



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. 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

Domestic Home Study: \$1,300

Due with submission of Phase I

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 location of 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

HOME STUDY APPLICATION

Names: _____ Maiden: _____

Home address: _____

County: _____ Home phone: _____

Email address(s): _____

Please list the name, address, phone number, contact name and email address of the agency or attorney you have joined or are joining for placement services:

Do you have an identified child or potential birth mother?	Yes	No

How did you hear about American Adoptions? _____

Adoption Information

What race or race combination of races are you considering? Please check all that apply:

☐ Caucasian ☐ Asian ☐ African American ☐ Hispanic ☐ Native American ☐ Other

What special situations are you willing to consider? Please check all that apply:

☐ Twins ☐ Premature ☐ Special needs (mild, correctable) ☐ Sibling group

Residential History

Please list your residences for the past 10 years, including the best estimated dates and addresses for each adult person in the home. For the Adam Walsh Act, we will collect child abuse clearances in the states you have lived in for the past 5 years.

[illegible]

	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**

THIS HOME STUDY AGREEMENT ("Agreement") is made by and between American Adoptions of Kansas, 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. Initial

___/___

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 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 Initial

___/___

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.

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

\$1,300

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 may 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**
____/____

A 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-****Initial****\$250**

____/____

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.**Initial**

____/____

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.

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

____/____

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. **Initial** ____/____

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. **Initial** ____/____

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. **Initial** ____/____

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** ____/____

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. **Initial** ____/____

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. **Initial** ____/____

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 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

<p style="text-align: center;">PHASE 1 – STEP 2 BACKGROUND CLEARANCE INFORMATION</p>
--

The following Federal, Child Abuse & Dependent Adult Abuse checks, and State Criminal reports are required for all persons residing in the home (14 years of age or older). Please note background checks must be less than 6 months old at the time of home study completion.

Federal (FBI) Fingerprints

Please follow the Fieldprint directions (included) to complete FBI fingerprints for all persons residing in the home (14 years of age or older). Make sure to provide a copy of your results to American Adoptions with your completed Phase 1 packet.

Iowa State Criminal (State Police)

Please complete the “State of Iowa Criminal History Record Check Request Form” (included) for all persons residing in the home (14 years of age or older) and return the form(s) to American Adoptions for processing. If the applicant has previous last names, a separate form will need to be completed for each previous last name.

There is a fee of \$15.00 per applicant and additional fees may apply per previous last name. American Adoptions will invoice you separately for payment after receipt of your Phase 1 packet.

(DO NOT MAIL TO THE IA ADDRESS ON THE CRIMINAL HISTORY RECORD CHECK FORM)

Iowa Child Abuse & Adult Abuse checks

Please complete all highlighted sections of the “Authorization for Release of Child and Dependent Adult Abuse Information” (included) for all persons residing in the home (14 years of age or older) and return the form(s) to American Adoptions for processing. American Adoptions will review and submit the form(s) to Iowa on your behalf.

Please complete and return the following items to American Adoptions to initiate the home study process:

- Home Study Application
- Home Study Agreement
- FBI fingerprint results

- State of Iowa Criminal History Record Check Request Form(s)
- Authorization for Release of Child and Dependent Adult Abuse Information form(s)
- Home Study Payment

Please submit each of the above items together to American Adoptions:

American Adoptions

Attn: Home Study Department

7500 West 110th Street,

Suite 500

Overland Park, KS 66210

homestudy@americanadoptions.com

FEDERAL (FBI) FINGERPRINT DIRECTIONS

1. Visit the website: www.fieldprintfbi.com
2. Select "Schedule An Appointment"
3. Create a username and password. Save this information as you will need this to view your results later.
4. Enter the Fieldprint code: **FPAmericanAdoptions21**
5. Enter the requested applicant information:
 - **IMPORTANT:** Your social security number must be submitted or you will have to redo your fingerprints.
 - Request Details:
 - Reason for Request*: Adoption of a Child in the U.S.
 - Is this request for employment, licensing, or an apostille?: No
6. Schedule your appointment
7. Go to your appointment with an approved ID (see included approved ID list) and your confirmation. Once an appointment has been made, you may not change or cancel less than 24 hours before the time without incurring an extra charge.
8. You receive an emailed within a few days to log back into the Fieldprint website to view your results.
9. Log in to the website using your previous username and password.
10. Click on "View Results" and enter your assigned PIN number
11. Save your results for your records as they will not be accessible on the website after 30 minutes of viewing and select "Yes" to authorize American Adoptions to receive your results too.
12. Make sure to provide a copy of your results to American Adoptions with your completed Phase 1 packet.



