

## ADOPTION SERVICES AGREEMENT

This Agreement is entered into as of the date set forth below, between *American Adoptions of California, DBA Family Connections Christian Adoptions* (herein “AACA,” defined as including its employees, principals, directors, officers, attorneys, members, and successors), and each prospective adoptive parent who signs this Agreement (“Family”). The purpose of this Agreement is to inform Family about the type and cost of services that AACA will provide to Family, to each child being adopted, and to each Placing Parent who may make a voluntary adoption plan with Family. 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 Family and AACA sign a case-specific Addendum, and Family pays the applicable fees.

**CASE SERVICES, FEES AND PAYMENTS:** The specific case services that AACA shall provide are set forth in detail on the Addendum to this Agreement, which shall be incorporated into this Agreement as an essential component hereof. 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 Family’s case at the time of signing the Addendum. The fees listed in the Addendum are valid for one year from date of signature; after one year, Family agrees to pay for all services at then-current rates for those services, as stated in AACA’s most recent Fee Schedule that is published on its website. Also, if any third-party service provider or government entity raises fees or adds additional fees necessary to process Family’s case, AACA reserves the right to add these fees to Family’s bill, and Family agrees to pay them within ten days of billing by AACA. In every case, Family agrees to pay all fees and costs billed by AACA for any additional services, foreseen or unforeseen, that are reasonably required in AACA’s sole discretion to complete the case services described herein. Fees are due prior to services being rendered, or within ten days of billing date, at AACA’s discretion. All fees must be paid in full before any written report is released or services are provided, unless AACA otherwise agrees in writing. 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 Family.

**REFUNDS:** All fees are for services rendered and are non-refundable unless otherwise specifically stated. Because AACA cannot and does not make any guarantees, Family agrees that no refunds will be issued even if Family’s home study approval is revoked or suspended, or if Family is never approved for adoption, never matched with a child, never receives placement, voluntarily or involuntarily disrupts a placement, or never finalizes an adoption. No fingerprint fees will be refunded unless Family returns the unused forms to AACA. Pre-paid mileage fees or post-placement/post-adoption (PP-PA) fees are refundable if they exceed the actual charges for services rendered. After placement of a child or after AACA has signed a written PP-PA commitment to another agency, Family must complete PP-PA services with AACA or provide AACA with written proof that another licensed agency has assumed responsibility for providing such services, in which case AACA will forward the pre-paid fees to the new agency, less any balance owed by Family to AACA. All refunds due will be issued within sixty days of Family’s written notice of withdrawal, or the completion of services (including receipt of all documents AACA has requested from Family), whichever is later.

**DUE DATES FOR CLASSES AND PAPERWORK:** Family must complete all requirements for the home study process within six months after the Intake. Beyond those deadlines, AACA may require Family to begin the process again, in whole or in part, including **an additional fee of \$200.00**, unless AACA in its sole discretion grants an extension of time.

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**BACKGROUND CLEARANCES:** Family understands that background clearances are required for every adoption, including clearances from any or all of the following: Department of Justice, FBI, Community Care Licensing, CIS, and Child Abuse Registries for any state or foreign country where Family has resided since age eighteen. Additional local police reports may be required. Family agrees to affirmatively, completely, and truthfully disclose a full residence history and any known or suspected history (for Family, Family's co-applicant, and each resident in 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. Family's disclosure must include even unproven allegations, expunged records, court acquittals, and cases that were settled confidentially. Family understands that AACCA has no control over the length of the clearance process, including whether any exemption may be granted or denied by governmental or administrative authorities. Family understands that paying for expedited services from AACCA will not and cannot include expedited background clearances.

**COUNSELING CONTRACT:** If requested by AACCA at any time after placement and prior to finalization of the adoption, Family agrees to meet with a licensed therapist at Family's expense. Family will initiate the first session, inform the AACCA social worker when it occurs, and sign any releases necessary for the AACCA social worker to confer with the therapist. AACCA may require additional sessions, and Family agrees to comply with such requirements. Failure to comply with therapeutic recommendations result in termination of placement. Some counseling may also be court-ordered, in which case Family agrees to follow the court's order. To the extent counseling fees are not covered by MediCal or by Family's insurance, Family will be responsible for using foster care monies, adoption subsidies, or their own funds to pay all counseling costs.

