

Rule Summary and Fiscal Analysis (Part A)**Department of Job and Family Services**

Agency Name

Division of Social Services

Division

Michael Lynch

Contact

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5101:2-49-21

Rule Number

AMENDMENT

TYPE of rule filing

Rule Title/Tag Line

**Reimbursement of nonrecurring adoption expenses for a child
with special needs.****RULE SUMMARY**

1. Is the rule being filed consistent with the requirements of the RC 119.032 review? **Yes**

2. Are you proposing this rule as a result of recent legislation? **No**

3. Statute prescribing the procedure in accordance with the agency is required to adopt the rule: **119.03**

4. Statute(s) authorizing agency to adopt the rule: **5101.141**

5. Statute(s) the rule, as filed, amplifies or implements: **5101.11**

6. State the reason(s) for proposing (i.e., why are you filing,) this rule:

This rule is proposed for amendment as a result of the five-year review.

7. If the rule is an AMENDMENT, then summarize the changes and the content of the proposed rule; If the rule type is RESCISSION, NEW or NO CHANGE, then summarize the content of the rule:

This rule sets forth the requirements for reimbursement of nonrecurring adoption expenses for a child with special needs. Minor changes are proposed to provide clarity and update the revision dates on forms.

8. If the rule incorporates a text or other material by reference and the agency claims the incorporation by reference is exempt from compliance with sections 121.71 to 121.74 of the Revised Code because the text or other material is **generally available** to persons who reasonably can be expected to be affected by the rule, provide an explanation of how the text or other material is generally available to those persons:

This rule incorporates one or more references to another rule or rules of the Ohio Administrative Code. This question is not applicable to any incorporation by reference to another OAC rule because such reference is exempt from compliance with RC 121.71 to 121.74 pursuant to RC 121.76(A)(3).

This rule incorporates one or more dated references to an ODJFS form or forms. Each cited ODJFS form is dated and is generally available to persons affected by this rule via the inner-web at <http://innerapp.odjfs.state.oh.us/forms/inner.asp> or on the inter-net at <http://www.odjfs.state.oh.us/forms/inter.asp> in accordance with RC 121.75(E).

9. If the rule incorporates a text or other material by reference, and it was **infeasible** for the agency to file the text or other material electronically, provide an explanation of why filing the text or other material electronically was infeasible:

Not Applicable.

10. If the rule is being **rescinded** and incorporates a text or other material by reference, and it was **infeasible** for the agency to file the text or other material, provide an explanation of why filing the text or other material was infeasible:

Not Applicable.

11. If **revising** or **refiling** this rule, identify changes made from the previously filed version of this rule; if none, please state so. If applicable, indicate each specific paragraph of the rule that has been modified:

Not Applicable.

12. 119.032 Rule Review Date: 3/14/2014

(If the rule is not exempt and you answered NO to question No. 1, provide the scheduled review date. If you answered YES to No. 1, the review date for this rule is the filing date.)

NOTE: If the rule is not exempt at the time of final filing, two dates are required: the current review date plus a date not to exceed 5 years from the effective date for Amended rules or a date not to exceed 5 years from the review date for No Change rules.

FISCAL ANALYSIS

13. Estimate the total amount by which *this proposed rule* would **increase / decrease** either **revenues / expenditures** for the agency during the current biennium (in dollars): Explain the net impact of the proposed changes to the budget of your agency/department.

This will have no impact on revenues or expenditures.

\$0.00

No impact on current budget.

14. Identify the appropriation (by line item etc.) that authorizes each expenditure necessitated by the proposed rule:

Not Applicable.

15. Provide a summary of the estimated cost of compliance with the rule to all directly affected persons. When appropriate, please include the source for your information/estimated costs, e.g. industry, CFR, internal/agency:

No new costs.

16. Does this rule have a fiscal effect on school districts, counties, townships, or municipal corporations? **No**

17. Does this rule deal with environmental protection or contain a component dealing with environmental protection as defined in R. C. 121.39? **No**

S.B. 2 (129th General Assembly) Questions

18. Has this rule been filed with the Common Sense Initiative Office pursuant to

R.C. 121.82? **Yes**

19. Specific to this rule, answer the following:

A.) Does this rule require a license, permit, or any other prior authorization to engage in or operate a line of business? **Yes**

A Public Child Placing Agency (PCPA) and Private Non-custodial Agency (PNA) must have a license that issued through the Ohio Department of Job and Family Services to place children for adoption.

