



Adoptions From The Heart®

CONTRACT

DESCRIPTION OF SERVICES FOR INDEPENDENT, HOME STUDY ONLY, ETC. ADOPTIONS

The services described below pertain to independent domestic adoptions from private attorneys or agencies, other than Adoptions From The Heart.

FEES

Fees are subject to change. **ALL FEES ONCE PAID ARE NON-REFUNDABLE** except where specifically indicated. 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.

APPLICATION PROCESS

An initial fee must accompany all applications and reapplications to Adoptions From The Heart.

HOME STUDY

The Home Study Fee covers the investigative report that is required by state licensing regulations and state adoption laws. A "home study" is a written report about a family which includes aspects of their finances, how they were raised, their extended families, their relationships, their infertility, attitudes about child rearing, etc. Home study approval is required prior to adopting any child. The fee covers the time spent in securing all state required data and writing and typing 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. The fee must be paid in full before the home study is begun.

Home studies must be completed within 6 months of the receipt of your home study paperwork requirements. In NY, regulations state the home study should be completed within 6 months of the application date. Families who cannot or do not meet this time deadline will not be considered ready to adopt, and their file will be closed. The home study will not be written since non-compliance was on the part of the prospective adoptive parents. On a case-by-case basis the agency will review individual files to determine if the family is eligible for a 3-month extension, and a fee will apply. If the family is deemed ineligible and wishes to have their home study completed in the future, they will be required to have additional sessions and furnish current paperwork. They will also be required to pay a new application and home study fee. Families are only eligible for review for a home study extension one (1) time.

EMERGENCY/EXPEDITED HOME STUDY (Less than 6 weeks' notice from application process)

Occasionally and circumstantially, a family needs a home study completed faster than the typical 4-6 months of paperwork/education/Home Study process. All efforts will be made to complete the home study in less than six weeks. Families must complete their paperwork within the first

week to allow for completion of the home study. Please be aware that clearances can take several weeks depending on state(s) of residence. Please remember that there are many paperwork requirements that families need to complete and if they do not complete them within the first couple of weeks, the home study cannot be completed and written within the expedited time. Acceptance of expedition is on a case-by-case basis with the supervisor of each office to determine if caseloads can accommodate the emergency services. In cases where the adoptive family has a court date already scheduled before home study completion, they need to apply and have the first meeting scheduled at least six weeks in advance to the court date. There is an additional fee for this expedited service.

EDUCATION COURSES

Preparing for Open Adoption course or Education Course 2 for families who have already adopted, are required for all families. For families applying to have a home study approved for races/ethnicities outside of their own, the AFTH Transracial Adoption Education Course is required. For families applying to have a home study approved for children 12 months and older, the Non-Newborn Adoption Education Course is required. Attendance to these courses does not guarantee approval throughout your family evaluation and home study. Minimum education requirements by state must be fulfilled and more education courses may be required.

HOME STUDY EXPIRATION & UPDATES

Unless changes occur within a home, home studies expire at the end of one (1) year in PA, DE, NJ and NY, (24) months in CT and (36) months in VA. After that time, they must be updated to be current. The Agency requires that if a home study is more than 3 years old, it must be completely redone. In addition, if a family receives a child and wants to adopt a second child, the home study must be updated to include the first child. If a family in VA has a current home study done by another agency, VA State requires that all clearances must be redone and families must be seen once in their home. Six-month monitoring visits are required in Virginia until a child is placed in the home. Yearly updates are often required by ICPC and vary state by state.

HOME STUDY REVIEW

If a family has a current home study prior to applying to AFTH, a review of the home study will be charged to ensure that the home study complies with the requirements of Adoptions From The Heart.

ADDENDUM

A home study addendum is needed in cases where a family has moved, changed jobs or something sudden has happened in the family.

FORWARDING HOME STUDY AND OTHER DOCUMENTS IN AGENCY FILE

If a family requests that the Agency forward their entire file and/or much of the information in their file to another Agency or attorney or return a copy of their file to them, there will be a charge for the time and copying involved.

DOMESTIC ADOPTION ASSISTANCE FEE

This fee is for Agency expertise and guidance after the home study is complete, as well as liaison services between the family and attorney or agency. For Domestic adoptions this service applies to families who may be working with a private attorney or another adoption agency. Adoptions From the Heart will be providing counseling and support for the adoptive family and on-going communication with the attorney or agency during the length of the case.

AGENCY NOTIFICATION OF CHILD IN HOME

Adoptions From The Heart requests that families notify the agency of placement of a child into their home. If a child is received from out of the family's home state, the Interstate Compact for Placement of Children will list Adoptions From The Heart as the supervising agency and we will be required to perform the post-placement supervision visits and reporting. If a child is received from the family's home state, post-placement supervision visits and reporting may be required by the court to finalize the adoption. Fees for post-placement visits and reporting are listed on the Supplemental fee schedule.

