



Adoptions From The Heart®

CONTRACT DESCRIPTION OF SERVICES FOR INDEPENDENT INTERNATIONAL ADOPTION

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 all checks as they will be your only receipt.

APPLICATION PROCESS

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

HOME STUDY

The Home Study Fee covers the educational and investigative report required by state licensing regulations and adoption law. A "Home Study" is a written report about a family. The entire Home Study process must be completed within a six month period. Home Study approval is required prior to adopting any child. The fee covers the time spent meeting with families, securing all required data, and writing the report. **Payment of the fee does not guarantee approval of a family for adoption or placement of a child.** Adoption counselors conduct the Home Study, and their decisions and recommendations are binding. The fee must be paid in full before the family is seen.

If Adoptions From The Heart completes the Home Study, the family must agree to use Adoptions From The Heart, whenever possible, for their Post-Adoption or Post-Placement services.

EDUCATION FOR INTERNATIONAL ADOPTIONS

Families in the Agency service area are required to attend a one-day course specifically designed to prepare families to adopt children from abroad. For families who are adopting internationally for a second time, a separate course is offered. The Course covers topics such as: separation and loss, the impact of institutionalization on children, long term implications of becoming a multi-cultural family, bonding and attachment, speaking with children about adoption, and numerous other issues. Families will need to supplement this education with other training provided via programs outside of the Agency.

If the prospective adoptive family lives in an area where the Agency does not have an office, and cannot attend an Agency-offered Education Course, the Agency requires that the family attend any required education sessions on international adoptions via programs outside of the Agency.

EMERGENCY HOME STUDY

Occasionally a family needs a Home Study completed in one or two weeks. In this case, the family must complete their paperwork (except for required police and child abuse clearances, which can take a number of weeks to attain) within the first week so that the sessions and report can be completed during the second week. Please remember that there are quite a few paperwork requirements for families and, if they are not completed in a timely manner, the Home Study cannot be completed. There is an additional fee for this expedited service.

HOME STUDY EXPIRATION & UPDATES

Unless changes occur within a home, Home Studies expire at the end of one (1) year in PA, DE and NY, eighteen (18) months in NJ, twenty-four (24) months in CT, and thirty-six (36) months in VA. Also, Home Studies will sometimes need to be updated in order for families to comply with USCIS regulations. The Agency requires that, if an original Home Study is more than 3 years old, it must be completely redone. If a family is required to, or otherwise intends to (re)adopt a child in the United States, the Home Study must meet state requirements. If a family residing in VA has a current Home Study completed by an agency other than Adoptions From The Heart, the State of Virginia requires that all police and child abuse clearances be redone, and for the family to be seen at least once in its home by Adoptions From The Heart.

INTERNATIONAL ADOPTION ASSISTANCE FEE

This fee is often applied for services above and beyond the Home Study, such as assistance with Immigration documents and processes, assistance with documents for foreign dossiers, notarization of documents, referrals to other professionals, and Post-Placement/Adoption advice and services such as regarding acquisition of state-issued Birth Certificates and/or Adoption Decrees, Social Security Cards, U.S. Passports, and U.S. Certificates of Citizenship. The fee is due before the family receives services such as, but not limited to, those listed.

FORWARDING HOME STUDY AND OTHER DOCUMENTS IN AGENCY

If a family requests that the Agency forward a copy of its file contents to another agency, or provide a copy of file contents to the family, there will be a charge for the time involved. If a family needs only for its Home Study to be sent, there will not be an extra charge.

POST-ADOPTION AND POST-PLACEMENT SUPERVISORY VISITS

Post-Adoption and Post-Placement supervisory fees include in-office or home visits, with a resulting written report. An escrow deposit is required, and any balance will be returned to families upon completion of all Post-Adoption or Post-Placement requirements. The fees are due prior to the release of the completed Home Study. Post-Adoption and Post-Placement services must be completed by Adoptions From The Heart. In NJ all supervisory visits are required to be in the home if the adoption has not been finalized abroad or if the family is re-finalizing the adoption in the U.S. Most foreign countries **require** families and agencies to provide such reports. Additionally, families seeking to (re)finalize adoptions in the U.S. may also need them. For cases in which a foreign country does not require any Post-Adoption or Post-Placement visits, Adoptions From The Heart will, at a minimum, require one such visit in the family's home within 1 month of a child's placement in the home.

INTERNATIONAL NJ ADOPTION REFINALIZATION REPORT

The fee covers both the Preliminary and Final Report to the Court to (re)finalize an adoption from a foreign country. One visit will be made to the adoptive family's home. At this visit, an investigation will be made into the circumstances of the adoption in the foreign country, and into how the child and the parent(s) are adapting to the adoption. The Agency's written evaluation and recommendation will be sent to the Court.

ADOPTION FINALIZATION AND U.S. CITIZENSHIP

In some cases, adoptions in a foreign country are not recognized by the U.S. as “full and final.” Such adoptions are required to be finalized in the U.S. In these cases, adoptive parents will additionally need to apply for evidence of their children’s U.S. Citizenship after finalizing adoptions in the U.S.

Adoptions From The Heart can provide guidance to families regarding completing these essential steps. Any remaining balance in a family’s escrow account will be held by the Agency until the family provides evidence of adoption finalization and U.S. Citizenship for the child in question. Further, additional supervisory reports may be required until an adoption has been finalized.

FAMILY COUNSELING

This counseling is available on an "as needed" basis. If a family adopting via another agency experiences adjustment problems after the supervisory period is over, the family can avail itself to counseling at the Agency offices. This counseling will be done with experienced social workers who are familiar with family dynamics, as impacted by adoption.

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 Agency 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.

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