



American Adoptions of Florida

3001 North Rocky Point Drive East
Suite 200
Tampa, Florida 33607
1 . 800 . ADOPTION
www.americanadoptions.com

Thank you for considering American Adoptions for your home study! We look forward to helping you through the home study process. Here are a few key points as you begin:

- A home study determines your readiness to adopt and is necessary to complete any adoption. There are a series of documents and visits required, which we will assist you in completing.
- Getting started quickly on your home study documentation and planning ahead will help you avoid unnecessary delays through the process. We know you are eager to get through the adoption process, so please follow the directions carefully and accurately.
- The average time to complete the home study is 30-60 days in Florida. The estimated time frame to complete a home study depends on how quickly you start the process, gather documents, and complete in-home visits.

To help you get started, we have streamlined the process into two phases outlined below.

Phase I is contained within this packet. First, please complete and return the included home study application, agreement and application payment of \$250. Furthermore, please review and complete the required background checks per the included instructions. Once the Phase I packet and application fee payment are received, we will process your application and reach out to begin Phase II. These fees are non refundable.

Phase II will begin once your Phase I packet is processed. At this time, you will be invoiced for the remaining home study fee(s) outlined below. Once this full payment is received, we will assign you to a home study worker who will be in direct contact with you within two business days. We will assign your home study to the closest available social worker. During this phase, you will receive a second packet to begin gathering supporting documents and meet with your social worker in your home.

Schedule of Fees is provided below for the Standard Home Study package. Please see the enclosed Home Study Agreement for further explanation of fees and any additional fees that may apply.

Application: \$250

Due with submission of Phase I

Domestic Home Study: \$1,100

Due once Phase I is processed; upon receipt of invoice

Please note that travel costs associated with completing the home study and post-placement visits are charged at \$25.00 per hour of travel plus mileage. An invoice for travel costs will be sent once the location of the worker is determined.

American Adoptions accepts payment via credit card, personal check, and money order. If you would like to pay by credit card, please contact the Home Study Department, and they will provide an invoice for payment.

If you have any questions, do not hesitate to contact us at **1-800-ADOPTION** or email questions to homestudy@americanadoptions.com. We look forward to working with you.

Thank You,
The Staff of American Adoptions

	Parent 1	Parent 2
Full Legal Name (First, Middle, Last)		
Maiden Name or Any Other Names Used		
Social Security Number		
Driver's License Number		
Race and Gender		
Date of Birth		
City and State of Birth		
Marriage Date and Location		
Ever Been Divorced?	Y / N	Y / N
Highest Education Level		
Employer Name		
Occupation		
Work Phone Number		
Cell Phone Number		
Currently in Military	Y / N	Y / N
Previously in Military	Y / N	Y / N
Religion		
Height		
Weight		
Hair Color		
Eye Color		
Complexion		
Body Structure (i.e. Petite, Muscular, etc.)		
Ethnicity (i.e. Hispanic or Non-Hispanic)		
Heritage (Irish, Italian, etc.)		
Language(s) Spoken		
Citizenship		
Have you ever been arrested?	Y / N	Y / N
Have you ever been convicted of a crime?	Y / N	Y / N
Have you ever had an arrest expunged?	Y / N	Y / N
If YES, please explain:		
Have you ever initiated or completed a home study?	Y/N	If YES, when and with whom?

Other Household Members (children, residents, grandparents, etc)

Name	Gender	Birth Date	Relation to you (i.e. Child, etc.)	Adopted Date	Living in the home?
_____	M / F	_____	_____	_____	Y / N
_____	M / F	_____	_____	_____	Y / N
_____	M / F	_____	_____	_____	Y / N
_____	M / F	_____	_____	_____	Y / N

Are any of your children from a previous marriage? If so, please indicate above: Y / N

Do you have children outside the home or not listed above? Y / N

Background Information on Extended Family Members (if deceased please indicate)

Parent 1	Parents Names	Age	Marital Status	Occupation	State	# of Children
	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____

Siblings Names	Age	Marital Status	Occupation	State	# of Children
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Parent 2	Parents Names	Age	Marital Status	Occupation	State	# of Children
	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____

Siblings Names	Age	Marital Status	Occupation	State	# of Children
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Please list any health or medical concerns for yourselves, immediate or extended family:

Payment is required prior to processing the home study application. American Adoptions will accept payment via credit card, personal check or money order. Please indicate your payment option below, sign and return the application and home study agreement.

- Payment by Credit Card (please contact the Home Study Department to receive instructions to pay online).
- Payment by Check or Money Order made payable to American Adoptions

Submission via email, mail, or fax is all acceptable options to submit the home study application and agreement.

American Adoptions
Attn: Home Study Department
7500 W. 110th Street
Suite 500
Overland Park, KS 66210
Fax: 913-383-1615
Email: homestudy@americanadoptions.com

By signing this application, you are verifying all information on this application is true and accurate and understand that fees paid are non-refundable.

Adoptive Parent Signature

Adoptive Parent Signature

**HOME STUDY AGREEMENT
AMERICAN ADOPTIONS OF FLORIDA**

THIS HOME STUDY AGREEMENT (“Agreement”) is made by and between American Adoptions of Florida, LLC d/b/a American Adoptions (hereinafter referred to as “American Adoptions”) and _____ (collectively referred to as “Adoptive Family” or “you”) on this ___ day of _____, 20__.

