



Heartsent

ADOPTIONS, INC.

Domestic and International Adoption with Heart

93 Moraga Way, #100 • Orinda, CA 94563 • Ph (925) 254-8883 • Fax (925) 254-8866

CA License 075202519

454 S. Marengo Ave. • Pasadena, CA 91101 • Ph (626) 793-8333 • Fax (626) 793-2738

Hague Accredited

7940 California Ave. #8 • Fair Oaks, CA 95628 • Ph (925) 254-8883 • By Appointment Only

www.heartsent.org

HOME STUDY CONTRACT AGREEMENT

WITH: _____

RESIDING AT: _____

The adoptive family named above engages Heartsent Adoptions, Inc. (“HAI”) to conduct a home study for the purpose of completing a domestic adoption.

AT TIME OF SIGNUP WITH HAI

The application fee and one-half of the total home study fee is due at the time of the signing of this Agreement. The balance is due after the second in-home visit by an HAI social worker. HAI fees in connection with this Home Study Agreement are not refundable. Please note that there will be additional fees for post adoption/post placement services required by HAI and/or your child’s birth state. These fees may vary according to the state requirements. Any post adoption/post placement services, including update reports, that are required by HAI and by the child’s state of origin, are estimated to the best of our ability on the attached Estimated Fee Sheet.

This home study will be conducted according to the laws of the state of California.

STATEMENT OF SERVICES

Upon receipt of all fees due, HAI agrees to conduct a home study of the adoptive family for a domestic adoption. The adoptive family must meet all State requirements, and comply with HAI policies for the successful completion of a domestic home study. Contracting with HAI to conduct a home study does not guarantee that the family will be approved, but assures that a careful and thorough assessment will be completed by HAI staff to determine adoptive parent eligibility. HAI does not guarantee the successful placement of a child even with an approved home study.

Heartsent Adoptions, Inc. will provide pre- and post-adoptive counseling for adoptive parents and assistance with completing home study-related paperwork. HAI agrees to provide the adoptive family with education and training concerning the inherent risks of domestic adoption, the domestic adopted child and associated issues, and a variety of classes which focus on various aspects of domestic adoption. Adoptive families, upon signing of this contract, agree to commence with the home study social worker visits and attend one orientation class, or pre-adoption session with HAI, and a minimum of one focus class within the first three months of their home study process, or an additional fee may be charged to restart the home study (see item #1 below).

Additional fees may apply which will vary according to the specific requirements of your case, post adoption/post placement services, including update reports, court reports and other documents and classes as required by HAI, the state of California, and your child’s birth state. Any additional fees are set forth in this document and on the attached Estimated Fee Sheet.

FEES FOR UPDATES AND SUPPLEMENTAL SERVICES

1. Families whose home studies are in need of updating because of postponement of service for an extended period will be charged a restart fee to be set by the Executive Director, depending upon family circumstances and home study needs.
2. Adoptive families whose studies have expired because of failure to obtain a child within the time limits of the law, for any reason, will be charged a reasonable home study update fee, to be determined by the Executive Director according to the additional work hours required to complete the update report.
3. HAI will assist domestic adoptive families wishing to complete their adoption in California for an additional fee.
4. Adoptive families whose home studies require more than three social worker visits will be charged for the additional necessary visits at a rate of \$100 per hour. These fees must be paid prior to completion of the home study.
5. HAI can work with adoptive families who use a child placement agency other than HAI. Such services will be rendered pursuant to a Supervised Provider Agreement (or the equivalent) between HAI and the child placement agency. In the event that the adoptive family chooses to discontinue working with an adoption

professional (attorney or agency) and then chooses to work with another of HAI's adoption programs, there will be a fee for such change as set by HAI, to be determined by the Executive Director according to the circumstances and reason for such change.

6. Families that live further than 60 miles round-trip from the office will be charged an additional mileage fee based on federal rates and the social worker's time.
7. Families adopting domestically may be required to be foster family certified by HAI. The foster family certification requirement arises in the event of an agency adoption when birth father rights have not yet been terminated and/or the birth father has not waived his rights as a biological father and will be charged at the rate of \$300. Compliance with this requirement is necessary for placement of a child in the adoptive home in the state of California.
8. For independent adoptions, families will be charged a coordination fee, which includes ongoing case management and coordination with DCFS, county offices, attorneys, and other agencies as required. This includes provision of documentation in support of the placement, post- placement requirements, and finalization as requested by agencies that are party to the adoption.

*Please see attached Estimated Fee Sheet for full disclosure of fees.

ADOPTIVE FAMILY RESPONSIBILITIES

The adoptive family agrees to abide by all program policies and regulations as set forth by HAI. These policies include but are not limited to: timely obtaining all required documents as directed by HAI; timely signing all required forms; full, complete and truthful disclosure of all necessary facts and information in response to HAI inquiries; attending at least one orientation and one HAI education workshop or other educational class within three months of the signing of this Agreement, and attending a minimum of 12 hours of education and consultation with the agency during the home study and general adoption period as required by HAI and your child's birth country.

The adoptive family agrees to conduct themselves at all times during the home study and adoption process in conformance with HAI policies and the laws of California. The adoptive family also agrees to conduct themselves in a courteous manner, being tolerant and diplomatic in its interactions with HAI and liaison program staff. Failure to do so, along with the failure to pay fees when due, the failure to be truthful and candid, or any other violation of HAI policies will result in the termination of this Agreement with no refund of any fees. The adoptive family acknowledges and is aware of the risks inherent in domestic adoptions which have been explained to the adoptive family by HAI. The adoptive family assumes all such risks and uncertainties and agrees to hold HAI harmless for such risks and uncertainties.

