

CLIENT(S) PLEASE INITIAL ACCEPTANCE OF EACH PAGE UPON EXECUTION OF AGREEMENT: ____ / ____

HOPE FOR FAMILIES



Adoption and Counseling Services Inc.

130 South Indian River Dr., Suite 301, Fort Pierce, FL 34950
Office: (772) 429-3334 Toll Free Pager: 1(877) 300-8771 Fax: (772) 429-3336

REGARDING AGREEMENT FOR INTERSTATE ADOPTION SERVICES

DATE: _____, 2010

Adoptive Parents:

Address: _____

Phones: _____

Dear _____,

Hope for Families must complete the adoption home study for your family as this the first step in the adoption process allowing us to represent you to the Sending Agencies and receive information about the children to share with you. Adopting children who are currently living in foster care homes in other states legally require the professional and clinical service of a licensed child care facility such as Hope for Families Adoption. Due to Interstate Compact requirements and to protect children, the state agencies involved are not permitted to release the detailed information you would need to make a decision about adoption directly to you. These agencies are mandated to release confidential information about the children only with another licensed agency. They also need to receive the home study directly from that agency and cannot begin child placement until you have signed an agreement with your Florida agency as your case worker. Hope for Families will review all information the sending state releases, forward to you all information about the child including history and medicals. We will then discuss with you all the issues about the child arising from the information and then advise the sending state agency about your continuing interest level and assist you in creating an action/treatment plan if needed. Hope for Families will appear telephonically on your behalf at the sending state's child placement conference. After referral, we coordinate with the sending state to do the child's post placement monitoring and reports, usually at NO extra cost to you. This interstate program is a lot of work but the rewards of adopting a child in need here in America are intrinsic. The extra services that you would need our agency to provide are obtained through this two year agreement which is attached for a non refundable fee of \$9,000 as per the agreement. In the event that the adoption placement has not occurred within the two years of this agreement, consecutive agreement coverage is available at \$250 per each additional month payable in advance. There are limitations to this service and liability that Hope for Families is offering as per the agreement. If you would like Hope for Families to assist you in reviewing prospective children for adoption and interacting with sending agencies, then please carefully read, then sign the agreement and send it to Hope for Families, along with the initial payment of \$3,000. After we receive the agreement, you can sign onto our list of 120 webs sites such as www.adoptuskids.org and the individual state Heart Galleries in other states and begin to look for children using us as your case worker and receiving agency. It is our sincere intention to make adoption more affordable and so we accept the balance of \$6,000 split into monthly payments of \$1,000 by check or credit card on our PayPal account.

We are honored to serve you in your adoption,

Dr. Kenneth N. Brown LMFT

DR. KENNETH N. BROWN LMFT

(D.MIN., M.DIV., DIP. O.P.C., B.SC., L.C.M.F.T.)

FLORIDA STATE LICENSED MARRIAGE AND FAMILY THERAPIST # MT 1805

LICENSED CHRISTIAN MARRIAGE AND FAMILY THERAPIST (FACCT)

CLINICAL A.A.M.F.T. AND F.A.M.F.T. MEMBER # 81631

FLORIDA ASSOCIATION FOR MARRIAGE AND FAMILY THERAPY)

CERTIFIED FOR CONDUCTING HOME STUDIES

DIRECTOR HOPE FOR FAMILIES ADOPTION AND COUNSELING SERVICES (#100009079)

(AMERICAN/
FLORIDA STATE
CLINICAL

HFF Agreement for Interstate Adoption Services

WHEREFORE, the Florida licensed non-profit adoption agency known as **HOPE FOR FAMILIES: ADOPTION AND COUNSELING SERVICES, INC.**, 130 South Indian River Dr., Suite 301, Fort Pierce, FL 34950, including its

Hope For Families: Adoption and Counseling Services, Inc.
Agreement for Interstate Adoption Services

