

**A Family For Every Child**

(541) 343-2856/(877) 343-2856

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www.afamilyforeverychild.org

**Adoption Services Agreement**

**DATE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PARTIES:**

A Family For Every Child, doing business as (the “Agency”)

A Family For Every Child Adoption Agency

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “AP”)

**RECITALS:**

**A.** The Agency is an adoption agency providing services to adoptive parents;

**B.** TheAP desires to retain the Agency to provide adoption services as may be necessary or appropriate to or for the benefit of the AP; and

**C.** It is the mutual desire of the Agency and the AP to make certain agreements as more particularly set forth hereafter.

**AGREEMENTS:**

NOW, THEREFORE, in consideration of the foregoing Recitals, and the covenants and conditions contained herein to be kept and performed, IT IS AGREED:

**1. Services Provided by the Agency**

The Agency shall provide information and services as set forth hereafter.

1.1 Information and Reporting Requirements

The Agency shall supply the AP with information and comply with all reporting requirements required under applicable law.

1.2 Mandatory Orientation

The Agency shall conduct a mandatory orientation for the benefit of the AP. The AP is required to attend a mandatory orientation. At the mandatory orientation the Agency will discuss options and approaches including mentoring, foster-to-adopt and adoption. The Agency will review the steps in the home study process. The Agency will discuss topics that may impact the outcome of the home study or the adoption and decide together whether to proceed with the home study process.

1.3 Home Study

The Agency agrees to perform all services as shall be necessary and appropriate to complete a home study for the AP.

**2. Covenants of the AP**

2.1 No Guarantee

The AP hereby acknowledges and agrees that this Agreement in no way obligates or represents a commitment of the Agency to an adoptive placement. The AP understands that the Adoption Selection Committee representatives (or equivalent) are responsible for selecting a family for adoptive placement. There are many factors in the committee’s selection of an adoptive family that are not in the control of the Agency. The AP further acknowledges and agrees that they are informed that the Agency reserves the right to refuse to provide further services to any AP which the Agency determines does not fit the standards of an appropriate adoptive resource for a child.

2.2 Disclosures Regarding Home Study

The AP acknowledges and agrees that they have been informed and understand that during the home study process, areas of concern might arise that would need to be included in the home study document. These areas of concern could make committee acceptance of the home study unlikely and we will decide together whether to proceed with the home study or wait until concerns have been addressed in a manner satisfactory to the Agency. The AP understands that even if said concerns are addressed, the Agency will need to include stated concerns in the home study document along with the resolution. The AP understands that even with an agreed upon resolution, committee acceptance of the home study document resides with selection committee members and there is no guarantee that the AP will be chosen.

The AP understands that at the end of the home study process the worker will make a recommendation regarding the family’s ability to adopt, the number of children they are approved to adopt, and the traits or special needs of children they are approved to adopt. This recommendation will be based on multiple factors including, but not limited to the home, family members, parenting skills and background, family dynamics, and history.

The AP understands that they will submit their own home study (once completed) to any state that allows direct submission and that the Agency will submit the AP’s home study upon our request in states that require worker-to-worker contact. The AP understands that the Agency will only submit said home study on children that meet the qualifications that are approved in the home study. The AP also agrees to only submit their home study on children that meet the qualifications that are approved in the home study.

**3. Fees and Expenses**

3.1 Special Needs Adoption Payment

The AP shall pay to the Agency the fees and expenses in the amounts and at the times set forth herein. The AP is solely responsible for paying all costs and fees referred to herein.

The fees for services, as listed below, will become due and payable at the time the service is requested.

Service (Special Needs Adoption) Fee

Home Study – Special Needs $1,500.00

Service (Independent Adoption) Fee

Home Study – Independent Adoption $3,000.00

Post placement Supervision – (includes up to two visits) $1,000.00

Each subsequent visit required by the child's agency will be $500

3.2 Home Study Service Fees / Update Fees

The AP must fully pay to the Agency the Home Study Service Fee at the time a file is opened and the application is completed, prior to a Home Study being started. Typically, this is after an orientation or a meeting with the Agency Coordinator to determine that the family is a good potential match for foster care adoption. This will be paid to the Agency and may be paid online through Network for Good, mailed or dropped off at our AFFEC office.

Updating your study after it expires will cost $350.00

3.3 Travel Agreement

The Agency does not charge a mileage or travel fee. All mileage or travel time for services rendered will be negotiated between the AP and the Adoption Worker as more particularly set forth in a separate Adoption Worker Travel Agreement.

An Adoption Worker of the Agency may not be available in the AP’s area of residence, in which case travel costs would be applicable to the above terms.

In the rare case in which the Agency Adoption Worker would need to go out of the state for family representation, the AP must fully pay the actual cost of expenses related to the adoption.

