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STATE OF HAWAI‘I

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FIRST CIRCUIT
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IN THE CIRCUIT COURT OF THE FIRST CIRCUIT
STATE OF HAWAI‘I

JOHN ROE NO. 121,

Plaintiff,

vs.

STATE OF HAWAI‘I; JOHN A. TEIXEIRA;
JOHN DOES 1-10; DOE CORPORATIONS
1-10; DOE PARTNERSHIPS 1-10; DOE
NON-PROFIT ENTITIES 1-10; and DOE
GOVERNMENTAL ENTITIES 1-10,

Defendants.

CIVIL NO.: 1CC191001419
(Other Non-Motor Vehicle Tort)

JOINT TRIAL EXHIBIT 54

Judge: Honorable Kevin T. Morikone
Trial: April 22, 2024

Attachment

State of Hawaii
Department of Human Services
SOCIAL SERVICES DIVISION
CHILD WELFARE SERVICES BRANCH

PERMANENCY ASSISTANCE AGREEMENT

This agreement has been entered into by and between the Department of Human Services, Social Services Division, Child Welfare Services Branch, hereafter called the "Department" and

[Redacted]
(Legal Guardian(s)/Permanent Custodian(s)' Full Name(s))
[Redacted] (Address) [Redacted] (Tel.No.), hereafter

called the "legal guardians" or "permanent custodians" for the purpose of assisting in the support of [Redacted] (Child's First Name, M.I., Last Name), [Redacted] (Birthdate), [Redacted] (Soc.Sec.No.)

This agreement shall remain in effect regardless of the state in which the legal guardians/permanent custodians reside at any given time.

☒ Initial Agreement: The prospective legal guardian(s)/permanent custodian(s) agree that he/she/they intend to assume legal guardianship/permanent custody of this child and have signed this document prior to the awarding of legal guardianship/permanent custody for the purposes of receiving permanency assistance.

☐ Modified Agreement: This is a modification of the initial Permanency Assistance Agreement signed on _____.

PROVISIONS OF AGREEMENT

I. ASSISTANCE:

A. MONTHLY PERMANENCY SUBSIDY ☒ Yes, \$ 629; ☐ No

The amount of this payment is based on the needs of the child and the income/resources available to the child and has been determined by mutual agreement between the legal guardian(s)/permanent custodian(s) and the Department. The amount of the payment does not exceed the foster care maintenance payment allowable by the State of Hawaii. Adjustments in permanency subsidy or cash payments, if any, will be made based upon changes in the needs or income resources of the child, changes in the circumstances of the legal guardian(s)/permanent custodian(s) or changes in the maximum allowable permanency subsidy payment. Satisfactory evidence of changes in the child's needs or family's circumstances will be required.

B. SPECIAL CIRCUMSTANCE REQUESTS:

- ☒ Clothing, necessary for maintenance;
☐ Clothing Necessary for special circumstances or special events;
☒ Exceptional Care Payments for a child meeting those eligibility requirements.

C. Medical Care

- ☒ The child is eligible for benefits within the scope and content of Hawaii's Title XIX Medicaid program regardless of the state of residence.
- ☐ Medical Coverage is not required. The legal guardian(s)/permanent custodian(s) have been informed of the child's Title XIX eligibility and have declined coverage.

Procedures for meeting costs of medical care, including consideration of family's health insurance, outside the State of Hawaii:

Hawaii will issue a Hawaii Medicaid ID card to present to providers for services allowable within the scope and content of Hawaii's program. Upon receipt of invoices from providers, Hawaii will make payment directly. On questions, call Hawaii MedQuest Division Administration, (808) 586-5391.

II. Notification of Change

- A. The legal guardian(s)/permanent custodian(s) will immediately notify the Department, in writing, within fifteen days of any of the following:
1. They are no longer supporting the child or the child is no longer residing with them.
 2. The child is receiving or is eligible to receive income from a source other than the Department (income received shall be counted as a resource and will affect the amount of permanency assistance payments).
 3. They are no longer the legal guardian(s)/permanent custodian(s) of the child.
 4. There are any changes of address.
 5. There are any other circumstances which may affect eligibility for continued permanency assistance.
- B. The Department will notify the legal guardian(s)/permanent custodian(s), in writing, of changes in permanency assistance payments resulting from increases or decreases in foster care rates. Adjustments, if any, will be made at recertification of the agreement.

III. Review of Agreement

This agreement shall be reviewed biennially by the legal guardian(s)/permanent custodian(s) and the Department, and new Agreement completed if necessary, on appropriate forms provided by the Department.

IV. Termination

Termination of this agreement shall occur:

- A. Upon the conclusion of the terms of this agreement.
- B. Upon the legal guardian(s)/permanent custodian(s)' request.
- C. When the child reaches the age of 18 or continues to be eligible to remain in high school and can complete high school before reaching 20. Assistance may also be provided through age 21 for a child attending an accredited institution of higher education on a full-time basis.
- D. Upon the child's death.
- E. Upon the death of the legal guardian(s)/permanent custodian(s) of the child (one in a single parent family and both in a two-parent family).
- F. At the cessation of legal responsibility of the legal guardian(s)/permanent custodian(s) for the child.
- G. When the child is no longer receiving support from the legal guardian(s)/permanent custodian(s).

H. When the child no longer meets the eligibility requirements for permanency assistance.

V. Appeal

Legal guardian(s)/permanent custodian(s) may appeal the Department's decision to change or terminate permanency assistance in accordance with the rules and procedures of the State's Administrative fair hearing and appeals process. Information may be requested from the child's social worker or the Section office.

* * *

This agreement covers the period from the date of the award of the Legal Guardianship or Permanent Custody, _____ to the Child's 18th birthday or upon completion of high school, up to age 20, whichever is later, _____; or if attending an institution of higher education on a full-time basis and meeting all eligibility requirements, up to age 22, _____.
(Date) Redacted (Date) Redacted (Date)

Effective date for permanency assistance payment: _____
(Date)

I/we certify that all information given is true and correct to the best of my/our knowledge. If I/we fail to report changes and receive payments to which I/we am/are not entitled, the amount of overpayment will be collected from me/us, and I/we may be prosecuted for fraud.

LEGAL GUARDIAN/PERMANENT CUSTODIAN'S SIGNATURE

4/21/99
DATE

LEGAL GUARDIAN/PERMANENT CUSTODIAN'S SIGNATURE

DATE

AUTHORIZED DEPARTMENT REPRESENTATIVE

5/4/97
DATE

TITLE

Signed copy of this agreement given/sent to the legal guardian(s)/permanent custodian(s) on

05/07/99
(Date)

Distribution:
(2 copies)

Original for case record
Copy to Applicant

John Roe 121 v. State of Hawai'i, et al.

Civil No.: **1CC191001419**

Defendant's Exhibit: **JT54**

Marked for Identification: _____

Received into Evidence: _____

Clerk, First Circuit Court