

**ADOPTION ASSISTANCE  
AGREEMENT****I. Introduction.**

The Texas Department of Family and Protective Services (“DFPS”) and \_\_\_\_\_ (“adoptive parents”) enter into this Adoption Assistance Agreement (“Agreement”) for the benefit of \_\_\_\_\_ (“the child”), who was born on \_\_\_\_\_.

The residential address for the adoptive parents is: \_\_\_\_\_.

**II. Adoptive Parents’ Acknowledgements.** The adoptive parents acknowledge and understand that

- A. they have been fully informed of the adoption assistance program and any benefits that may be available to them;
- B. they have discussed and negotiated with DFPS the specific benefits to be provided under this Agreement;
- C. **the receipt of benefits under this Agreement is dependent upon its being signed by both DFPS and the adoptive parents prior to finalization of the adoption;**
- D. their signatures on this Agreement must be voluntary and not as a result of fraud, deception, duress, or force and that their signature is voluntary;
- E. when there are changes in the needs of the child or in the circumstances of the family that can be documented they have a right to request an adjustment in their monthly assistance payment, if they are not already receiving the maximum monthly payment available to them;
- F. they may refuse receipt of any or all benefits provided for under this Agreement;
- G. this Agreement may be amended, rescinded, or terminated in writing at any time by mutual agreement of DFPS and the adoptive parents, or by DFPS in accordance with this Agreement or as permitted by state or federal law;
- H. this Agreement cannot be transferred to any other party. However, in the event of the death of the adoptive parents or termination of their parental rights, the child continues to be eligible for adoption assistance, if the child is readopted and a new adoption assistance agreement is entered into with DFPS before consummation of the subsequent adoption;
- I. keeping DFPS informed of their current address is very important. If the adoptive parents decide to move to another state, DFPS must be informed as soon as possible in order to avoid an interruption in benefits, including Medicaid and monthly assistance payments;

- J. if the adoptive parents' child is currently enrolled in the STAR Health Medicaid Program in Texas, he or she will no longer be eligible for STAR Health at the time of the adoptive placement. As a result, the adoptive parents may need to change the child's current STAR Health medical providers. In addition, some services that are covered by the STAR Health program may not be covered by other Medicaid programs. When a foster child who is enrolled in Star Health transitions to a different type of Medicaid, it can take several weeks or sometimes up to sixty days for the transition to be completed and for the Medicaid card/letter to reflect the child's new adoptive name.
- K. Adoption assistance is available under this Agreement only for a child who is eligible for this program according to federal and state laws, including DFPS rules relating to the adoption assistance program. If DFPS entered into this Agreement by mistake or the child has been incorrectly determined eligible for adoption assistance, this Agreement shall be null and void;
- L. DFPS may require the repayment, and/or deduct from the adoptive parents' future adoption assistance payments, any and all funds that the adoptive parents received but were not entitled to;
- M. if the child has reached compulsory school age, DFPS will request, and the adoptive parents will provide, periodic documentation that the child is a full time elementary or secondary school student or has completed secondary school;
- The term "full-time elementary or secondary school student" means that the child is:
- enrolled (or in the process of enrolling) in an institution which provides elementary or secondary education, as determined under the law of Texas or other jurisdiction in which the institution is located;
  - instructed in elementary or secondary education at home in accordance with a home school law of Texas or other jurisdiction in which the home is located;
  - in an independent study elementary or secondary education program in accordance with administered by the local school or school district; or
  - incapable of attending school on a full-time basis due to the medical condition of the child, which incapability is supported by the medical statement(s) of one or more doctors; and
- N. if the adoptive parents are eligible for the receipt of extended adoption assistance benefits for the continued support of the child, they will provide sufficient documentation every

Year; (*default*)  
to demonstrate that the child is:

- a. regularly attending high school or enrolled in a program leading toward a high school diploma or high school equivalence certificate;
- b. regularly attending an institution of higher education or a post-secondary vocational or technical program;
- c. actively participating in a program or activity that promotes, or removes barriers to, employment;
- d. employed for at least 80 hours per month; or
- e. incapable of performing any of the activities listed in subparagraphs (a)-(d) of this paragraph due to a documented medical condition that meets the requirements of DFPS' rules.

