

VIRGINIA ADOPTION ASSISTANCE AGREEMENT

Child's Birth Name

Child's Adoptive Name, if known

Date of Birth

This agreement is entered into by _____, the local department, and _____, the "adoptive parent(s)," and _____, the licensed child placing agency (LCPA) when this child is in its custody, on behalf of this child named above.

Child's Documented Special Need(s). This child has the following special need(s) documented by qualified professional(s) and established by the local department.

- Child has a physical, mental, or emotional condition existing prior to adoption. Describe:
- Child has a hereditary tendency, congenital problem, or birth injury leading to substantial risk of future disability. Describe:
- Child is a member of a minority group based on racial, multi-racial, or ethnic heritage. Describe:
- Child has a close relationship with one of more siblings.
- Child is age six years or older and has been in foster care for eighteen (18) months or longer.
- Child meets all medical or disability requirements for Social Security Income (SSI). Describe medical or disability special need:
- Child has developed significant emotional ties with his/her foster parent(s) while in their care for at least 12 months, the foster parent(s) are committed to adopting this child, and state adoption assistance maintenance payments are necessary to enable the adoption. Describe:
- Child had the following special need(s) at the time of the adoption, it was not diagnosed until after the final order of adoption, and no more than one year elapsed from date of diagnosis. Child has:
 - A physical, mental or emotional condition. Describe:
 - Hereditary tendency, congenital problem, or birth injury leading to substantial risk of future disability. Describe:

PROVISIONS OF AGREEMENT

This adoption assistance agreement, which is binding on all parties, is entered into for the purposes of facilitating the legal adoption of this child and partially assisting the adoptive parent(s) in providing care for this child. All parties agree to the terms and provisions contained in this document.

A. Types of Adoption Assistance. Payments and services for adoption assistance on behalf of this child have been determined by mutual agreement between the adoptive parent(s) and the local department, as documented in this section.

1. Non-recurring adoption expenses.

- a. The local department agrees to pay the adoptive parent(s) the non-recurring adoption expenses identified in the chart below from federal Title IV-E funds, up to \$2,000.

Non-Recurring Adoption Expenses	Amount
<input type="checkbox"/> Court costs related to filing an adoption petition	\$
<input type="checkbox"/> Attorney fees and legal service fees directly related to finalizing the adoption	\$
<input type="checkbox"/> Health and psychological examinations	\$
<input type="checkbox"/> Supervision of the placement prior to adoption	\$
<input type="checkbox"/> Transportation, lodging, and food for child and/or adoptive parent(s) when necessary to complete the placement or adoption process	\$
<input type="checkbox"/> Adoption fee(s) charged and home study conducted by LCPA	\$
<input type="checkbox"/> Other costs necessary to complete child placement or adoption process _____	\$
Total Amount (not to exceed \$2,000)	\$

- b. The adoptive parent(s) verify that these expenses are:
 - Necessary for, and directly related to, the legal adoption of this child; and
 - Not incurred in violation of state or federal law; and
 - Not reimbursed from any other sources of funds.
- c. The adoptive parent(s) agree to submit copies of bills and/or receipts no later than six (6) months after the expense(s) were incurred, or six (6) months after the adoption is finalized.
- d. The local department shall make payments for non-recurring adoption expenses directly to service provider(s) and/or reimburse the adoptive parent(s) based on actual costs of services.
- e. The adoptive parents carry ultimate liability for payment of expenses they agree to pay directly.

2. Monthly adoption assistance maintenance payment.

- a. The source of funding for payments is: State funds; or Federal Title IV-E funds.
- b. The total maintenance payment in chart below shall be made directly to the adoptive parent(s) on a monthly basis.

