



*Creating a legacy of thriving families from the adoption plan to child's independence*

### **HOME STUDY CONTRACT AND FEE SCHEDULE**

Families Through Adoption is a 501(c)(3) adoption agency with the mission of creating a legacy of thriving families through the adoption process from the conception of the adoption plan through the children's independence as healthy, productive adults. Families Through Adoption partners with families and the global and local adoption community. Families Through Adoption empowers, advocates, and provides long term support. Families Through Adoption's work is characterized by caring and friendly relationships.

The Home Study contract is established and enters into effect on the \_\_\_\_\_ (day) of \_\_\_\_\_ (month), \_\_\_\_\_ (year) between the parties of Families Through Adoption Inc, (herein known as FTA and is located at 354 Norwood SE Ave, Grand Rapids, Michigan 49506) and the \_\_\_\_\_ family, who resides at \_\_\_\_\_ (street address, city, and state). The purpose of the home study is to conduct an assessment to determine the suitability of the adoptive family in their ability to establish a safe and loving home for the adoption of a child (or children) under applicable standards as governed by the laws and regulations of the State of Michigan. The home study shall be conducted in accordance with all the applicable requirements and guidelines of the State of Michigan and any other applicable international regulations. The prospective adoptive family will pay FTA for its time in conducting and compiling the home study report and for the responsibility assumed by FTA in approving or disapproving the prospective adoptive family for adoption (i.e. the home study fee).

The Agency agrees to provide the following:

- Assign a licensed and authorized social worker in a timely manner
- Provide a fair and comprehensive assessment in a timely manner
- Be straightforward and candid in addressing areas of concern
- Offer assistance and recommendations for resolving any problems
- Respond to questions and concerns in a timely manner
- Provide problem identification and referral assistance if needed.

The Family agrees that they will:

- Provide information in an open, timely, and candid manner, and that all information provided will be true and correct
- Comply with the requests and requirements of this agency, the State of Michigan, and the laws governing adoption both in the US and abroad
- Inform the agency of any significant changes in circumstance when they occur (i.e. change of address, employment, household configuration, criminal record changes, etc.)

It is acknowledged that the Family is contracting with FTA only for education, home study evaluation, and post placement services. The Family is contracting with \_\_\_\_\_ for child placing services and all international services, and FTA is not responsible or liable for any of these services.

Please note: Our goal is to build healthy families and to serve the best interests of children. There may be, however, instances where a positive home study is not possible. There is no guarantee of a favorable home study. If there are circumstances that indicate a negative study, you will be informed, and given the option of proceeding with no guarantee of a positive outcome or withdrawing. There may be other instances where it is necessary to obtain more information, or where there needs to be resolution of situations or issues before a positive recommendation is possible. Your home study person will work with you to develop a plan to accomplish those goals.

Our fees are outlined as the following:

<p>Payment Schedule- 1<sup>st</sup> Home Study (\$2,750):</p> <ul style="list-style-type: none"> <li>• \$500 at application (Non-refundable)</li> <li>• \$1,125 at first meeting with social worker*</li> <li>• \$1,125 plus mileage prior to distribution of report*</li> </ul>	<p>Payment Schedule—returning clients (\$2,000):</p> <ul style="list-style-type: none"> <li>• \$500 at application (Non-refundable)</li> <li>• \$750 at first meeting with social worker*</li> <li>• \$750 plus mileage prior to distribution of report*</li> </ul>	<p>Addendums: \$100.00 for any changes made to the home study report (Non-refundable)</p>
<p>Mileage:</p> <ul style="list-style-type: none"> <li>• Current IRS mileage reimbursement guidelines</li> <li>• Any travel over 2 hours to a home visit will incur a \$30/hour fee.</li> <li>• Non-refundable</li> </ul>	<p>Post Placement/ Post Adoption Reports:</p> <ul style="list-style-type: none"> <li>• \$400 for non-prepay post placement/ post adoption reports plus mileage</li> <li>• \$350 for prepaid post placement/ post adoption reports plus mileage</li> <li>• If more than one child is adopted at a time, and the country requires a report for each child placed in the home, the family will be charged \$350/\$400 for the first child, and \$100 for every additional child. When one report can be submitted, the cost will be \$350/\$400 plus mileage.</li> <li>• If the reports are not needed any pre-paid amount will be refunded.</li> </ul> <p>Post Placement: a report monitoring the family prior to the finalization of the adoption.</p> <p>Post Adoption: a report monitoring the family after the finalization of the adoption.</p>	<p>Home Study—where no child has been placed but is expiring (\$700)</p> <ul style="list-style-type: none"> <li>• \$350 at first meeting with social worker*</li> <li>• \$350 plus mileage prior to distribution of report*</li> </ul>

