

Home Study Agreement

This Home Study Contract is made and entered in to this _____ day of _____, 20____ by and between Connecting Hearts Adoption Services having its main office at 6213 River Fruit Court, Windermere, Florida 34786 and the prospective adoptive family, _____, residing at _____.

Connecting Hearts Adoption Services shall conduct a home study investigation of the prospective adoptive family in order to determine the prospective adoptive family's suitability for adoption of a child (or children) under applicable standards as governed by the laws and regulations of the State of Florida. The home study shall be conducted in accordance with all applicable requirements and guidelines of the State of Florida. The prospective adoptive family will pay Connecting Hearts Adoption Services for its time in conducting and compiling the home study report and for the responsibility assumed by Connecting Hearts Adoption Services in approving or disapproving the prospective adoptive family for adoption (i.e. the home study fee).

1. Prospective adoptive families who seek a home study report will pay an application fee of \$100 plus a domestic home study report fee of \$1,000 for the report, for a total of \$1,100 or an international home study report fee of \$1,500, for a total of \$1,600. These fees are non-refundable. A domestic expedited home study requires an additional \$400 fee.
 - The first payment of \$100 will due upon submission of an application to Connecting Hearts Adoption Services.
 - At the Home Study Visit, the remaining home study fee will be required to be paid in full by either cash or check. Please make check payable to "Connecting Hearts Adoption Services."
2. The prospective adoptive family will receive two (2) original notarized copies of their home study report plus one electronic copy of their report in PDF format. Each report will have the Connecting Hearts Adoption Services agency license attached. Once the report is finalized, any future additional original notarized copies of their home study report required by the family (provided they are not amendments or updates) will be issued by Connecting Hearts Adoption Services at \$15 per report.
3. Follow-up visits (post placement) to the prospective adoptive parent's home will occur in accordance with the guidelines of the States or Countries involved in the child's placement.
4. Post placement visits shall cost \$175 per visit for a domestic adoption and \$275 per visit for international adoption.
5. Any changes or amendments to the home study report requested after the family is in receipt of their final home study report will be provided at a cost of \$250. This fee is non-refundable.
6. Any subsequent home study updates (usually completed if the initial report nears twelve months old) conducted for the prospective adoptive family will be provided at a fee of \$500.
7. The prospective adoptive family is responsible for the fee of \$51.25 per person for the required FDLE and FBI background checks for all occupants in the household over the age of 18. This fee is payable directly to the LiveScan provider. This fee is non-refundable. The prospective adoptive family is also responsible for any fee required for the local background check completed at either their local Sheriff's Department or Police Department. The local background check and report is required for all occupants in the household over the age of 18. This fee is also non-refundable.

***The completed home study will be returned to the family ONLY after the meeting with the Social Worker has been completed and ALL home study documents have been received. The completed home study will be returned to the client in a timely fashion (usually two-four weeks) after approval. If the client is in need of**

the home study prior to a two business week period, a fee of \$500 will be charged to the client. These monies must be received by Connecting Hearts Adoption Services prior to release of the completed home study.

The determination regarding approval or disapproval of the prospective adoptive family is within the sole discretion of Connecting Hearts Adoption Services. The prospective adoptive family acknowledges that Connecting Hearts Adoption Services makes no guarantee that the family’s home study will be approved or that an approved home study will result in a child being placed with the prospective adoptive family.

The prospective adoptive family shall indemnify, defend and hold harmless Connecting Hearts Adoption Services from and against any and all claims, liabilities, damages, costs, expenses, actions, or causes or actions arising from or related to Connecting Hearts Adoption Service conduct unless such claims, liabilities, damages costs, expenses, actions or causes of action solely arise from or relate to Connecting Hearts Adoption Services’ gross negligence or intentional misconduct, or (b) the approval or disapproval of the prospective family for adoption of a child or children.

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 Connecting Hearts Adoption Services to release such information as is deemed necessary.

The prospective adoptive family further acknowledges that under the laws of the State of Florida, the home study will be valid for a period of one (1) year from the date upon which it is completed and signed by Connecting Hearts Adoption Services. As well, the prospective adoptive family understands that they must comply with all applicable adoption regulations established by the State of Florida. The applicant(s) and Connecting Hearts Adoption Services 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 Connecting Hearts Adoption Services at 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 Orange County, State of Florida. 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 Connecting Hearts Adoption Services ' legal responsibility to investigate an applicant’s feasibility as a prospective adoptive parent in connection with either existing or prospective adoption proceedings or in anticipation of the placement of a child by Connecting Hearts Adoption Services with the applicant for adoption, are grounds for the immediate termination of this contract by Connecting Hearts Adoption Services and forfeiture of all payments made by the applicant to Connecting Hearts Adoption Services . Examples of material omissions or misrepresentations of applicants which may prompt Connecting Hearts Adoption Services 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 Home Study Contract shall be governed by and construed in accordance with the laws of the State of Florida.

By signing below, the prospective adoptive family acknowledges the information above. IN WITNESS WHEREOF, the parties hereto have executed this Home Study Contract as of the date first written below.

Applicant

Date

Applicant

Date