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U.S. owners, directors, employees, agents, independent contractors, registered interns, attorneys, counselors and/or representatives, (hereinafter referred to as "**HOPE FOR FAMILIES**" or "**HFF**")
And full Name(s) _____,
with phone number(s) _____ Home, _____ Cell, _____ Other, _____,
and with address (street, city, state, zip) _____,
as the prospective adopting parent(s) (hereinafter referred to as the "**CLIENT(S)**") hereby enter into this agreement for Interstate Adoption Services for two years as per the signing date, as follows:

SECTION A: RESPONSIBILITIES OF HOPE FOR FAMILIES

1. To act as a social service, adoption receiving agency by providing Interstate Child Review Services on behalf of the CLIENT(S) so that they can receive information from other social work agencies/ adoption networking agencies/ adoption photo-listing facilitators regarding the CLIENT(S)' prospective adoption of a waiting foster child.
2. To review information received from other social work agencies/ adoption networking agencies/ adoption photo-listing facilitators, etc. regarding the specific child(ren) who is/are available for adoption.
3. To in turn share the information received and reviewed regarding the specific child(ren) who is/are available for adoption with the CLIENT(S), and to discuss possible implications of the information received with the CLIENT(S).
4. To assist the CLIENT(S), as potential adoptive parent(s), devise reasonable parenting plans and treatment strategies for the prospective adoptive child referred to in numeral A2 above.
5. Upon acceptance and approval of the CLIENT(S), to communicate approval and/or acceptance of a prospective adoptive child(ren) back to the facilitating agency who sent the information concerning said child, if satisfying all applicable legal and ethical obligations related thereto.
6. To conduct post placement services to the CLIENT(S) for an additional fee, if requested by the CLIENT(S).
7. To provide additional reports or information to the facilitating agency on behalf of the CLIENT(S) for an additional fee, if requested by the CLIENT(S).
8. To assist the CLIENT(S) in complying with the legal requirements of the Interstate Compact on the Placement of Children (ICPC) when interstate adoption is applicable, if requested by the CLIENT(S), including the assistance with legal forms required to be submitted to the ICPC administrator of the Sending State.
9. To provide the CLIENT(S) with any available information regarding its adoption and counseling services, including information on the internet at www.hopeforfamilies.org.
10. To provide the CLIENT(S) with moral and emotional support and guidance throughout the applicable adoption process, with approved counselors on call during operating business hours to assist with questions and doubts regarding the process. HOPE FOR FAMILIES understands that adoption is a rewarding and exciting experience, but also one that is very emotional for the CLIENT(S) as *there are delays and difficulties in every adoption*.
11. To keep all information and documentation regarding the CLIENT(S) and the adoptive child(ren) strictly confidential as HOPE FOR FAMILIES will respect the integrity of the professional relationship.
12. To understand how important this time is for the CLIENT(S) and to strive to return inquiries within reasonable timeframes in order to make this a positive and rewarding experience for all involved, though no specific time frames are guaranteed unless otherwise specified.
13. HOPE FOR FAMILIES may refuse its services to anyone at any time in their sole and absolute discretion.

SECTION B: RESPONSIBILITIES OF THE CLIENT(S)

14. To keep HOPE FOR FAMILIES informed of all changes in status during the process, including written notification of changes of address, telephone or email; changes in marital status (separation or divorce); income; addition of a family member to the household; illnesses or death of any member of the household; pregnancy of the adopting mother; or any criminal charges brought against either of the CLIENT(S).
15. To promptly provide complete and honest answers in the adoption materials and disclose any related information.
16. To acknowledge understanding that it is very difficult in adoptions to know all issues involved with the adoptive child, and that HOPE FOR FAMILIES cannot and does not guarantee the health of a child and that HOPE FOR FAMILIES cannot and does not guarantee placement of any particular child(ren) with the CLIENT(S).
17. To acknowledge understanding that HOPE FOR FAMILIES cannot guarantee any information whatsoever regarding children that are eligible for adoption which has been provided by social workers and other social services professionals that are responsible for the care of such children. HOPE FOR FAMILIES does not perform any independent investigations to determine the completeness, truthfulness or accuracy of such information.
18. The CLIENT(S) agree to give honest assessments of medical conditions and age that they feel are acceptable for the child(ren) which they desire to adopt and to comply with all parent preparation and educational requirements under State, Federal, or as required by the Home Study agency and/or the Sending States regulations.
19. The CLIENT(S) agree that they will comply with all State, Federal, and regulations pertaining to the adoption of children. Furthermore, the CLIENT(S) understand that Section 63.042(3), Florida Statutes, states that "no person eligible to adopt under this statute may adopt if that person is a homosexual", and agree that they are following Florida law regarding their intentions with this Domestic Adoption Agreement.
20. The CLIENT(S) understand that they should obtain independent medical opinions for decisions of whether or not to accept the referral of a child and the CLIENT(S) furthermore expressly agree that they will not make the