Acceptable Forms of ID for Fieldprint Fingerprinting Appointments

Acceptable **Primary** IDs include:

State-Issued driver's license
State-Issued non-driver identity
U.S. Passport
Military Identification Card
Work Visa w/ Photo
Foreign Passport
DOD Common Access Card
Foreign Driver's License

Identificación **Primarios** Acceptables incluyen:

Licencia de conducir emitida por el estado
Identificación de no conductor emitida por el estado
Pasaporte EE.UU
Tarjeta de Identificación Militar
Visa de Trabajo con Foto
Pasaporte Extranjero
Tarjeta de Acceso Común de Departamento de Defensa
Licencia de conducir Extranjero

Acceptable **Secondary** IDs include:

Bank Statement/Paycheck Stub
Utility Bill
Credit Card/Debit Card
Marriage Certificate
Birth Certificate
School ID w/ Photograph
Vehicle Registration/Title
Voter Registration Card
Draft Record
Social Security Card
Transportation Worker ID Credential (TWIC Card)
Certificate of Citizenship
Certificate of Naturalization
Native American tribal document
Permanent Resident Card (I-551)

Identificación **Secundarios** Acceptables incluyen:

Extracto bancario/Talón de Pago
Factura de Servicios Públicos
Tarjeta de crédito/debito
Certificado de Matrimonio
Certificado de Nacimiento
Identificación Escolar con Foto
Registro de Vehículo/Título
Tarjeta de Registro de Votantes
Proyecto de Registro
Tarjeta de Seguro Social
Credencial de Identificación de los Trabajadores del Transporte (tarjeta TWIC)
Certificado de Ciudadanía
Certificado de Naturalización
Documento Tribal del Nativo Americano
Tarjeta de Residencia Permanente (I-551)



STATE OF IOWA

Criminal History Record Check Request Form



DCI Account Number: N/A
(if applicable)

Mail or Fax completed forms to:

Iowa Division of Criminal Investigation
Support Operations Bureau, 1st Floor
215 E. 7th Street
Des Moines, Iowa 50319
(515) 725-6066
(515) 725-6080 Fax

Send results to:

Name American Adoptions
Address 4620 E. 53rd St, Suite 200
Davenport, IA 52807
Phone 800-236-7846
Fax 800-768-7009

I am requesting an Iowa Criminal History Record Check on:

Last Name (mandatory)	First Name (mandatory)	Middle Name (recommended)
Date of Birth (mandatory)	Gender (mandatory)	Social Security Number (recommended)
 	<input type="checkbox"/> Male <input type="checkbox"/> Female	

Release Authorization: Without a signed release from the subject of the request, a complete criminal history record may not be releasable, per Code of Iowa, Chapter 692.2. For complete criminal history record information, as allowed by law, always obtain a signed release from the subject of the request.

This form (DCI-77) is the only approved release authorization form for this purpose.

Release Authorization: I hereby give permission for the above requesting official to conduct an Iowa criminal history record check with the Division of Criminal Investigation (DCI). Any criminal history data concerning me that is maintained by the DCI may be released as allowed by law. I understand this can include information concerning completed deferred judgments and arrests without dispositions.

Release Authorization Signature: _____

Iowa Criminal History Record Check Results

(DCI use only)

As of _____, a search of the provided name and date of birth revealed:

- ☐ No Iowa Criminal History Record found with DCI
- ☐ Iowa Criminal History Record attached, DCI # _____
- DCI initials _____



STATE OF IOWA

Criminal History Record Check Request Form



DCI Account Number: N/A
(if applicable)

Mail or Fax completed forms to:

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Support Operations Bureau, 1st Floor
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I am requesting an Iowa Criminal History Record Check on:

Last Name (mandatory)	First Name (mandatory)	Middle Name (recommended)
Date of Birth (mandatory)	Gender (mandatory)	Social Security Number (recommended)
 	<input type="checkbox"/> Male <input type="checkbox"/> Female	

Release Authorization: Without a signed release from the subject of the request, a complete criminal history record may not be releasable, per Code of Iowa, Chapter 692.2. For complete criminal history record information, as allowed by law, always obtain a signed release from the subject of the request.

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Release Authorization Signature: _____

Iowa Criminal History Record Check Results

(DCI use only)

As of _____, a search of the provided name and date of birth revealed:

- ☐ No Iowa Criminal History Record found with DCI
- ☐ Iowa Criminal History Record attached, DCI # _____
- DCI initials _____

Release Authorization Information:

Iowa law does **not** require a release authorization. However, without a signed release authorization from the subject of the request any arrest over 18 months old, **without** a final disposition, cannot be released to a non-law enforcement agency.

