



Adoptions From The Heart®

CONTRACT DESCRIPTION OF SERVICES RECEIVED FOR FEES

The goal of Adoptions From The Heart is to prepare and educate families to be adoptive parents and to give them the opportunity to be selected for an adoptive placement by expectant parents. Due to the uncertainty of adoption, Adoptions From The Heart cannot guarantee placement of a child.

FEES

Fees are subject to change. The Fee Schedule you receive will indicate an expiration date. **ALL FEES ONCE PAID ARE NON-REFUNDABLE.** Fees are for services rendered and are payable regardless of the outcome resulting from the service. Please keep a copy of your checks as they will be your only receipt.

FULL AGENCY PLACEMENT SERVICES

APPLICATION PROCESS

An initial fee must accompany all applications and re-applications to Adoptions From The Heart. Included in the fee for the open adoption program (for people in the Agency service area) are a personal counseling and assessment meeting between the prospective adoptive applicant(s) and an Agency adoption counselor as well as all of the necessary paperwork that accompanies a new application.

The application fee is waived for families requiring a home study update after being chosen by an expectant parent or who needs it for finalization.

EDUCATIONAL COURSES

This fee is for education provided by Adoptions From the Heart for families applying for adoption through the Agency's Open Adoption Program. Adoptions From The Heart has several education courses such as but not limited to Preparing for Open Adoption, Transracial Adoption, Intersectionality and Non-Newborn Adoption Education. The agency also provides articles, reading material, workbooks and books to adoptive parents related to these topics. All families must attend the Preparing for Open Adoption course, Transracial Adoption course, and Intersectionality Course. Adoptive families interested in adopting a child over 12 months of age must attend the Non-Newborn Adoption Education Course. Courses are held on a rotation virtually.

EDUCATIONAL COURSE II

This fee is for a half day course required for families adopting for the second time. This is required for all re-applicants to the open adoption program. It covers issues of preparing children for another placement, issues of siblings and places in the family, open adoption placements versus closed adoption in the same family, and more. A book and articles are included.

CONTINUING EDUCATION

All prospective adoptive families waiting for placement are required to complete 5 hours of continuing education per person per year. Requirements include one hour of the agency's Waiting Family Refresher Webinar and at least one additional hour of an agency-sponsored event or webinar. Additional details about this requirement are available from the local office. This requirement is due by the date of the home visit for home study update or new full home study.

HOME STUDY FEE

Because the home study is such a critical part of the adoption process, Adoptions From The Heart prefers that all families working with the agency for placement have their home study done by AFTH. Exceptions may be made on a case-by-case basis for families who have a current home study or have begun the home study process prior to attending an information meeting with AFTH. If a family comes to AFTH with an expired home study, they will be required to have a new home study, not an update.

The Home Study Fee covers the educational and investigative report that is required by state licensing regulations and the adoption law. A "home study" is a written report about a family. Families must submit all required home study paperwork within six months of their first home study session. New York State requires a home study be completed within six months of the Application date. Home study approval is required prior to adopting any child through AFTH. Home study sessions are done either in groups or individually. The fee covers the time spent in meetings, home visits, securing all state-required data, and writing the report. **Payment of this fee does not guarantee approval of a family for adoption or placement of a child.** Adoption counselors conduct the study, and their decisions and recommendations are binding.

HOME STUDY REVIEW

If a family should come to AFTH with a current home study that has already been completed, within the same state, they will be charged a home study review fee to ensure that the home study from the other agency complies with the requires of Adoptions From the Heart's Open Adoption program. The review consists of obtaining and recording copies of required documents from the original home study agency, education, as well as a review of written home study, one home study session, and, if necessary, visiting the family home. For NJ and VA residents, clearances need to be updated, not reviewed, because of NJ and VA licensing regulations. Families must sign a release to allow AFTH to speak with their home study agency. AFTH requires all adoptive families to take AFTH education courses regardless of education previously taken with another agency.

HOME STUDY EXPIRATION

AFTH requires that if a home study is more than three years old, it must be completely redone as a new full home study. A home study must be current the entire time the family is in the Profile Book, as well as at the time of adoption placement and finalization. Home studies require updating at the end of one (1) year in PA, DE, NY, NJ, VA and CT. A home study must be completely redone in CT every (2) years, and every (3) years in remaining states. The state of Virginia requires six-month monitoring visits in addition to yearly updates. New clearances are required yearly in PA, DE, NY, NJ, VA and CT. AFTH feels it is necessary to verify that all income and health information, and to assess feelings toward adoption throughout the adoption process to ensure that information contained in the home study remain current.

