

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 90 days in California. 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: \$2,500

ICPC Processing: \$1,000

Due with submission of Phase I

Due once Phase I is processed; upon receipt of invoice

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. You will be invoiced for travel costs once the location of the worker is determined.

□ **Corporate Office**

1120 Tully Road
Modesto, CA 95350
209-524-8844
Fax: 209-578-9823
FFA #500318115

□

9700 Business Park Dr #402
Sacramento, CA 95827
916-568-5966
Fax: 916-362-6005
FFA #347006064

□

7257 N. Maple Ave. #101
Fresno, CA 93720
559-325-9388
Fax: 559-325-9373
FFA #107201347

□

2815 Jefferson St. #301
Carlsbad, CA 92008
760-730-9576
Fax: 760-730-9288
FFA #374603919

□

1540 Marsh Street #130
San Luis Obispo, CA 93401
805-542-9084
Fax: 805-542-9285
FFA #407806709

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

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Fax: 805-542-9285
FFA #407806709

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 OF CALIFORNIA**

THIS HOME STUDY AGREEMENT ("Agreement") is made by and between American Adoptions of California, Inc. d/b/a American Adoptions, a/k/a Family Connections Christian 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, **Initial** ____/____

including but not limited to any change to the following: criminal or child 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.

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____/____

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
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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 8-12 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 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

Initial
____/____

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** ____/____

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 **Initial** ____/____

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.

11. Mandatory Reporter Obligations Impact on Confidentiality. Initial

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. ____/____

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 \$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 \$2,500

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 **\$950*** **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 \$750.

C. Extensive Home Study Update **\$1,200*** **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 \$1000.

D. Addendum**Initial**
____/____**Home Visit** **\$350*****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 \$300 for a home visit and \$150 for a telephonic/video conference.

E. Post-Placement Report**Initial**
____/____**Home Visit** **\$450*****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 \$400 per home visit or \$150 for phone visit.

F. Extensive Home Study Update/Post-Placement Combo	\$1,400*	Initial ____/____
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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 \$1,200.

G. Court Visit and/or Court Report	\$350*	Initial ____/____
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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 ____/____
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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. ICPC Processing	\$1,000	Initial
		<u> </u> / <u> </u>

American Adoptions will process ICPC for every Adoptive Family adopting in a state other than California. This fee will be collected at the time of the initial home study report. Should ICPC not be applicable, this amount will be credited to other fees in the fee schedule.

J. 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 's 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 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.

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 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, **Initial** ____/____

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.

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

INFORMATION FOR ALL APPLICANTS

This notice contains information about the adoption services offered by American Adoptions of California, dba Family Connections Christian Adoptions (“the agency”) to you. More detailed information is available on our website.

CHARACTERISTICS OF CHILDREN AVAILABLE FOR DOMESTIC INFANT

ADOPTION The chart below provides some basic information about domestic infant adoption through AA; please talk with one of our staff members for more detailed information.

Factors	Characteristics
Age	Typically newborns, and almost always under 12 mos.
Physical health	Variable, but typically in basic good health.
Mental/psychological health	Unknown at time of placement due to infancy.
In utero substance exposure	Very common
Sibling groups	Uncommon
Special needs	Uncommon, but needs may present until birth, or later.
Legal status at placement	Variable by state.
Post-adoption contact	Post-adoption contact with birth family is the norm in most cases. Legal enforceability of these agreements varies based on the state where the adoption is finalized.

RESOLUTION OF DISPUTES AND GRIEVANCE HEARING RIGHTS

Should Family disagree with any decision by made by AACCA, Family may request a Grievance Review Hearing. A written hearing request must be received in AACCA's Modesto office no later than thirty days after the disputed decision, and must state the reason for disagreement. AACCA will schedule a hearing within ten working days after the request is received. The Executive Director will issue a final decision and send a copy to State Licensing.

ADOPTION COST AND PROCESS. You may request a copy of our fee schedule at any time before or after starting the adoption process. The specific fees estimated to apply to your case will be detailed in the fee agreement that you will sign before starting the adoption assessment (home study) process. You must complete the home study process before accepting placement of any child. This process is described in more detail on our website. We will provide you with a copy of the home study approval or denial in writing, via email. The length of time to complete an adoption from start to finish varies greatly, depending on circumstances of your adoption. We will provide you with more detailed information and time estimates(which are not guarantees)once we know more about your adoption plan. During the home study process, we will provide you with information, training, and resources related to your specific adoption plan, which may include:

- (A) The Adoption Assistance Program, including nonrecurring expenses incurred in the adoption of the Adoption Assistance Program eligible child.
- (B) Local Mental Health Care Plan (Medi-Cal Mental Health or Mental Health Managed Care).
- (C) Medicaid (Title XIX) for medical and dental services and the Early Periodic Screening Diagnostic and Treatment Program (EPSDT).
- (D) California Regional Center Services.
- (E) Individual Education Program (IEP) and Special Education services available via local school district.
- (F) Additional resources, depending on availability, may include, but are not limited to, the following:
 1. California Victim Compensation Board;

2. SSI payments;
3. Death Benefits (e.g., Social Security Survivor Benefits); or
4. Community based services.

ADOPTION SUBSIDY INFORMATION. Of particular interest to many families is the Adoption Assistance Program (AAP), a monthly cash subsidy that includes Medi-Cal benefits. This program is primarily available to remove or reduce economic barriers preventing families from adopting children who otherwise would remain in long-term foster care. With very few exceptions, AAP is not typically available for children adopted through the domestic infant program, and it is never available for children adopted internationally. Although the subsidy is available for children being adopted from foster care, it is not the same thin as foster care monies. There are significant differences between adoption assistance and foster care payments, as shown in the following chart:

Foster Care Monies	Adoption Assistance
Payments are based on a child's age and, in some cases, disability or other need for specialized care or supervision.	Negotiated payment is based on child's needs and family's circumstances. The maximum payment for which the child is eligible is the foster care maintenance payment that would have been paid based on the age-related state approved foster family home care rate and any applicable state-approved specialized care increment the child would have received if not adopted.
Family resources and circumstances are not considered in determining payment amount.	Circumstances of the family are considered in determining the payment amount, but there is no means testing, and no income limit.
Child is eligible for MediCal, but any existing health insurance coverage on the child must be used first.	Child is eligible for MediCal until age 18 (or age 21 in some cases of special needs), but any existing health insurance coverage on the child must be used first.
Required group home or residential treatment is available as long as necessary. Foster parents have no right to continue to participate in the child's life, and have no right to have the child placed back in their home once treatment is no longer necessary.	Required group home or residential treatment would be funded by AAP up to 18 months to address a specific episode or condition justifying that placement. The adoptive family must actively participate in a plan to reunify the child with the adoptive family.

The undersigned acknowledges the opportunity to ask additional questions and receive additional information from the agency before proceeding with the application and home study process.

Applicant 1 Signature

Date

Applicant 2 Signature

Date

OUT-OF-STATE DISCLOSURE & CRIMINAL RECORD STATEMENT

Foster Family Homes, Certified Family Homes, Resource Families, Tribally Approved Homes

*Complete all pages and sign on page 2.***I. INSTRUCTIONS**

State law requires that a person associated to a licensed foster family home, certified family home or a resource family home be fingerprinted and sign a declaration under penalty of perjury regarding any prior criminal conviction other than an infraction. A conviction means a plea or verdict of guilty or a conviction following a plea of nolo contendere (no contest). The fingerprints will be used to obtain a copy of the individuals criminal history from the Department of Justice.

You must disclose convictions, including reckless and drunk driving convictions, even if:

- They happened a long time ago;
- They were only a misdemeanor;
- You didn't have to go to court (your attorney went for you);
- You had no jail time, or the sentence was only a fine or probation;
- You received a certificate of rehabilitation; or
- The convictions were later expunged, dismissed, set aside, or the sentence was suspended.

You need not disclose any marijuana-related offenses covered by the marijuana reform legislation codified at Health and Safety Code sections 11361.5 and 11361.7, any infractions, or any convictions for which relief has been granted pursuant to Penal Code section 1203.49.

II. CRIMINAL RECORD STATEMENT

A. Have you ever been convicted of a crime, not including an infraction, in California? ☐ YES ☐ NO

B. Have you ever been convicted of a crime, not including an infraction, in another state, federal court, military, or a jurisdiction outside of the U.S.? (Criminal convictions from another state or federal court are considered as if they occurred in California) ☐ YES ☐ NO

C. For Foster Family and Certified Family Homes & Resource Families only:
Have you ever been arrested for a crime against a child (including child pornography) **or spousal/cohabitant abuse** (including domestic violence, battery, or willful infliction of corporal injury)? ☐ YES ☐ NO

D. For all questions above, please provide details regarding the type of offense(s), location(s), and date(s) in which each crime occurred.