Hope For Families: Adoption and Counseling Services, Inc.
Agreement for Interstate Adoption Services

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- decision to adopt a child based solely on any statement or representation by HOPE FOR FAMILIES, including its owners, directors, employees, agents, independent contractors, registered interns, attorneys and representatives.
21. The CLIENT(S) understand that if HOPE FOR FAMILIES gives any estimates as to time(s) periods involved in the adoption process, that the time periods are based on current information on that date and that at any time the process can become faster, slower or completely stop altogether beyond the control of HOPE FOR FAMILIES. The CLIENT(S) understands and agrees that HOPE FOR FAMILIES has no control over decisions of government, other state agencies or courts.
 22. The CLIENT(S) SPECIFICALLY understand and agree that HOPE FOR FAMILIES is not contracting in this agreement to act as the actual child placing agency for the adoption of the prospective child of whose information was reviewed on behalf of the CLIENT(S), but HOPE FOR FAMILIES is acting as the receiving adoption agency.
 23. The CLIENT(S) SPECIFICALLY understands and agrees that HOPE FOR FAMILIES is not contracting in this agreement to take custody of the child or take responsibility for foster care of the child at any time in that it is not contracting to act as placing agency in this agreement, and furthermore that the originating agency and state will maintain all medical information regarding the prospective adoptive child.
 24. The CLIENT(S) SPECIFICALLY understands and agrees that HOPE FOR FAMILIES is not contracting in this agreement to offer finalization of adoption services and is not guaranteeing placement or finalization of any prospective adoption child as these are the responsibilities of the Sending State.

SECTION C: HEALTH INFORMATION OF ADOPTIVE CHILD

25. The CLIENT(S) understand that children become available for adoption for many reasons, including being born out of wedlock, being born to impoverished and destitute families with many other children to care for, and being born to single mothers who do not have the means to care for the child and want to provide a better life for the child. Poverty, death, ill health, divorce, abuse or abandonment can be reasons for children to enter into orphanages or foster care and often little if any information is available about the child and his/her biological parents. Photographs of the child may or may not be available prior to the referral. Medical examinations will attempt to identify serious medical problems, but others may be undiagnosed, including emotional and genetic problems; and families who adopt must understand and accept the reality of medical, developmental delay, and attachment disorders risks.
26. The CLIENT(S) should also ask the pediatrician to review copies of any and all medical records received on the child. The CLIENT(S) also there may be genetic predispositions that have not been detected, thus it is advisable that the CLIENT(S) discuss this issue with a pediatrician and carefully consider all the medical/social data.
27. It is the policy of HOPE FOR FAMILIES to provide full disclosure of everything known about a child in order for the CLIENT(S) to make an informed decision about the particular child referred.
28. The CLIENT(S) understand that in virtually every adoption case there is information about the child that HOPE FOR FAMILIES does not know about, even with diligent procedures to gain this information under the full disclosure guidelines of the agency. HOPE FOR FAMILIES does not purport to be a guarantor of the adoptive child's health under any circumstances. HOPE FOR FAMILIES does not have direct knowledge of the children.
29. The CLIENT(S) understand that full medical records may not be available on the child being adopted, and that there may be additional translation problems, cultural differences, and differences in medical systems which can make it difficult to interpret available information. In some circumstances, depending on the age of the child, there may be little, if any, information regarding an adoptive child's social and medical history, and the information which is provided may only be a summary of a child's health and social records rather than a full record. The CLIENT(S) understand that there may be limitations in quantity and reliability of medical information made available, and that HOPE FOR FAMILIES does not interpret medical background information.
30. The CLIENT(S) understand that they should use due diligence in determining whether or not to adopt and should seek information from all available sources, as well as agree to become aware of possible medical, physical and mental issues of adoptive children, including attachment, developmental, psychological and emotional issues. Despite the risks and challenges involved with the domestic adoption process, thousands of families each year in the US successfully adopt children and it is a worthwhile cause placing needy children into loving families.