B.) Does this rule impose a criminal penalty, a civil penalty, or another sanction, or create a cause of action, for failure to comply with its terms? **No**

C.) Does this rule require specific expenditures or the report of information as a condition of compliance? **Yes**

This proposed rule requires Public Children Placement Agencies (PCPAs) and Private Non-Profit Agencies (PNAs) to notify anyone inquiring about adoption services of the availability of the nonrecurring adoption expenses, the application process, and provide them with the JFS 01421 "Application for Reimbursement of Nonrecurring Adoption Expenses Incurred in the Adoption of a Child with Special Needs" (rev. 1/2004). If the PCPA has custody of the child, the agency is responsible for providing all required information and documentation to the PCSA that is responsible for determining eligibility for the nonrecurring adoption expenses reimbursement.

ADOPTION ASSISTANCE AGREEMENT

ASSISTANCE AGREEMENT

The following assistance agreement, hereinafter called "the agreement" has been entered into by and between hereinafter called "agency," and the adoptive/adopting parent(s), hereinafter called the "adoptive parent(s)," residing at .

This is an: ☐ Initial Agreement ☐ Amended Agreement Effective (MM/YY)

ARTICLE I: GENERAL PROVISIONS

1. The adoptive parent(s) represents that he/she/they (please check one below):
 1. ☐ Intend to adopt a child now under the permanent custody; (Agency Name) Or
 2. ☐ Have adopted a child formerly under the permanent custody of the (Agency Name)
2. The adopted name of such child is (Child's Name)
3. Adoption assistance may begin no earlier than the date the child is placed for adoption. The adoption assistance agreement must be signed by the adoptive parent(s) and the agency prior to the final decree of adoption, unless the child is determined eligible for adoption assistance after a final decree of adoption as the result of an appeal through the state hearing system.
4. The initial adoption assistance agreement or any that is subsequently amended shall remain in effect regardless of the county or state in which the adoptive parent(s) and the adoptive child are residents.
5. The agreement remains in effect as long as the adoptive parent(s) continues to be legally responsible for the child's care and **continues to provide support for the child through the month of the child's eighteenth birthday**, or 21 years of age if the child has a mental or physical disability.
6. The adoption assistance payment shall be paid to the adoptive parent(s) to assist the adoptive parent(s) in incorporating the child into the adoptive family and meeting any ongoing needs of the adoptive child. The adoption assistance payment is not restricted to meeting the daily support of the child, but may be used or put aside to fund any other needs of the child, including such services as education.
7. The agreement may be amended or terminated at any time by the mutual consent of the adoptive parent(s) and the agency.
8. Both the adoptive parent(s) and agency are legally bound by this agreement.

ARTICLE II : OBLIGATIONS OF ADOPTIVE PARENTS

1. The adoptive parent(s) will
 - Notify the agency within fifteen days of a change if they are no longer legally responsible for the child's care, no longer has providing support to meet the child's needs, the child emancipated, or they move.
 - Comply with any interstate requirements for adoption assistance in the event that the family moves to another state.
 - Notify the PCSA if health care insurance coverage is made available to the child and submit the [JFS 06612](#) "Health Insurance Information Sheet" (Rev. 5/2001).
 - Provide documentation that the child is enrolled in school or is incapable of attending school full-time by completing and returning the JFS 1451-B "Title IV-E Adoption Assistance annual assurance of legal responsibility, school attendance and eligibility for continued Medicaid Coverage" (Rev. 1/2014).

ARTICLE III: OBLIGATION OF THE AGENCY ADMINISTRATION

1. The agency will notify the adoptive parent(s) of changes in agency, state, or federal policy that have a potential affect on the amount of the adoption assistance payment.
2. The agency will verify annually the child's continuing eligibility for adoption assistance. The criteria for continuing eligibility are:
 - The adoptive parent(s) continues to be legally responsible for the child's care;
 - The adoptive parent(s) continues to provide support for the child;The child is under 18 years of age, or 21 years of age if the child has a mental or physical disability.

ARTICLE IV: ADOPTION ASSISTANCE PAYMENT

1. The agency has provided the adoptive parent(s) with complete information about the child's family background and medical history.
2. The agency has discussed the child's existing and anticipated emotional, medical, mental, developmental or physical problems in light of the child's family background and medical history.
3. The agency and the adoptive parent(s) have had an extensive discussion about the child's present and future service needs and the adoptive parent's/parents' ability to incorporate the child into the adoptive family and to meet the child's needs.
4. The agency has presented the adoptive parent(s) with complete information about the Title IV-E adoption assistance program and other state and federal adoption assistance programs of potential relevance to the child and the adoptive family.
5. Adoption assistance payments in the amount of \$ per month will be provided on behalf of (child's adoptive name) .