**ADOPTION SUBSIDY INFORMATION:** Family acknowledges receipt of written information from AACCA's website regarding the California's adoption subsidy program, including how an adoption subsidy differs from foster care monies. Family understands that adoption subsidies are never available for international adoptions, and rarely available for non-foster-care adoptions. Family also understands that the California subsidy program is only available for families residing in California when the adoption is finalized. Family acknowledges the opportunity to ask whether an adoption subsidy may be available to the child Family hopes to adopt. Even if Family pays AACCA for assistance with a subsidy application, AACCA makes no representations and can never guarantee that any child will qualify. State and federal eligibility rules change from time to time, and final determination of eligibility is always made by the responsible government entity. Family agrees to consult with independent legal counsel to determine whether a subsidy may be available for the child being adopted, and to follow that counsel's direction and advice regarding any subsidy application.

**PLACEMENT AND FINALIZATION SERVICES:** If an agency other than AACCA has referred the child to be placed, or has completed or will complete the home study or post-placement services for Family, the two agencies must sign an inter-agency agreement. All placement paperwork in such cases must be signed by Family, AACCA, and a representative from the other agency. Unless a court allows for expedited finalization, or the adoption is finalizing in another state, Finalization Services shall be provided after completion of a minimum of four post-placement visits and reports over a minimum of six months for a California adoption, or as required by the Child's sending state or country. If applicable, Family shall be responsible to ensure that AACCA receives timely copies of all post-placement reports from the other agency; to review all finalization documents for accuracy; to appear at the finalization hearing as scheduled with the child; and to provide AACCA with a copy of the final adoption order. AACCA may withhold any refunds due to Family until all documentation has been received by AACCA. After finalization, AACCA will provide reasonable post-adoption support to post-adoptive families as long as needed. If the adoption dissolves after finalization, AACCA will provide resource referrals for Family. 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:** Absent prior written agreement with AACA, Family agrees not to pursue another adoptive placement, resource family approval, guardianship, pregnancy, or surrogacy arrangement, or to undergo any fertility treatments of any type, at any time while working with AACA. Family will notify AACA immediately if a pregnancy or placement occurs, and Family's case will be put on hold at that time. AACA policy and state regulations do not permit the use of the AACA home study or RFA written report for subsequent placements, without a written update by AACA or another licensed adoption agency. Family agrees not to use AACA's home study for any placement from any source other than AACA without AACA's written permission, which will not be withheld unreasonably, and for which consent Family agrees to pay the full balance of any unpaid fees and any fees previously reduced or waived for Family.

**AUTHORIZATION FOR RELEASE OF INFORMATION:** Family authorizes AACA to obtain all relevant information from, and to share all relevant information with, any person or entity reasonably necessary or appropriate for AACA to provide the services contemplated by this Agreement. Family agrees that AACA may release an announcement of the child's placement and publish the child's picture in any AACA publications or website posts. If notified in writing by Family, AACA shall abide by any confidentiality limitations (withholding of location, last name, etc.), and shall refrain from releasing such information in any future publications. AACA shall have no responsibility to recall information or pictures released prior to receiving such notice.

**CONFIDENTIALITY AND MANDATED REPORTING:** Family agrees that all of the information obtained during the matching and placement process is confidential and may not be shared with anyone except their legal counsel, or an agency that has signed an agreement for cooperative services with AACA. If the match or placement dissolves before adoption finalization, Family agrees to permanently delete and destroy all records and information pertaining to the match, including but not limited to pictures, medical records, and other documents, including all electronic information. Family also agrees not to post or share any pictures of the child prior to finalization. Family understands that failure to abide by this confidentiality requirement could subject Family to injunctive orders and damages for violation of privacy rights. Family further understands that AACA is mandated by law to strictly protect the privacy of client information by following legally-mandated confidentiality laws and policies. However, mandating reporting laws are an exception to confidentiality laws, and require AACA and all of its employees, officers, Board members, and volunteers to report any actual or suspected child abuse. In addition, AACA by law must cooperate and allow client file reviews to be conducted by Community Care Licensing; by persons authorized by court-ordered subpoenas; by independent auditors employed with a certified public accounting firm to verify proper use of federal funds; and other investigations and disclosures allowed or required by law. Also, some AACA employees who are licensed mental health professionals have a legal duty to warn law enforcement of any belief that a client may pose a danger to self or others. Family will not expect AACA to maintain confidentiality when AACA is required or allowed by law to make such disclosures.

**NON-REPRESENTATION BY AGENCY'S LEGAL DIRECTOR:** Family acknowledges that AACA's Legal Director does not represent Family in any capacity, but does and will represent AACA as her sole client at all times that this Agreement is effective. Family will not seek legal advice from, nor rely upon any advice given by the Legal Director in relation to the services provided by AACA in this matter. To the extent that Family has questions of a legal nature, Family is encouraged to seek independent legal counsel at Family's sole expense to answer questions and to represent Family's legal interests. Family agrees that failure to consult independent legal counsel shall constitute a knowing and intelligent waiver of that right.