WITNESSETH:

WHEREAS, American Adoptions is a licensed domestic adoption agency;

WHEREAS, Adoptive Family desires to provide a stable, secure, and loving home to an adopted child; and

WHEREAS, it is the desire and intention of American Adoptions and Adoptive Family to have American Adoptions conduct a home study that will investigate Adoptive Family’s suitability for adoption of a child (or children) under the applicable laws, regulations, and guidelines;

NOW THEREFORE, in consideration of the mutual promises contained herein and with the intention of being legally bound hereby, American Adoptions and Adoptive Family agree as follows:

1. Home Study. Adoptive Family understands that the home study process is an assessment of Adoptive Family and their home as suitable for adoption. American Adoptions does not guarantee that this home study will result in Adoptive Family being recommended or approved for adoption. American Adoptions may decline approval of this home study for any reason. Adoptive Family understands that American Adoptions must comply with certain laws, regulations, and guidelines related to this home study. Adoptive Family agrees to hold harmless American Adoptions should Adoptive Family find the outcome of, or any individual finding within, this home study to be unfavorable. Adoptive Family agrees to hold harmless American Adoptions for any harm resulting from the communication of any finding discovered during the course of the home study to any governmental body, agency, or authority. Adoptive Family agrees to hold harmless American Adoptions for any harm resulting from the disclosure of the Home Study to third parties, including but not limited to adoption agencies, social workers, state agencies, federal agencies, and attorneys that may be involved in Adoptive Family’s adoption process. Adoptive Family agrees to cooperate with American Adoptions oral or written instructions or requests related to this home study. **ADOPTIVE FAMILY HAS A DUTY TO IMMEDIATELY UPDATE AMERICAN ADOPTIONS IF THERE ARE ANY SIGNIFICANT CHANGES TO ANY OF THE INFORMATION CONTAINED IN THE HOME STUDY.** Adoptive Family agrees that it will immediately notify American Adoptions of any such changes, including but not limited to any change to the following: criminal or child

Initial
____/____

abuse records, medical status, employment status, marital status, the number or identity of persons who are household members, a change in the location of Adoptive Family's residence, or a significant change in Adoptive Family's finances. Adoptive Family understands that significant changes to the information in the home study may require a new home study, which would result in additional fees. Adoptive Family agrees that American Adoptions cannot be held liable for any harm or complications that arise from Adoptive Family's failure to fully or accurately disclose information used to prepare the home study. Adoptive Family understands that all documents provided to American Adoptions become the property of American Adoptions and American Adoptions may be required to retain these documents by applicable state laws or regulations.

2. Fees. Adoptive Family agrees to pay American Adoptions all fees before the related services are rendered. Adoptive Family will pay all fees by credit/debit card or personal check, cashier's check, money order, or wire transfer payable to American Adoptions. **ADOPTIVE FAMILY UNDERSTANDS THAT THE FEES PAID TO AMERICAN ADOPTIONS UNDER THIS AGREEMENT ARE NOT REFUNDABLE.** In order to maintain its level and scope of services, American Adoptions reserves the right to change all fees before the related services are rendered. **Initial** ___/___

3. Home Study Updates. It is the responsibility of Adoptive Family to keep their home study updated annually (sooner if there is a change in information, or if required by the relevant jurisdiction). It is Adoptive Family's responsibility to confirm how often their home study must be updated. To keep a home study updated, it is necessary for Adoptive Family to, within the applicable time period, have at least one home visit and update all documents that support or accompany the home study, including but not limited to all criminal records, child abuse records, physician's reports, insurance and registrations, and financial information. American Adoptions is happy to assist you with keeping your home study updated, but it is your responsibility to keep American Adoptions informed about: when the home study is set to expire; any significant dates or deadlines relevant to your adoption; any court requests or requirements; any significant family, work, health, or life changes; and when placement or finalization is scheduled to occur. **Initial** ___/___

4. Information about the Child or Birth Parent. Adoptive Family will obtain all information regarding a potential or prospective adoptive child or birth parent through either American Adoptions or the agency through which you will seek the placement. **Initial** ___/___

5. Information from the Adoptive Family. Adoptive Family will be required to disclose and provide a wide range of family and personal information to American Adoptions, social workers, attorneys and adoption professionals, as well as a family profile, photos and other written information. Adoptive Family agrees to assist in the gathering of needed information and, as necessary, to contact any parties from whom information is required. American Adoptions will consider requests that particular information regarding the Adoptive Family be kept confidential – e.g., address, social security number, last name, etc. – but cannot guarantee the confidentiality of the Adoptive Family’s information. Adoptive Family hereby authorizes American Adoptions to seek information from third parties relating to Adoptive Family’s suitability for adoption of a child (or children) under the applicable standards, laws, and regulations. Adoptive Family agrees to hold harmless American Adoptions and all such third parties should Adoptive Family find any such information to be unfavorable to Adoptive Family’s suitability for adoption under this Agreement. **Initial** ___/___