If a family receives a child and wants to adopt a second child, the home study must be updated or completely redone to include the first child. In VA and NY, a new full home study must be completed in this circumstance.

HOME STUDY UPDATES

Home studies must be updated yearly through adoption finalization in states where this is required. No updates can be completed on the third anniversary because, as mentioned above, it is the agency policy that a family needs an entirely new home study at that time. Updates require a home visit and are subject to the travel fee. Should time lapse between the approval of the home study and the update, the adoptive family will be removed from the profile books until an update is completed. Paperwork for home study updates must be submitted within a 3-month period from the time of expiration, or the file will be closed.

ADDENDUM

A home study addendum is needed in cases where a family has moved within the same state, or something sudden has happened in the family, including the change of a job or addition of members to the household. A home visit will be required when a family has moved and supporting documentation may be required depending on changes in other circumstances.

FORWARDING HOME STUDY AND OTHER DOCUMENTS IN AGENCY FILE

If a family requests that the Agency forward their home study and/or other information in their file to another Agency or provide a copy of their file to them, there will be a charge for the time and copying involved. Confidential references, dictations by social workers, child abuse clearances in NJ and VA, and FBI clearances in New York and VA cannot be forwarded or provided to the client.

HOME STUDY CONVERSION

If an unmarried couple applies to adopt and/or is selected to adopt in a state where unmarried partners cannot adopt, their home study will need to be converted so that only one person would be the prospective adoptive parent. There will be a charge for this conversion. After this adoption is finalized, the other parent could complete a second-parent adoption.

THREE (3) MONTH HOME STUDY RESTART FEE

It is agency policy that a family completes all home study paperwork within six months of first home study session. On a case-by-case basis, AFTH may review the file to see if the applicants are deemed eligible for a “restart” of three months’ extension. If the restart is approved, the home study restart fee applies, and portions of the home study must be redone. The family will have three months to complete. If it is not completed within three months, the file will be closed. Prospective Adoptive Families are only eligible for home study restart one (1) time.

PROGRAM FEE

This fee is to inform, counsel, assist, and educate pregnant people and their partners about their options for an unplanned pregnancy. This includes all avenues of advertising and promotion including but not limited to radio/tv, social and digital media, search engines, etc. It also includes the cost of maintaining and updating the website, and community outreach and training to clinics, hospitals, and other resource organizations. It also includes the option of a family's profile being featured on the agency website,

YouTube, Parentfinder.com and their affiliates, as well as assistance with written profiles. The program fee is due prior to attending the Profile Meeting and due again when families apply to adopt a second or third time.

The fee once paid, is considered earned regardless of whether the family enters the Profile Book or not, or if they decide to withdraw from the Agency program after it is paid, including the event of a successful pregnancy, surrogacy, or adoption placement. Families must enter the profile book within 6 months after attending the profile meeting, or their file will be closed.

A YouTube video is required for each family entering the Open Adoption Program. The cost of making the video is paid to the video company and is not included in the Program Fee. The video must be redone after 3 years as people change their appearance and circumstances.

EXPECTANT PARENT MATCH – FEE AVAILABILITY

Families must have all the agency fees required for placement available at the time of their match with an expectant or birth parent. Because emergency placements can happen quickly, fees should be kept in a liquid account in which they can be accessed immediately. Failure to be able to meet their financial obligation will disqualify them for the placement and will be a reason to eliminate them from the Agency's domestic program.

PRE-PLACEMENT MEETING FEE

This fee is for staff time to facilitate meetings between prospective adoptive parents and expectant parents to facilitate the matching process and/or accompanying the two parties to any appointment (i.e. pre-placement meetings, hospital tours, prenatal appointments, Zoom, Microsoft Teams etc.). In the case of older child placements or children with disabilities, the fee includes time spent meeting with the prospective adoptive family individually to review medical records and/or material on the child and accompanying the family to meetings with the agency holding custody of the child. This ensures that the match is appropriate for all parties prior to placement. This fee may be deducted from the \$1,000 miscellaneous escrow fee rather than billed to the family.

