

CHILD AND FAMILY SERVICES AGENCY Foster Care Rates Effective January 1, 2017 Children age 11 and under

<u>Level</u> I - Regular	<u>Daily</u> \$33.69	<u>30 Day Month</u> \$1,010.70	<u>31 Day Month</u> \$1,044.39
II – Special	\$34.36	\$1,030.80	\$1,065.16
III – Handicapped	\$36.53	\$1,095.90	\$1,132.43
IV – Multi-handicap	\$42.87	\$1,286.10	\$1,328.97

Children age 12 and over

<u>Level</u> I - Regular	<u>Daily</u> \$37.92	<u>30 Day Month</u> \$1,137.60	<u>31 Day Month</u> \$1,175.52
II – Special	\$39.29	\$1,178.70	\$1,217.99
III – Handicapped	\$42.01	\$1,260.30	\$1,302.31
IV – Multi-handicap	\$49.50	\$1,485.00	\$1,534.50

Foster Care Rates Effective January 1, 2015 – December 31, 2016

Children age 11 and Under

<u>Level</u> I - Regular	<u>Daily</u> \$33.69	<u>30 Day Month</u> \$1,010.70	<u>31 Day Month</u> \$1,044.39
II – Special	\$34.36	\$1,030.80	\$1,065.16
III – Handicapped	\$36.53	\$1,095.90	\$1,132.43
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Children age 12 and over

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II – Special	\$39.29	\$1,178.70	\$1,217.99
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Methodology:

The MFO mandates that, each year, CFSA raise the level I board rate to reflect the USDA report on the cost of raising a child in the urban South. This report is produced by the Center for Nutrition Policy and Promotion, and the relevant information is found in a table titled: *Estimated annual expenditures on a child by married-couple families, urban South*. Because of the reporting lag, there is always a two year difference. For example, the board rates CY2017 are derived from the 2015 report, which is the most recent report. Each year, a report is produced, which estimates the cost for raising a child. See links:

http://www.cnpp.usda.gov http://www.cnpp.usda.gov/ExpendituresonChildrenbyFamilies.htm

For CY2017, there is no increase for children age 11 and no increase calculated for children age 12 and over.

How the daily rate is calculated:

The table contains estimated annual expenditures for three income levels. CFSA uses the middle income level to compute the daily rate.

- 1) Compute the average total expenses for children age 11 and under (there are four age ranges, so CFSA averages those ranges)
- 2) Divide that number by 365 (this will give a new daily rate for a Level I Board rate).
- 3) Using that number, calculate the % increase over the previous year.
- 4) Apply the percent increase to the level II, III, and IV daily board rates.
- 5) Multiply the daily board rates by 30 and 31, respectively, to fill out the CFSA Chart.
- 6) Repeat steps 1-5 for children age 12 and over (two age ranges).

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Child and Family Services Agency



September 26, 2011

Dear Stakeholders:

This letter is in response to recent questions regarding CFSA's "Adoption and Guardianship Subsidy Policy".

As required by Federal guidelines, CFSA established criteria to determine eligibility for children to receive adoption/guardianship subsidies. These guidelines have been in place for several years with one change made as of FY10 which is explained below. A minimum of one of the established eligibility criteria must be met for each child or youth to receive a subsidy payment. It has come to our attention that the policy is being widely interpreted and questions have arisen about how and who can make subsidy commitments on behalf of CFSA. A copy of the policy is attached, but please also note the following:

- The determination of subsidy eligibility and/or the amount and terms of the subsidy is the responsibility of the CFSA Subsidy Unit.
- The child's social worker should discuss the child's needs and circumstances in advance with the subsidy staff and submit information so that a determination can be made by the subsidy social worker in accordance with timeframes of the finalization.
- Last year, CFSA made a change to the eligibility criteria and policy that reflects the decision to expedite permanency for children and not to use a particular set age as special needs criteria in making a subsidy determination for a child; the previous policy that set the age of two (2) as an eligibility criteria was eliminated. The elimination of this requirement was intended to remove a barrier that lent itself to potential adoptive parents or guardians waiting until age 2 before pursuing permanency. A new age limit will not be established.
- In order to meet the best of interest of children reaching permanency through adoption and guardianship in the District of Columbia, CFSA will consistently apply interpretation of the existing criteria to assure that the needs of children are met. CFSA will consider minority ethnic or racial background as a special needs criterion in the DC area. This category best describes the "special needs" for children in the Washington Metropolitan Region (see attached policy) and is consistent with existing Federal language.