\* Can be pro-rated at \$50/hour for services rendered

**Consultation/Coordination for concerns or special circumstances:**

Sometimes in the home study process, a placing agency or a court system necessitates coordination of services that are beyond the scope of the duties of the social worker. When this is necessary, this will result in a \$50 per hour charge. These services will be agreed upon prior to coordination, and the client will be notified by the social worker with an estimate of the time involved to complete the necessary request.

Please Note: We are proud to provide cultural and educational services for Adoptive Families. A portion of the fees collected are used so that these services are affordable for everyone.

The Adoptive Parent(s) agree to the following conditions regarding the payment of Agency Fees:

- a. The Adoptive Parent(s) acknowledge that they are not paying Families Through Adoption or Families Through Adoption’s foreign partners to buy a child. Adoptive Parent(s) agree that they are paying for Families Through Adoption’s and/or Families Through Adoption’s foreign partner’s time, experience, knowledge, guidance, service, materials, and overhead during the period that they are a Families Through Adoption client in seeking to adopt a child from a foreign country.
- b. Families Through Adoption strives to provide our families with the highest quality of service and respect, as well as an atmosphere of trust, security and understanding. Accordingly, we have established our fee structure to allow Adoptive Parent(s) to pay in stages over the course of the adoption process. The schedule for payment of each portion of the Agency Fees has been structured so that the portion that Adoptive Parent(s) pay at each point in the adoption process parallels the services provided by Families Through Adoption and its agents at each milestone point in the process. The fee payment structure does not compensate Families Through Adoption in advance for services to be provided in the future. Rather, all payments are deemed earned and applicable to services provided previously upon payment.
- c. For that reason, upon payment of each portion of the Agency Fees, such funds are non-refundable.
- d. To the extent that an Adoptive Parent(s) voluntarily elects to pay the Agency in advance of the due date for services that are deemed to have not yet been performed, Families Through Adoption agrees that such funds are deemed to be refundable up to an including the date that the payments should have been made under the standard Families Through Adoption payment schedule (the “Planned Payment Date”). In the event that an Adoptive Parent(s) elects to terminate this Agreement after making a payment, but before the Planned

Payment Date, Families Through Adoption shall refund fees received in advance for services not yet provided within 60 days of termination.

- e. With respect to Foreign Program Fees, the Adoptive Parent(s) acknowledge that such fees are not intended to buy a child. Adoptive Parent(s) agree that such fees are for the foreign partner’s time, experience, knowledge, guidance, service, materials, and overhead during the period that Adoptive Parent(s) are Families Through Adoption clients seeking to adopt a child(ren) from a foreign country.

The refund procedure for Families Through Adoption is as follows:

1. A determination will be made, either by the client or by the agency, that there has been an overpayment and future services will not be rendered.
2. The family’s worker will notify the supervisor of the overpayment, and the need for reimbursement.
3. The supervisor will notify the director of such overpayment, with the amount owed to the family.
4. The director will inform the agency’s board of directors, who will authorize the refund for the family.
5. The director will authorize the office manager to issue a refund to the family.

This process must be completed within 60 days of the identification of overpayment. Records will be maintained in the family file as well as the financial file of meetings held, and amounts paid.