PLACEMENT FEE FOR INFANTS THROUGH FOUR YEARS OLD.

This fee covers the administrative costs of the Agency and all services provided to prospective adoptive parents and expectant parents, including extensive supportive counseling, both group, and individual. The Placement Fee includes post-placement grief counseling for birth parents for as long as necessary. It also includes time spent coordinating services with other professionals (such as hospital personnel, social service departments, attorneys, and doctors). Additionally, it includes counseling time spent with the prospective adoptive parents during the pre-placement and placement process. The fee also covers the Agency's services as an Intermediary between the adoptive family, the child, and the birth parents during the 18 years that the child is growing up so that letters, pictures and medical information can be exchanged, and visits can be arranged. Any court appearances (if needed) will be charged separately.

In the case of twins or other multiple births, there will be an additional one-half placement fee per child to cover time spent on added legal and medical documentation.

For expectant parents residing in states where the agency is not licensed or where an expectant parent cannot receive in-person counseling from AFTH staff, there will be a reduction in the placement fee as there will be a need for an agency or attorney in the expectant parent's state to assist with the placement.

The placement and the post-placement fee are payable in full by certified check when a family is selected by the expectant parents. This fee will be held in escrow (without interest) and transferred to the Agency at the time of placement. **The fee that is in effect at the time the prospective adoptive parents accept the match is the placement fee that applies.** These fees **will be refunded** to the family if either of the biological parents has a change of mind **prior** to placement or if the family will not accept the child because of a medical condition at birth or placement which would classify him/her as medically or intellectually disabled. The agency considers this a “**disappointment.**” Post-placement fees will also be returned. The placement fee will **not** be refunded if the family changes its mind for a reason not previously described. In that case, the family will be removed from the program.

If there is a **disruption by the birth parents** in the adoption **after placement**, the unearned portion of the post-placement fee will be returned. The Placement Fee **is non-refundable** after placement occurs. However, the family will be credited for the amount of the placement fee earned, and there will be **no fee** for another adoption placement through the Agency’s domestic program. If the family who experienced the disruption receives the same baby from the same biological parent, however, the family will not be eligible for another agency placement without paying a new placement fee. If there is a **disruption by the adoptive family** that does not align with AFTH policies and profile key contract and the family is removed from the AFTH placement program, the unearned portion of the post-placement fee will be returned, but the placement fee remains non-refundable as services have been rendered.

AFTH arranges the match between expectant parents and prospective adoptive parents and if the family chooses to circumvent the agency and arrange a private adoption either for the current placement or any subsequent placement, the full placement fee at the time will be considered due and earned. The Agency will, of course, be willing to provide all adoption services for any of these placements.

PLACEMENT FEES FOR CHILDREN OVER FOUR

Older children are considered to be ages four and up. The usual Disruption policy does not apply to these cases and a portion of the fee is earned upon placement and the remainder returned if a disruption should apply.

Families receiving young children and/or children with disabilities will be required to have supervisory visits as deemed necessary by Adoptions From The Heart until the adoption is finalized. This may be as often as once a month. These reports are sent to the agency holding custody of the child and to the Interstate compact as required. The purpose of these visits is to assist families during the adjustment period as well as to ensure the safety and well-being of the child. Fees for more than four (4) visits are not included in the post-placement fee and due at the time of each meeting.

POST-PLACEMENT VISITS & REPORTS

Following the placement of a child, the agency will provide 3 to 4 post-placement supervisory visits and reports required by the court for finalization, depending on the requirements of the state. Three visits are minimally required in VA, CT, PA, and NY, and four visits are minimally required in DE and NJ. The location of these visits (in the home or in the office) will depend on the requirements of the state. The first visit needs to be done within the first 14 days after placement or approval of the Interstate Compact, and the other visits are completed during the following 6 to 8 months post-placement. Fees for more than four (4) visits are **not included** in the post-placement fee and due at the time of each meeting. The fee for these visits and reports is collected with the placement fee at time of match.