6. Time Frames. Adoptive Family understands that the time it takes to complete a home study varies according to a number of factors (some of which are beyond American Adoptions’ control), including but not limited to the following: the jurisdiction in which Adoptive Family resides, the speed with which Adoptive Family submits the appropriate documentation, and the time it takes to perform background checks. On average, it takes 4 to 8 weeks to complete a home study. Adoptive Family understands that American Adoptions cannot affect the speed with which states and the federal government process background checks, such as criminal and child abuse checks. Adoptive Family releases American Adoptions from any and all liability resulting from any delay in the processing of background checks. If Adoptive Family takes more than 3 months from the date of execution of this Agreement to submit the necessary documentation (typically submissions can be completed in 2 weeks), then Adoptive Family releases American Adoptions from any and all obligation to perform any further home study services and further agrees that all fees paid before the expiration of this three-month period will be non-refundable. **Initial** ___/___

7. Notification of Adoption Placement, Matching and Referrals. Adoptive Family acknowledges that state laws vary as to the types of persons and entities that may legally serve as adoption intermediaries, also known as “matching” or “referrals.” In many such cases, the home study provider (in this case, American Adoptions) is required to enter into a written agreement **Initial** ___/___

with the other matching entity, and to disclose to governmental officials the existence of that agreement, as well as the funds paid to the other matching entity. In order to avoid situations that may violate the laws of one or more states, or that involve unethical practices, Adoptive Family agrees to notify American Adoptions prior to contracting with, paying, or utilizing the services of any source of adoption opportunities, matches, or referrals. American Adoptions retains sole discretion to either approve, or to refuse to work with, any other matching or referral source, which approval shall not be unreasonably withheld. Should Adoptive Family contract with any person or entity of which American Adoptions does not approve, then American Adoptions shall have the right to terminate this Agreement for cause, resulting in termination of home study approval. Adoptive Family also agrees to notify American Adoptions immediately upon receipt of any adoption opportunity, potential match, or potential child referral. This ensures that American Adoptions can provide the appropriate services in a timely manner, including but not limited to ICPC services, post-placement services, and more. Adoptive Family agrees that if they fail to notify American Adoptions immediately at the time of referral, then American Adoptions will not be responsible for the timing of any post-placement visit, the completion of the home study, or any other harm related to or arising out of this failure. Adoptive Family agrees to pay American Adoptions an expedited scheduling charge of \$200 for expenses resulting from the last-minute processing of this information, with no guarantee that any requested services can be completed within the time requested by Adoptive Family.

8. Post-Placement Supervision. Adoptive Family acknowledges that they are required to have their post-placement visit(s) performed by American Adoptions. American Adoptions may be required to perform post-placement visits to satisfy licensing requirements, even if this is not required by your state or country's post-placement regulations. If you are adopting more than one child, there are additional fees for post-placement services. The number of post-placement visits is dependent on many factors, including but not limited to court jurisdiction and the state or country in which the adoption is being finalized.

Initial
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9. Relocation. Prior to finalization of the adoption, Adoptive Family must notify American Adoptions of any pending or actual change to their primary residence as soon as they learn that a move will occur. A home visit must be conducted at the new residence and shall be accompanied by a home study update or addendum, or in some cases, a new home study, at the rates set forth herein. If Adoptive Family remains in or moves to a state where American Adoptions is licensed, then Adoptive Family agrees to pay American Adoptions for these services at the rates set forth herein. If Adoptive Family moves to a state where American Adoptions is not licensed, Adoptive Family must contact and contract with a properly-licensed adoption professional or agency in the new state, to obtain those services. **Initial** ___/___

10. Medical Coverage. American Adoptions requires that Adoptive Family provide medical insurance for the child they wish to adopt. Adoptive Family must be willing to provide medical insurance on behalf of the child until the child reaches 18 years of age. Adoptive Family must also be willing to secure the best medical care and treatment available to the child as needed and required by the child’s attending physician and authorized by such medical insurance. **Initial** ___/___

11. Mandatory Reporter Obligations Impact on Confidentiality. The Adoptive Family understands that American Adoptions, legal counsel, social workers and other agencies or individuals involved in their adoption process may find themselves in a situation where they reasonably believe they are legally required to report facts or circumstances that lead them to suspect that a child has been abused or neglected, and that, in such circumstances, they are no longer bound by confidentiality and must report information and cooperate with the appropriate officials. **Initial** ___/___

12. Best Interest. The Adoptive Family acknowledges and understands that circumstances may arise that require American Adoptions to take action that it deems to be in the best interest of the child, even though that action might appear to be in opposition to the Adoptive Family’s requests or best interests. The Adoptive Family agrees to waive this potential for conflict of interests as a condition to receiving services pursuant to this Home Study Agreement. **Initial** ___/___

13. Standard Home Study Fee Schedule

Initial
___/___

A. Preliminary Application Fee

\$250

The application fee is paid upon the initial submission of the application by the Adoptive Family to begin home study services.

B. Domestic Home Study

\$1,100

The standard domestic home study package includes the services typically needed to complete a domestic home study. Costs to run state clearances and expenses for the social worker’s travel to the Adoptive Family’s home will be paid separately at time of service.