Adoption Assistance Maintenance Payments	Amount	Terms
<input type="checkbox"/> Basic maintenance payment to help meet this child’s needs for housing, food, clothing, transportation, and/or personal incidentals.	\$	From to
<input type="checkbox"/> Enhanced maintenance payment to help address this child’s needs for additional supervision and support from the adoptive parent(s) when required to ensure the safety and well-being of this child, as documented by the Virginia Enhanced Maintenance Assessment Tool (VEMAT).	\$_____	From to
Total maintenance payment amount	\$	From to

- c. This child shall continue to receive the maintenance payment specified in this agreement, until one of the following actions occurs:
 - The adoptive parent(s) decline the maintenance payment in writing; or
 - The adoptive parent(s) and the local department agree to a new maintenance amount specified in an executed addendum to this agreement; or
 - This agreement is terminated as a result of one or more circumstances set forth in Section K.
- d. The local department shall increase the agreed upon basic maintenance payment in this agreement or any addendum in effect on the first day of the month after the child’s birthday:
 - When this child reaches a higher age grouping in state foster care guidance to help address the increased costs of caring for an older child; and
 - When statewide increases are approved to help address increased costs of living.

3. Special services to meet this child’s documented special needs.

- a. The local department agrees to make payment(s), as identified in chart below, from state funds to provide necessary service(s) to meet this child’s documented special need(s). The local department is not responsible for any expenses not documented below or in addendums to this agreement.

Special Services Payment				
Required Special Service	Payment made to	Payment amount	How often	How long (dates)
		\$		From to
		\$		From to
		\$		From to
		\$		From to
Additional terms:				

- b. The adoptive parent(s) verify:
 - The special service(s) are directly related to child’s documented special need(s); and
 - The special service(s) are not covered by health insurance, Medicaid, family, extended family, public school system, community, government, or any other resources; and
 - The adoptive parent(s) cannot financially afford the special service(s).
- c. The adoptive parent(s) agree to submit bill(s) or receipt(s) documenting the actual cost of services within thirty (30) days of incurring the expense.
- d. The local department shall pay the service provider(s) directly and/or reimburse the adoptive parent(s). The adoptive parents carry ultimate liability for the payment of expenses for which they agree to pay directly.

B. Medical Care. The item(s) checked below applies to this child:

- The adoptive parent(s) will provide health insurance coverage for this child.
- Medicaid benefits are available to this child based on this child’s eligibility for Federal Title IV-E adoption assistance maintenance payments, as provided by the State Plan for Title XIX of the Security Act and in accordance with procedures of the State where this child resides.
- Medicaid benefits may be available through the State Plan for Title XIX because this child has a special medical or rehabilitative need. This child’s Medicaid eligibility is determined in accordance with procedures of the State where this child resides and may change over time due to changes in this child’s income.

C. Moving to Another Jurisdiction in Virginia. When the adoptive parent(s) and this child move to, or live in, another jurisdiction in Virginia, the local department that executed this agreement continues to be responsible for payments, special services, and terms delineated in this agreement, and in any addendums in effect, for the duration of the agreement.

D. Moving Out of Virginia.

1. When the adoptive parent(s) and this child move to, or live in, a state other than Virginia, the local department that executed this agreement continues to be responsible for payments, special services, and terms delineated in this agreement for the duration of the agreement.
2. Virginia is a member of the Interstate Compact on Adoption and Medical Assistance and the interests of this child are protected by the Compact. The adoptive parent(s) may apply for Title XIX Medical Services, Title XXI state child health insurance, and Title XX social services in his/her/their new state of residence. These services vary from state to state and are available to this child in accordance with the procedures of the state in which the adoptive parent(s) and this child reside.

E. Notification of Changes by Adoptive Parent(s).

1. The adoptive parent(s) agree to immediately notify the local department, in writing, when any of the following circumstances occur:
 - a. Change in address.
 - b. Changes in this child’s special needs and/or in the family circumstances of the adoptive parent(s) that may change the adoption assistance this child receives. For example:
 - This child is receiving Social Security payments.
 - The amount of additional supervision and support this child requires from the adoptive parent(s) changes.
 - One of the adoptive parent(s) in a two-parent family becomes disabled or dies or the adoptive parents become divorced.
 - c. This child is not capable of participating in school full-time due to a medical condition. The adoptive parent(s) shall submit documentation by a qualified professional and submit quarterly updates on this child’s medical condition to the local department.
 - d. This child is no longer eligible for adoption assistance:
 - The adoptive parent(s) are no longer legally responsible for this child’s care; or
 - The adoptive parent(s) are not providing financial support for this child; or
 - This child becomes an emancipated minor, marries, dies, or enters military service; or

