



# Adoption Assistance Agreement

## Title IV-E Fostering Connections, Effective on or after January 1, 2023 for Youth 16 or older

CHILD IDENTIFYING INFORMATION:				
Child's Last Name:	Child's First Name:	Middle:	Date of Birth:	Person ID:
Sex:	Race:	Hispanic/Latino:		
ADOPTIVE PARENT(S) INFORMATION:				
Adoptive Parent Last Name:	Adoptive Parent First Name:	Adoptive Parent Address:	Adoptive Parent Email Address:	Adoptive Parent Phone Number:
Adoptive Parent Last Name:	Adoptive Parent First Name:	Adoptive Parent Address:	Adoptive Parent Email Address:	Adoptive Parent Phone Number:
I. PARTIES TO THE ADOPTION ASSISTANCE AGREEMENT				
<p>The following Agreement has been entered into by the Tennessee Department of Children's Services (Agency) and _____ and _____ (Adoptive Parent(s)), for the purpose of facilitating the legal adoption of _____, and to aid the adoptive family in providing the proper care for the child.</p>				
II. RIGHTS AND RESPONSIBILITIES OF ALL PARTIES TO THE ADOPTION ASSISTANCE AGREEMENT				
<p>All parties to this Adoption Assistance Agreement (Agreement), namely the Adoptive Parent(s) and the Agency are subject to the terms and conditions documented herein. This agreement shall be effective the date of the finalization of adoption and remain in effect as long as the eligibility requirements are met or until a condition for termination exists. The Agreement shall be signed by all parties prior to the finalization of adoption and a signed copy shall be given to each party. It is expressly understood that it is incumbent upon the Adoptive Parent(s) to keep the Agency's Central Office Subsidy Unit, or any successor unit, apprised of any circumstance or condition that would necessitate modification of this Agreement or cause this Agreement to terminate. Whoever knowingly obtains, or attempts to obtain, or aids, or abets any person to obtain, by means of willfully false statement or representation or by impersonation, or other fraudulent device, any assistance on behalf of a child or other persons pursuant to the Interstate Compact on Adoption and Medical Assistance to which such child or other person is not entitled or assistance greater than such child or other person is entitled, commits a Class E felony. <i>(This means that making any statement that is not true OR failing to inform the Agency of any later change that might affect the adopted child's eligibility for the current assistance rate may result in criminal charges.)</i> The Agency agrees to provide payment and services as stipulated throughout this Agreement and any superseding Agreement entered into between the parties.</p> <p><i>Effective July 1, 2021, and every year thereafter, the Department of Children's Services shall require any person receiving Title IV-E or State-Funded adoption assistance, from DCS, on behalf of an adopted child to provide the Department with medical/mental health documentation verifying the child has attended an appointment within the last year or educational documentation verifying the child is enrolled in school full-time. Verification must be submitted to the Department using acceptable departmental forms provided by DCS. Failure to submit the required medical or educational information may precipitate a home visit by DCS to ascertain the well-being of the adopted child. The only acceptable form of verification for home-schooled children is medical/mental health documentation.</i></p>				

<b>III. AGREEMENT</b>	
<b>A. The Adoption Assistance funding source is:</b>	
<input type="checkbox"/>	Fostering Connections IV-E/AA IV-E
<input type="checkbox"/>	Fostering Connections IV-E/AA State
<input type="checkbox"/>	AA IV-E
<b>B. Adoption Assistance Category:</b> <input type="checkbox"/> Active <input type="checkbox"/> Deferred	
<b>C. This Document is the:</b>	
<input type="checkbox"/> <b>Initial Agreement</b>	The prospective Adoptive Parent(s) agree that he/she/they intend to adopt _____ and have signed the Agreement prior to finalization of the adoption for the purpose of receiving Adoption Assistance payments and/or services for the child from the time of finalization until the Agreement is terminated.