• Adoption and guardianship subsidy benefits will continue to be determined on a case-by-case basis to meet the specific needs of the foster child being adopted, or for whom, guardianship is being granted. If a child does not qualify for an adoption or guardianship subsidy at the time of the adoption or guardianship, a deferred subsidy may be offered if the child has a "high-risk" special need. By definition, a child is categorized as "high-risk" special need when he/she is at risk of developing or manifesting special needs as they age (such as those with a family history of mental illness or exposed to drugs or alcohol in utero). Establishing a deferred subsidy agreement will ensure that an adoptive parent or guardian will have future access to benefits as those needs may arise.

Hopefully this provides sufficient clarification to answer the recent questions and to address any pending concerns. The eligibility criteria from the Adoption and Guardianship policies which discuss how a child qualifies for an adoption or guardianship subsidy is attached. Please direct any questions or comments to Ritu Atwal, Program Manager, at (202) 727-3777/ ritu.atwal@dc.gov or Patricia Johnson, Supervisory Social Worker, at (202) 727-5424/ patricia.rjohnson@dc.gov

Debra Porchia-Usher, Interim Director, Child and Family Services Agency

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Child and Family Services Agency



Adoption Subsidy Policy

Procedure A: Eligibility Criteria

1. In order for a child to qualify for an adoption subsidy, the following criteria shall be met:

- The Agency has determined that the child cannot or should not be returned to the home of his/her parents and the child is legally free for adoption (e.g. TPR, relinquishment of parental rights);
- A specific factor or condition exists which precludes the child from being placed for adoption without financial assistance; and
- A reasonable, but unsuccessful effort has been made to place the child without providing adoption subsidy (i.e. registration on an Adoption Exchange, Wednesday's Child, or other recruitment efforts). In the case of the foster child who has established significant emotional ties with his/her pre-adoptive parent or is being adopted by a relative, CFSA may certify the foster child as eligible for a subsidy without searching for families willing to adopt the child without a subsidy.
- 2. The child is eligible for subsidy when the child is determined to have special needs based on one or more of the following conditions:
 - The child has a chronic medically diagnosed disability that substantially limits one or more major life activities, or requires professional treatment, or assistance in self-care; or
 - The child has been diagnosed by a qualified mental health professional to have a psychiatric condition which impairs the child's mental, intellectual, or social functioning, and for which the child requires professional services; or The child has been determined to be mentally retarded by a qualified medical professional; or
 - The child has been diagnosed by a qualified mental health professional to have a behavioral or emotional disorder characterized by situationally inappropriate behavior which deviates substantially from behavior appropriate to the child's age and interferes significantly with the child's intellectual, social, and personal adjustment; or the child meets all medical or disability requirements of Title XVI of the Social Security Act with respect to eligibility for supplemental security income benefits; or

- The child is a member of a sibling group, in which the siblings should be placed together and the adoptions must be finalized at the same time; or
- The child is of an age or has an ethnic or racial background which presents a barrier to adoption; or
- The child has been legally free for adoption for six (6) months or more and an adoptive placement has not been found.

Guardianship Subsidy Policy

Procedure A: Eligibility Criteria for Guardianship Subsidy

Permanent Guardianship enables children to retain ties to their families of origin and community through placement with kin. When such funding is available, an applicant may be eligible to receive a permanent guardianship subsidy up until the child reaches the age of 21 when all of the following criteria are met:

- 1. The Court has awarded the applicant permanent guardianship over a child.
- 2. The applicant must be licensed in the state where they reside.
- 3. The following criteria are met at the time of the application and were continuously met through the point that the Court awarded permanent guardianship:
 - a. The Court has adjudicated the child to be a neglected child;
 - b. Following the disposition hearing, the Court placed the child in the legal custody of CFSA;
 - c. The child has been determined to meet one of the following special needs criteria:
 - i. Difficult to place for adoption because of age, race, ethnic background, physical or mental condition; or
 - ii. The child is a member of a sibling group which should be placed together; or
 - iii. The child in all likelihood would go without another permanent placement except for her or his acceptance as a member of the permanent guardian's family.
 - d. CFSA has determined that the child's best interest is not met by the permanency plan of either reunification or adoption;
 - e. CFSA has determined that the permanency plan of legal guardianship with the applicant is in the child's best interest; and
 - f. The applicant is qualified in every other way but has a current and potential ongoing financial need for a permanent guardianship subsidy.