Post-placement supervisory fees are earned at placement; however, in the unfortunate event that there is a disruption in the placement, the remaining portion of the post-placement fees will be refunded to the family. The fee for post-placement supervisory visits for families adopting siblings or multiples will be one and a half times the fee for one child as there is a more extensive report, or two separate reports required depending on the court. Written reports of these visits will be kept in the Agency's records and used to compile the final court report and sent to the Interstate compact (when applicable). After the state-required visits, the family must be seen quarterly until the adoption is finalized, and there will be an additional fee for these visits if required.

Families are offered supportive counseling before and after placement. The agency will provide families with full reported social and medical background of the child's birth parents and an opportunity to personally meet the birth parents (if the birth parents are agreeable) so the adoptive family can relay an accurate picture about them to the child in the future. Adoptive families are offered continued courses on pertinent topics after placement as well. Post-adoption counseling is also available to families. Social activities with other adoptive families, such as annual picnics and other branch office social events are held yearly, and families are encouraged to attend even after placement and finalization.

INTERSTATE COMPACT FEE

When a child from one state is placed with a family in another state, federal law requires that the Interstate Compact Administrators in both states must approve the placement. The family must remain in the child's state until approval is given. The Interstate Compact fee includes Agency services in preparing and filing the interstate paperwork, express mailing the request, and enclosing express mail envelopes for their return to expedite the approval. The fee is deemed earned at the time the packet is transmitted to the interstate office since the majority of services will conclude at this time. Adoptions From The Heart will also send the supervisory reports and the final adoption decree to the Interstate Office to comply with the law, without any additional charge.

If a family moves to another state after being placed with a child and the adoption is not finalized, there will need to be an Interstate packet filed from the state where the child was born into the state where the family is moving. If the placement was already an interstate placement, the first interstate would need to be cancelled after the new one is submitted. This will result in new Interstate Compact fees. *(Military families will pay half the ICPC fee if required to move or deployed to another area during post-placement, only if the full ICPC fee was paid during placement.)*

COURT APPEARANCE FEE

If a court requires a social worker's presence at the hearing for the termination of parental rights or finalization of the adoption, the Court Appearance Fee will apply.

COURT REPORT FEE

If a court requires a full written report from the agency or social worker regarding the family's placement and pursuit of a legal adoption, the Court Report Fee will apply

SURRENDER OF PARENTAL RIGHTS TO AFTH

This fee applies to situations where the biological parent(s) reside in the state of New Jersey or Connecticut or voluntarily choose to enter the state of New Jersey or Connecticut and terminate their parental rights to

their child under the laws of the state of New Jersey or Connecticut. Non-resident biological parent(s) can choose this means of terminating their parental rights only when placing their child with a New Jersey or Connecticut adoptive family.

New Jersey Surrender of Parental Rights and Consent to Adopt documents cannot be completed prior to 72 hours after the birth of the child, according to the state law. The Agency makes every effort to secure the Surrender of Parental Rights and Consent to Adopt as efficiently as possible. This fee is held in escrow and only deemed earned when the Surrenders are taken. The Agency videotapes birth parents signing their Surrenders to be able to prove that this was done voluntarily. The Surrenders also need to be notarized, so a notary needs to attend the meeting as well.

Connecticut Surrender of Parental Rights cannot be signed until 48-hours after birth. The CT Surrender fee includes the court filing fees.

ADOPTION FINALIZATION IN CONNECTICUT

Adoptions From The Heart completes the finalization of adoptions in Connecticut for families residing in Connecticut and families whose babies are born in Connecticut. An attorney is not required for Connecticut adoptions, and finalization fees are paid to the agency instead of an attorney. If the adoptive parents are not residents of Connecticut, there is an additional court fee required by the state.

RESPIRE CARE OPTION

Occasionally a biological family requests that their baby be placed in a temporary respite care home while they decide about an adoption placement. Respite care may also need to be used if a DNA paternity test is requested. The prospective adoptive family will be responsible for the respite care fees and it will be deducted from their Medical/Miscellaneous Escrow account.

MISCELLANEOUS ESCROW FEE

All families in the agency's full adoption program are required to escrow \$1,000 into a medical/miscellaneous escrow account at the time of a match with expectant parents. This fee is never earned in full by Adoptions From the Heart but is available for medical and miscellaneous expenses that may come up after the placement, including ordering the birth certificate for court, transportation of the birth parent in agency Uber Account, UPS mailings, or paying for minor medical bills. The remainder of this escrowed fee will be returned to the family at the time of the adoption finalization when all outstanding medical bills are resolved. Any fees not collected at the time of service are still due and if not paid prior to placement will be billed or taken out of miscellaneous escrow. Remaining escrow funds may be donated to AFTH; families will receive a letter to donate a portion or full remaining escrow funds, this is not a requirement. An itemized accounting will be given to the family when the remainder of the money in this account is returned after the adoption is finalized and a donation made or denied.