**When Adopting Internationally, the following is a list of fees and expenses that you will be responsible for:**

General Category of Fees & Expenses	Total	Breakdown
<b>Adoption Expenses in the U.S.</b>	The expected total fees and estimated expenses for all adoption services other than the home study that will be provided in the U.S. IAAME Monitoring Fee Application fee Agency Fee Education	Includes: Personnel; Administrative Overhead; Operational costs; Training and Education; Communications and Publications
<b>Foreign Country Program Expenses:</b>	The expected total fees and estimated expenses for all adoption services that will be provided in the child’s country of origin. Registration of dossier. Service Fee: Includes inquires and trips made to Central Agency or orphanage, translations (referral, Letter Of Intent, family info sheets, Post Adoption/Post Placement reports, etc.), wire transfers, online system fees, family online lock fee, Hague processing fees, and any other additional services to benefit the family or child.	Includes: Personnel; Administrative Overhead; Training and Education; Legal services; Communication; Other
<b>Care of the child</b>	The expected total fees and estimated expenses charge to prospective adoptive parents for the care of the child prior to the adoption. Orphanage Donation.	Includes: Food, Clothing, Shelter, Medical care; Foster care; Orphanage care
<b>Translation and Document Expenses</b>	Expected total fees and estimated expenses for obtaining any necessary documents and for any translation of documents related to the adoption Dossier Preparation and Authentication Domestic/International Couriers Translation of Dossier Adoption Document Processing	Includes: Obtaining records; Translating records; Copying records; Court documents; Passport; Adoption certificate; Costs for notarization and certification
<b>Contributions (Hague 96.40 e)</b>	Any fixed contribution amount or percentage adoptive parents are expected or required to make to child protection or welfare programs in the child’s country of origin or in the US. Foreign Development	Humanitarian fund to aid Agency with projects that make a direct impact on improving the lives of children
<b>Post-Placement and Post-Adoption Reports</b>	The expected total fees and estimated expenses for any post-placement or post-adoption reports that FTA or other agency must prepare in light of the requirements of the child’s country of origin. Adoptive families residing in the states of MI should utilize the Agency to perform post adoption services. <b><u>OTHER HS AGENCIES FEES WILL DIFFER</u></b> Residents of other states will use same Supervised/Exempt Provider who provided HS services. Fee is paid directly to Provider.	

General Category of Fees & Expenses	Total	Breakdown
	Families must pay a bond to Agency to secure compliance after placement (refunded after final report is received). Post Adoption Tracking fee for tracking reports, contacting families and agencies, translation fees, uploading and sending reports to Country.	
<b>Third Party Fees</b>	If not included in any of the categories listed above, any fees and expenses for services that the prospective adoptive parent will be responsible to pay directly to a third party. USCIS application fee USCIS fingerprints (per person) Immigrant Visa for Child Child's Medical Exam and Vaccinations in country	Includes: Fees to government authorities or Central authority for processing of paperwork; Mailings; Passports; Travel Visa
<b>Travel and Accommodation Expenses</b>	These will vary based on number of trips required Airline ticket Travel in country Food Entry fees for tourism	Includes: guide, hotels, transfers, in-country travel, breakfasts
<b>Adoption Finalization Costs</b>	These will include: new birth certificate, passport, and in some states, re-adoption fees may be charged.	

The prospective adoptive family will receive three original home study reports. They will also receive copies of the FTA agency license as issued by the State of Michigan and all other supportive documentation as required by the prospective adoptive family's placing agency, provided this information has been given to FTA prior to their report being finalized. Once the report is finalized any future additional copies of reports required by the family (provided they are not amendments or updates) will be issued by FTA at \$25 report. Any future supportive documentation required by the family will be issued at \$10 per document.

**The completed home study will be delivered to the family ONLY after the necessary interviews with the worker are completed and ALL home study supporting documentation has been received by Families Through Adoption. The completed home study will be delivered to the client in a timely fashion after approval. If an international home study report is being issued, the agency will coordinate with the placing agency case worker to ensure the report is completed in accordance with the guidelines of the identified country.**

If the prospective adoptive parents have begun working with this agency the State of Michigan requires that the home study be completed within ninety days. If this period of ninety days goes by without hearing from you, after attempts to contact you, this agency will consider the home study file to be closed.

