

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

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

Agreement for New Born 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, Florida 34950, including its U.S. owners, directors, employees, agents, independent contractors, registered interns, attorneys, counselors and/or representatives, (hereinafter referred to as "**HOPE FOR FAMILIES**")

and _____

with phone number(s) _____

and with address _____

as the prospective adopting parent(s) (hereinafter referred to as the "**CLIENT(S)**") hereby enter into this contractual agreement for New Born Adoption Services for three years as per the signing date, as follows:

SECTION A: RESPONSIBILITIES OF HOPE FOR FAMILIES

1. To act as a social service child placing agency by providing New Born Adoption Services on behalf of the CLIENT(S) to facilitate the completed adoption of a new born baby.
2. To advertise and attempt to discover appropriate birth mothers who desire to place their baby for adoption, and then carefully interview them to assess their adoption potential and health risks.
3. To share the information received and reviewed regarding these birth mother who are making their babies 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 above, and also contact strategies with the birth parents.
5. Upon acceptance and approval of the CLIENT(S), of the birth mother referral, to communicate approval and/or acceptance of the prospective adoptive parents back to the birth mother satisfying all applicable legal and ethical obligations related thereto, so that there is a bi-lateral acceptance of the specific referral.
6. To conduct post placement services for the CLIENT(S) to enable the finalization of the adoption, but there are additional fees for the post placement reports to be paid for by the CLIENT(S) as per the fees guide.
7. To provide ongoing birth mother support throughout the adoption process including counseling, emotional support, physical care, transportation, telephonic connection, and carefully paying the birth mother expenses to meet the ongoing needs of the birth mother and baby including housing, food, counseling, transportation and legal consultation, which are paid for by the CLIENT(S).
8. To assist the CLIENT(S) with the legal requirements and legal services to complete the adoption through the HOPE FOR FAMILIES attorney, with the exception of a contested adoption, as that will have extra costs as it will require an outside attorney paid for at the CLIENT(S) expense.
9. To provide the CLIENT(S) with any available information regarding its adoption and counseling services, including information by visit, phone, consultation and 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 or concerns 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).
11. To keep all information and documentation regarding the CLIENT(S) and the adoptive child(ren) strictly confidential.
12. To understand how important this time is for the CLIENT(S) and to strive to answer questions within reasonable timeframes in order to make this a positive and rewarding experience for all involved.
13. HOPE FOR FAMILIES may refuse its services to anyone in their sole and absolute discretion, but will always explain the clinical reasons to justify this decision.

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 provide complete and honest answers in the adoption materials.
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 a child with the CLIENT(S).

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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 the birth parents, social workers and other social services professionals that are responsible for the care of the birth parents or children. HOPE FOR FAMILIES does not perform any independent investigations to determine the completeness, truthfulness or accuracy of such information, but will use self report, medical records, criminal records and other legal means to attempt to determine the stability, trustworthiness and health of the birth parents.
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 requirements under Florida State, or as required by the Home Study agency.
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 Contract.
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 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 governmental agencies or courts, or finding the appropriate birth mother referral that will bilaterally be acceptable by everyone concerned.
22. The CLIENT(S) SPECIFICALLY understand and agree that HOPE FOR FAMILIES is contracting in this agreement to act as the child placing agency and adoption entity for the adoption of the prospective child of whose information was reviewed on behalf of the CLIENT(S).
23. The CLIENT(S) SPECIFICALLY understands and agrees that HOPE FOR FAMILIES is contracting in this agreement to take custody of the child as the first step to place the child with the CLIENT(S) for adoption and will release all medical information regarding the prospective adoptive child.
24. The CLIENT(S) SPECIFICALLY understands and agrees that HOPE FOR FAMILIES is contracting in this agreement to offer finalization of adoption services for the adoption placement of the prospective adoption child of whose information was reviewed on behalf of the CLIENT(S).

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 become available for adoption and often little if any information is available about the child and his/her biological parents. 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 risk.
26. The CLIENT(S) should also ask the pediatrician to review copies of any and all medical records received on the new born child and/or birth mother. The CLIENT(S) also there may be genetic predispositions that have not been detected, especially if there is limited information about the birth father, thus it is advisable that the CLIENT(S) discuss these issues with a pediatrician.
27. It is the policy of HOPE FOR FAMILIES to provide full disclosure of everything known about a birth mother, birth father, family of origin and new born 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 birth parents and new born 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.
29. The CLIENT(S) understand that full medical records may not be available on the child being adopted or on the birth parents, and that there may be additional problems if the birth father is unknown. In some circumstances, there may be little, if any, information about the birth parents and/or regarding an adoptive child's social and medical history, and the information which is provided may only be a summary of the adoptive parents and/or a child's health and social records rather than a full record. The CLIENT(S)

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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 including professional medical opinion, 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, however, thousands of families each year successfully adopt new born children and it is a worthwhile process to bring a needy child to a loving family.