REFUNDS

Once the home study process has commenced, no fees will be refunded except at the discretion of the Executive Director, and depending upon circumstances of the discontinuation of the home study.

LIMITATION OF LIABILITY

The adoptive family agrees that in the event a claim or cause of action not precluded by this Agreement or the Attachments enclosed is made, under no circumstances will the liability of HAI exceed the total of payments made to HAI from the adoptive family.

OWNERSHIP OF HAI FILES, DOCUMENTS AND DOSSIERS

HAI retains ownership of the original documents prepared on behalf of the adoptive family. The adoptive family acknowledges and agrees that the original home study, adoption dossier and related documents prepared by HAI remain the property of HAI and may not be used in connection with any adoption with which HAI is not involved. In appropriate cases, HAI will release its files to the adoptive family pursuant to statute. The adoptive family agrees to reimburse HAI for the costs of copying and forwarding its files for release pursuant to these provisions, in advance of such copying. The contents of the HAI home study are not released to any party without prior approval.

GOVERNING LAW

The adoptive family and HAI agree that this Agreement shall be governed in all respects by the laws of the State of California and that all claims relating to the validity, construction, interpretation, and enforcement of this Agreement, whether sounding in contract or tort, shall be determined in accordance with and under the laws of the State of California. The parties further agree that the state court in California shall have exclusive personal and subject matter jurisdiction over the parties and all actions, suits, and proceedings of any type instituted by the parties or on their behalf, in connection with or arising from this Agreement. The parties agree that the exclusive venue for such actions, suits and proceedings shall be Contra Costa County, California.

LEGAL EXPENSES

If any action or legal proceeding of any type is brought by either party in connection with this Agreement or for any claim arising out of this Agreement, the parties agree that the prevailing party shall be entitled, in addition to such other remedy or relief as may be granted, to be reimbursed by the losing party for all reasonable costs,

expenses and attorneys' fees incurred by the prevailing party in connection with the action or proceeding.

WAIVER

By signing this Agreement, the adoptive family acknowledges that they have been advised of the risks of domestic adoption. Those risks have been explained and discussed by HAI staff, and are spelled out in this Agreement. Through discussion with HAI staff, attendance at educational workshops or classes, and reading about the risks inherent in any adoption, the adoptive family agrees to become aware of the issues and risks of their adoption. The adoptive family understands that because adoption risks exist in the process, HAI cannot assure the adoptive parents that there will be a successful outcome. The adoptive family hereby agrees that if an undesirable outcome occurs with respect to the adoptive family's adoption case processing, or with respect to the long-term health of their adoptive child, or with respect to any other matter, the adoptive family assumes the risk, and the consequences of that outcome. The adoptive family agrees to hold HAI harmless for any of the costs incurred during or after the adoption process as a result of the occurrence of an undesirable outcome. The adoptive family hereby agrees to waive liability, and hold harmless, each of HAI's successors, assigns, officers, directors, employees, owners, agents, volunteers, attorneys, representatives and corporate affiliates (collectively, the "Released Parties"), and to fully and forever release the Released Parties from any and all actions, causes of action, suits, debts, accounts, liability, damages, attorney's fees, claims, counterclaims, and demands whatsoever, whether arising in contract or in tort, including claims for negligence, and whether in law or in equity, which the adoptive family had, now have, or hereafter can, shall or may have for, upon, or by reason of any matter, cause or things whatsoever arising out of or relating to a domestic adoption risk, and including, without limitation, (a) the mental, medical, social, emotional, or psychological conditions of the birth or legal parents and/or their relatives; as well as general conditions of the legal parents; (b) any problems, delays or failures relating to the birth parents and/or their family relations; (c) the medical, mental, social, emotional, and developmental condition of the child(ren); (d) the family background, prior history and care and previous experiences of the child(ren); (e) any changes in the laws, regulations, policies, or administrative requirements of any state; (f) any failure of any governmental or administrative judge, agency, official, employee, or agency to approve or promptly process the adoption; (g) war, terrorism, crime, acts of God, natural disasters, or any other conditions, matters, or causes beyond the control of HAI. The adoptive parent(s) further agree to indemnify each of the Released Parties for any claims, costs, damages, or expenses incurred relating to, or arising from, the occurrence of a domestic adoption risk, including without limitation, unknown medical conditions of the child(ren).

All hold harmless and other provisions contained in this paragraph, elsewhere in this Agreement, and the Attachments thereto are each to be construed to have the broadest meaning permitted by law. Where apparent conflicts exist, the provisions are to be harmonized to provide maximum protection from liability to the Released Parties. Any duplication found in the Agreement and Attachments thereto shall not be cause to strike or nullify one provision in favor of another. This Agreement cannot be modified without written agreement between both parties in writing.

I/We, the adoptive family, have discussed our adoption and concerns with a representative of Heartsent Adoptions, Inc. I/We understand the terms of this contract and agree to be bound by them. Signing of this contract serves as my/our consent for the release of any and all adoption-related information between HAI and appropriate individuals or agencies related to the processing of an adoption home study through HAI. I/We understand HAI's grievance policy and procedures which allow us to register a complaint with the agency if needed.

HAI domestic home studies represent a full and complete statement of all known and disclosed facts relevant to the eligibility and suitability of the prospective adoptive parent(s) to adopt a child under any specific requirements identified to the child's state of origin.

_____ Adoptive Parent 1	_____ Date
_____ Adoptive Parent 2	_____ Date
_____ Executive Director, Heartsent Adoptions, Inc.	_____ Date