



**ADOPTIVE PARENT
SERVICE AGREEMENT**

This Agreement is made as of _____ date _____, 2020 between ACF ADOPTIONS of North Miami Beach, Florida ("ACF"), and ap names _____ of _____.

This Agreement sets forth the understanding between ACF ADOPTIONS and ap names _____ regarding the adoption plan of baby due to be born in June of 2020 identified with case number: _____-BM.

In consideration of the foregoing and the mutual promises set forth below, ACF ADOPTIONS and _____ aps _____ agree that the following tasks and responsibilities will be completed by the adoption agency, attorney, adoption professional, and/or client as indicated by initialing.

Goals and Desired Outcomes: Placement and Finalization of baby due to be born in June of 2020

Timeframes for Implementation: Finalization to occur four to six months after placement and after monthly requisite post placement supervision visits and reports have been received and approved by ACF (visits and reports are required until adoption if finalized). The final report must have a statement of recommendation for the adoption to be finalized (statutory requirement).

Legal and Social Services:

- ACF a. Initial Screening
- ACF b. Interview and background information
- ACF c. Options Counseling and Counseling assessment
- ACF d. Pre-natal care planning or monitoring or obtaining records
- ACF e. Birth and delivery planning OR hospital planning
- ACF f. Payment of birth parent material needs expenses
- ACF g. Legal assessment, including paternity issues
- ACF h. Develop pre- and post-adoption communication plan
- ACF i. Match with prospective birth parent
- ACF j. Facilitate direct or indirect contact with adoptive family
- ACF k. Acceptance of Surrender/Custody/Termination of Parental Rights Proceedings
- ACF l. Pre/Post placement Counseling
- ACF m. Hospital Planning
- ACF n. Counseling assessment
- ACF o. Financial accountability
- ACF p. Legal guardianship by ACF _____
- ACF q. Discharge to family. Adoption Placement. ACF does not guarantee placement of a child
- ACF r. Child's Application for Florida Medicaid until finalization.
- ACF s. Foster care plan
- ACF t. HAGUE Intercountry Compliance and Approval Process

_____ u. Interstate Compact on the Placement of Children (ICPC) – **sending agency**

ACF will submit ICPC package to Florida Interstate Compact office within two business days of receipt of all documents required for ICPC submission. FL ICPC office does NOT accept incomplete packages and they allow seven business days for review and submission of the package before forwarding to our home state. Adoptive parents are required to remain in the State of Florida until Interstate Compact on the Placement of Children approval is received from Florida and the adoptive parents' home state at which time adoptive parents may return home to their home state. ACF cannot predict the length of time that APs must remain in Florida as the approval process varies with each state ICPC office. We understand that ACF's estimate is a minimum of a two-week stay in Florida.

_____ v. Interstate Compact on the Placement of Children (ICPC) – receiving agency

_____ ACF w. Adoption finalization

Joint Responsibilities

1. *Notification of Problems with Placement:* Each signatory will report immediately to the other any unforeseen difficulties with the placement or any circumstances that might give rise to an agency or court not recommending continuation of the placement or finalization of the adoption.

2. *Disruption.* Each signatory will cooperate in planning for the return or re-placement of the child if removal of the child from the home is indicated or if circumstances dictate such action.

3. *Mutual Disclosure.* The signatories agree to share new legal, medical or other information pertinent to the service being provided, as it becomes available. Prospective adoptive parents agree to assume all risks and to hold ACF ADOPTIONS harmless for all time for any information which may have been falsely given or withheld by any of the child's biological family, or other third parties, and for any risk assumed by us after full disclosure in connection with this placement.

COST OF SERVICES – The prospective adoptive parents agree to pay to ACF ADOPTIONS in United States dollar (USD) – ACF WILL NOT BE RESPONSIBLE FOR ANY EXCHANGE RATE THAT MAY APPLY. The prospective adoptive parents agree to pay ACF by bank wire transfer or cashier's checks payable to ACF ADOPTIONS, for any amount due exceeding \$5,000.00 (USD). *Personal checks exceeding \$5000.00 (USD) will not be accepted.*

Adoption Program Flat Fee Florida \$ 26,500.00
Alabama \$20,000

If applicable:

ICPC Fee – Families outside FL/AL \$ 1,500.00

OR Intercountry Fee – Families outside of U.S. \$ 5,000.00

Estimated birth mother, court and misc. costs \$

ICWA Fee \$ 1,000.00

Total Fees and Estimated Costs: \$ _____

Pre-match case management/advertising previously paid (Jan 2020) \$ 1,000.00

Total Fees and Estimated Costs Due: \$ _____

Dates Paid:

Payment due at placement \$ _____ _____

Payment due within 30 days of placement \$ _____ _____

This Agreement will be governed by the substantive laws of the State of Florida, and may not be modified except in writing.

By my signature below, I acknowledge that I understand the risks associated with domestic and/or intercountry adoption, as appropriate, and I understand that ACF ADOPTIONS cannot guarantee a particular outcome. This is a contract for services only. As a client, I assume the emotional and financial risks inherent in my adoption plan.

By their signatures below, the signatories agree to hold each other harmless in this matter for all time for any information which may have been falsely given or withheld by any of the child's biological or adoptive family, or other third parties, and for any act or omission not within the control of ACF ADOPTIONS in connection with this placement.

_____ (Initial) - I understand that ACF ADOPTIONS and any of its attorneys and/or employees do not legally represent me in the adoption process and that no attorney-client relationship exists by and between me and ACF, its attorneys and/or employees.

_____ (Initial) - I have been advised that if I wish to have legal representation, I should seek legal counsel and so inform ACF.

_____ (Initial) – I have been advised that I may wish to seek legal counsel before signing this agreement.

_____ (Initial) - I have decided not to seek legal representation at this time and shall inform ACF immediately upon seeking legal counsel.

_____ (Initial) \$8,000.00 of the agency fee is due upon acceptance of match plus cost deposit. This fee is non-refundable in the event of a failed match.

Prospective Adoptive Parent Signature

Prospective Adoptive Parent Signature

Date

Date

For ACF ADOPTIONS:

Name

Title

Date