- The adoptive parent(s) die (i.e., both parents die when both adoptive parents signed the active adoption assistance agreement; or one parent dies when one parent signed the agreement). The adoptive parent(s) will make arrangements for this child, and for the local department to be notified, in the event of his/her/their death.
2. If the adoptive parent(s) receive Supplemental Security Income (SSI) payments for this child, the adoptive parent(s) will inform the Social Security Administration that this child is also receiving adoption assistance payments.

F. Educational Provisions

1. The adoptive parent(s) are responsible for ensuring this child complies with applicable law regarding compulsory age school attendance.
2. The adoptive parent(s) authorize the local department and the Virginia Department of Social Services to contact this child’s school in order to verify this child’s enrollment in school and to obtain educational information from the Virginia Department of Education on children who receive adoption assistance funds. This includes obtaining this child’s State Testing Identification (STI) number, if needed. Only non-identifying aggregate educational information on children receiving adoption assistance will be reported publicly. The local department shall maintain the STI number as confidential information, as is all confidential child information (§ [63.2-104](#)).

G. Annual Affidavit

1. The adoptive parent(s) shall submit the Virginia Annual Affidavit for Adoption Assistance to the local department annually, within thirty (30) days of the anniversary date of the effective date for this executed agreement. The annual affidavit shall be signed by at least one (1) of the adoptive parent(s).
2. The local department shall notify the adoptive parent(s) in writing two months before the annual affidavit is due.

H. Suspension of Special Services Payments

1. The local department may suspend any special services payments being provided on behalf of the family in this signed agreement or any addendum in effect, if the adoptive parent(s) fail to submit the signed annual affidavit within thirty (30) days of the anniversary date of the effective date for this signed agreement. Payments may be suspended until the signed affidavit is received by the local department.
2. The local department shall provide written notice to the adoptive parent(s) prior to suspension.

I. Termination of Maintenance Payments

The local department shall only terminate maintenance payments in this agreement, or in any addendum in effect, when:

1. The agreed upon time period for the maintenance payment ends and the adoptive parents decline the maintenance payment in writing; or
2. The adoptive parent(s) request in writing that the maintenance payment end; or
3. The local department determines that this agreement shall be terminated based on one or more circumstances set forth in Section K on termination.

J. Termination of Special Services Payments

The local department shall terminate state special services payments in this agreement, or in any addendum in effect, when:

1. The agreed upon time period for the special services payments end; or
2. The adoptive parent(s) request in writing that the special services payments end; or
3. The adoptive parent(s) or qualified professional(s) document in writing to the local department that the special service is no longer directly related to and/or required to meet this child’s special need; or
4. The adoptive parents do not fulfill the agreed upon terms documented in this agreement, or in any addendum in effect, for state special services payments; or
5. The local department determines that this agreement shall be terminated based on one or more circumstances set forth in Section K on termination.
6. The local department shall provide written notice to the adoptive parent(s) prior to termination.

K. Termination of Agreement

1. This adoption assistance agreement shall only be terminated when the local department determines that any one of the following circumstances occurs:
 - a. This child reaches the age of 18 years, unless the local department determines this child has a condition that warrants continuation of adoption assistance beyond age 18 (i.e., this child has a mental or physical disability, or an educational delay resulting from such disability; and this child requires ongoing treatment and/or intervention).
 - b. This child reaches the age of 21, only when the local department established that this child has a condition that warrants continuation of adoption assistance beyond age 18 years and up to age 21 years.
 - c. The adoptive parent(s):
 - i. Request in writing that the agreement ends.
 - ii. Are no longer legally responsible for this child's care. For example:
 - Parental rights are terminated for one adoptive parent when this agreement is with one adoptive parent, or for both adoptive parents when this agreement is with two adoptive parents; or
 - This child becomes an emancipated minor, marries, enters military service, or dies.
 - iii. Are not providing any financial support for this child.
 - iv. Die (i.e., one adoptive parent dies when this agreement is with one parent; or both adoptive parents die when this agreement is with two adoptive parents).
 - d. The adoptive parent(s) and the local department agree in writing to terminate the agreement.
2. The local department shall provide written notice to the adoptive parent(s) prior to termination.

