



Family Connections Christian Adoptions

A non-profit full-service adoption agency for waiting children ♥ Adoption Lic.# 500318113 ♥ www.fcadoptions.org

ADOPTION SERVICES AGREEMENT

This Agreement is entered into on _____, between Family Connections Christian Adoptions (“FCCA”) and “Adoptive Family.” The purpose of this Agreement is to inform Adoptive Family about the type and cost of services that FCCA will provide to Adoptive Family, the children being adopted, and any Placing Parent who may make a voluntary adoption plan with Adoptive Family. Adoptive Family is encouraged to read the entire Agreement, and to ask any questions prior to signing, since this Agreement becomes a legally enforceable contract once Adoptive Family signs a case-specific Addendum and pays the applicable fees.

CASE SERVICES: The specific case services FCCA shall provide are set forth in detail on the Addendum(s) to this Agreement, which shall be incorporated into this Agreement as an essential component hereof. The Case Services for Adoptive Family shall relate to the following type of adoption (*check all applicable boxes*):

- Agency Independent Relative Foster Care Private Domestic
 Interstate to (name of state): _____ International from (name of country): _____

PAYMENTS AND REFUNDS: Unless otherwise agreed between the parties, the total amount due upon signing of agreement is expected but not guaranteed to cover the fees and costs (including estimated costs) set forth in the Addendum(s) hereto, to the extent that the items listed on the Addendum are applicable to Adoptive Family’s case at the time of signing the Addendum. Adoptive Family agrees to pay all fees and costs billed by FCCA for any additional services, foreseen or unforeseen, that are reasonably required to complete the case services described herein. Fees are due prior to services being rendered, or if billed separately, within ten days of billing date. Any payments outstanding 30 days after initial billing will be subject to the greater of a late fee of \$10 per month, or 1% interest per month. Any overpayment will be credited first against any other outstanding portion of the bill, before any funds are returned to Adoptive Family. All fees are for services rendered and are non-refundable unless otherwise specifically stated. Pre-paid mileage fees or post-placement/post-adoption (PP-PA) fees are refundable if they exceed the actual charges for services rendered. Otherwise, no refunds for PP-PA services will be made unless Adoptive Family’s case is closed without placement. After placement of a child or after FCCA has signed a written PP-PA commitment to another agency, Adoptive Family must complete PP-PA services with FCCA or provide FCCA with written proof that another licensed agency has agreed in writing to assume responsibility for providing such services, in which case FCCA will forward the pre-paid fees to the new agency, less any balance due by Adoptive Family. All refunds due will be issued within six months of completion of services.

DUE DATES FOR CLASSES AND PAPERWORK: Adoptive Family must complete Adoption Preparation Classes 2 and 3 within three months of Adoptive Family’s Intake appointment, and must complete all requirements for the home study process within six months after completion of Adoption Preparation Class 3. After six months, FCCA may require Adoptive Family to begin the process again, in whole or in part, including **an additional fee of \$200.00**, unless FCCA in its sole discretion grants an extension of time to complete the home study requirements.

BACKGROUND CLEARANCES: Adoptive Family understands that background clearances are required for every home study, including fingerprint and other information to be submitted to one or more of the following: Department of Justice, FBI, Community Care Licensing, CIS, and Child Abuse Registries for any state or foreign country where Adoptive Family has resided since age eighteen. Adoptive Family agrees to affirmatively, completely, and truthfully disclose a full residence history and any known or suspected history (for Adoptive Family, Adoptive Family’s co-applicant, or resident in Adoptive Family’s household) of arrest, conviction, illegal activity, substance abuse, domestic violence, child abuse, child neglect, foster care license revocation or denial, or home study revocation or denial. Adoptive Family’s disclosure must include even unproven allegations, expunged

records, court acquittals, and cases that were settled confidentially. Adoptive Family understands that FCCA has no control over the length of the clearance process; including whether any exemption may be granted or denied by governmental or administrative authorities. Adoptive Family understands that paying for expedited services from FCCA will not and cannot include expedited background clearances.

