

# Adoption Services Agreement and Contract



ADOPTIONS  
OF INDIANA

This agreement is entered into by and between *Adoptions of Indiana* and \_\_\_\_\_, hereby referred to as "clients."

*Adoptions of Indiana* is a non-profit (501(c)(3)) adoption agency organized under the laws of Indiana, and licensed as a Child Placing Agency by the Indiana Family and Social Services Administration (FSSA) in the State of Indiana (No. 169087933 53507).

A copy of *Adoptions of Indiana's* standard Fee Schedule and Refund Policy currently in effect and Agency Policies including our Problem Resolution Policy & Procedures are attached as appendixes. The standard Fee Schedule and Refund Policy are subject to change when additional fees are reasonably required by circumstances. Such fees will be disclosed to the clients before they are incurred.

*Adoptions of Indiana* recognizes that clients may contract for the agency to complete an Adoption Preparation (Adoptive Home Study), Education, and Supervision only or may also request that Adoptions of Indiana assist them with Networking, Matching, and Placement services.

## 1. Receipt of Information:

Clients acknowledge receipt of the following documents upon initial contact with *Adoptions of Indiana*:

- a. Appendix A: Agency Policies
- b. Appendix B: Fee Schedule, including refund policy
- c. Appendix C: Conflict Resolution Policy & Procedures

## 2. Pre-Adoption Preparation and Education:

*Adoptions of Indiana* believes that pre-adoption education for prospective adoptive parents is an essential element of adoption preparation. Group workshops, webinars, consultation and literature are provided by the agency as a resource.

- a. Full-day educational workshops are provided several times a year. Fees for the literature and workshop are included in the adoption preparation/home study fees. Clients agree to participate in *Adoptions of Indiana's* Pre-Adoption Educational Workshops and comply with educational requirements.
- b. Clients are required to complete a minimum of 14-20 hours of such training and preparation independent of the time devoted to the home study, however, clients should expect additional training requirements beyond the minimum hours. This training would relate to specific issues related to your particular adoption plan.
- c. It is recommended that prospective adoptive parents schedule their workshops early during the home study process, but it is required that they complete it prior to any adoption being finalized.
- d. Adoptive parents are always encouraged to re-take any of the pre-adoption education classes as a refresher while parenting. No additional fees will be incurred for participating in these trainings.

## 3. Adoption Preparation Process and Document:

Known also as the "adoptive home study," the process involves a series of meetings between the Adoption Specialist and the clients to determine if *Adoptions of Indiana* is able to approve the clients for adoption. Indiana law requires a licensed child placing agency give prior approval before an adoptive placement may occur.

- a. The adoptive home study evaluates motivation and readiness for adoption, client's social and autobiographical history, physical, mental and emotional health, marital stability, parenting style and strengths, family lifestyle and support system, employment, financial status and the ability to afford the expenses of child rearing, suitability of the home and community, and background verifications and criminal clearances. Once an

evaluation is complete and the client is approved, Adoptions of Indiana will prepare a report documenting their findings.

- b. Training is an important component of the home study process, as is a review of the required documents in order for the Adoption Specialist to assess and approve the clients for adoption. Additionally, discussions with clients will cover partially or fully all of the services, policies and practices outlined in our Agency Policies, appendix A.
- c. Clients recognize that the adoptive preparation/ home study is an assessment and there is no guarantee of approval for placement. Payment of fees is for services rendered regardless of the approval or denial for placement.
- d. Should the assessment of any of the above components in section (a) reveal concerns that are not able to be addressed to the satisfaction of *Adoptions of Indiana* within a reasonable time frame, *Adoptions of Indiana* reserves the right to discontinue the Adoption Preparation/ Home Study process. Additionally, *Adoptions of Indiana* reserves the right to refuse services to clients when, in the opinion of the agency, the type of child the client wishes to adopt is not compatible with the type of children available for adoption through *Adoptions of Indiana's* programs. *Adoptions of Indiana* provides Adoption Preparation/Adoptive Home Study services for those families adopting domestically that are intending to adopt through the agency's domestic programs, privately through an attorney, publically through Indiana's Special Needs Adoption Program, or Internationally through a Hague Accredited child-placing agency.
- e. After receiving an approved adoptive home study, clients understand that they must work to maintain their approved status. Clients understand that *Adoptions of Indiana* has the right and obligation to withdraw or change its approval or recommendation set out in the adoptive home study for events or actions brought to the attention of *Adoptions of Indiana*.
- f. The Indiana Family & Social Services Administration considers an adoptive home study to be valid for one (1) year. If a child has not been placed with Clients by the one year anniversary date, Clients must complete an update to their original adoptive home study.
- g. An adoptive home study requires updating if there is a substantial change in the family or their living environment. An example of this would be a change in the prospective adoptive family's health, financial status, or if the family has moved to another residence.
- h. An adoptive home study requires revision if a prospective adoptive family chooses to change the type of placement they are requesting. An example of this would be a change of age range, race, or changing to request a special needs placement after the document has been completed.
- i. Indiana Family & Social Services Administration requires that an adoptive home study be updated for each subsequent adoptive placement. Returning families wishing to adopt again need only to complete an update of their original home study.