The standard home study package fulfills the home study requirements for many domestic adoptions. However, some court systems, countries, and other adoption professionals require services in addition to the standard home study package.

14. Additional Services and Fees. American Adoptions will perform services in addition to those included in the standard home study package per the following fee schedule:

Initial
___/___

A. Home Study Case Management Services

\$500*

Initial
___/___

Case Management covers costs related to, but not limited to, preparation and provision of additional copies of home study, completion of forms and documents as requested by Adoptive Family and/or their placing entity, preparation and provision of home study to courts and other adoption professionals on behalf Adoptive Family and other associated tasks. This fee is due prior to American Adoptions completing forms or providing documents to other placing entities, courts or other adoption professionals on behalf of Adoptive Family. If Adoptive Family requires more than 3 hours of case management service, an additional hourly fee of \$100 will be incurred.

*If Adoptive Family is utilizing American Adoptions or its Affiliates for placement services, the home study case management fee is waived.

B. Home Study Update

\$750*

Initial

___/___

A home study update is a follow-up report to the initial home study and is often required if a placement has not occurred within one year of the initial home study. Some states require a home study update every six months. If the home study is more than 2 years old, a completely new home study must be completed.

*If Adoptive Family is utilizing American Adoptions or its Affiliates for placement services, the home study update fee is discounted to \$550.

C. Extensive Home Study Update

\$900*

Initial

___/___

An extensive home study update may be necessary if you have, since your previous home study, placed an additional child in your home, moved, experienced a significant change in employment, or experienced other significant life changes. If the home study is more than 2 years old, a completely new home study must be completed.

*If Adoptive Family is utilizing American Adoptions or its Affiliates for placement services, the extensive home study update fee is discounted to \$700.

D. Addendum

Initial

___/___

Home Visit

\$300*

Telephonic/Video Conference

\$200*

An addendum may be required for minor changes in family status like a new job with similar pay and responsibility, a change in health insurance, or the request to be approved for additional child characteristics, etc.

*If Adoptive Family is utilizing American Adoptions or its Affiliates for placement, the addendums are discounted to \$250 for a home visit and \$150 for a telephonic/video conference.

E. Post-Placement Report

Initial
___/___

Home Visit **\$350***

Telephonic/Video Conference **\$200***

Post-placement reports will be required after a child has been placed in your home. The exact number and timing of post placement reports are determined by the state involved. These post-placement reports are typically for the court and provide updates on the child and family. An additional charge of \$50 is added to the cost of the post-placement report for each additional child placed in your home through the adoption (e.g., twins, siblings, etc.).

*If Adoptive Family is utilizing American Adoptions or its Affiliates for placement, the post placement reports are discounted to \$300 for a home visit and \$150 for a telephonic/video conference.

F. Extensive Home Study Update/Post-Placement Combo **\$950***

Initial
___/___

An extensive home study update may be required for finalization and is charged at this rate when performed in conjunction with a post-placement visit.

*If Adoptive Family is utilizing American Adoptions or its Affiliates for placement, the extensive home study update/post-placement combo is discounted to \$850.

G. Court Visit and/or Court Report

\$350*

Initial
___/___

Some courts require an agency representative and/or a report in addition to the home study and/or post-placement reports. This report typically summarizes the home study and post-placement and ultimately recommends the permanent placement of the child for the final adoption hearing.

*If Adoptive Family is utilizing American Adoptions or its Affiliates for placement, the court visit and/or court report is discounted to \$300.

H. Extra Home Visit

\$250*

Initial

___/___

An additional home visit may be required during the home study process. This occurs when more information is needed, if the home study is not finalized in the allotted amount of time allowed or the Adoptive Family’s individual circumstances necessitate an extra home visit.

*If Adoptive Family is utilizing American Adoptions or its Affiliates for placement, the extra home visit is discounted to \$150.

I. Miscellaneous

**\$75-
\$250**

Initial

___/___

Additional fees may apply for additional services, including additional copies of the home study, additional counseling for issues beyond a home study, additional request of documents outside of our standard home study package.

The Adoptive Family agrees they understand the fees listed above and agrees to pay all such fees to American Adoptions when the related services are rendered.

15. Forfeiture of Fees and Returned Checks. AS PROVIDED IN PARAGRAPH 2 ABOVE, THE FEES PAID BY ADOPTIVE FAMILY TO AMERICAN ADOPTIONS UNDER THIS AGREEMENT ARE NOT REFUNDABLE. If this Agreement terminates according to its terms (set forth below), or otherwise, all fees paid are forfeited to American Adoptions. Adoptive Family understands and specifically agrees to this forfeiture and further agrees to hold American Adoptions harmless, to indemnify American Adoptions, and to pay American Adoptions’ reasonable attorney fees in the event that any person or entity sues American Adoptions for funds Adoptive Family paid and forfeited to American Adoptions under the terms of this Section. If a check is returned to American Adoptions because of insufficient funds, Adoptive Family will be charged a \$30 returned check fee.