L. Changes to the Virginia Adoption Assistance Agreement

1. Once this agreement is executed, the terms shall not be changed unless the adoptive parent(s) and the local department agree to modify this agreement.
2. The adoptive parent(s) may request changes to this agreement at any time during the duration of the agreement based on changes in this child's special needs and/or the family circumstances of the adoptive parent(s).
3. Changes may be requested in basic maintenance, enhanced maintenance, and/or special services. Non-recurring expenses are one time only expenses and cannot be reassessed.
4. The adoptive parent(s) shall submit a completed Request for an Addendum to the Virginia Adoption Assistance Agreement with all required supporting documentation to the local department that executed this agreement.
5. When the local department determines that the agreement should be reassessed, the local department and the adoptive parent(s) shall assess and negotiate relevant components of adoption assistance and agree on terms to meet this child's documented special need(s).
6. The agreed upon terms shall be documented in a signed, dated, and executed Addendum to the Virginia Adoption Assistance Agreement on behalf of this child.

M. Appeals

1. Any recipient of adoption assistance aggrieved by any decision by the local department in granting, denying, changing, or discontinuing adoption assistance payments and services may appeal the decision within thirty (30) days after receiving written notice of the decision from the local department. Any recipient aggrieved by the failure of the local department to make a decision within a reasonable time may ask for a review of the process ([§ 63.2-1304](#)).
2. Appeals shall be processed in accordance with Virginia legal requirements ([§ 63.2-1304](#) and [22 VAC 40-201-160](#)) and procedures established by the Virginia Board of Social Services. Written procedures of the Virginia Department of Social Services at the time of the appeal shall be used.
3. Requests for appeals must be submitted in writing to:

Appeals and Fair Hearings Unit
Virginia Department of Social Services
801 East Main Street
Richmond, VA 23219-2901

N. Discrimination complaint

If the adoptive parent(s) believe he/she/they have been discriminated against by the local department or the Virginia Department of Social Services because of race, color, national origin, sex, age, or disability, the adoptive parent(s) have the right to file a complaint of discrimination with the:

VDSS Civil Rights Program Administrator
801 E. Main Street, 8th Floor
Richmond, Virginia 23219
and/or

U.S. Department of Health and Human Services
Director, Office of Civil Rights
Region III 150 S. Independence Mall West – Suite 372
Philadelphia, Pennsylvania 19106-3499

O. Effect of Agreement

1. **This Agreement is effective on** _____. This agreement shall be signed, dated, and in effect prior to, or at the time of, the final order of adoption when federal Title IV-E funds are used. The local department shall only provide payments and services after all parties have signed and dated this agreement and when the agreement is in effect.
2. This Agreement shall remain in effect regardless of the State in which the adoptive parent(s) are residents at any given time.
3. This Agreement, and all executed addendums to this agreement, constitute the entire agreement between the parties. This agreement supersedes any prior agreement for adoption assistance between the parties signed below. No oral modifications made by any employee or agent of the local department or any party to this agreement will have any effect.
4. **This Agreement continues until the date listed below**, unless a different date is agreed to in an executed addendum, or unless termination occurs as a result of one or more circumstances set forth in Section K on termination:
 On this child's 18th birthday (date child turns age 18); or
 On _____ (date when the local department and adoptive parent(s) agree to a date prior to this child's 18th birthday).

P. Signatures and Dates

In completing and signing this agreement, all parties verify that they have read and understand this agreement. They certify that the information supplied herein is true, accurate, and complete to the best of their knowledge.

All parties agree to the provisions and terms documented in this agreement.

_____ Adoptive Mother	_____ Date
_____ Adoptive Father	_____ Date
_____ Local Department Representative (Board designee)	_____ Date
_____ Private Licensed Child Placing Agency Representative, if applicable	_____ Date