Deferred judgments where DCI has received notice of successful completion of probation also cannot be released to non-law enforcement agencies without a signed release authorization from the subject of the request.

If the “No Iowa Criminal History Record found with DCI” box is checked, it could mean that the information on file is not releasable per Iowa law without a signed release authorization.

General Information:

The information requested is based on **name** and **exact date of birth only**. Without fingerprints, a **positive** identification cannot be assured. If a person disputes the accuracy of information maintained by the Department, they may challenge the information by writing to the address on the front of this form or personally appearing at DCI headquarters during normal business hours.

The records maintained by the Iowa Department of Public Safety are based upon reports from other criminal justice agencies and therefore, the Department cannot guarantee the completeness of the information provided.

The criminal history record check is of the Iowa Central Repository (DCI) **only**. The DCI files do not include other states’ records, FBI records, or subjects convicted in federal court within Iowa.

In Iowa, a **deferred judgment** ***is not*** generally considered a conviction once the defendant has been discharged after successfully completing probation. However, it should be noted that a deferred judgment may still be considered as an offense when considering charges for certain specified multiple offense crimes, i.e. second offense OWI. If a disposition reflects that a deferred judgment was given, you may want to inquire of the individual his or her current status.

A **deferred sentence** ***is*** a conviction. The judge simply withholds implementing a sentence for a certain probationary period. If probation is successful, the sentence is not carried out.

Any questions in reference to Iowa criminal history records can be answered by writing to the address on the front of this form or calling (515) 725-6066 between 8:00 a.m. and 4:00 p.m., Monday - Friday.

REMINDER - (1) Send in a separate Request Form for each last name, (2) a fee is required for each last name submitted, (3) a completed Billing Form must be submitted with all request(s).

Iowa law requires employers to pay the fee for potential employees’ record checks.



Iowa Department of Human Services
**Authorization for Release of
Child and Dependent Adult Abuse Information**

This form must be used to authorize release of child or dependent adult abuse information when the person requesting the information does not have independent access to it under Iowa law. Complete a separate form for each person for whom information is requested and email to dhsabuseregistry@dhs.state.ia.us, or fax to (515) 564-4112, or mail to the Iowa Department of Human Services, Central Abuse Registry, P.O. Box 4826, Des Moines, IA 50305.

Please specify which abuse registry you are requesting by checking the appropriate box below:

☐ Child Abuse Registry ☐ Dependent Adult Abuse Registry ☒ Both

Please specify your preferred method of response by checking a box and completing the information in Section 1.

☐ Address ☐ Fax ☒ Email

Section 1: To be completed by the person or agency requesting the information.

Requester: Last Carpio	First Hannah	Agency Name American Adoptions	Telephone Number 800-236-7846
Address 4620 E. 53rd St, Suite 200			Fax Number 800-768-7009
City Davenport	State IA	Zip Code 52807	Email hannah.c@americanadoptions.com
List the name and address of the person whose information is being requested:			
Name (last, first, middle)		Birth Date	Social Security Number
Address	City	County	State Zip Code
List maiden name, previous married names, and any alias:			
What is the purpose of your request for child or dependent adult abuse information? purpose of becoming a prospective adoptive applicant			
I have read and understand the legal provisions for handling child and dependent adult abuse information which is printed on the second page of this form.			
Signature of Requestor			Date

Section 2: To be completed by the person authorizing the Department of Human Services to release their child or dependent adult abuse information.

I understand that my signature authorizes the requester to receive information to verify whether I am named on the Child Abuse or Dependent Adult Abuse Registry as having abused a child (Iowa Code section 235A.15) or dependent adult (Iowa Code section 235B.6). To the best of my knowledge, the information contained in Section 1 of this form is correct.	
Signature of Person Authorizing	Date

Section 3: To be completed by the Central Abuse Registry or designee.

<input type="checkbox"/> The person whose information is being requested is listed on the Child Abuse Registry as having abused a child.	
<input type="checkbox"/> The person whose information is being requested is not listed on the Child Abuse Registry as having abused a child.	
<input type="checkbox"/> The person whose information is being requested is listed on the Dependent Adult Abuse Registry as having abused a dependent adult.	
<input type="checkbox"/> The person whose information is being requested is not listed on the Dependent Adult Abuse Registry as having abused a dependent adult.	
<input type="checkbox"/> This request for information is denied because the form is incomplete.	
Signature of Registry Staff or Designee	Date
Comments	



Iowa Department of Human Services
**Authorization for Release of
Child and Dependent Adult Abuse Information**

This form must be used to authorize release of child or dependent adult abuse information when the person requesting the information does not have independent access to it under Iowa law. Complete a separate form for each person for whom information is requested and email to dhsabuseregistry@dhs.state.ia.us, or fax to (515) 564-4112, or mail to the Iowa Department of Human Services, Central Abuse Registry, P.O. Box 4826, Des Moines, IA 50305.