**III. Obligations of Adoptive Parents.** The prospective adoptive parents specifically agree that they:

- A. intend to adopt the child named above;
- B. accept the legal and moral responsibility to provide and care for the child;
- C. will use the benefits provided under this Agreement for the needs of the child, including obtaining needed services and/or treatment for the child;
- D. will promptly
  1. provide DFPS a certified or file stamped copy of the Petition to Adopt;
  2. provide DFPS a certified or file-stamped copy of the Decree of Adoption; and
  3. return the Certification of Continuing Eligibility Form, whenever requested to do so by DFPS;
- E. will reimburse DFPS for any and all funds they receive to which they are not entitled;
- F. will ensure that the child is a full-time elementary or secondary school student or has completed secondary school, if the child is of compulsory school age, and will confirm compliance with this requirement in writing upon any request by DFPS; and
- G. will notify DFPS in writing, at the DFPS office address listed at the end of this Agreement, as soon as possible, but in no event later than 30 days after any of the following changes occur:
  1. when the child is no longer the legal responsibility of the adoptive parents;
  2. when the adoptive parents are no longer providing any support to the child;
  3. when the child is no longer living in the home with the adoptive parents;
  4. when the child becomes emancipated through marriage or court removal of the disabilities of minority;

5. when the child dies;
6. when there is a change of the residential or mailing address of the adoptive parents or the child;
7. when additional private health insurance coverage is acquired for the child, or the current health insurance provider for the child changes;
8. when there is any other change in circumstances that may affect receipt of benefits; or
9. when the child is of compulsory school age and not in compliance with the educational requirements listed in Item II.M of this Agreement.

#### **IV. DFPS Certifications**

- A. DFPS certifies that the child is a special needs child and is eligible to receive adoption assistance. DFPS agrees to provide the following benefits:

1.  Monthly Medicaid health coverage

Note: While the child and family are residents of Texas, medical benefits are provided to the child through the Texas Medicaid Program. If the child and family live in or move to another state, DFPS will verify with the new resident state the child's eligibility status for adoption assistance.

If the child is eligible for subsidy and Medical assistance under Title IV-E (See Section IV.B), the child is automatically entitled to receive Medicaid in another state. DFPS will refer the family to the new state for continued Medicaid coverage. If the child is not eligible for subsidy and medical assistance under Title IV-E, the child may not be automatically eligible for Medicaid assistance in receiving state.

In these cases, the child's eligibility for medical assistance in the receiving state is based on a state-by-state basis and depends on mutual agreements with each state. The adoptive parents will get reimbursed by Texas Medicaid only if they can locate a Texas Medicaid provider in the new state. The Texas Medicaid Vendor Drug program that reimburses pharmacies will not pay out-of-state claims.

\* If the family moves out of the country the child will lose Medicaid coverage while the child is living in that country, but the child will still be entitled to receive the subsidy under this agreement.

2.  Monthly assistance payments of:

\$ \_\_\_\_\_ for the period \_\_\_\_\_ until \_\_\_\_\_  
(until child's 18<sup>th</sup> birthday)

\_\_\_\_\_ Parent's Initial

\_\_\_\_\_ Parent's Initial

Note: The amount of any monthly assistance payment provided as a benefit under this Agreement is based on the current and projected needs of the child and the circumstances of the adoptive family. DFPS will continue making any monthly assistance payments properly provided under this Agreement, regardless of the family's state of residence, as long as DFPS has a valid address.

3.  Extended Adoption Assistance

*(To be selected only if the child is between 16 and 18 years old at the time the adoption assistance agreement is signed for the first time and the child meets the educational and vocational requirements in Section II.M. after turning 18 years old)*

Applicable monthly payment amount:

\$ \_\_\_\_\_ for the period \_\_\_\_\_ until \_\_\_\_\_  
(applicable after child's 18<sup>th</sup> birthday)

DOB of child \_\_\_\_\_

**Note: The adoptive parents acknowledge that benefits will be terminated if they do not provide sufficient information to demonstrate the child's eligibility for extended AA benefits.**

\_\_\_\_\_ Parent's Initial

\_\_\_\_\_ Parent's Initial

\_\_\_\_\_ DFPS Rep. Initial

4.  Education and Training Voucher Program

*(If applicable)*

Based on need, the Education and Training Voucher program provides up to \$5,000 a year to eligible youth to be used for education related expenses including rent, utilities, childcare, computers, books, transportation, and personal expenses for youth enrolled in any college/university or specialized postsecondary vocational programs. Eligible youth include those youth who are age 16 years or older and likely to remain in DFPS foster care until age 18; or younger than 21 years old and aged out of DFPS foster care; or not yet 21 and are adopted or enter permanency care assistance after age 16.