SECTION D: SCHEDULE OF FEES AND REFUND POLICY

31. The Adoption Program Fee provided by HOPE FOR FAMILIES in this agreement will be a pre-paid flat fee of Nine Thousand (\$9,000.00) Dollars, which is specifically for reviewing and sharing the detailed information on children, participating in telephonic child matching conferences and representing the CLIENT(S) to the agencies. A maximum of 20 inquiries of child(ren) per month can be requested by the CLIENT(S) to HOPE FOR FAMILIES. The CLIENT(S) can also inquire on up to 20 children per month on their own, without HFF agency assistance.
32. The CLIENT(S) agree to the following payment schedule for the \$9,000 Adoption Program Fee is as follows: \$3,000 will be submitted with this agreement to initiate the services by HFF to the CLIENT(S), and the balance of \$6,000 will be paid in six monthly installments of \$1,000 due from the due date of signing of the agreement.
33. The CLIENT(S) agree that the fees are non-refundable once paid without exception, regardless of outcome including but not limited to whether the child is accepted or not or whether or not the CLIENT(S) are matched for any child or children. The CLIENT(S) will receive their home study and will maintain ownership of that document.

Hope For Families: Adoption and Counseling Services, Inc.
Agreement for Interstate Adoption Services

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34. The CLIENT(S) understand that any failure to pay the monthly \$1,000 payment as agreed within 20 days of the monthly due date will immediately result in termination of HFF services and all paid fees are non refundable.
35. The CLIENT(S) agree that HOPE FOR FAMILIES has the total discretion to request an additional fee if the information to be reviewed regards a severe special needs child where detailed treatment plans are needed.
36. HOPE FOR FAMILIES has no control over any monies paid or owed to other agencies/organizations and is not be responsible for refunding any fees paid or owed to other agencies/organization, regardless of the circumstances.
37. The CLIENT(S) agree that the fees expended for services expended in this agreement are not collected as fees for acting as the adoption placement agency, post-placements, interstate compact, foster care, legal or medical fees, or any other purpose not specifically set forth in the terms of this agreement and attached fee schedule.

SECTION E: TIME FRAME OF AGREEMENT AND TERMINATION

38. This Adoption Agreement shall be in full force and effect from the date that it is signed by both the CLIENT(S) and the representative of HOPE FOR FAMILIES for two years or until such time that each party has completed the obligations and duties under the Agreement as outlined herein, which ever term is less.
39. HOPE FOR FAMILIES does not guarantee any time frame for any particular part of the process since there are so many variables involved, and any times listed in any literature or packets is only a good faith estimate.
40. If at any time HOPE FOR FAMILIES determines that it is not proper to continue representation of the CLIENT(S) due to unforeseen serious difficulties between the parties, bad faith, illegalities of the CLIENT(S), untimely payment of fees and/or costs by the CLIENT(S) or if the CLIENT(S) fail to complete required documentation in a timely manner or fails to diligently seek for an adoption match, then HOPE FOR FAMILIES can notify the CLIENT(S) in writing of the same and may withdraw from this Adoption Agreement without penalty or refund.