If the prospective adoptive parents have begun working with this agency the state of Michigan requires that the home study be completed within ninety days. If the home study is not completed within the required ninety days, the family then goes on hold and an explanation is placed in the file with a plan for completion. Prior to completion, a new contract must be signed.

To maintain standards and policies that are consistent with applicable child welfare policy and law, including, without limitation, the Convention on Protection of Children and Cooperation in respect of Intercountry Adoption, a multilateral treaty executed at the Hague on May 29, 1993 (the "Hague Convention"), the Intercountry Adoption Act of 2000 (the "IAA" or Hague Law), and the implementing Regulations set forth in 22 CFR Part 96-98 dated February 15, 2006 (the "Hague Regulations"). Specifically, Families Through Adoption shall abide by the principles of (i) ensuring that intercountry adoptions take place in the best interests of children; and (ii) preventing the abduction, sale or trafficking of children in connection with intercountry adoption.

Follow-up visits (post-placement reports) to the adoptive parents' home will occur in accordance with the guidelines of the placing agency and the sending county in the case of an international adoption. In the case of a domestic placement, the follow up visits will occur in accordance with the rules of the states involved in the adoption.

The prospective adoptive family shall indemnify, defend and hold harmless FTA from and against any and all claims, liabilities, damages, costs, expenses, actions, or causes or actions arising from or related to a FTA conduct

of the home study preparer, unless such claims, liabilities, damages, costs, expenses, actions or causes of action solely arise from or relate to FTA gross negligence or intentional misconduct.

The prospective adoptive family understands that in the course of the adoption process, certain documents, considered to be confidential, may need to be made available to persons for specific purposes related to the adoption process. The prospective adoptive family authorizes Families Through Adoption to release such information as is deemed necessary.

Please note that FTA is a mandated reporter and is legally required by the state of Michigan to report any abuse or neglect to the proper authorities.

The prospective adoptive family further acknowledges that under the laws of the State of Michigan, the home study will be valid for a period of twelve months from the date upon which the report is completed and signed by Families Through Adoption. As well, the prospective adoptive family understands that they must comply with all applicable adoption regulations established by the State of Michigan. The applicant(s) and Families Through Adoption understand that because each party has entered into this agreement voluntarily, either party may terminate this agreement by giving written notice to the other party. Any fees paid to FTA up to that point would be non-refundable.

Any dispute, controversy, or claim between the parties hereto arising out of or relating to this Contract, or the breach of any term or condition herein, which cannot be settled by negotiation, shall be settled by arbitration. Said arbitration is to be administered by a single arbitrator of the American Arbitration Association, under its Commercial Arbitration Rules. The judgment of the arbitrator may be entered in any court having jurisdiction thereof. The place of such arbitration shall be with Kent County, State of Michigan. Furthermore, the arbitrator shall award the prevailing party the costs of arbitration, including but not limited to reasonable attorney fees.

The withholding of information or the providing of incorrect information which is material to FTA's legal responsibility to investigate an applicant's feasibility as a prospective adoptive parent in connection with either existing or prospective adoption proceedings are grounds for the immediate termination of this contract by FTA and forfeiture of all payments made by the applicant to FTA. Examples of material omissions or misrepresentations of applicants which may prompt FTA to terminate the contract are as follows: the withholding of information or providing of incorrect information relating to an arrest or the alleged commission of a misdemeanor or felony, or any criminal record arising out of an arrest; the withholding of information or the providing of incorrect information concerning the applicant's biographical, social-economic or medical histories.

The Adoptive Parent(s) acknowledge that they are not paying Families Through Adoption or Families Through Adoption' foreign partners to buy a child. Adoptive Parent(s) agree that they are paying for Families Through Adoption' and/or Families Through Adoption' foreign partner's time, experience, knowledge, guidance, service, materials, and overhead during the period that they are a Families Through Adoption client in seeking to adopt a child from a foreign country.

The Home Study Contract shall be governed by and construed in accordance with the laws of the State of Michigan.