NY Surrender Witnessing & Notary Fee

This fee is for the social worker's or approved witness time to attend the Surrender of Parental rights in NY cases. It includes all travel expenses. The fee is due with the escrowed placement fee.

TRAVEL FEES

Travel time is charged by the half-hour based on the mileage to the family's home or meeting location. A minimum travel fee of 30 minutes is charged per case. The travel fee is applicable for visits to the home or meeting location outside the agency office, such as home visit inspections, home study sessions, post-placements, preplacement, and supervised post-placement visits.

SUPPLEMENTAL ADOPTION SERVICES

Adoptions From the Heart can provide supplemental adoption services for adoptive families who may require additional or alternative services. Fees for the services below can be located on the Supplemental Fee Schedule.

Counseling
Domestic Adoption Assistance
Family Assistance for Children in Foster Care
Post-Adoption Visitation between Birth and Adoptive Families
Private Adoption Assistance
Expectant Parent Counseling
Identified Adoption Services
Intermediary – Prospective Adoptive Parents – No Custody
Intermediary – Expectant Parents – No Custody
Interstate Compact Processing
Post-Placement Supervisory Visits
Home Assessments
Search and Reunion

FEES PAID TO OTHER SERVICE PROVIDERS

Video Taping

Adoptions From The Heart contracts with a private video company (All Ways Video) to create YouTube videos for each family in the domestic program. These are for the staff to show to expectant parents when reviewing profiles. You can also receive a video for yourself if you request one.

Legal Fees

In order to ensure prompt and orderly termination of parental rights of birth parents by the court, an attorney selected by Adoptions From The Heart will handle the Termination of Parental Rights hearings for all states except for CT, where the agency handles the legal process. The prospective adoptive family must contact the Agency-recommended attorney where the termination of parental rights will occur after your placement and arrange for payment to him/her. Although the Agency can take a surrender from biological parents in some states, there still often needs to be a court hearing to finalize it or to terminate the parental rights of an unknown or unwilling biological father. The prospective adoptive family will also be responsible for court filing fees, any required advertising fees, and process servers needed for the legal process. Be aware that if a termination of parental rights becomes contested, additional legal fees will be assessed by the attorney and will be the responsibility of the prospective adoptive family.

Families may use their attorney or continue with an Agency-recommended attorney to finalize their adoption after the supervisory period. Members of the American Academy of Adoption Attorneys (“AAAA”) are recommended to ensure proper adoption experience and efficiency. Adopting parents are

responsible for all legal fees whether incurred by Adoptions From The Heart and/or themselves if they retain separate counsel.

According to New York adoption regulations, biological parents and prospective adoptive parents must have separate attorneys. Prospective adoptive parents will have their own legal counsel finalize their adoption, and expectant birth parents will have a separate attorney assist with Surrenders. NY law requires all NY expectant parent(s) to meet with an attorney to advise them of their rights under the law and review the termination paperwork. **The prospective adoptive parents** are responsible for this fee regardless of the outcome of the placement.

Parental Claims by Biological Parents that may result in the Disruption of an Adoption

In some instances, the biological parent is unable or unwilling to identify the biological parent/father – either by full name/surname, address/whereabouts or precise circumstances surrounding the pregnancy. In these instances, the potential exists that an individual claiming paternity may come forward before the adoption is finalized. If he proves to be the biological father by DNA testing and he is within the legal rights, the agency will need to disrupt the adoption placement.

In the event that the family chooses to continue the placement, the prospective adoptive family will be responsible for the following expenses including but not limited to: private attorney representing adoptive family, Agency attorney, staff time for court appearances, and court-ordered visitation.

