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|  | MISSOURI DEPARTMENT OF SOCIAL SERVICES CHILDREN’S DIVISION**18+ Adoption Subsidy Agreement /1 year agreement**  | Managing County |       |
| Residence County |       |
| Vendor Number |       |

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|  | **STATE OFFICE USE ONLY** |
| Contract Number      |
|  **The Missouri Department of Social Services, Children’s Division, State of Missouri (hereinafter “Department”) and** |
| Parent(s) Name      |
| **(hereinafter “adoptive parent(s)”), enter into this Agreement for the Department to assist with the adoption of**  |
| Youth’s Name      | DOB      | DCN      |
| (hereinafter the “youth”), who is certified by the Department as having special needs as defined in Section 453.065 RSMo **has been covered by a subsidy agreement until the age of 18 and is now in need of continued services because of a documented physical, dental or mental condition that requires care after the age of 18** **and continues to be** eligible for the MO HealthNet Plan and is eligible to have certain expenses met through 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** |
|  | **, not to exceed 12 months.** |  |
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| **SERVICES** |
| **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** |
| **MO HEALTHNET**(Adoptive parent(s) will utilize their private insurance, if available, prior to accessing MO HealthNet)  |       |   |       |       |       |       |       |       |
| **MAINTENANCE** |       |   |       |       |       |       |       |       |
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| **EXPLANATION OF SERVICE ADDED OR REASON FOR PARENTAL REQUEST TO INACTIVATE A SERVICE:**  |
| **The package of services is based on the needs of the youth at the time of the negotiation of the Agreement, and the parties shall notify each other of any change regarding the needs of the youth 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:      |
| **DEPARTMENT APPROVAL** |
| AUTHORIZED SIGNATURE OF THE DEPARTMENT OF SOCIAL SERVICES | DATE      |

Page 1 of 4

ADOPTION SUBSIDY 18+/1 YEAR AGREEMENT (CONT’D)

**Part I. Responsibilities of the Department**

1. As long as the adoptive parent(s) and the youth meet the eligibility requirements for subsidy and/or services, as applicable under Missouri statutes. The Department agrees to assist the adoptive parent(s) with the following expenses related to the care of the youth as specified in this Agreement and as set out below.

* 1. Maintenance, which includes room and board, clothing, and incidental personal expenses, which shall be paid monthly in accordance with the rates set forth in Department policy, 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. Expenses for services provided to the youth, which may include medically necessary care not covered by MO HealthNet, provided that prior approval has been given through authorized signature of the Department by amendment to the contract, and provided that payment shall not exceed the amount specified in this Agreement.
1. 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 Department 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 Department 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. 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 Department to obtain prior approval.
	4. Payment as specified in this Agreement shall not exceed those which would have been paid had the youth been placed with and had remained in the custody of the Department in foster care as defined in RSMo 453.073.
	5. 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.
	6. The agreement shall remain in effect without regard to the residency state of the Adoptive Family.

1. The Department agrees to provide the necessary approval for participation in MO HealthNet so that payment can be obtained according to the terms and conditions of that plan.
2. The Department agrees to provide referrals and be a representative to other agencies for transitioning of the youth to adult services necessary to insure the needs of the youth are being met at the time of the subsidy termination.

1. The Department agrees to apply the provision of the Interstate Compact on Adoption and Medical Assistance (ICAMA) as authorized in Sections 453.500-453.503, RSMo in those instances when the adoptive parent(s) have moved to another state, or the youth has been placed in another state which is a compact member.
2. The Department will initiate an evaluation of the youth’s continued need for an adoption subsidy agreement three (3) months prior

to the expiration of this Agreement.

G. The Department 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 youth and to carry out their parental rights, responsibilities, and privileges of same as granted in Chapter 453, RSMo.
2. The adoptive parent(s) agree to secure services for which the Department has agreed to make payment.
3. The adoptive parent(s) agree to use MO HealthNet or their state’s MO HealthNet contracted provider if the youth in their care has been designated as eligible for MO HealthNet, unless prior approval has been given by the Department to use a non-MO HealthNet contracted provider.
4. The adoptive parent(s) agree to access services through all other appropriate agencies to insure the needs of the youth are

being met when the subsidy agreement terminates.

1. The adoptive parent(s) understand the Department will not pay for costs above those paid through MO HealthNet for MO HealthNet covered services. If any services are obtained 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.

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| **ADOPTIVE PARENT(S) CERTIFICATION OF PART I Responsibilities of the Department** |
| 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 18+/1 YEAR AGREEMENT (CONT’D)

1. The adoptive parent(s) agree to request prior approval from the Department for the payment of other health care or special services, regardless of whether partial reimbursement is available through private insurance or other funds.
2. 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 Department may consider making payment for all or a portion of these costs.
3. The adoptive parent(s) agree to provide invoices or “paid receipts” for any previously approved services to the Department 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.
4. The adoptive parent(s) understand and agree that the Department 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 youth, 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 Department 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 Department and discuss renegotiation of the amounts previously authorized for the services.