1. What was the offense?

2. In which state and city did you commit the offense?

3. When did this happen?

Senate Bill 354 (Chapter 687, Statutes of 2021) Exemptions: Are you associated to a resource family home or an application for resource family approval (RFA) where the applicant or resource family is seeking or has placement of a child who is their relative? ☐ YES ☐ NO

If **YES**, please check the box that best describes the reason you are fingerprinting and provide the child(ren)s full legal name:

- ☐ I'm an Applicant
☐ I'm an adult resident in the applicant's home

If you are a resident in the home, please provide the applicant(s) full legal name:

- ☐ I'm regularly present in the RFA applicant's home or a resource family home.

III. OUT-OF-STATE DISCLOSURE

Have you lived in a state other than California within the last five years?

☐ YES ☐ NO

If **YES**, complete section below. (This question is **not** required for adults regularly present but **not** residing in the home.)

OUT OF STATE ADDRESSES IN THE PAST 5 YEARS

Date From	Date To	Street	City	State

IV. SUBSTANTIATED REPORTS OF CHILD ABUSE OR NEGLECT

Have you ever had a substantiated finding of child abuse or neglect made against you in this state or any state? (For adults regularly present but not residing in the home, please disclose **only** substantiated reports that occurred in California.)

☐ YES (Complete section below)

☐ NO, I have not had a substantiated finding against me in any child abuse or neglect report.

Date	City	State	County	Circumstances (Attach separate page if necessary)

NOTE: IF THE CRIMINAL BACKGROUND CHECK REVEALS ANY CONVICTION(S) THAT YOU DID NOT DISCLOSE ON THIS FORM, YOUR FAILURE TO DISCLOSE THE CONVICTION(S) MAY RESULT IN AN EXEMPTION DENIAL, APPLICATION DENIAL, LICENSE REVOCATION, DECERTIFICATION, RESCISSION OF APPROVAL, OR EXCLUSION FROM A LICENSED FACILITY, CERTIFIED FAMILY HOME, OR THE HOME OF A RESOURCE FAMILY, OR TRIBALLY APPROVED HOME.

Licensed Facility, Certified Family Home, or Resource Family Name: American Adoptions of California		Facility Number: 500318113
Your Name (Print Clearly):		
Your Address (Street, City, State, Zip):		
Social Security Number: (See Privacy Statement on Page 3)	Driver's License Number/State:	Date of Birth:

V. DECLARATION

I declare under penalty of perjury under the laws of the State of California that the above information is true and correct to the best of my knowledge.

Signature: _____ Date: _____

If you have any questions about this form, please contact your local licensing regional office or approval agency.

INSTRUCTIONS TO LICENSEES ONLY:

If the person discloses a criminal conviction, review the person's statement and discuss it with your Licensing Program Analyst (LPA). Maintain this form in your facility personnel file and send a copy to your LPA.

INSTRUCTIONS TO REGIONAL OFFICES AND FOSTER FAMILY AGENCIES:

If the person discloses that they have lived in another state within the last five (5) years, send this form to the Care Provider Management Bureau, 744 P Street, MS T9-15-62, Sacramento, CA 95814.

PRIVACY NOTICE

As Required by Civil Code § 1798.17

Collection and Use of Personal Information: The California Justice Information Services (CJIS) Division in the Department of Justice (DOJ) and the Care Provider Management Branch (CPMB) in the California Department of Social Services (CDSS) collects the information requested on this form as authorized by Penal Code sections 11100-11112; Health and Safety Code sections 1522, 1522.1, 1569.10-1569.24, 1596.80-1596.879; Family Code sections 8700-8720; Welfare and Institutions Code sections 16500-16523.1; and other state statutes and regulations. The CJIS Division uses this information to process requests of authorized entities that want to obtain information as to the existence and content of a record of state or federal convictions to help determine suitability for employment, or volunteer work with children, elderly, or disabled, or for adoption or purposes of a license, certification, or permit. In addition, any personal information collected by state agencies is subject to the limitations in the Information Practices Act and state policy. The DOJ's general privacy policy is available at <http://oag.ca.gov/privacy-policy>.

Providing Personal Information: All the personal information requested in the form must be provided. Failure to provide all the necessary information will result in delays and/or the rejection of your request. Notice is given for the request of the Social Security Number (SSN) on this form. The California Department of Justice uses a person's SSN as an identifying number. The requested SSN is voluntary. Failure to provide the SSN may delay the processing of this form and the criminal record check.

Access to Your Information: You may review the records maintained by the CJIS Division in the DOJ that contain your personal information, as permitted by the Information Practices Act. See below for contact information.