#### **4. Duty of Full Disclosure (Duty of Candor)**

Clients shall provide *Adoptions of Indiana* complete and truthful information about any of the following for any member of the household, and at any time in the adoption process:

- a. Disclose arrest, conviction, or any other adverse criminal history, whether in the United States or abroad, even if the record of the arrest, conviction or other adverse criminal history has been expunged, sealed, pardoned, or the subject of any other amelioration. A person with a criminal history may be able to establish sufficient rehabilitation.
- b. Disclose history of substance abuse or the use of illegal substances, domestic violence, child abuse or neglect, or sexual abuse (as a victim or perpetrator).

- c. Disclose any substantive change in the current family circumstances, including without limitation, pregnancy, separation, divorce, health issues, loss of employment, changes in financial circumstances, or the addition or loss of any of the client's household members.
- d. Disclose any unfavorable or denied home study conducted by another adoption provider in Indiana or any other jurisdiction.
- e. Disclose any other factor addressed in the home study process.

This duty of candor is an ongoing duty, and continues while and until the adoption is finalized. The client and any additional adult member of the household must notify the agency of any new event or information that might warrant submission of an amended or updated adoptive home study. If a client fails to properly disclose information or in any way places the agency or its programs at risk, *Adoptions of Indiana* reserves the right to terminate the adoption process without providing any refund.

## 5. Agency Networking

In order to be more helpful to our placement clients seeking to adopt, *Adoptions of Indiana* has developed a networking package that will provide high quality education and support, and in addition will increase a family's exposure on the internet as well as provide assistance in networking.

- a. Through this package, *Adoptions of Indiana* offers to provide our clients their own personalized website hosted on *Adoptions of Indiana's* website. This website will allow expectant parents to learn more about a prospective adoptive family.
- b. Fees for website set-up are included in the fees paid to *Adoptions of Indiana* for the networking services.
- c. *Adoptions of Indiana* will administer the site and will respond to questions from expectant parents.
- d. *Adoptions of Indiana* will assist clients in developing a profile book describing the family that may be shown to expectant parents considering adoption.
- e. *Adoptions of Indiana* will assist clients through the agency's advertisements. The will assist with networking by providing adoption education to medical clinics, hospitals, and community organizations throughout the State of Indiana.

## 6. Matching

Once an adoptive home study is approved, it is expected that the Clients will be proactive in their efforts to identify a child to adopt by using the resources and education provided by *Adoptions of Indiana* to assist them in their own networking and advertisement choices.

- a. *Adoptions of Indiana* will provide services to expectant women referred by clients based on fees reflected in the agency Fee Schedule.
- b. It is impossible to determine how long specific clients will wait from the time their adoptive home study is approved until a child is placed with their family. Some clients wait a very short time period and others may wait more than two years for placement. Since expectant/birth parents almost always select the adoptive family for their child, *Adoptions of Indiana* cannot provide a clear timeline or guarantee of placement.
- c. On occasion there may be adoption opportunities presented to *Adoptions of Indiana* by other networking child-placing agencies or adoption attorneys. If a family agrees to be matched through this procedure they would agree to comply with the policy and procedures of both *Adoptions of Indiana* and the networking agency/attorney.

## 7. Child's Background Information

Clients agree and acknowledge that there are certain unavoidable legal and medical risks associated with adoption.