COUNSELING CONTRACT: Every Adoptive Family adopting a child two years of age or older agrees to meet with a licensed therapist after placement to assess family adjustment. The first session should take place no later than the third month after placement. Adoptive Family will initiate the session, inform the FCCA social worker when it occurs, and sign any releases necessary for the FCCA social worker to confer with the therapist. FCCA may require additional sessions, and Adoptive Family agrees to comply with such requirements. Failure to comply with therapeutic recommendations can be grounds to terminate a placement. Some counseling may also be court-ordered, in which case Adoptive Family agrees to follow the court's order. To the extent counseling fees are not covered by MediCal or by Adoptive Family's insurance, Adoptive Family will be responsible for using foster care monies, adoption subsidies, or their own funds to pay all counseling costs.

ADOPTION ASSISTANCE INFORMATION: Adoptive Family acknowledges receiving written information from FCCA's website regarding the Adoption Assistance Program (AAP), including how AAP differs from foster care monies. Adoptive Family understands that this program is never available for international adoptions, and rarely available for domestic relinquishment placements or domestic independent adoptions. Adoptive Family acknowledges receiving an opportunity to ask whether AAP may be available to the child Adoptive Family hopes to adopt. Even if Adoptive Family pays FCCA to obtain court findings to assist with an AAP application, FCCA makes no representations that the child who is the subject of this adoption plan will actually be awarded an AAP subsidy. FCCA can never guarantee that a child will qualify for AAP, because state and federal eligibility rules change from time to time, and final determination of eligibility is always made by the responsible government entity. Adoptive Family agrees to consult with their independent legal counsel to determine whether AAP may be available for the child being adopted, and to follow their counsel's direction and advice regarding any AAP application.

PLACEMENT AND FINALIZATION SERVICES: If an agency other than FCCA has referred the child to be placed, or has completed the home study and/or post-placement services on behalf of Adoptive Family, FCCA and the other agency must enter into a written inter-agency agreement. All placement paperwork in such cases must be signed by Adoptive Family, FCCA, and a representative from the other agency. If Adoptive Family has completed another agency-supervised adoption within five years, FCCA shall provide the Finalization Services listed above upon completion and receipt of one post-placement visit and report from the supervising agency; otherwise, Finalization Services shall be provided after completion of four post-placement visits and reports for a California adoption, or as otherwise required by the Child's sending state or country. If applicable, Adoptive Family shall be responsible to ensure that FCCA receives timely copies of all post-placement reports from the other agency; to review all finalization documents for accuracy; to show up at the finalization hearing as scheduled with the child (in person, or by video or telephone if allowed by the court); and to provide FCCA with a copy of the final adoption order. FCCA may withhold any refunds due to Adoptive Family until all documentation has been received by FCCA. After finalization, FCCA will provide reasonable post-adoption support to post-adoptive families as long as needed. If the adoption dissolves after finalization, FCCA will provide resource referrals for Adoptive Family and the child. Adoptive Family will remain financially and legally responsible for the child unless and until a court order establishes another source of support for the child.

LIMITATIONS ON USE OF AGENCY SERVICES AND HOME STUDY: Adoptive Family agrees not to pursue another adoptive placement, foster care license, FFA certification, guardianship, or surrogacy arrangement, or to undergo any fertility treatments of any type or attempt to achieve pregnancy, at any time during the application, home study, or adoption process with FCCA. Adoptive Family will notify FCCA immediately if pregnancy occurs, and Adoptive Family's case will be put on hold at that time. FCCA policy and California adoption laws and regulations do not permit the use of the FCCA home study report for subsequent

placements, without a written home study update by FCCA or another licensed agency. Adoptive Family agrees not to use FCCA's home study for any placement from any source other than FCCA, without FCCA's written permission, which will not be withheld unreasonably and for which consent Adoptive Family agrees to pay any fee imposed by FCCA to the extent that FCCA's usual and customary fees were previously reduced or waived for Adoptive Family.

AUTHORIZATION FOR RELEASE OF INFORMATION: Adoptive Family authorizes FCCA to obtain all relevant information from, and to share all relevant information with, any person or entity reasonably necessary or appropriate in order for FCCA to provide the services contemplated by this Agreement. Adoptive Family also agrees that FCCA may release the announcement of the child's placement and publish the child's picture in any FCCA publications or postings. If notified in writing by Adoptive Family, FCCA agrees to abide by any confidentiality limitations (withholding of location, last name, etc.) or to refrain from displaying the child's picture or information in any publications not yet printed or posted.