Possible Disclosure of Personal Information: In order to be licensed, work at, or be present at, a licensed facility/organization, or be placed on a registry administered by the Department, the law requires that you complete a criminal background check. (Health and Safety Code sections 1522, 1568.09, 1569.17 and 1596.871). The Department will create a file concerning your criminal background check that will contain certain documents, including personal information that you provide. You have the right to access certain records containing your personal information maintained by the Department (Civil Code section 1798 et seq.).

IMPORTANT INFORMATION

Under the California Public Records Act (Government Code section 7920.000 et seq.), the Department may have to provide copies of some of the records in the file to members of the public who ask for them, including newspaper and television reporters (news media).

In addition, the Department is required to tell people who ask, including the news media, if someone in a licensed facility/ organization has a criminal record exemption. The Department must also tell people who ask the name of a licensed facility/organization that has a licensee, employee, resident, or other person with a criminal record exemption. This does not apply to Resource Family Homes, Small Family Child Care Homes, or the Home Care Aide Registry. The Department shall not release any information regarding Home Care Aides in response to a Public Records Act request, other than their Home Care Aide number.

The information you provide may also be disclosed in the following circumstances:

- To other persons or agencies where disclosure is necessary for them to perform their legal duties, and their use of your information is compatible and complies with the law, such as for investigations or for licensing, certification, or regulatory purposes.
- To another government agency as required by state or federal law.

QUESTIONS ABOUT NOTICE AND RECORD INFORMATION

For questions about this notice, CDSS programs, and the authorized use of your criminal history information, please contact your local licensing regional office. Regional offices can be found by visiting the Community Care Licensing Division (<https://cdss.ca.gov/inforesources/community-care-licensing>) and choosing the appropriate option under Quick Links - Regional Contacts.

For further questions about this notice or your criminal records, you may contact the Associate Governmental Program Analyst at the DOJ's Keeper of Records at (916) 210-3310, by email at keeperofrecords@doj.ca.gov, or by mail at:

Department of Justice
Bureau of Criminal Information & Analysis Keeper of Records
P.O. Box 903417
Sacramento, CA 94203-4170

Applicant Notification and Record Challenge

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34. You can find additional information on the FBI website at:
<https://www.fbi.gov/services/cjis/identity-history-summary-checks>.

FEDERAL 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 regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background 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.

Noncriminal Justice Applicant's Privacy Rights: As an applicant who is the subject of a national fingerprint-based criminal history record check for a noncriminal justice purpose (such as an application for employment or a license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below.

- You must be provided written notification¹ that your fingerprints will be used to check the criminal history records of the FBI.
- You must be provided, and acknowledge receipt of, an adequate Privacy Act Statement when you submit your fingerprints and associated personal information. This Privacy Act Statement should explain the authority for collecting your information and how your information will be used, retained, and shared.²
- If you have a criminal history record, the officials making a determination of your suitability for the employment, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The officials must advise you that the procedures for obtaining a change, correction, or update of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on information in the criminal history record.³

You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.⁴

If agency policy permits, the officials may provide you with a copy of your FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at <https://www.fbi.gov/services/cjis/identity-history-summary-checks>.

If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.) You can find additional information on the FBI website at <https://www.fbi.gov/services/cjis/identity-history-summary-checks>.

¹ Written notification includes electronic notification but excludes oral notification.

² <https://www.fbi.gov/services/cjis/compact-council/privacy-act-statement>

³ See 28 CFR § 50.12(b)

⁴ See U.S.C. § 552a(b); 28 U.S.C. § 534(b); 34 U.S.C. § 40316 (formerly cited as 42 U.S.C. § 14616), Article IV(c)

Instructions for Live Scan Fingerprints

A list of Live Scan locations in your area can be located at the Department of Justice website:

<https://oag.ca.gov/fingerprints/locations>

This website will help you find a location and also provide more details. For each form that is completed, you will pay a “rolling fee” directly to the Live Scan facility to cover the cost of putting your prints into the system. Our agency will be billed directly for the cost of processing your prints and receiving the clearances. We suggest that you call the Live Scan location to verify the hours, the address, whether an appointment is needed, the cost per form, and the methods of payment accepted.

The adoption scan, **ORI#A0488**, is completed by all adoption applicants and any person that is eighteen years of age or older who lives in the adoptive household. This is a triplicate form that has been partially completed by American Adoptions of California. The applicant needs to complete the areas which request personal information: name, address, date of birth, social security number, hair color, weight, eye color, and California Driver’s license number. Do not fill out the lower area where it states “Employer,” which should be left blank.

Once you have been scanned, the Live Scan operator should complete the bottom of the forms, keep one copy and provide you two copies. Be sure that your copy of the form has been signed.