Medical Expenses

Some expectant parents are covered by private insurance, others have Medical Assistance, and others have no insurance. In the event that the expectant parent has no insurance, the prospective adoptive couple must pay the full cost of the prenatal care, labor, delivery, and laboratory expenses. The Agency typically holds the estimated medical costs in escrow for the family until the expectant parent's parental rights are terminated. If a person is seeing a private OB/GYN, however, their physician may request payment prior to birth. In this case, the prospective adoptive family could risk losing this payment since it would not be recovered if the expectant parent (s) changed their mind about the placement. The estimated medical fees will be requested from the prospective adoptive couple prior to placement and held in escrow. Prospective adoptive parents should be aware that any and all unforeseen medical bills related to pregnancy and delivery will be their responsibility.

Adoptive applicants should check with their medical insurance carrier to ensure that they have coverage from birth for a child they are adopting and whether HIV testing of the child is included. If the insurance does not cover HIV testing, it will be the adoptive family's responsibility if they want to have it completed.

Families must secure medical insurance for their child immediately after placement and must have evidence of this coverage.

Living Expenses

Depending on state law, expectant parents may be entitled to have some of their living expenses paid. As a prospective adoptive parent, if you decide to assist an expectant parent with these expenses, please understand that these payments should be considered gratuitous in nature. Even if the law in their state allows repayment if they fail to complete an adoption plan, there is little likelihood the payments will be repaid to you.

Exclusive Client Services

Once a client applies to one of the Agency's programs, and they reside in the Agency's service area, all services must be performed by the Agency. Other agencies' home study updates, supervisions, etc. will not be accepted.

Translation Services

In the event a client speaks a language that cannot be translated by one of AFTH social workers, the agency will need to obtain a translator to assist in the translation.

SCHEDULE

I/We acknowledge that we have received the fee schedule which accompanies this document and is incorporated by reference. We understand that it expires **June 30, 2025**, and that we will be required to pay the **fee in effect at the time each service is rendered**.

I/We agree that we will promptly inform *Adoptions From The Heart* of any pregnancy or if we receive or are chosen to receive a child through another agency or private source after we submit our application. We understand that we will then be removed from the Profile Book but can return to eligibility if we do not become parents. In addition, *Adoptions From The Heart*, with their years of experience, does not allow families to receive the placement of a second child, from either another agency or private source, until their first adoption is finalized. Ignoring this policy could jeopardize the agency placement.

If, in the professional judgment of the counseling staff, clients exhibit any of the following behavior, *Adoptions From The Heart* has the right to terminate this contract without refund of any fees paid: (1) inappropriate behavior towards expectant parents; (2) dishonesty in response to *Adoptions From The Heart's* written forms or verbal questions; (3) seriously inappropriate behavior towards the Agency's staff; (4) illegal acts; and (5) non-compliance with client's responsibilities in completing paperwork, keeping appointments, etc. Refunds will not be issued due to any perceived emotionally traumatic issues that arise for adoptive parents during the placement process.

I/We have read and understood all of the above. With respect to the services and the associated fees, I/We agree to pay the fees that pertain to me/us at the time they are due.

Quality Assurance Process

If a family has concerns about the services being or have been, provided, they may put their concerns in writing to the District Supervisor of their local office. The District Supervisor will review the information with any staff involved and will then meet with the family to discuss their issues. Within thirty days after the meeting, the District Supervisor will send the family a written response to their concerns.

The family will be informed that if they are not satisfied with this discussion and decision, they can contact the Executive Director where a final and last decision will be made. This final decision will be sent in writing to the clients by the Executive Director within thirty days of the receipt of the complaint.

Exclusive Jurisdiction

The parties agree that any dispute, controversy or claim arising under or in connection with this agreement or its performance by either party shall be decided exclusively by and in the Court of Common Pleas or

Montgomery County, Pennsylvania. Each party waives any objection to the personal jurisdiction of such courts and agrees that it shall be barred from asserting any such objection. Each party hereby agrees to and does hereby waive any right to assert or move for transfer of venue to any court outside the Court of Common Pleas of Montgomery County, Pennsylvania.

For New York Families, nothing in this agreement shall directly or indirectly preclude an applicant or adoptive parent from pursuing administrative remedies available pursuant to New York law or regulation nor shall this agreement preclude or limit the ability of an applicant or adoptive parent from communicating with a State regulatory agency.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have set their hands and seals the day and date written.

Printed Name

Signature

Printed Name

Signature

Date

Branch Office

AP-29-AG 12/01/2024