<input type="checkbox"/> <b>Amended Agreement</b>	This serves as an amendment to the previously approved Adoption Assistance Agreement. The reason amendment(s) is due to the following:
<input type="checkbox"/> <b>Revision Agreement</b>	This serves as a revision to the Adoption Assistance Agreement for _____ whose adoption was finalized on _____. The revision is due to the following:
<input type="checkbox"/> <b>Renewal Agreement</b>	This serves as a renewal to the Adoption Assistance Agreement for _____ whose adoption was finalized on _____. The child remains in the care and custody of the Adoptive Parent(s) and the conditions which led to the child's initial determination of eligibility continue to exist at the same level of care.
<input type="checkbox"/> <b>Termination Agreement</b>	_____ no longer meets the requirements for the Adoption Assistance program. This agreement serves as a termination to all benefits and services previously established and approved in the initial agreement and any subsequently approved amended agreements and/or renewals. This agreement is being terminated effective _____ due to the following reason(s):
<b>IV. PROVISIONS OF THE AGREEMENT:</b>	
<b>A. Non-Recurring Adoption Expenses</b>	
1. Payment of non-recurring costs incurred by any parent adopting special needs children is available up to a <b>maximum of \$1500.00</b> for each adoptive placement (per adoption episode).	
<b>B. Payment</b>	
1. In accordance with the Agency's foster care rate structure, Adoption Assistance will be paid based on a daily rate for the number of days for the current month. _____ will receive \$ _____ per day, effective _____.	
2. The amount of the Adoption Assistance payment (Adoption Assistance) is based on the needs of the child and the circumstances of the Adoptive Parent(s) and has been determined by mutual agreement between the Adoptive Parent(s) and the Agency. The amount of the payment does not exceed the foster care payment for the child if he/she were in an Agency foster family home in the state of Tennessee.	
3. Such Adoption Assistance payments may not exceed the Agency's foster care board rate. Adjustments in payments may be made with the concurrence of the Adoptive Parent(s) and the Agency based upon changes in the needs of the child.	
<b>C. Medical, Psychological/Psychiatric, Dental, Hospitalization, Residential Care and Other Expenses.</b>	
1. The Agency will not make payments for medical, psychological/psychiatric, dental, hospital, residential care or for other expenses that exceed the terms of this Agreement.	

2.	Benefits as provided under Title XIX of the Social Security Act (which is known in Tennessee as TennCare) may be available to Title IV-E children and to state-funded children in accordance with the procedures of the state in which the child resides .
3.	If the child is not eligible for TennCare/Medicaid or its successor plan regardless of the state in which the child lives <b>and</b> the child is ineligible for private insurance, then payments at the amount per the current TennCare/Medicaid or its successor rates will be provided by the Agency. A child would be eligible for these payments beginning at the time of the finalization of the adoption for medical, psychological/psychiatric, dental, hospitalization/residential treatment, or other expenses related to the following conditions:
4.	Procedures for meeting the costs of medical, psychological/ psychiatric, dental, hospital, residential, or other special care or expenses shall consist of the following:
a.	Insurance coverage through the Adoptive Parent(s)'s insurance policy, if available, must be utilized first to provide for the services the child needs as detailed above.
b.	If private insurance coverage is not available, TennCare will be utilized for all covered services to children who are enrolled in TennCare.
c.	TennCare or another state's equivalent (Medicaid) coverage for all types of care will be utilized whenever available whether the child lives in Tennessee or resides in another state. The TennCare or other state's equivalent (Medicaid) rate for hospitalization will be the maximum rate paid for the child who is eligible for
	TennCare or another state's equivalent (Medicaid) when the services are provided by a TennCare or another's state's equivalent (Medicaid) provider.
d.	Care for children residing in Tennessee, consistent with Federal law, shall be covered by any successor plan to TennCare, if the child is eligible for such program.
e.	If the child is ineligible for TennCare or its successor plan and the child is ineligible for private insurance, the rates shall be established for all children receiving Adoption Assistance residing in Tennessee as provided below:
	(i) If the State of Tennessee has a contract with a provider of services for children in the Agency's custody, that contract rate shall be utilized in providing care for the child residing in Tennessee.