NON-REPRESENTATION BY ATTORNEY DAVIS: Adoptive Family acknowledges that Attorney Alison Foster Davis (FCCA's Executive Director and Legal Counsel) does not represent Adoptive Family in any capacity, but does and will represent FCCA as her sole client at all times that this Agreement is effective. Adoptive Family will not seek legal advice from, nor rely upon any advice given by, Attorney Davis in relation to the services provided by FCCA in this matter. To the extent that Adoptive Family has questions of a legal nature, Adoptive Family is encouraged to seek independent legal counsel at their own expense to answer questions and represent Adoptive Family's legal interests. Adoptive Family agrees that failure to consult independent legal counsel shall be deemed a knowing and intelligent waiver of the right to obtain independent legal counsel.

RESOLUTION OF DISPUTES AND LIMITATION OF DAMAGES: Should Adoptive Family disagree with any decision by made by FCCA, Adoptive Family may request a Grievance Review Hearing. A written hearing request must be received in the Modesto FCCA office no later than thirty days after the disputed decision, and must state the reason for disagreement. FCCA will schedule a hearing within ten working days after the request is received. The Executive Director will issue a final decision and send a copy to State Licensing. In the event of any legal dispute related to or arising out of this Agreement, the parties agree that the laws of the State of California shall govern the dispute. The parties further agree to submit to binding arbitration in Stanislaus County, California, according to the rules of the American Arbitration Association. The prevailing party shall be entitled to attorney fees and costs, except that **in no event shall FCCA (including its officers, directors, employees, contractors, attorneys, heirs, and assigns) be liable to Adoptive Family for any sum (including attorney fees, court costs, and fees and costs on appeal) which exceeds the total fees and costs paid directly to FCCA by Adoptive Family.**

CONFLICT WAIVER; ASSUMPTION OF RISK; INDEMNIFICATION

AGREEMENT, AND LIABILITY WAIVER: Although Adoptive Family is paying FCCA's fees for the services described in this Agreement, FCCA in some cases will be rendering services to Placing Parent(s). This creates a potential conflict of interest, in that FCCA must vigorously represent the interests of Placing Parent(s) and not Adoptive Family, despite the payment of fees by Adoptive Family. To the extent applicable to their situation, Adoptive Family agrees to waive this potential conflict of interest as a condition to receiving the services requested of FCCA in this matter.

Adoptive Family agrees to accept all risks and consequences involved in their adoption plan, including but not limited to:

- the risk that a Placing Parent could change his/her mind about the placing the child with Adoptive Family, whether before or after the child is born, or before or after Adoptive Family accepts the child into their care;
- the risk that the birth mother could inadvertently or deliberately lie, misstate, conceal or otherwise fail to properly identify the child's birth father or the child's Native American heritage, thereby giving the birth father or an Indian tribe the opportunity to obtain custody of the child, whether before or after Adoptive Family takes custody, and even years after finalization of the adoption;
- the risk that one or more potential birth fathers or other relatives could successfully or unsuccessfully contest the adoption, at great emotional and financial expense to Adoptive Family; and
- the risk that the child could have or develop significant, debilitating, pervasive or terminal special needs, including medical, psycho-social, or developmental problems at any point in life, which special needs and problems could be highly costly to Adoptive Family in terms of finances, emotional health, and the safety and well-being of Adoptive Family and others.