- a. *Adoptions of Indiana* interviews and receives certain background and historical information provided by the expectant/birth mother and, when available, by the birth father, via self report.
- b. *Adoptions of Indiana* requests reports from medical personnel involved in the birth mother and child's care and treatment.
- c. Clients acknowledge and agree that, in providing this information, *Adoptions of Indiana* is not liable and cannot be held responsible for the accuracy of medical, psychological or developmental information or evaluations contained in such verbal or written records or for any information for which *Adoptions of Indiana* was not informed. *Adoptions of Indiana* does not conduct an independent investigation of the birth family or the medical history, and therefore does not attest to the accuracy or veracity of the information.
- d. The information provided by the expectant/birth family and medical personnel is provided to the clients verbally and/or in writing at the time of a match and in writing no later than the day of placement.
- e. Clients adopting a newborn should have the opportunity to discuss the child's health with medical personnel while at the hospital prior to placement.
  - i. Clients must review all medical and background information.
  - ii. Clients need to consult with a pediatrician or family practice physician of their choosing to assist them in assessing the information.
- f. When new information becomes available after placement and prior to finalization, it will be provided to the clients as soon as practicable when received by *Adoptions of Indiana*.
- g. Upon receipt of this additional information, the clients may elect not to proceed with the placement, which election is expressly within their rights, and after which they will be entitled to reimbursement in full of the Placement Fee.
- h. Clients release *Adoptions of Indiana* from all costs and liability that may result from any physical, medical, behavioral, emotional, developmental, intellectual, or other conditions of the child we are seeking to adopt. The sole responsibility of *Adoptions of Indiana* is limited to reimbursement of fees paid in the event of the failure to disclose authorized information in its possession.

## 8. Placement

In most domestic adoption placements consents to the child's adoption will be signed at the hospital prior to the child's discharge. Clients will typically take custody of the child when they are discharged from the hospital after birth. In Indiana, foster care is not usually used for newborn adoptions. If the adoption involves an older child, clients understand that meaningful time needs to be spent with the child prior to placement in order to for the placement to be child-centered and to aid in a smooth transition for the child.

- a. Clients understand and acknowledge they are responsible financially for the expectant/birth mother and child's medical expenses, if she does not have her own health insurance or she does not qualify or complete application for Indiana's Medicaid coverage.
- b. Clients understand and acknowledge they are financially responsible for all care and support of the child from birth, if placement occurs. This includes, but is not limited to, the payment of all health and medical expenses for the child.
  - i. Client's health insurance should provide medical coverage for a child beginning at birth.

- ii. Federal statute-ERISA provides that group health insurance companies must treat adoptive families equal to biological families. Since adoptive parents have committed to the child's adoption into their family coverage should backdate to birth. There are a few exceptions for government employees.
  - iii. Clients are responsible for reviewing and understanding their health insurance coverage.
- c. Clients understand and acknowledge they are responsible financially for the expectant/birthmother's pre/post placement counseling.
  - i. Pre/post placement counseling is available to all expectant/birth parents working with *Adoptions of Indiana*.
  - ii. Clients contracting for Adoption Preparation/Home Studies only will pay counseling fees per hour of services according to the Agency Fee Schedule.
  - iii. Clients contracting for Placement Services will pay program and placement fees that include counseling services for the expectant parent(s)/birth family.
- d. Clients understand that Indiana law permits prospective adoptive parents to assist an expectant /birth parent with living expenses/lost wages not to exceed \$4,000 without Court approval. This is not an inducement to proceed with an adoption, but recognition that an expectant/birth parent may have expenses that pose a hardship for her.
  - i. Clients understand and acknowledge financial assistance may only be provided from the second trimester through six weeks post birth.
  - ii. Clients understand and acknowledge any monies provided to an expectant/birth parent need to be sent through *Adoptions of Indiana*, or your attorney in a private adoption, and will be itemized for the Court.
  - iii. Clients understand and acknowledge all monies provided to an expectant/birth parent are considered a gift to a person in need and legally will not be repaid in the event the expectant/birth parent chooses to parent the child and does not proceed with an adoption plan.

## 9. Other Placements

Clients may work choose to work with other licensed adoption professionals involved in the matching process with the expressed acknowledgement and agreement of *Adoptions of Indiana*. Indiana law permits residents to only work with licensed adoption agencies and adoption attorneys in the matching process.

Clients understand and agree that it is their responsibility to keep *Adoptions of Indiana* updated with any contact or match they may have with an expectant/birth parent not connected directly with *Adoptions of Indiana*.

Clients agree to NOT accept any child into their home if offered by any other adoption resource or birth parent acting on his/her own behalf at any time the clients are in process with *Adoptions of Indiana*, without the prior approval of *Adoptions of Indiana*, which approval may be denied at the sole discretion of the agency. In such situations, clients acknowledge and agree that *Adoptions of Indiana's* approval is contingent upon, among other things, the child request/approval section of the adoptive home study matching the child being referred to the clients. Failure to obtain *Adoptions of Indiana's* approval may jeopardize continuation of the adoption process with *Adoptions of Indiana*.