**CONFLICT WAIVER:** Although Family is paying AACCA's fees for the services described in this Agreement, AACCA may render services to Family, to Placing Parent(s), and to each child being adopted. In every case, AACCA must follow state laws and regulations and act in the best interests of each child. Thus, AACCA may be required to take action that is in opposition to Family's request and best interests. Family agrees to waive this potential for conflict of interest as a condition to receiving the services requested of AACCA in this matter.

**ASSUMPTION OF RISKS:** As a condition of receiving services from AACCA, Family acknowledges and assumes all risks, known and unknown, of receiving services from AACCA, whether or not such risks are specifically described in any document signed by or provided to Family.

**INDEMNIFICATION, WAIVER, AND LIMITATION OF LIABILITY:** As a condition of receiving services from AACCA, Family hereby agrees to forever release AACCA from any and all claims, demands, charges, causes of action, liabilities, penalties, costs and expenses, including but not limited to attorney fees and costs, costs of appeal, and actions brought by third parties, that may be incurred or accrued at any time, and which result from or arise out of action or inaction by AACCA or by any third party, including but not limited to any other agency, lawyer, independent contractor, facilitator, governmental body, nation or any other individual or organization, and including but not limited to claims arising out of gross negligence, intentional acts of malfeasance, or criminal conduct committed by any third party or parties, and acts of gross negligence committed by AACCA. Should any person or entity other than Family (including but not limited to any child placed with or adopted by Family) attempt to recover damages from AACCA arising from services provided pursuant to this Agreement, including any Addendum hereto, Family agrees to defend and indemnify AACCA against such. In no event shall AACCA be liable to Family, or to any person or entity making any claim based on or arising out of AACCA's services to Family, for any amount exceeding the total paid by Family to AACCA for AACCA's services. Each signature of Family on this Agreement is intended to waive all claims, known or unknown, now existing or which may arise in the future. Each person signing this Agreement hereby agrees to severally and jointly (if applicable) waive 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."

**RESOLUTION OF DISPUTES AND GRIEVANCE HEARING RIGHTS:** Should Family disagree with any decision by made by AACCA, Family may request a Grievance Review Hearing. A written hearing request must be received in AACCA's Modesto office no later than thirty days after the disputed decision, and must state the reason for disagreement. AACCA 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 to submit to binding arbitration in Stanislaus County, California, according to the rules of the American Arbitration Association. The prevailing party's award shall be strictly subject to the damage limitation set forth in this Agreement. This Agreement will be deemed to have been made and will be construed, enforced and interpreted in accordance with the substantive and procedural laws of the State of California without regard to conflicts of laws. Any action relating to this Agreement must be initiated in the Stanislaus County Superior Court, or, if federal subject matter jurisdiction is present and federal court is otherwise the appropriate court, in the United States District Court that covers Stanislaus County.

**ENTIRE AGREEMENT:** No provision in this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted the provisions. If any of the provisions of this Agreement are deemed to be invalid or unenforceable, whether due to a court ruling, change of law, regulation, court precedent, or otherwise, the parties agree to use their best efforts to restructure this Agreement in such a manner that will avoid such illegality and, to the extent practicable, will preserve the existing financial and business responsibilities without undue burden or loss of benefit to either party. In the absence of such a written agreement for restructuring, any party whose responsibilities are substantially increased, or whose rights are substantially diminished or negatively affected by the deemed invalidity or unenforceability, shall have the option to elect one or more of the following:

- a. to continue with the Agreement in full force and effect as modified by the removal of invalid or unenforceable terms;
- b. to seek declaratory relief for equitable modification based on the changes required by invalidity or unenforceability of any provision; or,
- c. if Family has not yet accepted placement of a child, to terminate this Agreement for cause.

**VERIFICATION:** Each applicant signing below confirms receipt of the Client Rights and Responsibilities form; the Grievance Policy; the Fee Schedule; and a sample of this Agreement (all provided on AACAA's website) prior to signing it. Each applicant signing below confirms under penalty of perjury under the laws of the State of California, that all information currently and subsequently submitted by Family to AACAA is and will be true and correct. This verification is made upon Family's personal knowledge or reasonable information and belief. Family shall notify AACAA immediately regarding any change to the information previously provided, or upon discovery of new or different information. Family understands that falsifying, omitting, or failing to update any information (including but not limited to residence history, criminal/abuse history, and the immigration status of all applicants and proposed adoptees) is grounds for immediate termination of this Agreement, in which case AACAA may cease providing all services and retain all fees paid as liquidated damages.

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*Applicant 1*

*Date*

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*Applicant 1*

*Date*

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*AACAA Representative*

*Date*