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16. Other Service Providers. American Adoptions is not responsible for the conduct or services delivered by other service providers, including but not limited to video producers, video hosting services, attorneys, counselors, social workers, other adoption professionals, foster parents, foster care workers or others, relating to any and all services they provide, including but not limited to video production, video hosting, relinquishment, counseling (whether in-person or otherwise), consent, Home Study, foster care and surrender services. The Adoptive Family agrees that they will hold harmless and indemnify American Adoptions for any damages, costs or reasonable

Initial

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attorney fees American Adoptions incurs in connection with any legal proceeding Adoptive Family initiates against American Adoptions for any conduct of or services provided by another service provider.

17. ICPC. The Interstate Compact on the Placement of Children (“ICPC”) applies to domestic adoptions occurring across state lines. When the ICPC applies, Adoptive Family and the adopted child must remain in the state in which the adopted child resides until Adoptive Family’s state of residence approves the placement. This process can take between 7 to 10 business days after the paperwork has been filed with the ICPC office, but there is no way to know for certain how long this process will take. Adoptive Family understands that the wait for ICPC approval is outside of American Adoptions’ control and may be longer depending on the circumstances of the particular adoption. Adoptive Family understands that they need to work with the attorney or agency that placed the child with them on issues related to the ICPC.

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18. Government Offices. Adoptive Family understands that they are not allowed direct contact with any court office or ICPC office unless directed by American Adoptions, their attorney, an ICPC administrator, or a court officer. This Section has been included in this Agreement at the request of ICPC administrators and court clerks and allows them to process your case more efficiently.

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19. Orientation. Adoptive Family understands that state licensing requires the Adoptive Family to complete an orientation before beginning the Home Study process. The orientation is typically conducted in person and immediately prior to your initial home visit. In some instances, the orientation may consist of educational material and/or an online video or other resources. Adoptive Family agrees to timely complete all necessary home study orientations.

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20. Medical Release. Adoptive Family agrees that American Adoptions cannot guarantee the health of any child. Adoptive Family further agrees that American Adoptions is not responsible for any adopted child’s medical, psychiatric, health, behavioral or other problems, whether those problems are present at the time of placement or manifest themselves at some time thereafter. Adoptive Family also agrees that it will not rely on any representation of American Adoptions (or any representation of any employee, agent, or representative of American Adoptions) related to the health of any child. Adoptive Family hereby waives any and all claims and releases American Adoptions from any and all liability related to any adopted child’s medical or other condition(s), any medical or other economic expenses incurred by Adoptive Family, or any non-economic damages sustained by Adoptive Family.

Initial
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21. Record Retention. Adoptive Family understands that the home study file will be kept indefinitely by American Adoptions and that the Home Study will be officially categorized as “approved”, “denied” or “withdrawn” as appropriate. All records relating to the Home Study are the exclusive property of American Adoptions. Criminal history record information will be kept for two years and then destroyed. Should criminal history records be needed after that time, Adoptive Family will be required to re-run their criminal background checks.

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22. Term. The term of this Agreement (the “Term”) shall commence on the date of the execution of this Agreement and, unless one of the below-enumerated termination events occurs, shall continue in full force and effect until an adoption reaches finalization and all fees and obligations owed under this Agreement have been paid or fulfilled.

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23. Events That Give American Adoptions Discretion to Terminate This Agreement. American Adoptions may, in its sole discretion, terminate this Agreement, and retain all fees paid through the date of termination, if any of the following events occur: **Initial** ___/___

- a. Adoptive Family undergoes a divorce, annulment, or legal or other separation before American Adoptions completes its obligations under this Agreement;
- b. Adoptive Family refuses to timely provide American Adoptions with information necessary for home study;
- c. Adoptive Family fails to disclose information or provides incomplete, false or misleading information to American Adoptions;
- d. Adoptive Family commits any other material breach of this Agreement not specifically enumerated in this Section; or
- e. Adoptive Family violates in any way the confidentiality of a birth parent or attempts to independently gather information on a birth parent, as prohibited by this agreement.

24. Attorneys' Fees. In the event of the breach of this Agreement, the non-breaching party shall be entitled, in addition to any other remedy provided by law, to the recovery of all costs and attorneys' fees incurred in the enforcement of the non-breaching party's rights hereunder. **Initial** ___/___

25. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas as if it were made and wholly performed there without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. **Initial** ___/___

26. Choice of Venue. The Parties agree that any action or proceeding arising out of or related in any way to this Agreement shall be brought in a state or federal court located in Johnson County, Kansas. The Parties hereby irrevocably and unconditionally waive any defense of an inconvenient forum, to the maintenance of any action or proceeding in such court, and objection to venue with respect to any such action or proceeding, and any right of jurisdiction on account of the place of residence or domicile of any party hereto. **Initial** ___/___

27. Illegality, Reform, and Severability. If any law or governmental regulation is adopted or any court decision is promulgated after the date of this Agreement, and such law, regulation or court decision makes this Agreement or a provision hereof illegal, the parties agree to use their best efforts to restructure this Agreement in such a manner that will avoid such illegality and, to the extent practicable, will preserve the existing financial and business relationships among them. In the event any provision contained herein is deemed by a court of competent jurisdiction to be illegal, then the parties each agree that such provisions may be reformed and modified and enforced by such court to the maximum extent permissible under applicable law and principles of equity. **Initial** ___/___

28. Drafting. No provision in this Agreement is to be interpreted for or against any party because that party, or that party's legal representative, drafted the provisions. **Initial** ___/___