GOVERNMENT OF THE DISTRICT OF COLUMBIA Child and Family Services Agency





Re: Application for an Adoption Subsidy for I

Dear

-

Child and Family Services Agency (CFSA) has reviewed your application for an Adoption Subsidy on behalf of the child. The Adoption Subsidy Agreement (Agreement) for your child will include a maintenance payment, Medical Assistance (Medicaid card) and Post Permanency Services. For a child who is residing in or moving to another state after adoption, the child's Medical Assistance (Medicaid card) will be transferred to the new state of residence.

Please read this Agreement in its entirety before signing. As a potential adoptive parent, you have a right to consult with your attorney before signing this Agreement. This Agreement must be submitted to CFSA and receive final agency approval before finalization of the adoption to comply with federal Title IV-E requirements.

The Agreement clearly spells out the benefits to be provided for your child, and identifies the provisions affecting those benefits. It will also specify the circumstances under which the benefits may be changed in the future, and whether such changes require a new Agreement and Agency approval. Please be advised that adoptive parents may request a review of the subsidy agreement. The request must be in writing, summarizing the reason(s) with any supporting documentation attached. Additionally, please find included, information regarding the Adoption Tax Credit (information available at <u>http:// www.irs.gov/taxtopics/tc607.html)</u>. Further information regarding the Adoption Tax Credit can also be found on the North American Council on Adoptable Children (NACAC) website @

http://www.nacac.org/postadopt/taxcredit.html.

Included in your packet are three copies of the Agreement for your review and signature (please return each of the three copies). Once the Agreement is signed and returned by you, and the agency official has given final approval to the Agreement, this will constitute a contract between the adoptive parent(s) and the CFSA subject to the laws of the District of Columbia and the regulations of CFSA. You will be given a copy of the final signed Agreement upon finalization of the Adoption.

If you have any questions or concerns, please contact Chianti Proctor, Subsidy Social Worker at (202) 727-7368 or Patricia Johnson, Supervisory Social Worker at (202) 727-5424.

Sincerely,

Subsidy Social Worker Cc:

Patricia Johnson, Supervisory Social Worker

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Child and Family Services Agency



ADOPTION SUBSIDY AGREEMENT

I, **Construction** (Parent), enter into this Adoption Subsidy Agreement (Agreement) with the District of Columbia Child and Family Services Agency (CFSA).

1. The payments made pursuant to this Agreement are to support financially the care of (child), a <u>female</u> born on who is committed to CFSA and who the Parent (s) are planning to adopt.

2. This Agreement is the sole and complete statement of the funds and services that the Parents shall receive from an adoption subsidy related to the child.

3. This Agreement is effective only upon the receipt of a final order of adoption from the Family Court of the District of Columbia, Superior Court.

4. If a final order of adoption is not received from the Family Court of the District of Columbia, Superior Court within one (1) year of the date that this Agreement is signed, this Agreement is null and void.

5. This Agreement is subject to the requirements of District and federal laws, statutes and regulations, including, but not limited to, D.C. Official Code § 4-301.

6. This Agreement shall remain in full force and effect regardless of the Parent's state of residence.

Statement of Need

7. The Parent cannot adopt the child without an adoption subsidy. The Parent cannot afford to adopt the child without a maintenance subsidy, as she feels she cannot meet her needs otherwise.

Adoption Subsidy Agreement -

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200 I Street, SE + Washington, DC 20003 Web: www.dcchildandfamilyservices.com

Eligibility

8. The Parent is eligible to receive an adoption subsidy because the child has special needs that make her difficult to place for adoption because she:

- X_ a. Is of an age or has an ethnic or racial background which presents a barrier to adoption;
 - ____b. Is a member of a sibling group in which the siblings should be placed together;
 - ____c. Has a physical or mental condition as follows:

9. The following evaluations and/or reports are contained in the child's adoption subsidy file: Psychological evaluation dated contained in the child's record. Individualized Educational Plan dated contained Evaluations and/or medical reports received after the effective date of this Agreement shall be maintained in the adoption subsidy file and may be utilized in future amendment to this Agreement in accordance with ¶ 17 of this Agreement.

