | | | |
| **DIVISION APPROVAL** | | | | | | | | | | | | | |
| DIRECTOR OF MISSOURI CHILDREN’S DIVISION | | | | | | | DATE | | | | | | |

If you are a Veteran in the state of Missouri and are interested in learning more about benefits and resources available to you and your dependents, visit [https://mvc.dps.mo.gov/MoVeteransInformation/Survey/DSS](https://urldefense.com/v3/__https:/links-1.govdelivery.com/CL0/https:*2F*2Fmvc.dps.mo.gov*2FMoVeteransInformation*2FSurvey*2FDSS/1/01000193218a8018-1a07e868-50ab-4e79-af10-6fd7d4919b30-000000/C5N-u0tEMIeevMsFZ7XYDKUBAIwZhwpGcfwwcZQzvT0=379__;JSUlJSU!!EErPFA7f--AJOw!EVYoJyyBiL11k2RAD9loK9jZZSZV00IJoB1p0RIdnnQbeD0JwXEIUds1lw3bmgVClvNf0M_-AE3HZogM-B0sTZeXTKdl7aerbavKgiSA4WM$).