3.4 Change in Fees

A version of this Agreement has been provided to the AP for information purposes at the time of initial inquiry or application. Because substantial time may elapse and circumstances may change between the time of the initial inquiry and the time when the AP is accepted and committed to the Agency program, the specific provisions, and amounts of fees may differ from the provisions and amounts that appear herein. The AP agrees that the Agency may change the amounts of expenses and fees so long as the change is applied equally and prospectively to all similarly-situated APs. These fee changes may be due to, but are not limited to, placements resulting in guardianship or permanent foster care. The AP agrees to pay the fees and expenses in effect at the time the services are rendered, regardless of the amounts stated herein.

As the adoption process will be different for each family, during difficult situations that require extra supports, additional charges may be applied. These additional charges will be discussed between the Agency and the AP and confirmed in writing before moving forward.

3.5 Contribution

The Agency gratefully accepts all contributions but does not require any contribution or donation.

**4. Fees and Expenses of Third Parties**

4.1 Placing Agency or State Public Agency

The fee agreement does not govern or apply to services that may be provided by a Placing Agency or by the State Public Agency. Such fees are determined by the Placing Agency and State Public Agency, not by the Agency, and the Agency is not a party to any fee agreement between the AP and any Placing Agency or State Public Agency.

4.2 Other Third Party Fees and Expenses

There may be other fees and expenses, payable to third parties, in addition to those specified herein, including, but not limited to the AP’s insurance or medical costs, unanticipated medical costs for the child, taxes, etc.

4.3 Indemnification

The AP hereby agrees to indemnify, defend, and hold the Agency harmless from any and all claims, fees, expenses, and damages related to any and all charges by third parties referenced in Sections 4.1 and 4.2 hereof.

**5. No Other Payments**

While this Agreement remains in effect, the AP shall not make or promise – or cause, solicit, or allow any third person to make or promise on the AP’s behalf – any gift or payment of any kind for adoption services or fees to any person or entity other than (a) the Agency, (b) such person or entities, state public agencies, Placing Agencies, or other entities as the Agency shall specifically designate, and/or (c) any legal counsel retained by the AP. This prohibition includes, but is not limited to, any government official or employee and any birth parent of a prospective adopted child.

**6. Default**

Time is of the essence of this Agreement. A default shall occur under the following circumstances:

6.1 Payment

Failure of the AP to pay any payment on or before the date required hereunder.

6.2 Performance

Failure of the AP to perform or comply with any covenant contained herein, other than payment, within twenty (20) days after written notice from the Agency.

6.3 Adoption Worker Travel Agreement

Any default by the AP under the Adoption Worker Travel Agreement between the AP and the Adoption Worker shall constitute a default hereunder.

**7. Remedies on Default**

In the event of a default by the AP, the Agency shall have the right to terminate this Agreement by written notice to the AP. In addition, the Agency shall also have the right to pursue any and all remedies available under applicable law.

**8. General Provisions**

8.1 Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and their legal representatives and successors.

8.1.1 Right of the Agency to Unilaterally Withdraw

The Agency has the right to, at its sole discretion, withdraw from this Agreement in such circumstances as the Agency determines that the AP is not appropriate or otherwise acceptable for placement of a child. Fees paid to that point are non-refundable, and all other provisions in this Agreement and the Agreements referenced herein remain in effect unless specifically rescinded by the Agency.

8.1.2 Home Visits

The Agency is generally contracted for post-placement supervision by the state from which the child’s case originates. Responsibilities placed on the Agency in such cases demand that the Agency physically visit the home of the AP. The Agency’s policy is to visit the AP and child/siblings within 7 days of placement and continue visits every month, at no time having a period of more than 30 days pass without such a visit. It is also the Agency’s policy to have every monthly visit occur in the AP’s home and to have all parties present. Having said this, the final Post Placement Calendar and visit requirements are set by the child's state and may be different then above. At the time of Placement, you will be given, and need to sign, a "Post Placement Adoption Agreement" which will outline all the requirements for your family’s placement during the Post Placement Period. By signing below, AP understands this policy and agrees to assist the Agency and the AP’s Adoption Worker with Post Placement scheduling of all visits.

8.2 Notices

Any notices to be given under this Agreement shall be in writing and shall be effective when actually delivered. If mailed, a notice shall be deemed effective on the third day after deposited as certified mail, postage prepaid, or directed to the other party at the last known address of each party.

8.3 Attorney Fees

In the event any suit or legal proceeding is commenced to enforce or interpret any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the losing party, all reasonable attorney fees incurred at trial and on any appeal.

8.4 Jurisdiction and Binding Arbitration

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in Eugene, Oregon. An award of arbitration may be confirmed in a court of competent jurisdiction. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in adoption procedure and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

8.5 Further Assurances

Each party agrees to execute and deliver such documents, and to do and perform such other acts and things, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement.

8.6 Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes and replaces all prior agreements, whether oral or written, relating to such subject matter.

**THE AGENCY: AP:**

A Family For Every Child, dba A Family

For Every Child Adoption Agency

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Adoptive Parent

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Adoptive Parent