As a condition of receiving services pursuant to this Agreement, and to the fullest extent permitted by law, Adoptive Family agrees to indemnify, defend, and hold FCCA (including its officers, directors, employees, contractors, attorneys, heirs, and assigns) harmless from all suits, claims, and proceedings of any nature arising out of or related to the services provided pursuant to this Agreement, excepting any claims arising out of the willful wrongdoing by the FCCA. The foregoing is intended to waive all claims, known or unknown, now existing or which may arise in the future. Adoptive Family understands that by signing this Agreement, they are hereby waiving the provisions of Civil Code Section 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

VERIFICATION: Each applicant signing below confirms under penalty of perjury under the laws of the State of California, that all information submitted by Adoptive Family to FCCA, either now or at any time in the future, is true and correct. This verification is made upon Adoptive Family's personal knowledge or reasonable information and belief. Adoptive Family agrees to notify FCCA immediately regarding any change to the information previously provided. Adoptive Family understands that falsifying, omitting, or failing to update any information is grounds for immediate termination of this Agreement, in which case FCCA may terminate all services and retain all fees paid as liquidated damages.

Signed: _____
Adoptive Family Applicant 1

Date: _____

Signed: _____
Adoptive Family Applicant 2

Date: _____

Signed: _____
FCCA Representative

Date: _____

ADOPTION SERVICES AGREEMENT ADDENDUM

(International Adoption)

This Addendum is entered into on __, between Family Connections Christian Adoptions (“FCCA”) and _____ type in names, “Adoptive Family”, and is hereby incorporated into the Adoption Services Agreement signed by the parties on __. The fees listed herein are expected but not guaranteed to cover the estimated fees and costs applicable to Adoptive Family’s case: (list all services to be provided). To the extent applicable to their case, Adoptive Family agrees to pay any additional fees billed by FCCA in accordance with the fee schedule set forth herein.

FEE PAYMENT SCHEDULE

Due with Application: - \$ 50
Due at Intake: - \$ 550 + fingerprint fees
Due before social worker is assigned: - \$1600 + estimated home visit mileage.
Due before home study release: - Entire balance incl. PP/PA fees, est. PP/PA mileage, and all other fees.

SERVICE DESCRIPTIONS AND FEES:

Home study services - \$2,200.00 This includes a home study assessment and written report pursuant to California law and in compliance with federal immigration statutes and regulations. Child search and referral services are not included. Fees must be paid in full before the written home study is released. Payment of the fee does not guarantee that Adoptive Family’s home study will be approved, and fees will not be refunded if the home study is denied at any point during the process. Approval of the home study does not guarantee that Adoptive Family will receive a placement; Adoptive Family agrees that no fees will be refunded even if Adoptive Family is never matched with a child, never receives placement, or never finalizes an adoption.

Post-placement/post-adoption (PP/PA) services: \$600 for first visit with report; \$200 for each additional visit with report. Estimated number of visits for Adoptive Family’s case: _____. PP/PA services include supervising the placement, making in-home and out-of-home visits, and providing written reports to the placing agency and/or foreign country. FCCA will provide reasonable support to post-adoptive families as long as needed. If the adoption dissolves after finalization, FCCA will provide resource referrals for Adoptive Family and the child. Adoptive Family will remain financially and legally responsible for the child unless and until a court order establishes another source of support for the child. PP/PA fees are determined by the number of visits and reports required, which are determined by California law, the law of the child’s state or country of origin, and the requirements of the placing agency. In all cases, FCCA requires at least one PP/PA visit.

Finalization Services: Service Fee Waived + \$20 birth certificate fee. Upon satisfactory completion of the required number of post-placement/post-adoption services, FCCA will prepare finalization or re-adoption documents for Adoptive Family’s review and signature before filing with the court. FCCA will also prepare and file the court report, the request for a new birth certificate, and the finalization hearing request for Adoptive Family to attend the hearing *in pro per*, or with legal counsel of their choice at their sole expense. If Adoptive Family elects to hire legal counsel to prepare and file all the required documents, FCCA will return any pre-paid birth certificate fee upon FCCA’s receipt of a certified copy of final adoption/re-adoption order.

Mileage charges: Current IRS rate. Mileage is not included with any other service fees. Mileage will be charged at the current IRS rate for all travel by agency staff on Adoptive Family’s behalf. Estimated PP/PA mileage fees must be pre-paid before release of the home study.

Background Clearances: \$50-\$150 per person. Every adult in the home and all regular caregivers must submit fingerprints for background clearances and obtain child abuse clearances from every state of residence since the age of eighteen years. The total clearance fee must be paid to FCCA before fingerprint forms will be provided.