SECTION F: WAIVER OF CLAIMS

41. The CLIENT(S) above hereby agree to expressly waive any and all claims which may arise in favor of the CLIENT(S) from their relationship with HOPE FOR FAMILIES, including its owners, directors, employees, agents, independent contracting, registered interns, attorneys and representatives, and agrees that HOPE FOR FAMILIES has not warranted the success of its efforts in any manner, nor has any guarantee of accuracy been made by the agency given the risk of adoptions.
42. HOPE FOR FAMILIES DOES NOT REPRESENT OR ENDORSE THE ACCURACY OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT, OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH THE INFORMATION PROVIDED TO THEM REGARDING POTENTIALLY ADOPTIVE CHILDREN, INCLUDING INFORMATION FROM INTERNET SITES. THE CLIENT(S) ACKNOWLEDGE THAT ANY RELIANCE UPON SUCH OPINION, STATEMENT, ADVICE, MEMORANDUM OR INFORMATION SHALL BE AT THEIR SOLE RISK AND EXPRESSLY AGREE TO WAIVE ALL CLAIMS RELATED THERETO.
43. HOPE FOR FAMILIES SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER ARISING OUT OF CLAIMS OF NEGLIGENCE, BREACH OF AGREEMENT, BREACH OF WARRANTY, STRICT LIABILITY, GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR ANY OTHER CONDUCT WHATSOEVER.
44. The CLIENT(S) agree to indemnify, defend and hold harmless HOPE FOR FAMILIES and its employees, agents, successors, officers and assigns, from any and all suits, losses, claims, demands, liabilities, costs and expenses (including reasonable attorneys' fees and paralegal fees) that HOPE FOR FAMILIES may sustain or incur, arising from or out of: (i) CLIENT(S)' failure to comply with any applicable laws and/or regulations; or (ii) CLIENT(S)' breach of any of its obligations set forth in these terms.

SECTION G: GRIEVANCE POLICY AND BINDING ARBITRATION CLAUSE

45. If at any time the CLIENT(S) feel that they have a grievance with HOPE FOR FAMILIES, they shall first submit a written letter to the Executive Director of the agency explaining what the grievance concerns are and a proposition for a solution to the matter. Grievances shall be filed within 30 days of the disputed matter.
46. The Executive Director shall review the complaint and develop a plan for its resolution and communicate the same to the CLIENT(S) within 72 hours of receipt of the letter outlining the disputed matter.
47. If the CLIENT(S) are unsatisfied with the response of the Executive Director, the ADOPTING PARENT(S) may request an appeal to the President of the Board of Directors of HOPE FOR FAMILIES, which shall be in writing and submitted within 20 days of receipt of the Executive Director's Decision.
48. Any dispute which was not resolved in the Grievance Procedure set forth, or disputes on behalf of HOPE FOR FAMILIES which may arise relating to the terms of this Adoption Agreement shall be resolved by arbitration in accordance with the Arbitration Rules of the State of Florida in effect at the time this Agreement is executed. However, HOPE FOR FAMILIES shall be permitted to use all legal processes, including litigation, to force compliance with requirements as set forth in this Agreement.
49. The Arbitrator shall be a licensed attorney and shall be chosen pursuant to the Arbitration Rules of the State of Florida. The Arbitrator shall apply the substantive law of the State of Florida, exclusive of any conflict of law rules. Arbitration shall be conducted before a sole Arbitrator and shall take place in St. Lucie County, Florida.
50. The expenses of Arbitration shall be borne by the claimant.

*Hope For Families: Adoption and Counseling Services, Inc.
Agreement for Interstate Adoption Services*

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51. The Arbitrator is not empowered to award damages in excess of the lower amount of compensatory damages or the Agency Fees actually paid to HOPE FOR FAMILIES. The award of the Arbitrator shall be final and binding, and any court having jurisdiction may enter judgment upon the award or decision.
52. Claims by either HOPE FOR FAMILIES or the CLIENT(S) shall be time barred unless commenced within one (1) year of the date of termination of this Adoption Agreement or completion of the adoption. Nonetheless, this Arbitration provision survives the Adoption Agreement as the agreed method to resolve any conflict related to the adoption or this Adoption Agreement by HOPE FOR FAMILIES or the CLIENT(S), and all issues regarding the timeliness of claims shall be determined by the Arbitrator.
53. HOPE FOR FAMILIES or the CLIENT(S) agree to consult the advice of an attorney if they have any questions regarding binding arbitration, the Responsibilities of the Parties or any part of this Agreement.