	(ii) If the provider is not under contract with the State, the Agency shall pay the usual and customary rate as defined in the Agency's policy.
f.	Children Residing Outside the State of Tennessee or the United States Not Covered by Private Insurance, Medicaid or its Successor Plans, or Other Governmental coverages:
	(i) When the child is not TennCare eligible, is ineligible for private insurance or is not eligible for coverage under any government sponsored care, and the child resides outside the State of Tennessee or the United States, out-of-state or out-of-country, care will be paid at the usual and customary rate as defined in the Agency's policy.
g.	If, after establishment of a "usual and customary rate" for the provider chosen by the adoptive parent(s), that rate is no longer sufficient or will not meet the child's needs, the Adoptive Parent(s) shall report this circumstance to the Agency's Central Office Subsidy Unit, or successor unit, and the Agency shall further negotiate the rate, which shall be determined at the sole discretion of the Agency, for services with the provider.
h.	The Agency shall not supplement payments made under private insurance; nor shall it pay any co-payments or deductibles required under private insurance.
i.	If the child is ineligible for TennCare and is ineligible for private insurance and the Adoptive Parent(s) feel that the child needs out-of-state placement for services for therapeutic reasons, the Adoptive Parent(s) shall first consult with the Agency's Central Office Subsidy Unit, or successor unit, and shall first provide documentation or any other information as may be required by the Agency to adequately demonstrate the reasons requiring placement in an out-of-state program or facility. The Adoptive Parent(s) must receive approval prior to out-of-state placement of the child before payment for the services will be made by the Agency.
j.	Approval of Residential Treatment for children who are ineligible for TennCare and are ineligible for private insurance:
	(i) All residential treatment placements shall be approved in writing by the appropriate Agency official prior to the child's placement.

(ii) Children residing in Tennessee shall be placed in a State contracted facility at the State contracted rate unless exceptional circumstances apply which make out-of-state treatment necessary.
(iii) For children residing outside of Tennessee, residential rates within the child's state of residence shall be explored and appropriate rates negotiated by the Agency.
<p><b>k.</b> It is expressly understood and agreed that there shall be no payment by the Agency for services or for portions of services covered by any insurance available to the child or to the Adoptive Parent(s). Services covered by government sponsored programs in other states or countries for which the child or Adoptive Parent(s) may be eligible and which do not have specific exclusions or reimbursement requirements for the coverages shall not be reimbursed by the Agency to the Adoptive Parent(s) or the sponsoring government.</p>
<p><b>l.</b> If the child is ineligible for TennCare and is ineligible for private insurance and the Adoptive Parent(s) must make payments for services, the Adoptive Parent(s) shall submit documentation showing such payments to the Agency. The Adoptive Parent(s) shall be reimbursed for those costs subject to all requirements in Paragraph C.4.</p>
<b>D. Families approved for Adoption Assistance in Tennessee who live out of state should adhere to the following procedures for receipt of Adoption Assistance, medical care, and social services:</b>
<b>1.</b> Adoption Assistance payments will continue to be received from Tennessee.
<b>2.</b> Payments for services shall be made under the provisions of Paragraph C.4.
<b>3.</b> After finalization, if the Adoptive Parent(s) lives or moves to another state, the Agency will make a referral to the new state of residence to ensure that medical coverage continues, as provided through the Interstate Compact on Adoption and Medical Assistance (ICAMA).
<b>V. CHILDREN IN THE GUARDIANSHIP OF A LICENSED CHILD PLACING AGENCY</b>
<b>1.</b> Children who were in the guardianship of a Licensed Child Placing Agency at the time of adoption finalization are not eligible for state funded Adoption Assistance to include children whose funding source was initially approved as Title IV-E or Title IV-E Fostering Connections but became ineligible for Title IV-E at the Review of Eligibility for Youth between the ages of 18-21.
<b>2.</b> Children who were in the guardianship of a Licensed Child Placing Agency at the time of adoption finalization are only eligible for Title IV-E Fostering Connections and Title IV-E Adoption Assistance as long as the Title IV-E criteria were met which shall be determined by the Agency.
