



Family Connections Christian Adoptions

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

ADOPTION SERVICES AGREEMENT

This Agreement is entered into as of the date set forth below, between *Family Connections Christian Adoptions* (“FCCA”, defined as including its employees, principals, officers, attorneys, members, directors, 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 FCCA 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 FCCA sign a case-specific Addendum, and Family pays the applicable fees.

CASE SERVICES: The specific case services that FCCA 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.

PAYMENTS: 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. Family agrees to pay all fees and costs billed by FCCA for any additional services, foreseen or unforeseen, that are reasonably required in FCCA’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 FCCA’s discretion. All fees must be paid in full before any written report is released. 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 FCCA 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 FCCA. 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 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, Family must complete PP-PA services with FCCA or provide FCCA with written proof that another licensed agency has assumed responsibility for providing such services, in which case FCCA will forward the pre-paid fees to the new agency, less any balance owed by Family to FCCA. All refunds due will be issued within sixty days of Family’s written notice of withdrawal or completion of services (including receipt of all documents FCCA has requested from Family), whichever is later.

DUE DATES FOR CLASSES AND PAPERWORK: Family must complete Adoption Preparation Classes 2 and 3 within three months of 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 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: 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. 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 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. Family understands that paying for expedited services from FCCA will not and cannot include expedited background clearances.

COUNSELING CONTRACT: If requested by FCCA 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 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 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 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 ASSISTANCE INFORMATION: Family acknowledges receiving written information from FCCA's website regarding the Adoption Assistance Program (AAP), including how AAP differs from foster care monies. Family understands that AAP is never available for international adoptions, and rarely available for domestic relinquishment placements or domestic independent adoptions. Family acknowledges receiving an opportunity to ask whether AAP may be available to the child Family hopes to adopt. Even if Family pays FCCA for assistance with an AAP application, FCCA makes no representations and can never guarantee that any child will qualify for AAP. 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 AAP may be available for the child being adopted, and to follow that 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 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, FCCA, and a representative from the other agency. Unless a court allows for expedited finalization, 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, 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 appear at the finalization hearing as scheduled with the child; and to provide FCCA with a copy of the final adoption order. FCCA may withhold any refunds due to 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 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: 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 FCCA. Family will notify FCCA immediately if a pregnancy or placement occurs, and Family's case will be put on hold at that time. FCCA policy and state regulations do not permit the use of the FCCA home study or RFA written report for subsequent placements, without a written update by FCCA or another licensed adoption agency. 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 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 FCCA to obtain all relevant information from, and to share all relevant information with, any person or entity reasonably necessary or appropriate for FCCA to provide the services contemplated by this Agreement. Family agrees that FCCA may release an announcement of the child's placement and publish the child's picture in any FCCA publications or website posts. If notified in writing by Family, FCCA shall abide by any confidentiality limitations (withholding of location, last name, etc.), and shall refrain from releasing such information in any future publications. FCCA shall have no responsibility to recall information or pictures released prior to receiving such notice.

CONFIDENTIALITY AND MANDATED REPORTING: FCCA 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 FCCA and all of its employees, officers, Board members, and volunteers to report any actual or suspected child abuse. In addition, FCCA 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 FCCA 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 FCCA to maintain confidentiality when FCCA is required or allowed by law to make such disclosures.

IMMIGRATION STATUS: Family agrees to fully disclose the immigration status of each applicant so FCCA may determine whether Family qualifies to complete a domestic adoption, or must complete an international adoption. Family agrees that immigration status will be disclosed and discussed in the home study to verify compliance with applicable laws, but shall not be the sole basis for denial of home study approval.

NON-REPRESENTATION BY ATTORNEY DAVIS: Family acknowledges that Attorney Alison Foster Davis (FCCA's Legal Director) does not represent Family in any capacity, but does and will represent FCCA 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, Attorney Davis in relation to the services provided by FCCA 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 FCCA's fees for the services described in this Agreement, FCCA may render services to Family, to Placing Parent(s), and to each child being adopted. In every case, FCCA must follow state laws and regulations and also act in the best interests of each child. These or other situations could require FCCA to take action that is in opposition to Family's request and against Family's best interests. Family agrees to waive this potential for conflict of interest as a condition to receiving the services requested of FCCA in this matter.

ASSUMPTION OF RISKS: As a condition of receiving services from FCCA, Family acknowledges and assumes all risks of receiving services from FCCA, whether known and unknown, and whether or not such risks are specifically described in any document

signed by Family.

INDEMNIFICATION, WAIVER, AND LIMITATION OF LIABILITY: As a condition of receiving services from FCCA, Family hereby agrees to indemnify and forever release FCCA 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 FCCA 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 FCCA. Should any person or entity other than Family attempt to recover damages from FCCA arising from services provided to Family pursuant to this Agreement, Family agrees to fully defend and indemnify FCCA against all such claims. In no event shall FCCA be liable to Family, or to any person or entity making any claim based on or arising out of FCCA's services to Family, for any amount exceeding the total paid by Family to FCCA for FCCA's services. Each signature(s) 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 FCCA, Family may request a Grievance Review Hearing. A written hearing request must be received in FCCA's Modesto 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 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.

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 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 FCCA is and will be true and correct. This verification is made upon Family's personal knowledge or reasonable information and belief. Family shall notify FCCA 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 is grounds for immediate termination of this Agreement, in which case FCCA may cease providing all services and retain all fees paid as liquidated damages.