No refunds are given on fingerprint fees unless the unused forms are returned to FCCA. This does not include any fingerprint fees charged directly by CIS at the time of their fingerprint appointment, nor any scanning fees (also known as “rolling fees”) charged directly by the third-party LiveScan vendor at the time of the scanning appointment.

Processing of arrest record or child abuse reports - \$100 - \$350. Fee varies with level of service required. Payment of this fee does not guarantee that FCCA can or will approve the home study.

Addendum, update, or rewrite - \$100- \$600. Fees vary with level of service required and will be charged whenever the Adoptive Family changes the child desired, changes programs, changes residence, or must update home study to avoid expiration/maintain CIS approval, or to note other changes.

CIS application for international adoption: Check for current rates at time of application or renewal. Adoptive Family pays these fees directly to CIS.

Certifying, apostilling, notarizing, authenticating, or translating: Estimated at \$10+ per page. Total fees for these services will vary depending on number and length of documents, as well as the service provider selected. Adoptive Family pays these fees directly to the service provider. FCCA will provide in-office notary services at no charge by appointment when an FCCA employee-notary is available during regular office hours.

Interstate Compact on the Placement of Children (ICPC) - \$150- \$1,000. Fees vary based on level of service required. State law requires ICPC compliance any time FCCA provides services to or with an out-of-state agency, child, or Adoptive Family. ICPC compliance includes many additional communications and written reports between the two states and agencies, usually on a rush basis.

Expedite for emergencies - \$250 -\$500. Expedites are processed at FCCA’s sole discretion upon Adoptive Family’s request.

Reactivation Fee: \$200. At FCCA discretion, Adoptive Family’s inactive file may be returned to active status within twelve months of original application. Adoptive Family’s prior documents may or may not remain valid under state law, federal law, or other program requirements.

Extra copies of home study - \$25/copy.

Express delivery fees: \$50-\$500. Adoptive Family agrees to pay the service provider directly, or reimburse FCCA for any amounts incurred on Adoptive Family’s behalf at FCCA’s sole discretion.

Legal services related to any adoption - \$350/hr. FCCA may elect in its sole discretion to charge this fee to any Adoptive Family whose action or inaction results in the necessity of FCCA taking legal action for any reason related to or arising out of the services provided to Adoptive Family.

ONGOING DUTY TO DISCLOSE: Under 8 CFR Part 204.31(d), each adult member of the Adoptive Family’s household has a legally mandated duty of candor regarding the home study process, including truthful completion of Forms I-800A and I-600A. This legal duty requires each adult member of Adoptive Family’s household, and any other adult who routinely spends time with children in the home, to do all of the following:

1. Give true and complete information to the home study preparer.
2. Disclose all relevant information, including but not limited to finances; employment; household and family composition and relationships; and physical, mental, and emotional health issues.
3. Disclose every name that each applicant has ever used (including maiden names), even if there was no legal or formal name change.

4. Disclose any arrest, conviction, or other adverse or criminal history, whether in the United States or abroad, **whether or not the person was arrested or convicted, and even if the record of arrest, conviction or other adverse criminal history has been expunged, sealed, pardoned, or the subject of any other amelioration.**
5. Disclose any history as an offender in the areas of substance abuse, sexual abuse, child abuse, or family violence.
6. Notify the home study preparer and USCIS of any changes to information previously provided, including any new event, incident, or information that occurs or becomes known during the entire adoption process, including and up to finalization of the adoption.

With respect to child abuse or neglect, this duty requires disclosure of any currently pending investigation by any child welfare agency, court, or other official authority in any State or foreign country concerning the abuse or neglect of any child, as well as past investigation *other than* an investigation that has been completed and formally closed based on a finding that the allegation of abuse or neglect was unfounded or unsubstantiated.

This duty to disclose is ongoing duty from the time of application, and continues after the Form I-800A or I-600A is approved, during pendency of your Form I-800 or I-600, and until there is a final decision admitting the child identified in the Form I-800 or I-600 to the United States with a visa.

Signed: _____
 Adoptive Family - Applicant 1

Date: _____

Signed: _____
 Adoptive Family - Applicant 2

Date: _____

Signed: _____
 FCCA Representative

Date: _____