1. The adoptive parent(s) agree to immediately notify the Department at the address specified in this Agreement in writing of a change of address to ensure the timely and proper mailing of payments and notification regarding the Agreement.
2. The adoptive parent(s) agree to notify the Department 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 youth’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 youth 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 youth or adoptive parent;
	5. Legal emancipation of the youth by marriage or enlistment in military service;
	6. Termination of parental rights occurs;
	7. Youth moves out of the home.
3. 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 youth 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 Department to recoup any overpayments, modification or termination of this Agreement if authorized by law.
4. The adoptive parent(s) agree that the Department will not pay for services through this Agreement which the adoptive parent(s) and/or the youth are eligible to receive through other sources which are available to the youth at no cost to the youth 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 youth. 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.
5. The adoptive parent(s) agree to pay, indemnify, and hold the Department harmless for any losses, costs, or liability attributable to the adoptive parent(s) negligent or intentional acts and/or omissions.
6. The adoptive parent(s) agree to apply for, participate in, and use support services or assistance programs available to the youth and for which the youth may be eligible. Some examples of programs may include services from DMH, Adult MO HealthNet, Health and Senior Services, Rehabilitation Services for the Blind, vocational rehabilitation services. The Department will not pay for services that are a duplication of services provided by another agency.
7. The adoptive parent(s) agree to participate and cooperate in the review of this Agreement, and to provide the Department with any information regarding the adoptive parent(s) circumstances and those of the youth which would assist the Department in determining the appropriate level of payment and needed services for the youth for which payment shall be made. Information requested by the Department must be provided within thirty (30) days of the request being made.
8. The adoptive parent(s) understand and agree that the Department, in agreeing to meet certain expenses for the care of the youth, has taken into consideration the needs of the specified youth and the circumstance of the adoptive parent(s). Further, the adoptive parent(s) understand that the payments made are exclusively to benefit the youth covered by this Agreement.

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| **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 SUBSIDY18+/1 YEAR AGREEMENT (CONT’D)

1. The adoptive parent(s) understand and agree that the Department'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 Department to initiate the amendment process. No payment shall be made for services provided after the end date specified in this Agreement.
2. The adoptive parent(s) agree to pay, indemnify, and hold the Department harmless for any losses, costs, or liability attributable to the adoptive parent(s) negligent or intentional acts and/or omissions.

**Part III. Term of Agreement:**

1. The term of this Agreement shall begin on the date as indicated on Page 1 of the Agreement and shall terminate on the date indicated or as provided in Part IV of this Agreement.
2. The adoptive parent(s) and the Department understand and agree that this Agreement shall not be binding upon the Department unless and until adequate appropriations have been made by the Missouri Legislature fiscal period embracing the initial period or any renegotiation by amendment 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 payments from the Department thereafter for that youth, such payment received after termination of this Agreement shall be immediately due and payable to the Department, since the adoptive parent(s) are not entitled to such payment after termination of this Agreement.

**Part IV. Termination of Agreement:**

1. Subsidy payments and service payments if applicable as agreed upon in this Agreement shall continue until:
	1. The last day of the Agreement; or,
	2. The parent(s) are no longer financially responsible for the youth; or,
	3. The youth is no longer in the legal custody of the parent(s) (i.e., legally emancipated, married, or enlists in the

military); or,

* 1. Death of the youth or both adoptive parent(s).
1. If services are still needed at the end of this one year agreement, because of **a documented physical, dental or mental condition that requires care after the age of 18**, a second 18+/1-year Agreement may be negotiated. The negotiation of this Agreement should be initiated three (3) months prior to expiration of this Agreement.

**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 Department 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 Department’s local office within ten (10) days of receipt of the written notice of the denial from the Department. The adoptive parent(s) may request a review under the Department’s current applicable review procedure and policies.

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| **ADOPTIVE PARENT(S) CERTIFICATION OF PART III, IV, AND 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%3A/links-1.govdelivery.com/CL0/https%3A%2A2F%2A2Fmvc.dps.mo.gov%2A2FMoVeteransInformation%2A2FSurvey%2A2FDSS/1/01000193218a8018-1a07e868-50ab-4e79-af10-6fd7d4919b30-000000/C5N-u0tEMIeevMsFZ7XYDKUBAIwZhwpGcfwwcZQzvT0%3D379__;JSUlJSU!!EErPFA7f--AJOw!EVYoJyyBiL11k2RAD9loK9jZZSZV00IJoB1p0RIdnnQbeD0JwXEIUds1lw3bmgVClvNf0M_-AE3HZogM-B0sTZeXTKdl7aerbavKgiSA4WM$).

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| **AMENDMENT TO 18+/1 YEAR SUBSIDY AGREEMENT**  |
| **Youth’s Name** | **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** |
|       |       |   |       |       |       |       |       |       |
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| **EXPLANATION OF SERVICE ADDED OR REASON FOR PARENTAL REQUEST TO INACTIVATE A SERVICE:**        |
| **The package of services is based on the needs of the youth at the time of the negotiation of this amendment, and the parties shall notify each other of any change regarding the needs of the youth 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      |
| **DEPARTMENT APPROVAL** |
| AUTHORIZED SIGNATURE OF THE DEPARTMENT OF SOCIAL SERVICES | 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%3A/links-1.govdelivery.com/CL0/https%3A%2A2F%2A2Fmvc.dps.mo.gov%2A2FMoVeteransInformation%2A2FSurvey%2A2FDSS/1/01000193218a8018-1a07e868-50ab-4e79-af10-6fd7d4919b30-000000/C5N-u0tEMIeevMsFZ7XYDKUBAIwZhwpGcfwwcZQzvT0%3D379__;JSUlJSU!!EErPFA7f--AJOw!EVYoJyyBiL11k2RAD9loK9jZZSZV00IJoB1p0RIdnnQbeD0JwXEIUds1lw3bmgVClvNf0M_-AE3HZogM-B0sTZeXTKdl7aerbavKgiSA4WM$).