<b>VI. NOTIFICATION OF CHANGE</b>
<b>A.</b> The Adoptive Parent(s) shall immediately notify the Agency, in writing, if they are no longer legally responsible for the support of the child or are no longer supporting the child. For example, the Adoptive Parent(s) have surrendered their parental rights, the child has married or gone into the military or has left the home and the Adoptive Parent(s) provide no support for the child.
<b>B.</b> The Agency shall be notified if the Adoptive Parent(s) dies.
<b>C.</b> The Adoptive Parent(s) shall immediately notify the Agency's subsidy staff responsible for managing the Agreement, in writing, when the child is no longer residing with the Adoptive Parent(s) in the adoptive home.
<b>D.</b> The Adoptive Parent(s) shall immediately notify the Agency's subsidy staff responsible for managing the Agreement, in writing, if the child enters or exits foster care.
<b>E.</b> The Adoptive Parent (s) shall immediately notify the Agency's subsidy staff responsible for managing the Agreement, in writing, when youth is approved for Extension of Foster Care (EFC) program.
<b>F.</b> The Agency shall notify the Adoptive Parent(s), in writing, of changes that affect their Adoption Assistance payments.
<b>G.</b> The Adoptive Parent(s) shall notify the Agency's subsidy staff responsible for managing the Agreement, in writing, of changes of address.
<b>H.</b> The Adoptive Parent(s) shall notify the Agency's subsidy staff responsible for managing the Agreement, in writing, if there is a change in the child's treatment needs that would warrant an increase or decrease to the Adoption Assistance payment.
<b>I.</b> The Adoptive Parent(s) shall notify the Agency, in writing, immediately upon being made payee for SSA or VA benefits on behalf of the child as well as any changes in the amount of those benefits. Any payments and/or retro-active payment from SSA or VA benefits must be adjusted against the Adoption Assistance payment for State Funded Agreements only. The Adoptive Parent(s) shall be responsible for making repayment of any Adoption Assistance paid in error.

<b>J.</b>	Children receiving a regular or special circumstances rate may be eligible for an age increase in the daily rate once the child reaches the age of twelve (12). The Adoptive Parent(s) are expected to notify the Agency and request the increase, in writing, prior to the child's twelfth (12 <sup>th</sup> ) birthday. The Adoptive Parent(s) must report, request, and return a signed agreement reflecting the increase prior to the effective date in order for the revision to be made effective. Failure to return the signed agreement will prevent the revision from being made effective. Retroactive payments shall not be made in cases where the Adoptive Parent(s) requests an increase after the child's twelfth (12 <sup>th</sup> ) birthday or fails to return the signed agreement prior to the effective date. In these situations, the effective date for the increase will be the first day of the following month in which the child is eligible and the Adoptive Parent(s) requested the increase, provided the signed agreement is returned.
<b>K.</b>	Adoptive parent(s) whose failure to notify the Agency's subsidy staff responsible for managing the Agreement, in writing, of any changes affecting the child's eligibility for Adoption Assistance or the child's daily rate which results in an overpayment by the Agency shall be required to repay the total amount of the Adoption Assistance overpayment. The Agency shall take any action available to the Agency to recover any overpayment to the Adoptive Parent(s).
<b>L.</b>	The Adoptive Parent(s) shall provide documentation to establish the child's continuing eligibility at the time of the child's eighteenth (18 <sup>th</sup> ) birthday. If the child remains eligible after age eighteen (18), the Adoptive Parent(s) shall continue to provide documentation to support the child's eligibility.
<b>VII. REVISION TO THE AGREEMENT</b>	
<b>A.</b>	This Agreement may be revised at any point after approval when there is a change in circumstances (e.g., child re-enters care).