10. The Parents shall notify the CFSA Subsidy Unit immediately and in writing if there is a change in the child's circumstances that may affect eligibility as set out in ¶8 of this Agreement.

Subsidy Amount and Services

- 11. The Parents shall receive the following adoption subsidy amount and services:
 - a. Payment for non-recurring adoption expenses for a contested adoption, as follows:
 - Amount: One time payment, not to exceed two thousand dollars (\$2,000).
 - Use: To pay for attorney's fees, court costs and other expenses associated with the adoption proceeding.
 - b. Direct monthly payments for the child's maintenance, as follows:
 - Amount: <u>\$31.06per day. Thirty-one dollars and six cents per day which</u> equals \$962.86 per 31day (Level 1)
 - Use: For maintenance costs necessary for the child's care and well-being.
 - c. Social services, as follows:
 - Will be provided under Title XX of the Social Security Act (homemaker services, day care, and protective services) in accordance with the procedures of the District of Columbia or of the State in which the child resides. For social services

Adoption Subsidy Agreement –

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200 I Street, SE • Washington, DC 20003 Web: www.dcchildandfamilyservices.com provided in the District of Columbia under Title XX but not offered by the child's State of residence, the District of Columbia, Child and Family Services Agency shall remain financially responsible for the provision of the services.

12. CFSA will reimburse the Parents for their payment of a service set forth in ¶11 of this Agreement upon submission of a cancelled check or other proof of payment, and a detailed invoice on the provider's letterhead. Alternatively, CFSA will pay the provider based on submission of a detailed invoice on the provider's letterhead.

13. The Parents are eligible to receive, on behalf of the child, medical benefits provided for under Title XIX of the Social Security Act (Medicaid) as follows:

- a. If the Parents reside in the District of Columbia, the child is eligible to receive Medicaid benefits through the District of Columbia.
- b. If the Parents reside outside of the District of Columbia, and within the United States, the child will receive Medicaid in the state which they reside. The District of Columbia is a member of the Association of Administrators of the Interstate Compact on Adoption and Medical Assistance (ICAMA). Under the provisions of ICAMA, children adopted from one state who reside in a different state are eligible to receive Medicaid through the state in which they reside. CFSA will submit an application for Medicaid benefits on behalf of the child to the state in which the child resides. The coordination of medical services for the child will be the responsibility of the Parents and the Medicaid office in the state of residence.
- c. If the Parents reside outside of the United States, Medicaid is not available.

14. It is understood that educational services, tuition, tutoring or related services will not be included in the subsidy agreement, as these services are to be covered through the public school system. Subsidy does not pay for any therapeutic services (physical, occupational, speech/language, psycho/developmental), which can be obtained through the public school system or Medicaid. Daycare services will not be paid through the adoption subsidy. Payment for transportation services will not be included in the Subsidy Agreement.

15. Upon request, the Parents may also receive post-adoption services, which may include advocacy, support, information and referral and education.

16. Except as provided by ¶ 19 of this Agreement, the child's subsidy shall terminate upon reaching twenty-one (21) years of age.

Review of Agreement

17. This Agreement shall be reviewed: at least annually to determine the need for continuance of the adoption subsidy; when changed conditions arise that indicate that the Parents are no longer financially responsible for the child; or when the Parents submit a

Adoption Subsidy Agreement -

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written request for a review setting forth reasons why this Agreement should be changed.

18. This Agreement may be modified or amended by a written addendum, signed by each of the parties, following a review as set forth in **§**17 of this Agreement.

Termination of Agreement

19. This Agreement shall terminate: (1) on the child's twenty-first (21st) birthday; (2) upon the death of both Parents or the death of the child; (3) if the child is no longer receiving support from the Parents; (4) if for a reason other than the child's being twenty-one (21) years of age or older, the Parents are no longer legally responsible for the support of the child; or (5) any other circumstance that would make the Parents ineligible for assistance payments.

20. The Parents shall notify the CFSA Subsidy Unit within two weeks of the occurrence of any of the factors listed in \P 17 or 19 of this Agreement.