SECTION D: SCHEDULE OF FEES AND REFUND POLICY

31. The fees for *HOPE FOR FAMILIES* adoption services provided by *HOPE FOR FAMILIES* in this agreement will be a pre-paid flat fee of Twenty Two Thousand and Five Hundred and (\$22,500.00) and No/100 Dollars, which is specifically for providing the adoption service of assisting the CLIENT(S) to adopt a new born baby.
32. The CLIENT(S) agree that at all times all of the birth mother expenses are not covered in this *HOPE FOR FAMILIES* adoption services fee, and that all of the birth mother expenses are extra but will be out lined in the matching referral agreement, and these birth mother expenses be paid for by the CLIENT(S) even in the event of multiple attempts to adopt. The CLIENT(S) agree to pay these expenses always a month in advance so that *HOPE FOR FAMILIES* can carefully dispense them to the birth mother. The estimated costs of Birth Mother expenses range between \$2,000 and \$6,000 but this is only an estimate. The adopting parents may set a cap on the birth mother expenses as part of their acceptance or the referral.
33. The CLIENT(S) agree that the fees are non-refundable once paid without exception regardless of outcome of any particularly attempt to adopt a particularly baby. In the event of an unsuccessful adoption, all of *HOPE FOR FAMILIES* adoption services fee of \$22,500.00, is retained by *HOPE FOR FAMILIES* to be applied in its totality with no additional agency fees towards the next adoption attempt and birth mother match.
34. The CLIENT(S) agree that they will pay the *HOPE FOR FAMILIES* adoption services fee of \$22,500.00 in three installments to *HOPE FOR FAMILIES*, including \$7,500 with the signing of this contract, \$7,500 at the matching, referral and bi-lateral acceptance of the birth mother and \$7,500 for the completion of the adoption paid no less than 60 days prior to the due date of the birth mother.
35. *HOPE FOR FAMILIES* has no control over any monies paid to other agencies or organizations and is not responsible for refunding any fees paid to others, regardless of the circumstances. The CLIENT(S) also agree that there could be extra unforeseen expenses that they are completely financial responsible for including medical expenses for the birth mother and/or child and the rare chances that a) a birth parent will contest the adoption or b) a foster home is temporarily needed. Note: the CLIENT(S) can also choose to only accept referrals of birth mothers who have Medicaid and/or their own Health insurance to prevent any extra medical expenses for the birth mother or child.
36. The CLIENT(S) agree that the fees expended for services expended in this contract are not collected as fees for post-placements, home studies, or interstate compact, foster care, contested adoptions, medical or any other purpose not specifically set forth in the terms of this agreement, and these fees would be extra.

SECTION E: TIME FRAME OF CONTRACT AND TERMINATION

37. This Adoption Contract 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* until such time that each party has completed the obligations and duties under the Contract as outlined herein.
38. *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 suggested, listed in any literature or packets is only a good faith estimate.
39. 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, including 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 to complete the adoption in a timely manner, then *HOPE FOR FAMILIES* can notify the CLIENT(S) in writing of the same and may withdraw from this Adoption Agreement with no reimbursement or refunds of fees collected to date.
40. If at any time the CLIENT(S) determine that it is not proper to continue to be represented by *HOPE FOR FAMILIES*, then the CLIENT(S) can notify *HOPE FOR FAMILIES* in writing of the same and may withdraw from the Adoption Agreement with no reimbursement or refunds of fees collected to date.

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,

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- agents, independent contractors, registered interns, attorneys and representatives above any arbitrated award as per Section G, 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 BIRTH PARENTS OR OTHER SOURCES. 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 CONTRACT, 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 CLIENT(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 in paragraphs 45-47, 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.
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.
51. The Arbitrator is not empowered to award compensatory damages in excess of the amount of 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 commenced within one (1) year of the date of termination of this Adoption Contract or completion of the adoption according to the laws of the foreign country and it is agreed that no claims will be filed for any reason after this period. Nonetheless, this Arbitration provision survives the Adoption Contract as the agreed method to resolve any conflict related to the adoption or this Adoption Contract 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 Contract.

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, and they agree that this covenant is the primary operating agreement.
55. The CLIENT(S) agree and covenant to fully cooperate with HOPE FOR FAMILIES at all times, and in all respects, and to make the final payments due 60 days before the due date of the mother within 7 days of that date or the referral will be given to another family with no refund to the CLIENT(S).
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.

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57. **HOPE FOR FAMILIES** reserves the right to decline to assist you in the adoption of a child after review of your application based upon **HOPE FOR FAMILIES** Executive Director's subjective, discretionary judgment if some particular unknown impediment emerges that was not revealed on the home study. Submission of your application does not guarantee that **HOPE FOR FAMILIES** will accept you as a client, nor does it create a professional relationship between you and **HOPE FOR FAMILIES** beyond the limited scope of review of your application information which will be maintained in confidence. Of course, in the unlikely event that **HOPE FOR FAMILIES** does not accept your application due to this unknown information, **HOPE FOR FAMILIES** will first discuss the reasons to see if an approval is still possible, but if not, then the \$7,500 application and contract fee along with all of your application materials and photographs will be immediately returned to you by mail.
58. If **HOPE FOR FAMILIES** or the *CLIENT(S)* cancel this agreement or has a dispute then it is agreed that the Grievance process outlined under Section G of arbitration will be the only process used to settle the dispute or disagreement, as both parties have covenanted to not use litigation.
59. If the *CLIENT(S)* may cancel the contract at anytime and not continue the adoption process and then they are not required to pay additional fees, however all fees and payments previously paid to **HOPE FOR FAMILIES** are not refundable.

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 here)	(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**

Date: _____