SECTION H: COVENANTS

54. HOPE FOR FAMILIES and the CLIENT(S) hereby affirm that each has read and understood this agreement and the CLIENT(S) hereby covenant(s) that they agree to be bound by the terms stated in these documents.
55. The CLIENT(S) agree and covenant to fully cooperate with HOPE FOR FAMILIES at all times, and in all respects, and to make all payments due under this agreement in a timely fashion.
56. The CLIENT(S) understand the importance of providing complete information and covenant that the information they provide is accurate to the best of their knowledge, information and belief.

I/WE HAVE READ THE FOREGOING AGREEMENT (INCLUDING HEALTH INFORMATION DISCLOSURE), HAVE RECEIVED A COPY OF IT, AGREE TO ALL TERMS INCLUDED, AND DESIRE TO PROCEED WITH KNOWLEDGE OF THE RISKS AND UNCERTAINTIES INVOLVED,

THIS THE _____ DAY OF _____, 20____.

<u>ADOPTIVE</u>	(print name below)	(sign below in box)	(date)
<u>PARENT:</u>			
<u>ADOPTIVE</u>	(print name below)	(sign below in box)	(date)
<u>PARENT:</u>			
<u>Social</u>	Adoptive Parent #1	Adoptive Parent #2	Email
<u>Security</u>			
<u>Witness</u>	(print name below)	(sign below in box)	(date)

ACCEPTED BY HOPE FOR FAMILIES: Adoption and Counseling Services, Inc. -

Dr. Kenneth N. Brown LMFT
Executive Director of Hope for Families

HFF Interstate Adoption Services:
Itemized and Estimated Adoption Costs

Description	Fee (No extra for siblings)
Agency Program Fees:	

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Program Fee which may be totally reimbursed by IRS adoption credit. <u>Payment Schedule for \$9,000 Program Fee</u> Initial Payment \$3,000 submitted with application fee and agreement; Remaining balance of \$6,000 split into six \$1,000 monthly payments. All Collected fees are non-refundable by HFF to client.	\$9,000
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Additional Home Study fees:

Home Study Fee which is reimbursed by IRS adoption credit. Paid at the home visit; non-refundable by HFF to client.	(\$1,300 but included in program fee)
* OR Home Study Update(if original home study not prepared by HFF) Paid at the home visit; non-refundable by HFF to client.	(\$600 but included in program fee)

Post Placement fees:

Post Placements Fee (normally this fee is all covered by Sending State)	\$0
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Legal fees:

Finalization fees usually paid completely by Sending State but if not, then reimbursed by IRS adoption credit.	\$0
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Medical Costs:

Medical costs for adoptive child before finalization are usually entirely paid for by Sending State but then reimbursed by IRS adoption credit.	\$0
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Interstate Compact fees:

Such fees usually paid completely by Sending State but if not, then reimbursed by IRS adoption credit.	\$0
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Travel and in country Adoption Related Expenses:

Airline tickets, lodging, transportation, interpreter, food, child adoption documents, and travel costs may vary due to number of people. Travel expenses incurred for adoption are reimbursed by IRS adoption credit.	Approx. Varies by State
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NOTE: IRS is providing a tax credit in 2011 of \$13,170 which will provide a total adoption expense reimbursement of the \$9,000 program fee which includes home study, plus allowing \$4,170 for any other expenses. This tax credit is an actual refund the IRS sends you based on

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all of the documented expenses you have incurred in adopting including any traveling expenses. Although most of our families pay enough taxes to receive this credit in the year following the placement of the children, we recommend that you would check with the IRS at http://www.irs.gov/pub/irs-utl/oc_-_oct_adoption-credit_093010.pdf and also with your tax preparer to interpret how the tax code is applied to your financial situation.

ESTIMATED "NET" COST TO ADOPT: ZERO DOLLARS!!!