<b>B.</b>	Children receiving a regular or special circumstances rate may be eligible for an age increase in the daily rate once the child reaches the age of twelve (12). The Adoptive Parent(s) are expected to notify the Agency and request the increase, in writing, prior to the child's twelfth (12 <sup>th</sup> ) birthday. The Adoptive Parent(s) must report, request, and return a signed agreement reflecting the increase prior to the effective date in order for the revision to be made effective. Failure to return the signed agreement will prevent the revision from being made effective. Retroactive payments shall not be made in cases where the Adoptive Parent(s) requests an increase after the child's twelfth (12 <sup>th</sup> ) birthday or fails to return the signed agreement prior to the effective date. In these situations, the effective date for the increase will be the first day of the following month in which the child is eligible and the Adoptive Parent(s) requested the increase, provided the signed agreement is returned.
<b>C.</b>	Adoption Assistance benefits or the time frame in which the child remains eligible for the adoption assistance program, are subject to guidelines set forth in the revised agreement and in the Agency's policies, rules, and regulations, which govern the adoption assistance program.
<b>D.</b>	All revised agreements shall supersede and replace all previous agreements between the Agency and the Adoptive Parent(s).
<b>E.</b>	The Agency reserves the right to revise/modify, make corrections or terminate the Agreement due to error or oversight concerning the child's eligibility for the adoption assistance program, the funding source, the adoption assistance rate, content in the adoption assistance agreement, or changes made in the Agency's administrative adoption assistance policy, rules or regulation which govern the adoption assistance program.
<b>VIII. APPEAL</b>	
<b>A.</b>	Adoptive parent(s) may appeal the Agency's decision to deny, terminate or change their child's Adoption Assistance in accordance with Agency's fair hearing and appeal process. Adoptive parents must appeal an adverse decision within ten (10) business days of written notice of the adverse action. Adoption Assistance may continue pending the determination of an appeal. If adverse action is upheld during an appeal, payments continued during the appeal period will be considered an overpayment and will be subject to recovery. Adoption Assistance may continue pending the determination of an appeal, but payments will be suspended for appeals filed for circumstances identified in Section XIII of this Agreement. Families who receive a favorable ruling in their hearing would be entitled to assistance that had been suspended. The following are the steps of the appeals process:
<b>1.</b>	If the Agency determines that Adoption Assistance will be denied, terminated, or changed, the Agency's Permanency Specialist or Subsidy Specialist shall notify the Adoptive Parent(s) immediately, in writing, utilizing form CS-0686, Notice of Denial Termination, or Change in Adoption Assistance letter, or any successor letter. Form CS-0403, Appeal for Fair Hearing, or any successor form, shall also be given to the Adoptive Parent(s) at the same time.
<b>2.</b>	Form CS-0686, Notice of Denial, Termination, or Change in Adoption Assistance, or any successor form, shall be dated with the date the form is mailed or, if hand delivered, the date the form is hand delivered to the family.

3.	Upon request, the Agency shall also provide the Agency's Administrative Procedures Division, or any successor division, with a copy of all notification documents that were provided to the adoptive family.
4.	The Agency shall inform the Adoptive Parent(s) of the timeframe in which they may file an appeal. The Agency shall also provide the fax number and the mailing address to which form CS-0403, Appeal for Fair Hearing, or any successor form, must be sent.
5.	Additional information may be accessed by contacting the TN DCS Administrative Procedures Division at: 200 Athens Way, 2nd Floor Suite B, Nashville, TN 37243 (Using Fed Ex or UPS 37228); Phone: 615-741-1110; Fax: 615-741-4518.
<b>IX. PAYMENT AND SERVICE TRANSFER</b>	
A.	This Agreement shall remain in effect regardless of the state in which the adoptive parent(s) are living. Post Adoptive Service availability may vary based upon the child's state of residence.
<b>X. POST-ADOPTION SERVICES</b>	
A.	Tennessee Adoption Support and Preservation (ASAP) is an innovative and collaborative program provided statewide through Harmony Family Center.
B.	ASAP assists families in accessing services that support permanency by offering crisis intervention, support groups, relief teams, and mentors.
C.	Any family with a finalized adoption of a child who was in the guardianship of the Agency immediately prior to the finalization of the adoption and who is currently a minor is eligible to receive these services.