ARTICLE V: MEDICAL CARE

1. The child is eligible for Medicaid benefits provided under Title XIX of the Social Security Act for as long as the agreement is in effect.
2. The child is eligible for Medicaid benefits in the state where he or she resides.

ARTICLE VI: TITLE XX SOCIAL SERVICES AND OTHER SERVICES

1. The child is eligible for Title XX funded social services as long as the agreement is in effect.
2. The child is eligible for Title XX funded social services in the state in which he/she resides. If a needed service(s) specified in the adoption assistance agreement is not available in the new state of residence, the state making the original adoption assistance payments remains financially responsible for providing the specified service(s).
3. If the adoptive child moves to another Ohio county, the child will be provided with Title XX funded social services in the county where the child resides. If any of the Title XX funded social services specified in the adoption assistance agreement are not available in the county where the child resides, the county which entered into the adoption assistance agreement shall be responsible for providing/securing those services. Nothing shall prohibit the adoptive parent(s) from applying for Title XX funded social services in the county of residence, even if the services are not already specified in the adoption assistance agreement.
4. The child will be provided the following Title XX funded social services.

5. The agency shall provide or secure funding for the following services, whether or not they are available through Title XX.

ARTICLE VII: TERMINATION

1. The agreement is subject to termination when the child reaches the age of 18, unless the child has a mental or physical disability. If the child has a mental or physical disability, the agreement may continue until the child reaches the age of 21 pursuant to 5101:2-49-04.
2. The agreement is subject to termination if the agency determines that the adoptive parent(s) is no longer legally responsible for the child's care, no longer providing support to meet the child's needs, or child emancipates.

ARTICLE VIII: APPEAL

1. The adoptive parent(s) may appeal any agency decision to deny, reduce or terminate adoption assistance or to deny the amount of adoption assistance payment requested by the adoptive parent(s).
2. The agency must inform the adoptive parent(s) in writing of any decision to deny, reduce, or terminate adoption assistance or to deny the amount of the adoption assistance payment requested by the adoptive parent(s). The notice of denial must inform the adoptive parent(s) of the right to appeal through a state hearing as well as the procedure for requesting a state hearing.
3. The adoptive parent(s) may also appeal through a request for a state hearing in any case in which the agency fails to inform the adoptive parent(s) about potential financial, medical, or service benefits that may be available to the child through the Title IV-E adoption assistance program.

SIGNATURES

Adoptive Mother's Signature	Date (mm/dd/yyyy)
Adoptive Father's Signature	Date (mm/dd/yyyy)
Authorized Agency Representative's Signature	Date (mm/dd/yyyy)

Ohio Department of Job and Family Services

AGREEMENT FOR PAYMENT OR REIMBURSEMENT FOR NONRECURRING EXPENSES INCURRED IN THE ADOPTION OF A CHILD WITH SPECIAL NEEDS

SECTION I: GENERAL PROVISIONS

1. The following agreement has been entered into by and between _____ hereinafter called "Agency" and the adoptive/adopting parent(s), hereinafter called the "Adoptive Parent(s)," residing at _____
2. The adoptive name of the child _____

SECTION II: GENERAL TERMS OF THE AGREEMENT

1. The adoptive parent(s) and the agency concur that the provisions for payment or reimbursement of nonrecurring adoption expenses apply to adoptions which have been legally finalized or disrupted prior to finalization.
2. The adoptive parent(s) and the agency concur that the provisions of this agreement will apply only to:
 - a) Nonrecurring adoption expenses incurred or paid by the adoptive parent(s).
 - b) Nonrecurring adoption expenses paid by the agency on behalf of the adoptive parent(s).
3. The adoptive parent(s) and the agency concur that payment or reimbursement will include only those nonrecurring adoption expenses for which a bill or fee has been charged and for which the adoptive parent(s) is ultimately liable (*i.e. the cost of services that the Agency is not required to provide or to pay*).

SECTION III: SPECIFIC TERMS OF THE AGREEMENT

The adoptive parent(s) and the agency agree to the following procedures for payment or reimbursement of the nonrecurring expenses of adoption with the understanding that total payments or reimbursement will not exceed \$1,000 per child for each adoption. Check each arrangement below which applies to this agreement.