29. Headings are for Reference Only. The headings to the various sections of this Agreement have been inserted for reference purposes only and shall not modify, define, limit or expand the expressed provisions of this Agreement. **Initial** ___/___

30. Entire Agreement and Modification. This Agreement and any attachments constitute the final and complete agreement between Adoptive Family and American Adoptions, supersede all previous agreements or understandings, and may be amended or modified only by a written agreement signed by all parties hereto. **Initial** ___/___

31. Non-Waiver. No provision of this Agreement shall be deemed to have been waived unless such waiver is contained in a written notice given to the party claiming such waiver has occurred, provided that no such waiver shall be deemed to be a waiver of any other or further obligation or liability of the party or parties in whose favor the waiver was given. **Initial** ___/___

32. Acknowledgement of Understanding. The Adoptive Family acknowledges that they have read and understand this Agreement and its legal effect, that all signatories are signing this Agreement freely and voluntarily, and that no party has any reason to believe that the other party did not freely and voluntarily execute this Agreement. **Initial** ___/___

THE PARTIES AGREE THAT THIS AGREEMENT IS FOR HOME STUDY SERVICES ONLY AND IS NOT AN APPLICATION FOR ADOPTION SERVICES OR ANY OTHER SERVICES NOT EXPRESSLY PROVIDED FOR HEREIN. ADOPTIVE FAMILY AGREES THAT AMERICAN ADOPTIONS IS NOT PROVIDING ACCOUNTING, LEGAL OR OTHER PROFESSIONAL SERVICES, AND THAT ADOPTIVE FAMILY IS RESPONSIBLE FOR ARRANGING AND PAYING FOR THESE OTHER SERVICES AS NEEDED. ADOPTIVE FAMILY UNDERSTANDS THAT THEY HAVE THE RIGHT TO INDEPENDENT COUNSEL. ADOPTIVE FAMILY UNDERSTANDS THAT THE FEES PAID TO AMERICAN ADOPTIONS UNDER THIS AGREEMENT ARE NOT REFUNDABLE.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

_____ Adoptive Parent	_____ Adoptive Parent	_____ Date
_____ American Adoptions Staff Member	_____ Title	_____ Date

**PHASE I – STEP 2
BACKGROUND CLEARANCE INFORMATION**

The following **Florida Agreements** (required for FBI and State Criminal clearances), **Child Abuse**, and **Local** reports are required for all persons residing in the home (12 years of age or older). Please note these background checks must be less than 6 months old at the time of home study completion.

Local Police or Sheriff's Report

The local background check is conducted by either your local police or sheriff's department depending on your city and county of residence. Please request a local criminal background check and present proper identification. This is a separate process from your fingerprints and indicates your criminal history record at the local level.

Please submit the local clearance results to American Adoptions of Florida.

Child Abuse History Record Request for Private Adoption

Please complete all pages of the Child Abuse History Record Request form (included) for each household member (12 years of age or older) and include copies of driver's licenses.

Please complete and submit the forms and copies of driver's license to American Adoptions of Florida. Our agency will submit the Child Abuse History Record request on your behalf.

FL VECHS Waiver and Applicant Notification form

Please complete and sign in ink the *VECHS Waiver Agreement & Statement Form* (included) and the *Applicant Notification & Acknowledgement Form* (included) for each household member (12 years of age or older) and return to American Adoptions of Florida. These agreements give American Adoptions permission to view your FBI and FL State Criminal clearances.

Directions for completing the FBI and State Criminal clearances will be provided via email after receipt of the completed Phase I home study packet.

Please submit each of these items to American Adoptions of Florida.

American Adoptions of Florida
Attn: Home Study Coordinator
7500 West 110th St
Suite 500
Overland Park, KS 66210
homestudy@americanadoptions.com



Child Abuse History Record Request for Private Adoption

NOTE: This form must be submitted by the agency identified at the bottom of this page. The applicant may NOT SUBMIT THIS FORM DIRECTLY to the Department of Children & Families.

LIST ALL minor household members on this form.
Do not include ANY adult household members or foster care children.

TO BE COMPLETED BY APPLICANT

Applicant Name _____
(Please Print Clearly – Last Name, First, Middle)

Applicant: SSN: _____ DOB: _____ Race: _____ Sex: _____ Prior Name(s): _____

Current Florida Address: _____

Previous Address: _____ *(Include city, state, and Zip Code)* _____ *Dates at Address*

_____ *(Include city, state, and Zip Code)* _____ *Dates at Address*

By signing this form, I, as an applicant for adoption, authorize a search for reports of abuse, neglect or abandonment investigated in which my name appears and there were "verified findings" of maltreatment of a child(ren) and I am listed as the "Caregiver Responsible". I further understand that the central abuse hotline search is only one part of the preliminary report to the court for adoption. I understand I will be given the opportunity to discuss the findings of the report(s). This consent is valid solely for the requesting agency/facility listed below on this form. (Chapter 39, F.S.)