D.	Families may directly contact the ASAP hotline to get started at 1-888-848-2727 or visit the ASAP website at <a href="http://www.tnasap.org">www.tnasap.org</a> .
E.	Post Adoption Services are subject to funding availability.
<b>XI. ADOPTION TAX CREDIT</b>	
A.	Families who adopt a special needs child may be eligible to receive an adoption tax credit through the federal government. More information regarding the credit can be obtained through consultation with a tax professional or by visiting the following web sites:  <a href="http://www.nacac.org/">http://www.nacac.org/</a> <a href="http://www.irs.gov/">http://www.irs.gov/</a>
<b>XII. INDEPENDENT LIVING SERVICES FOR YOUTH ADOPTED AT AGE 16 YEARS OR OLDER</b>	
A.	Youth who exited state custody at age sixteen (16) or older by adoption may be eligible for Independent Living Wraparound funding. This funding is established as a resource to support the provision of certain Independent Living Services for eligible youth and young adults.
B.	Youth who exit state custody at age sixteen (16) or older by adoption may also be eligible for an Education and Training Voucher (ETVs). ETVs are only utilized to fund expenses for eligible post-secondary institutions.
C.	The Education and Training Voucher may provide up to \$2500 semester/up to \$5000 per year.
D.	Please contact the Office of Independent Living at 844-887-7277 or email <a href="mailto:EI_DCS_Independent_Living_Referral@tn.gov">EI_DCS_Independent_Living_Referral@tn.gov</a> to learn more about the services the child may be eligible for.
<b>XII. TITLE IV-E FOSTERING CONNECTIONS OVER THE AGE OF 16 AT ADOPTION FINALIZATION WHICH OCCURRED ON OR AFTER JANUARY 1, 2023</b>	
<b>A. Notification of Change</b>	
1.	It is incumbent upon the adopting parent to notify the DCS Subsidy Unit or any successor unit of changes that may impact the youth's eligibility for adoption assistance or eligibility for adoption assistance in a different amount. These changes may include but are not limited to any of the circumstances identified under this section or any changes identified in Section VI, Notification of Change.
	a. The youth is no longer employed at least 80 hours per month. Changes in employment must be submitted to DCS.
	b. The youth is no longer participating in a program designed to remove barriers to employment.
	c. The youth is no longer attending high school full time (high school or equivalent, post-secondary or Vocational education).
	d. The youth gains their capacity to maintain employment or attend school who was previously determined incapable due to a documented medical condition
<b>B. Renewing the Agreement</b>	

<p>1. Children determined eligible for Title IV-E Fostering Connections are not subject to a renewal process. However, it is incumbent upon the Adoptive Parent(s) to keep the Agency's Central Office Subsidy Unit, or any successor unit, apprised of any change in circumstance that would make the child ineligible for the adoption assistance program or eligible for a payment in a different amount.</p>
<p><b>C. Terminating the AA Agreement. The adoption assistance agreement will be subject to termination if any of the following circumstances exist.</b></p>
<p>1. The terms of the Agreement have concluded.</p>
<p>2. The Adoptive Parent(s) request termination.</p>
<p>3. The Adoptive Parent(s)'s legal responsibility to the child ends.</p>
<p>4. The Agency determines that the Adoptive Parent(s) is not financially supporting the child.</p>
<p>5. The child marries.</p>
<p>6. The child enlists in military service.</p>
<p>7. The child is approved for and begins receiving benefits from the Extension of Foster Care (EFC) program.</p>
<p>8. The Agency determines that a child was made eligible for the adoption assistance program in error. The Agency reserves the right to terminate the adoption assistance agreement due to error or oversight concerning the determination of eligibility for the adoption assistance program.</p>
<p>9. The child dies.</p>
<p>10. The Adoptive Parent(s) dies.</p>
<p>11. If a youth who is age eighteen (18) or older ceases to meet ANY of the following criteria to remain eligible for the Adoption Assistance beyond the age of eighteen (18):</p>