To apply for ETV benefits, youth will need to call 1-877-268-4063 or go to [www.bcfs.net/ETV](http://www.bcfs.net/ETV)

5.  Deferred Assistance

Note: No benefits will be immediately provided under an agreement for deferred assistance; however, the adoptive parents have a right to request

benefits at a later date based upon documented changes in the needs of the child, or changes in the circumstances of the family.

6.  Reimbursement of Nonrecurring Expenses  
 (check here if this is the only benefit certified)

Note: This is a one-time only payment for reasonable and necessary adoption fees, court costs, attorney fees and other expenses directly related to the legal adoption of a special needs child. The reimbursement is subject to a maximum of \$1500 per child and the requirements set forth in 40 Texas Administrative Code §700.850. This benefit is forfeited if a claim with appropriate receipts and a copy of the Decree of Adoption is not submitted to DFPS within 18 months after the Court signs the Decree of Adoption.

7.  Information provided about Possible Adoption Tax Credit

You may be able to take a tax credit for qualifying expenses paid to adopt an eligible child (including a child with special needs). The adoption credit is an amount subtracted from your tax liability. You may also want to consult the IRS for additional information.

- B. DFPS certifies that the child's eligibility for adoption assistance is authorized by (mark only one):

- Title IV-E Adoption Assistance (42 U.S.C. §673)
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## V. Appeals/Fair Hearings

- A. The adoptive parents acknowledge that they have been fully informed and are aware of and understand their right to appeal any DFPS decision to deny, reduce, discontinue, suspend or terminate benefits under this Agreement. The request for an appeal must be made in accordance with DFPS rules and procedures for fair hearings, including the fact that the request must be made in writing no later than 90 days after the decision being appealed was made. Information regarding fair hearing rules, process or procedures may be requested from the local DFPS office.
- B. If there is a conflict between this Agreement and a Fair Hearing Order, the Fair Hearing Order will control. For example, the only time this Agreement may be entered into after finalization of the child's adoption is to implement the order of a hearing officer who has found good cause to excuse the adoptive parents' failure to sign the Agreement prior to consummation of the adoption.

## VI. Termination of Agreement

This Agreement, and any benefits being paid under this Agreement, will terminate when the child reaches the age of 18 or 21 if the adoptive parents are receiving extended adoption assistance benefits on behalf of the child. However, DFPS may terminate the Agreement at an earlier date for one of the following reasons:

1. the adoptive placement terminates before the adoption is consummated;
2. the child is under the age of 18 and the adoptive parents are no longer legally responsible for the child's support, such as when parental rights are terminated;
3. the adoptive parents are no longer providing any support to the child;
4. the child dies;
5. we discover the child was mistakenly determined eligible for benefits;
6. the adoptive parents request an earlier termination date; or
7. the child is over the age of 18 and receiving extended adoption assistance benefits and no longer meets, or the parents fail to provide documentation sufficient to demonstrate that the child meets, the educational and vocational requirements in Section II.M of this Agreement.

## **VII. Accessing Post Adoption Services.**

The department provides post adoption services to families through contracts with designated private agencies. If funds are available, services may include case management/service planning, respite care, parent education and support groups, counseling, information and referral, crisis intervention and payment for residential treatment. Service is available after the adoption is consummated. The post adopt provider for your area is \_\_\_\_\_ and can be reached by calling \_\_\_\_\_ at \_\_\_\_\_.

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Adoptive Parent's Signature

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Date

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Adoptive Parent's Signature

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Date

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DFPS Representative's Signature

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Date

Include DFPS address where changes should be sent:  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_