EXPECTANT PARENT COUNSELING

This counseling is provided by experienced adoption counselors and can include the expectant parents' extended families. In PA, attorneys can apply to the applicable Orphans Court in PA for funds that can be paid to the Agency to cover this cost. However, in NJ, DE, NY, VA and CT, the family will have to pay this fee.

PARENTAL PLACEMENTS

A Parental Placement is an adoption which is arranged by the prospective adoptive parents or the expectant parents prior to engaging the services of Adoptions From The Heart. The services provided are to both the prospective adoptive parents and the expectant parents. The fee is earned in two portions and includes a home study report, a visit between the expectant parents and prospective adoptive parents and two (2) counseling sessions with the expectant parents alone and the hospital visit. (See contract for more details.)

FAMILY COUNSELING (normally post-adoption finalization)

Counseling is available on an as needed basis. If a family adopting from an agency in another state experiences adjustment problems after the supervisory period is over, they can avail themselves of counseling at the Agency offices. This counseling will be done with experienced social workers who are familiar with family dynamics and adoption issues. The fee can be found on the Supplemental Fee Schedule.

IDENTIFIED ADOPTION FEE

The services provided for an Identified Adoption are to both the prospective adoptive parents and the expectant parents. The services are listed in detail on the Identified Adoption Contract. Escrowing of money for medical or other expenses is available for an additional fee to the

Agency. The final portion of the Identified fee will be earned at the time of placement. Please be aware that no portion of the identified fee will be refunded after placement, for any reason.

Additional fees will be charged if any of the following services are needed: travel, NJ or CT Surrender of Parental rights, filing of an interstate compact, exchange of letters and pictures, biological father searches, court costs. The entire Identified fee is paid and put into an escrow account upon the Agency's involvement with the case and is earned as per the Identified contract.

INTERMEDIARY SERVICE FEE – PROSPECTIVE ADOPTIVE PARENTS (No Custody)

Intermediary services are provided to the prospective adoptive family only. When services are requested for both the prospective adoptive family and the expectant family, this is considered an Identified Adoption.

When the prospective adoptive family lives in the areas of PA, DE, NJ, VA, CT and NY that the Agency serves, the Intermediary Service Fee is for coordinating the placement with the other state's agency and/or attorney and the interstate compact coordinator, providing post placement supervision and sending final reports to the Court. If a home study, court appearance or some type of special report is needed, there will be an additional fee. The entire Intermediary Fee is due upon acceptance of the case. IF the child is not placed with the family, the escrowed post-placement fees would be returned.

INTERMEDIARY SERVICE FEE – SPECIAL NEEDS/FOSTER CARE PLACEMENTS

This service also applies to families who contact AFTH to act as an Intermediary for them when they wish to be presented as a possible adoptive placement for a particular child/ren they have seen listed as eligible for adoption who are currently in Foster Care with either a State Agency, County Agency, the National Adoption Center, or Private Foster Care Agency. (Agency must be non-profit for NJ placements). Some of the services provided will be; initiating contact with the placing agency, forwarding the approved home study to the placing agency, review with the family any detailed information received on the child/ren and suggest areas that the family may wish to discuss with a medical or mental health specialist to help them determine if they are prepared for and wish to continue being presented as a potential family for this child/ren. AFTH will remain in contact with the family and the placing Agency throughout the wait period until a determination has been made if they have been selected for this particular child/ren. When needed, AFTH will also coordinate the payment of services contract with the placing agency for reimbursement and payment of costs such as the home study, post placement supervisions and court reports. This fee is due prior to AFTH's contact with the listing Agency.

The entire Intermediary fee is due upon the Agency's involvement with the case and is earned as per the Intermediary contract.

INTERMEDIARY SERVICE FEE – EXPECTANT PARENTS (No Custody)

The Intermediary Service Fee is for facilitating and coordinating an adoption placement with the other state's agency and/or attorney and the interstate compact. The Intermediary fee includes 2-3 hours of counseling to expectant parent(s) pre-and/or post placement, visiting the expectant

mother in the hospital and obtaining surrenders from the adoptive parent's state. It also includes obtaining the social background of the expectant mother and the medical records.

The entire Intermediary fee is due upon the Agency's involvement with the case and is earned as per the Intermediary Service Contract Expectant Parents – No Custody.

INTERMEDIARY SERVICE FEE - CUSTODY TAKEN – NY ONLY

The Intermediary Service Fee is for facilitating and coordinating an adoption placement with the other state's agency and/or attorney and the interstate compact coordinator, accepting custody of the child from the placing agency, providing post placement supervision and sending final reports to the Court and inter-state compact administration.

The entire Intermediary fee is due upon the Agency's involvement with the case and is earned as per the Intermediary Service Contract Custody Taken NY Only.