Appeal

21. As a recipient(s) of an adoption subsidy, if the Parents are aggrieved by a decision of CFSA in connection with the denial, reduction, suspension or termination of the subsidy, the Parents may appeal the decision in accordance with 29 DCMR Chapter 59 or otherwise in accordance with law.

This Agreement represents the entire Agreement between the District of Columbia Child and Family Services Agency.

The Parents have received a copy of this Agreement.

The latest date of signing below is the date of this Agreement.



Ritu Atwal, Program Manager Family Resources Division Child and Family Services Agency of the District of Columbia

Date

doption Subsidy Agreement -	-
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GOVERNMENT OF THE DISTRICT OF COLUMBIA Child and Family Services Agency





PERMANENT GUARDIANSHIP SUBSIDY AGREEMENT

I, Agreement Guardianship Subsidy Agreement ("Agreement") with the District of Columbia Child and Family Services Agency ("CFSA").

1. The payments made pursuant to this Agreement are made to financially support the care of the second ("child"), a female born who is legally committed to CFSA's custody.

2. I understand and agree that this Agreement is the sole and complete statement of the funds and services that I shall receive from a permanent guardianship subsidy related to the child.

3. I understand and agree that this Agreement is effective only upon the receipt of an order of permanent guardianship from the Family Court of the District of Columbia Superior Court.

4. I understand and agree that if an order of permanent guardianship is not received from the Family Court of the District of Columbia Superior Court within one (1) year of the date this Agreement is signed, this Agreement is null and void.

5. I understand and agree that this Agreement is subject to the requirements of District law, including but not limited to DC Official Code, 16-2399.

6. I understand and agree that this Agreement shall remain in full force and effect regardless of my state of residence.

7. I understand and agree that I may review this Agreement with my attorney prior to signing, and that I have had the opportunity to review this Agreement with my attorney.

_____ initial here if you choose not to have the Permanent Guardianship Subsidy Agreement reviewed by your attorney

nitial here if your attorney has reviewed the Permanent Guardianship Subsidy Agreement

Permanent Guardianship Subsidy Agreement

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Eligibility

8. I understand and agree that to the extent funds are available, I am eligible to receive a permanent guardianship subsidy because: (1) the court has awarded me permanent guardianship over the child; (2) I am the child's kinship caregiver¹ for at least the six continuous months immediately preceding application for the subsidy, and continued to be the child's kinship caregiver when the court entered the permanent guardianship order; (3) CFSA has determined that the child's best interest is not met by the permanency plan of either reunification or adoption; (4) CFSA has determined that the permanency plan of legal guardianship with me is in the child's best interest; and (5) the following criteria were met for the child at the time I applied for the subsidy and were continuously met through the point that the court awarded permanent guardianship: (a) the court has adjudicated the child to be a neglected child; (b) following a dispositional hearing, the court placed the child in CFSA's legal custody; and (c) the child:

X is a member of a sibling group

Would be difficult to place for guardianship because of her racial or ethnic background, or physical or mental disability

X Is at least two (2) years of age, and would likely not be placed in a permanent placement but for her acceptance as a member of the applicant's family

Subsidy Amount and Services

9. I understand and agree that I will receive the following:

- X Total cost of non-recurring expenses associated with obtaining legal guardianship to the extent the total cost does not exceed \$2000.00.
- _____ Short-term payments in the amount of ______, which will be paid ______ and which are intended to meet the cost of integrating the child into this family by _____

X District of Columbia Medicaid, or Title XIX Medicaid in the State where the Child resides.

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ASAD

¹ To be a "kinship caregiver" the applicant must provide full-time parenting and protection of a kin foster child and either (1) reside in the District and be licensed as a foster parent by CFSA, or (2) reside outside of the District, be licensed as a foster parent by the jurisdiction of residence, and be approved by CFSA to provide foster care to the child.

10. I understand and agree that upon written request to the CFSA Family Resource Division, I may also receive post-guardianship services, which may include advocacy, support, and information and referral.

11. I understand and agree that the long-term payment will be received monthly beginning the first day of the month immediately following the order of the Court awarding permanent guardianship and will continue to be paid monthly unless terminated pursuant to this Agreement or otherwise in accordance with law.