1. The agency has reimbursed _____, and/or agrees to provide reimbursement to _____, the adoptive parent(s), for the following adoption expenses following payment by the adoptive parent(s)

- | | |
|--|---|
| <input type="checkbox"/> Adoption Home Study | <input type="checkbox"/> Reasonable and Necessary Adoption Fees |
| <input type="checkbox"/> Health Examination Related to the Adoption Study | <input type="checkbox"/> Supervision of the Placement |
| <input type="checkbox"/> Legal Expenses | <input type="checkbox"/> Transportation, Lodging and Food |
| <input type="checkbox"/> Psychological Examination Related to the Adoption Study | |

2. The agency has paid _____, and agrees to make payment(s) to _____, service provider(s) on behalf of the adoptive parent(s) for the following adoption expenses incurred by the adoptive parent(s)

- | | |
|--|---|
| <input type="checkbox"/> Adoption Home Study | <input type="checkbox"/> Reasonable and Necessary Adoption Fees |
| <input type="checkbox"/> Health Examination Related to the Adoption Study | <input type="checkbox"/> Supervision of the Placement |
| <input type="checkbox"/> Legal Expenses | <input type="checkbox"/> Transportation, Lodging and Food |
| <input type="checkbox"/> Psychological Examination Related to the Adoption Study | |

3. The agency agrees to submit a claim on behalf of the adoptive parent(s) to the Ohio Department of Job and Family Services for payment or reimbursement of the following nonrecurring adoption expenses incurred or paid by the adoptive parent(s)

- | | |
|---|---|
| <input type="checkbox"/> Adoption Home Study | <input type="checkbox"/> Reasonable and Necessary Adoption Fees |
| <input type="checkbox"/> Health Examination Related to the Adoption Study | <input type="checkbox"/> Supervision of the Placement |
| <input type="checkbox"/> Legal Expenses | <input type="checkbox"/> Transportation, Lodging and Food |

☐ Psychological Examination Related to the Adoption Study

SECTION IV: PAYMENT OR REIMBURSEMENT IF NONRECURRING EXPENSES EXCEED \$1,000

In the event that nonrecurring expenses for the adoption of an individual child exceeds \$1,000, the agency agrees that the adoptive parent(s) may choose the expenses to claim for payment or reimbursement from among the expenses they have not received previous payment or reimbursement.

SECTION V: VERIFICATION BY THE ADOPTIVE PARENT(S)

1. The adoptive parent(s) states that they have incurred expenses, or expects to incur expenses which are necessary to complete the placement and adoption of a child with special needs as defined by rule 5101:2-49-03 of the Ohio Administrative Code.
2. The adoptive parent(s) states that the nature and the amounts of the nonrecurring expenses listed in Section III will be accurately reported and documented.
3. The adoptive parent(s) agrees to verify the nonrecurring adoption expenses for which they have received payment or reimbursement from the agency, or which the agency has paid to a service provider in their behalf.
4. The adoptive parent(s) agrees to submit a claim for payment or reimbursement and proof of expenditures only for those additional nonrecurring adoption expenses for which they are financially responsible within two years of the adoption finalization or an adoption disruption before finalization.
5. The adoptive parent(s) understands that if an agreement cannot be reached in the determination of the child as a child with special needs, or the nature and amount of expenses which are eligible for payment or reimbursement, they are entitled to a state hearing in accordance with the policies and procedures contained in Chapter 5101:6-2 of the Ohio Administrative Code.

SECTION VI: VERIFICATION BY THE AGENCY

1. The agency has determined that the adopted child is a child with special needs in accordance with rule 5101:2-49-03 of the Administrative Code.
2. The agency asserts that a copy of this agreement, along with accurate documentation of the nonrecurring adoption expenses itemized in Section III of this agreement, will be maintained in the case record.
3. The adoptive parent(s) and the Agency concur that payment or reimbursement for nonrecurring adoption expenses will not exceed the total sum of \$1,000 for each child.

SECTION VII: AMENDMENT OF THE AGREEMENT

The adoptive parent(s) and the agency concur that this agreement may be amended by mutual consent at any time prior to the finalization of adoption subject to the conditions of Rule 5101:2-49-21 of the Administrative Code.

Adoptive Mother's Signature

Date

Adoptive Father's Signature

Date

Authorized Agency Representative's Signature

Date

A signed copy of this Agreement was given/mailed to the adoptive parent(s) on:

Date (mm/dd/yyyy)