AGENCY SURRENDER OF PARENTAL RIGHTS

This fee applies to situations where the birth parent(s) reside in the State of New Jersey or Connecticut or voluntarily choose to enter the State of New Jersey or Connecticut to 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 resident). New Jersey Surrender of Parental Rights and Consent to Adopt documents cannot be completed prior to 72 hours after the birth of the child. 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 72-hour Surrenders are taken. Connecticut Surrender of Parental Rights cannot be signed until 48-hours after birth. The CT Surrender fee includes the court filing fees.

ADOPTION COMPLAINT INVESTIGATION (A.C.I.) (NJ Only)

In a private New Jersey adoption, the Agency is required to conduct an investigation into the circumstances and appropriateness of the placement and submit a Report to the Court prior to a Preliminary Hearing. In the case of adoption by a close relative, the Court may finalize the adoption at the Preliminary Hearing and no further agency services are required. In most cases, a full home study must be completed prior to the Preliminary Hearing and the Court orders the Agency to provide six months of supervision and submit a second Report to the Court prior to a Final Hearing. All fees for a private adoption, including an escrow for travel fees, Fed Ex of documents or other miscellaneous expenses, are collected prior to any services being performed. Fees are earned as services are performed and any unearned fees are refunded upon finalization of the adoption.

INTERSTATE COMPACT FEE

When a child from one state is placed with a family in another state, the interstate compact administrators in both states must give approval of the placement. The family must remain in the child's state until approval is given. The 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 to the interstate office as well as the final adoption decree to comply with this 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 compact filing form 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.)*

MEDICAL RECORD FEE

This fee is for the requesting, reviewing, and redacting of medical records for the birth mother and child, including prenatal records and labor/delivery and hospital records. In some cases and jurisdictions, it will be required that medical records be requested and provided to the adopting parents, and in other cases, it may be optional.

BIRTH FATHER SEARCH FEE

If the birth father is not involved in adoption planning, the agency may be required to search for him to determine his agreement with the adoption plan, and secure his consent to the adoption. This is not an optional service in jurisdictions where a search for the birth father must be completed for the court process.

Legally Enforceable Future Contact Agreement Assistance Fee: If the birth parents request a legally enforceable future contact agreement with the adoptive parents in the states where this is allowed, the agency will collect this additional fee. This fee allows the agency to serve as a liaison between the birth parents and adoptive parents for the length of the agreement, and includes assistance in setting up visits between the parties. The exchange of pictures and letters through the agency as an intermediary is available for an additional fee.

ONGOING CORRESPONDENCE FEE

This fee allows Adoptions From the Heart to act as an intermediary between the adoptive parents and birth parents in the exchange of correspondence (pictures, letters, and gifts) until the child is 18 years old. This service also includes physical or electronic storage of copies of all correspondence as a record.

PAYMENT OF MEDICAL/HOUSING EXPENSES FEE

This fee allows Adoptions From the Heart to collect, coordinate, and distribute funds for the payment of medical and housing expenses for expectant and birth parents.

POST-PLACEMENT SUPERVISORY VISITS

Post Placement supervisory fee includes an in-office and/or home visit with a resulting written report. State regulations must be followed on schedule and location of the post-placement supervisory reports.

The expected post-placement fees based on location and regulations are payable in full by certified check when a family is selected by the expectant parents and before placement. This fee will be held in escrow (without interest) and transferred to the Agency at the time of post-placement visitation and reports. Any unearned fees will be refunded to the family at dissolution of the placement or after finalization of the adoption.

Families receiving older and/or special needs children 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/or to the interstate compact. 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.

POST ADOPTION VISITATION BETWEEN BIRTH AND ADOPTIVE PARENTS

This service is only provided when requested by either or both the adoptive and/or birth parents. If the adoptive family requests this service they will be financially responsible for paying the fee. The fee is for facilitating meetings between the families and/or providing counseling.

Adoption Subsidy/SSI/Disability Application

Each state regulation provides that children adopted through private agencies may be eligible for adoption assistance benefits if they meet certain requirements. Each state has its requirements for eligibility, and the guidelines for these are defined on AFTH's Post Placement Process form. Families who adopt children who they believe meet these requirements and who wish to apply for adoption assistance should follow these guidelines and should make such application prior to finalization of their adoption. Adoptions From The Heart will provide documentation and assistance if needed.

LEGAL FEES

All legal fees are the responsibility of the adoptive family. It is highly recommended that families secure a member of the American Academy of Adoption Attorneys ("AAAA") 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.

SCHEDULE

I/We acknowledge that we have received the fee schedule, which accompanied this document and is incorporated by reference.

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 attitude and/or remarks regarding people of another race or

culture; (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. 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.

Complaint Process

If a family is not satisfied with the services being provided, they are entitled to discuss their particular situation with the District Supervisor of their local office. The District Supervisor will review the situation with the adoption social worker/counselor and will make a decision regarding the complaint. The District Supervisor will discuss the situation with the family and attempt to settle the situation. Within thirty days of learning of the complaint, meeting and/or speaking with the family, the District Supervisor will send a written response to the complaint. 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 her 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.

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

Signature

Date

Signature

Date