12. I understand and agree that the amount of the long-term payment is based on my federal adjusted gross income, on the amount of the foster care board and care payment that I receive for the child's care at this time (which is determined /day), and the payment schedule for the long-term permanent guardianship subsidy as set forth in 29 DCMR Ch. 61.

13. I understand and agree that payments or services shall be received pursuant to Paragraphs 9 and 10 of this Agreement only to the extent that funds are available for those purposes.

Review of Long-Term Subsidy and Agreement

14. I understand and agree that any long-term payment will be reviewed at least annually, and that the amount of the long-term payment may be revised based on, but not limited to, my federal adjusted gross income; the payment schedule for the long-term permanent guardianship subsidy rates as set forth in 29 DCMR Ch.61; and, with my consultation, CFSA's determination that my circumstances or the service needs of the child indicated in item #1 of this agreement warrant such revision.

15. I understand and agree that CFSA shall review this Agreement: (1) annually; (2) whenever CFSA has information that indicates that any of the conditions set forth in Paragraph 17 apply; (3) whenever changes in the payment schedule for the long-term permanent guardianship subsidy as set forth in 29 DCMR Ch. 61 or the child's age would change the permanent guardianship subsidy amount; or (4) upon my request.

16. I understand and agree that if I fail to cooperate with CFSA in the conduct of the review, CFSA may terminate the permanent guardianship subsidy.

Termination of Agreement

17. I understand and agree that this Agreement shall terminate: (1) based on information learned through a review as set forth in Paragraph 14 or 15; (2) if I die or am removed from the position of permanent guardian; (3) upon the earlier of the child's: (a) 21st birthday; (b) residence outside my home, unless I can demonstrate that I retain financial responsibility for the child and the child is attending a residential school; (c) marriage; (d) death; or (e) enlistment in the military.

18. I understand and agree that I shall notify CFSA within two weeks of the occurrence of any of the factors listed in Paragraph 17 (3)(a-e) of this Agreement. I further agree to notify CFSA within two weeks of my change of address.

Permanent Guardianship Subsidy Agreement

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CESY

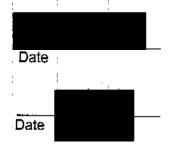
Appeal

19. I understand and agree that, as a recipient of a permanent guardianship subsidy, if I am aggrieved by a decision of CFSA in connection with the denial, reduction, suspension, or termination of the subsidy, I may appeal that decision in accordance with 29 DCMR Chapter 59 or otherwise in accordance with law. I may not appeal any terms within this permanent guardianship subsidy agreement.

This Agreement represents the entire Agreement between and CFSA.

The latest date of signing below is the date of this Agreement.

Prospective Permanent Guardian
Program Manager
Family Resources Division
D.C. Child and Family Services Agency



Permanent Guardianship Subsidy Agreement

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Subsidy Resources and Information

- A. CFSA Program Policy, Adoption Subsidy (5-11)
 - a. <u>https://cfsa.dc.gov/sites/default/files/dc/sites/cfsa/publication/attachments/Program%</u> 20-%20Adoption%20Subsidy%20%28final%29%20rev%205-3-2011%28H%29_4.pdf

B. CFSA Program Policy, Permanent Guardianship Subsidy (6-11)

a. <u>https://cfsa.dc.gov/sites/default/files/dc/sites/cfsa/publication/attachments/Program%</u> <u>20-%20Permanent%20Guardianship%20Subsidy%20%28FINAL%202015%29_0.pdf</u>

C. CFSA Administrative Issuance, Guardianship and Grandparent Subsidy (2-09)

a. <u>https://cfsa.dc.gov/sites/default/files/dc/sites/cfsa/publication/attachments/AI%20-</u> <u>%20Guardianship%20and%20Grandparent%20Subsidies%20%28final%29%28H%29_1.p</u> <u>df</u>

D. North American Council on Adoptable Children, D.C. Subsidy Profile

a. <u>https://www.nacac.org/help/adoption-assistance/adoption-assistance-us/state-programs/district-of-columbia-adoption-assistance-program/</u>

E. Grandparent Subsidy Application

a. <u>https://cfsa.dc.gov/sites/default/files/dc/sites/cfsa/publication/attachments/GCP%20A</u> pplication%202015.pdf