<p>a. Full-time school attendance (high school or equivalent, post-secondary or vocational education);</p>
<p>b. Incapable of employment or attending school due to a documented medical condition;</p>
<p>c. Participating in a program designed to promote or remove barriers to employment;</p>
<p>d. Employed for at least eighty (80) hours per month.</p>
<p>12. The youth reaches the age of twenty-one (21).</p>
<p><b>XIII. TITLE IV-E</b></p>
<p><b>A. Notification of Change</b></p>
<p>1. It is incumbent upon the adopting parent to notify the DCS Subsidy Unit or any successor unit of changes that may impact the youth's eligibility for adoption assistance or eligibility for adoption assistance in a different amount. These changes may include but are not limited to any of the circumstances identified under this section or any changes identified in Section VI, Notification of Change.</p>
<p>a. The youth is no longer diagnosed with a moderate to severe disability/handicapping condition, documented by a licensed provider, which requires treatment, to warrant the continuation of the Title IV-E subsidy payment.</p>
<p>b. The youth is no longer diagnosed with a disability/handicapping condition, documented by a licensed provider, which substantially limits the child or youth in one or more major life functions, to warrant the continuation of the Title IV-E subsidy payment.</p>
<p><b>B. Renewing the Agreement</b></p>
<p>1. Children determined eligible for Title IV-E are not subject to a renewal process. However, it is incumbent upon the Adoptive Parent(s) to keep the Agency's Central Office Subsidy Unit, or any successor unit, apprised of any change in circumstance that would make the child ineligible for the adoption assistance program or eligible for a payment in a different amount.</p>
<p><b>C. Terminating the AA Agreement: The adoption assistance agreement will be subject to termination if any of the following circumstances exist.</b></p>
<p>1. The terms of the Agreement have concluded.</p>
<p>2. The Adoptive Parent(s) request termination.</p>
<p>3. The Adoptive Parent(s)'s legal responsibility to the child ends.</p>
<p>4. The Agency determines that the Adoptive Parent(s) is not financially supporting the child.</p>
<p>5. The child marries.</p>
<p>6. The child enlists in military service.</p>
<p>7. The child is approved for and begins receiving benefits from the Extension of Foster Care (EFC) program.</p>
<p>8. The Agency determines that a child was made eligible for the adoption assistance program in error. The Agency reserves the right to terminate the adoption assistance agreement due to error or oversight concerning the determination of eligibility for the adoption assistance program.</p>

9. The child dies.	
10. The Adoptive Parent(s) dies.	
11. If the child has reached the age of eighteen (18), the initial Adoption Assistance agreement was made effective prior to July 1, 2012, and the youth does not have a disability/handicapping condition, documented by a licensed provider, which requires treatment, to warrant the continuation of the Title IV-E subsidy payment;	
12. If the youth has reached the age of eighteen (18), the initial Adoption Assistance agreement was made effective on or after July 1, 2012, and the youth does not have a moderate to severe disability/handicapping condition, documented by a licensed provider, which requires treatment or substantially limits the child or youth in one or more major life functions, to warrant the continuation of the Title IV-E subsidy payment.	
13. The youth reaches the age of twenty-one (21).	
<b>SIGNATURES FOR INITIAL OR TERMINATION:</b>	
Adoptive Parent:	Date:
Adoptive Parent:	Date:
<b>NOTARIZED SIGNATURES FOR AMENDED, RENEWAL OR REVISION:</b>	
By signing below, I/we certify that I/we am/are still <b>legally responsible for the support of the child</b> and <b>providing financial support for the child</b> .	
Adoptive Parent:	Date:
Sworn to and subscribed before me this _____ day of _____, 20_____ My commission expires _____ Notary Public	Notary Public Seal
Adoptive Parent:	Date:
Sworn to and subscribed before me this _____ day of _____, 20_____ My commission expires _____ Notary Public	Notary Public Seal
Permanency/Subsidy Specialist Signature:	Date
DCS Supervisor Signature:	Date