## 10. Legal Services

*Adoptions of Indiana* has an attorney who represents the agency and who is able to provide legal services to the agency's clients to draft, execute, and file petitions and court orders regarding the adoption and to represent you, the Client, in court. These fees for legal services and all court filing fees are itemized on your billing and *Adoptions of Indiana* pays directly to the attorney. If you, the Client, have another attorney who specializes in adoption law that you would like to retain, please discuss this with your Adoption Specialist in order to make appropriate arrangements.

## 11. Post-Placement/Adoption Supervision Process and Finalization

After placement, the Adoption Specialist from *Adoptions of Indiana* will meet with the Clients and child every 4-6 weeks until the adoption is finalized in a court of law for domestic adoptions. For International adoptions *Adoptions of Indiana* will provide services at the interval set by the placing agency and Country requirements. The Adoption Specialist will provide support, supervision, and referral services to the family. A determination will be made by *Adoptions of Indiana* whether or not to recommend the finalization of the adoption to the court. When recommending

for an adoption to be finalized, at the appropriate time, and after required documents are submitted and outstanding fees are paid, *Adoptions of Indiana* will provide a formal report to the court where the adoption has been filed.

- a. Clients agree to cooperate fully in scheduling and participating in these post-placement supervisory visits. Failure to cooperate may result in additional fees and a decision by *Adoptions of Indiana* not to recommend the finalization of the adoption.
- b. The schedule for post-placement supervision on an interstate adoption may have additional requirements in order to meet the requirements of the Sending State.
- c. The schedule for post-adoption supervision on an International adoption will follow the procedures from the placing agency and the placing Country.
- d. Appropriate reports will be completed and forwarded to the Court, attorneys, or International placing agencies.
- e. *Adoptions of Indiana* offers post-adoption services that are available to clients at any time after finalization. Some post-adoption services have an additional fee associated with them and, such fees are subject to change according to the current year's Fee Agreement.

## 12. Disruption/Dissolution

In the event of a disruption of adoption proceedings prior to, or dissolution after, the issuance of a final adoption decree by a judicial authority in the United States, *Adoptions of Indiana* will attempt to arrange for supportive and placement services for the child(ren) and the client when possible. The client's party to the disruption or dissolution shall assume full financial and logistical responsibility for any such services incurred in meeting the child(ren)'s needs. These expenses include, but are not limited to, counseling, child placement and legal services, medical, foster or respite care, and psycho-social, medical and educational evaluations of the child(ren), whether or not these services lead to a new and/or final adoptive placement. Note: Department of Child Services does not routinely take custody of children in cases of disruption or dissolution.

In the event of a possible disruption of adoption or dissolution of the adoption after the finalization of an adoption, or should adoptive parents come to the realization that their adoption may be facing difficulties or challenges that the Clients may not be equipped to deal with, the clients agree and affirm that they will make all reasonable efforts in their power to seek professional help in dealing with the issues they are facing, whether the challenge is (but not limited to) medical, psycho-social or behavioral issues. Should *Adoptions of Indiana* be called upon to help arrange services as stated in the previous paragraph, *Adoptions of Indiana* will require documentation and reports that sufficient professional help was obtained and treatment plans were followed so that *Adoptions of Indiana* can provide assistance in locating or directing alternative placement.

## 13. No Guarantee

*Adoptions of Indiana* cannot guarantee in advance that clients will be approved as an adoptive parent, or that a child will be placed with the clients, or that, if a child is placed with the clients, such clients will be approved by the court to adopt the child.

Since the availability of children is contingent upon circumstances beyond the control of *Adoptions of Indiana*, Clients understand and acknowledge that this contract does not obligate *Adoptions of Indiana* to place a child with us. Clients further understand that *Adoptions of Indiana* cannot be held responsible for placements not occurring within a projected time frame.

## 14. Indemnification and Liability

Neither party shall be liable for incidental, special, consequential or punitive damages. Nothing in this document purports to waive claims against *Adoptions of Indiana* for intentional or reckless acts or omissions or for gross negligence. Clients agree to indemnify and hold harmless *Adoptions of Indiana*, its directors, officers, employees, and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including attorneys' fees and expenses, arising out of any claim to breach or claim violation by *Adoptions of Indiana* of

any of its representations, warranties, covenants or agreements set forth herein, including any act, activity or omission of *Adoptions of Indiana* or any of its employees, representatives, subcontractors or agents.