Signature of Applicant _____ Date _____

ALL ADULT (18 & UP) HOUSEHOLD MEMBERS MUST SUBMIT A SEPARATE REQUEST FORM
PLEASE LIST INFORMATION FOR ALL **MINOR (17 & UNDER) HOUSEHOLD MEMBERS EXCEPT FOSTER CHILDREN.**

<u>Last Name</u>	<u>First Name</u>	<u>Middle Initial</u>	<u>DOB</u>	<u>Race</u>	<u>Sex</u>	<u>SSN</u>
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Please use another request form for additional household members

TO BE COMPLETED BY REQUESTING AGENCY

Reason for Record Search:

Private Attorney Child-Placing Agency LCSW/LMC

FACCCA (Florida Association of Children Child Caring Agencies) Other _____

Facility/Agency Name: American Adoptions of Florida, Inc Phone: 1-800-236-7846

Address: 3001 North Rocky Point Drive East Suite 200, Tampa, FL 33607
Mailing Address City Zip Code

OCA and/or Facility ID: 293829 Email: homestudy@americanadoptions.com

I understand it is a misdemeanor of the first degree for any agency to use or release abuse, neglect or abandonment information to others. The information is **CONFIDENTIAL** and may be used only for the purpose for which it was obtained.

Printed Name and Signature of Requesting Facility/Agency Representative _____ Date _____

Please return to DCF via email:
Attention: Private Adoptions
email: hqw.bgs.adoptions@myflfamilies.com



Child Abuse History Record Request for Private Adoption

NOTE: This form must be submitted by the agency identified at the bottom of this page. The applicant may NOT SUBMIT THIS FORM DIRECTLY to the Department of Children & Families.

LIST ALL minor household members on this form.
Do not include ANY adult household members or foster care children.

TO BE COMPLETED BY APPLICANT

Applicant Name _____
(Please Print Clearly – Last Name, First, Middle)

Applicant: SSN: _____ DOB: _____ Race: _____ Sex: _____ Prior Name(s): _____

Current Florida Address: _____

Previous Address: _____ *(Include city, state, and Zip Code)* _____ *Dates at Address*

_____ *(Include city, state, and Zip Code)* _____ *Dates at Address*

By signing this form, I, as an applicant for adoption, authorize a search for reports of abuse, neglect or abandonment investigated in which my name appears and there were "verified findings" of maltreatment of a child(ren) and I am listed as the "Caregiver Responsible". I further understand that the central abuse hotline search is only one part of the preliminary report to the court for adoption. I understand I will be given the opportunity to discuss the findings of the report(s). This consent is valid solely for the requesting agency/facility listed below on this form. (Chapter 39, F.S.)

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_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Please use another request form for additional household members

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Attention: Private Adoptions
email: hqw.bgs.adoptions@myflfamilies.com

State of Florida

Department of Children and Families



**FLORIDA DEPARTMENT
OF CHILDREN AND FAMILIES**
MYFLFAMILIES.COM

Authorization for Release of Information

I (we), _____, hereby authorize and request The Department of Children and Families Services to release to:

**American Adoptions of Florida, Inc
3001 North Rocky Point Drive East
Suite 200
Tampa, FL 33607**

The results of a screening through the Florida Abuse Hotline Information System.

All information I hereby authorize to be obtained from the Department of children and Families will be held strictly confidential and cannot be further released by the recipient without my written consent.

I understand that this authorization will remain in effect for ninety (90) days unless I specify an earlier expiration date here: _____.

I understand that I may withdraw my consent any time.

Signature

Date

Signature

Date

9393 North Florida Ave, Tampa, Florida 33612-7236

Mission: Protect the Vulnerable, Promote Strong and Economically Self-Sufficient Families, and Advance Personal and Family Recovery and Resiliency.

VECHS APPLICANT
WAIVER AGREEMENT
AND STATEMENT

For Criminal History Record Checks

This form shall be completed and signed by every current or prospective employee and/or volunteer.

I hereby authorize (*enter Name of Qualified Entity*) American Adoptions of Florida to submit a set of my fingerprints and this form to the Florida Department of Law Enforcement (FDLE) for the purpose of accessing and reviewing Florida and national criminal history records that may pertain to me. I understand that I would be able to receive any national criminal history record that may pertain to me directly from the Federal Bureau of Investigation (FBI). Pursuant to Title 28, Code of Federal Regulations (CFR), Sections 16.30-16.34 and that I could then freely disclose any such information to whomever I chose. By signing this Waiver Agreement, it is my intent to authorize the dissemination of any national criminal history record that may pertain to me to the Qualified Entity with which I am or am seeking to be employed or to serve as a volunteer.

I understand that, my fingerprints may be retained at FDLE and the FBI for the purpose of providing any subsequent arrest notifications and that upon request you may provide me a copy of the criminal history record report, and that I am entitled to challenge the accuracy and completeness of any information contained in any such report. I am aware that procedures for obtaining a change, correction, or updating of the FDLE or FBI criminal history are set forth in F.S. 943.056 and Title 28, CFR, Section 16.34. I may obtain a prompt determination as to the validity of my challenge before you make a final decision about my status as an employee and/or volunteer.

A national criminal history record check has previously been requested by:

(Name and Address of Previous Qualified Entity)

(Year of Request)

I have OR have not been convicted of a crime.