Please specify which abuse registry you are requesting by checking the appropriate box below:

☐ Child Abuse Registry ☐ Dependent Adult Abuse Registry ☒ Both

Please specify your preferred method of response by checking a box and completing the information in Section 1.

☐ Address ☐ Fax ☒ Email

Section 1: To be completed by the person or agency requesting the information.

Requester: Last Carpio	First Hannah	Agency Name American Adoptions	Telephone Number 800-236-7846
Address 4620 E. 53rd St, Suite 200			Fax Number 800-768-7009
City Davenport	State IA	Zip Code 52807	Email hannah.c@americanadoptions.com
List the name and address of the person whose information is being requested:			
Name (last, first, middle)		Birth Date	Social Security Number
Address	City	County	State Zip Code
List maiden name, previous married names, and any alias:			
What is the purpose of your request for child or dependent adult abuse information? purpose of becoming a prospective adoptive applicant			
I have read and understand the legal provisions for handling child and dependent adult abuse information which is printed on the second page of this form.			
Signature of Requestor			Date

Section 2: To be completed by the person authorizing the Department of Human Services to release their child or dependent adult abuse information.

I understand that my signature authorizes the requester to receive information to verify whether I am named on the Child Abuse or Dependent Adult Abuse Registry as having abused a child (Iowa Code section 235A.15) or dependent adult (Iowa Code section 235B.6). To the best of my knowledge, the information contained in Section 1 of this form is correct.	
Signature of Person Authorizing	Date

Section 3: To be completed by the Central Abuse Registry or designee.

<input type="checkbox"/> The person whose information is being requested is listed on the Child Abuse Registry as having abused a child.	
<input type="checkbox"/> The person whose information is being requested is not listed on the Child Abuse Registry as having abused a child.	
<input type="checkbox"/> The person whose information is being requested is listed on the Dependent Adult Abuse Registry as having abused a dependent adult.	
<input type="checkbox"/> The person whose information is being requested is not listed on the Dependent Adult Abuse Registry as having abused a dependent adult.	
<input type="checkbox"/> This request for information is denied because the form is incomplete.	
Signature of Registry Staff or Designee	Date
Comments	

Legal Provisions For Handling Child and Dependent Adult Abuse Information

Redissemination of Child and Dependent Adult Abuse Information (Iowa Code sections 235A.17 and 235B.8)

A person, agency, or other recipient of child or dependent adult abuse information shall not re-disseminate (release) this information, except that re-dissemination is permitted when **ALL** of the following conditions apply:

- ◆ The re-dissemination is for official purposes in connection with prescribed duties or, in the case of a health practitioner, pursuant to professional responsibilities.
- ◆ The person to whom such information would be re-disseminated would have independent access to the same information under Iowa Code sections 235A.15 or 235B.6.
- ◆ A written record is made of the re-dissemination, including the name of the recipient and the date and purpose of the re-dissemination.
- ◆ The written record is forwarded to the Central Abuse Registry within 30 days of the re-dissemination.

Criminal Penalties (Iowa Code sections 235A.21 and 235B.12)

A person is guilty of a criminal offense when the person:

- ◆ Willfully requests, obtains, or seeks to obtain child or dependent adult abuse information under false pretenses, or
- ◆ Willfully communicates or seeks to communicate child or dependent adult abuse information to any agency or person except in accordance with Iowa Code sections 235A.15, 235A.17, 235B.6, and 235B.8, or
- ◆ Is connected with any research authorized pursuant to Iowa Code sections 235A.15 and 235B.6 and willfully falsifies child or dependent adult abuse information or any records relating to child or dependent adult abuse.

Upon conviction for each offense, the person is guilty of a serious misdemeanor punishable by a fine or imprisonment.

Any person who knowingly, but without criminal purposes, communicates or seeks to communicate child or dependent adult abuse information except in accordance with Iowa Code sections 235A.15, 235A.17, 235B.6, and 235B.8 is guilty of a simple misdemeanor punishable, upon conviction for each offense, by a fine or imprisonment.

Any reasonable grounds for belief that a person has violated any provision of Iowa Code Chapters 235A or 235B shall be grounds for the immediate withdrawal of any authorized access that person might otherwise have to child or dependent adult abuse information.