### **15. Termination of Agreement**

If clients fail to properly disclose any information material during the adoptive home study or the adoption process or in any way places the agency or its programs at risk, *Adoptions of Indiana* reserves the right to terminate the adoption process without providing any refund of fees.

### **16. Complaints**

Clients may access information concerning the past history and records of any licensed child placing agency providing adoption services in Indiana by contacting Indiana Department of Child Services, Placement Manager of Programs & Services Residential Licensing Unit (317)232-3476.

### **17. Fees**

Clients are solely responsible for paying or arranging payment of all fees associated with services rendered pursuant to this contract in the amounts and at the times specified in the *Adoptions of Indiana* Agency Fee Schedule (appendix B). Under some circumstances *Adoptions of Indiana* may accept fees from a granting entity or others, but regardless of the source of fees, all fees must be paid in accordance with and at the time specified in the Fee Schedule, and *Adoptions of Indiana* is not obliged to provide services unless and until the appropriate fees are fully paid. A copy of the Fee Schedule has been provided to Clients as part of the application packet, and is incorporated herein by this reference. Clients shall comply fully with all fee policies and procedures established by *Adoptions of Indiana* and set forth in the Fee Schedule, and such policies and procedures are to be considered as part of this contract. Clients agrees that *Adoptions of Indiana* may increase fees in a manner that applies equally and prospectively to all similarly-situated clients, and that Clients will pay fees in effect at the time of billing. All fees shall be charged according to the Fee Schedule in effect at the time of billing.

- a. Clients agree to pay fees in effect at the time of billing and to pay the agency for any increased fees that apply to the Client, and will agree to any changes in the total fee that should occur.
- b. Payment will be accepted in the form of cash, personal check or money order. *Adoptions of Indiana* also accepts all major credit and debit cards; however, Client will be asked to add a 4% service charge at the time of payment. If the 4% service charge is not added at the time of payment, Client will be billed accordingly.
- b. Clients understand and agree to the fees stated in the attached Fee Schedule for this adoption and acknowledge that some items are unknown at this time and will be documented as services are provided and expenses are incurred. Clients agree that all fees will be paid in full prior to finalization of the adoption, or when birth or adoptive parents withdraw from *Adoptions of Indiana's* services.
- c. Unpaid fees and expenses shall begin accruing interest at the rate of eighteen percent (18%) per annum ten (10) days after they are due and payable. Client(s) shall pay the accrued interest. No interest will be charged to accounts paid within ten (10) days when they are due and payable. Should a balance be turned over to collections for any reason, Client agrees to pay all costs of collection, including reasonable attorneys.
- d. There will be a \$45 additional charge for all personal checks returned due to non-sufficient funds.
- e. Clients agree to provide a credit card on file with *Adoptions of Indiana*. Accounts 90 days in arrears will have fees due charged to the credit card on file, along with any applicable interest, a 4% service charge. Should the payment be declined for any reason, Client agrees to pay the balance in full, plus any applicable interest, related bank fees, and costs of collection.

### **18. Governing Law**

Clients understand and acknowledge *Adoptions of Indiana* is a licensed child placing agency in the State of Indiana and will, in accordance with this agreement and the laws and regulations governing adoption in this state, perform

the services set above.

- a. Clients acknowledge that the provisions of this contract contain the entire agreement with Adoptions of Indiana and that any modifications or changes to this agreement must be in writing and approved by *Adoptions of Indiana*.
- b. In the event of the Clients default in the payment of any amounts due hereunder, the Clients agree that they will pay the reasonable attorney fees and costs of collection incurred by *Adoptions of Indiana* in *Adoptions of Indiana's* enforcement of the terms of this Adoption Services Agreement, and further, the Clients acknowledge and agree that any obligations hereunder for payment are the joint obligations of the undersigned.
- c. This agreement shall be interpreted under the laws of the State of Indiana. Any litigation under this agreement shall be resolved in the trial courts of Hamilton County, State of Indiana.
- d. If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.
- e. Client represents and acknowledges that they have read and understand this contract and appendixes and accept its policies, fee schedule, and conditions for working with *Adoptions of Indiana*.

**Client(s):**

\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

**Adoptions of Indiana:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

*Adoptions of Indiana*

1980 E. 116<sup>th</sup> Street, Suite 325  
Carmel, IN 46032

Office: 317/574-8950  
Fax: 317/574-8971  
Toll Free: 888/574-0122

[www.adoptionsofindiana.org](http://www.adoptionsofindiana.org)