If convicted, describe the crime(s) and the particulars of the conviction(s) in the space below:

I do OR do not authorize you to release my criminal history records, if any, to other qualified entities.

I am a current or prospective (check one): Employee Volunteer

Signature: _____ Date: _____

Printed Name: _____ Date of birth: _____

Address: _____

ORIGINAL- MUST BE RETAINED BY QUALIFIED ENTITY

VECHS APPLICANT
WAIVER AGREEMENT
AND STATEMENT

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I am a current or prospective (check one): Employee Volunteer

Signature: _____ Date: _____

Printed Name: _____ Date of birth: _____

Address: _____

ORIGINAL- MUST BE RETAINED BY QUALIFIED ENTITY



Florida Department of
Law Enforcement

J. Mark Glass
Commissioner

Criminal Justice Information Services
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 410-7100
www.fdle.state.fl.us

Ron DeSantis, *Governor*
Ashley Moody, *Attorney General*
Jimmy Patronis, *Chief Financial Officer*
Wilton Simpson, *Commissioner of Agriculture*

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

NOTICE FOR APPLICANTS SUBMITTING FINGERPRINTS FOR A CRIMINAL HISTORY RECORD CHECK

NOTICE OF:

- **RETENTION OF FINGERPRINTS,**
- **PRIVACY POLICY, AND**
- **RIGHT TO CHALLENGE AN INCORRECT CRIMINAL HISTORY RECORD**

This notice is to inform you when you submit a set of fingerprints to the Florida Department of Law Enforcement (FDLE) for the purpose of conducting a search for any Florida and national criminal history records that may pertain to you, the results of the search are returned to the authorized agency ORI indicated in the transaction. By submitting fingerprints, you are authorizing the dissemination of any state and national criminal history record that may pertain to you to the agency from which you are seeking approval to be employed, licensed, or have access to their facility. The fingerprints submitted are retained by FDLE and the Federal Bureau of Investigation (FBI), and FDLE will notify the agency of any subsequent arrests.

Your Social Security Account Number (SSAN) is needed to keep records accurate because other people may have the same name and birth date. Pursuant to the Federal Privacy Act of 1974 (5 U.S.C. § 552a), FDLE is responsible for informing you whether disclosure is mandatory or voluntary, by what statutory or other authority your SSAN is solicited, and what uses will be made of it. FDLE does not require a SSAN but it could cause a delay in processing your criminal record check.

Authorized agencies are allowed to release a copy of the state and national criminal record information to a person who requests a copy of his or her own record if the identification of the record was based on submission of the person's fingerprints. Therefore, if you wish to review your record, you may request a copy of your record from the screening agency. After you have reviewed the criminal history record, if you believe it is incomplete or inaccurate, you may conduct a personal review as provided in s. 943.056, F.S., and Rule 11C-8.001, F.A.C. by calling FDLE at (850) 410-7898. If you believe the national information is in error, you may contact the FBI at (304) 625-2000. You can receive any national criminal history record that may pertain to you directly from the FBI, pursuant to 28 CFR Sections 16.30-16.34. You have the right to a reasonable time to obtain a determination as to the validity of your challenge before a final decision is made about your status as an employee, volunteer, contractor, or subcontractor.

The FBI's Privacy Statement follows on a separate page and contains additional information.

PRIVACY ACT STATEMENT

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Social Security Account Number (SSAN). Your SSAN is needed to keep records accurate because other people may have the same name and birth date. Pursuant to the Federal Privacy Act of 1974 (5 USC 552a), the requesting agency is responsible for informing you whether disclosure is mandatory or voluntary, by what statutory or other authority your SSAN is solicited, and what uses will be made of it. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based record checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

Additional Information: The requesting agency and/or the agency conducting the application-investigation will provide you additional information pertinent to the specific circumstances of this application, which may include identification of other authorities, purposes, uses, and consequences of not providing requested information. In addition, any such agency in the Federal Executive Branch has also published notice in the Federal Register describing any systems(s) of records in which that agency may also maintain your records, including the authorities, purposes, and routine uses for the system(s).



APPLICANT NOTIFICATION AND ACKNOWLEDGEMENT

This form shall be completed and signed by every applicant for background screening purposes.

I hereby authorize the Florida Department of Law Enforcement (FDLE) to process a set of my fingerprints for the purpose of accessing and reviewing Florida and national criminal history records that may pertain to me to determine eligibility for employment.

I understand the following:

- My fingerprints may be retained at FDLE and the Federal Bureau of Investigation (FBI) for the purpose of providing notice of any subsequent arrests.
- FDLE will use local, state, and national law enforcement databases to conduct the criminal justice employment check.
- Upon request, FDLE may provide a copy of my criminal history record to me.
- A copy of any national criminal history record that may pertain to me can be obtained directly from the FBI.
- I am entitled to challenge the accuracy and completeness of any information contained in any such criminal history record pursuant to F.S. 943.056 and Title 28, CFR, Section 16.30-34.
- I may obtain a prompt determination as to the validity of my challenge before a final decision is made regarding my status as an employee, volunteer, contractor, or subcontractor if it is the sole factor precluding my employment or unescorted access to the secure facility.

Signature: _____ Date: _____

Printed Name: _____ Date of Birth: _____



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