Please return this copy with your Phase 1 packet. This form includes a tracking number that will help our agency to obtain your clearances and resolve any problems that might occur during the clearance process.



REQUEST FOR LIVE SCAN SERVICE

Applicant Submission

A0488

ORI (Code assigned by DOJ)

Private Adoption 8908 FC

Authorized Applicant Type

Petition for Adoption

Type of License/Certification/Permit OR Working Title (Maximum 30 characters - if assigned by DOJ, use exact title assigned)

Contributing Agency Information:

Family Connections Christian Adoptions

Agency Authorized to Receive Criminal Record Information

03972

Mail Code (five-digit code assigned by DOJ)

1120 Tully Road

Street Address or P.O. Box

Janice Williams

Contact Name (mandatory for all school submissions)

Modesto

City

CA

State

95350

ZIP Code

(209) 524-8844

Contact Telephone Number

Applicant Information:

Last Name

First Name

Middle Initial

Suffix

Other Name

(AKA or Alias) Last

First

Suffix

Date of Birth

Sex

☐

Male

☐

Female

Driver's License Number

Height

Weight

Eye Color

Hair Color

Billing

Number 141327

(Agency Billing Number)

Misc.

Number

(Other Identification Number)

Place of Birth (State or Country)

Social Security Number

Home

Address Street Address or P.O. Box

City

State

ZIP Code

Your Number: 500318113

OCA Number (Agency Identifying Number)

Level of Service:

☒

DOJ

☒

FBI

If re-submission, list original ATI number:

(Must provide proof of rejection)

Original ATI Number

Employer (Additional response for agencies specified by statute):

XX
Employer Name

XX
Mail Code (five digit code assigned by DOJ)

XX
Street Address or P.O. Box

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
City

XXXXXXX
State

XXXXXXXXXXXX
ZIP Code

XXXXXXXXXXXX
Telephone Number (optional)

Live Scan Transaction Completed By:

Name of Operator

Date

Transmitting Agency

LSID

ATI Number

Amount Collected/Billed

Adoption Assistance Program Election Form

The State of California administers an adoption subsidy program entitled “Adoption Assistance Program” and commonly known as “AAP.” This program is intended to encourage families to adopt children who are either born with special medical needs or who may, in the future, present with special needs, and who have been at risk of entering the Foster Care system if an adoption had not taken place. The program consists of a monthly cash grant to the child, and MediCal eligibility for the child, both of which normally continue until the child reaches the age of eighteen years.

While this program was established to assist families that are adopting children from the foster care system, it is sometimes available in private agency adoptions, and even more rarely available in independent adoptions. According to state and federal regulations, eligibility criteria for children adopted through agency adoptions are:

If the adoption did not take place, the child would have been at imminent risk of becoming a court dependent and would have qualified for public assistance under federal regulations; and ***at least one*** of the following is also true:

1. The child is part of a sibling group being placed together.
2. The child is difficult to place due to race, ethnicity, color or language.
3. The child is at least three years of age.
4. The child has adverse parental background of a medical or behavioral nature, which can be determined to adversely affect the current or future development of the child. Examples may include parental substance abuse, CPS history, or mental illness.
5. The child currently has a medical, physical, emotional, developmental or mental disability, as certified by an appropriate medical professional.

AAP is not based on financial need of the adopting family. However, even if you do not currently need or want to receive it, AACA recommends that you apply for deferred AAP if the child actually qualifies. A deferred award means that no monthly payment will be made at the present, but eligibility is retained for future payments if issues arise later. For instance, if a group home placement is needed, AAP could cover the entire cost, which could be many thousands of dollars per month.

Unlike foster care adoptions, voluntary placement adoptions are not automatically entitled to AAP; the eligibility determinations in these cases are made on a case-by-case basis by the California county designated by law. AACA has no role in determining eligibility and cannot assist with anything other than preparing and submitting the initial application on behalf of California residents. Our fees for this service are set forth in our service agreements with you. **If the adoptive family lives outside of California, the adoptive family must apply within their home state according to that state’s subsidy laws and regulations, and AACA cannot assist with that.**

Subsidy payments begin only after the Adoption Assistance Agreement and Adoptive Placement Agreements have been signed with the responsible county prior to finalization of the adoption.

☐ Corporate Office

1120 Tully Road
Modesto, CA 95350
209-524-8844
Fax: 209-578-9823
FFA #500318115

☐

9700 Business Park Dr #402
Sacramento, CA 95827
916-568-5966
Fax: 916-362-6005
FFA #347006064

☐

7257 N. Maple Ave. #101
Fresno, CA 93720
559-325-9388
Fax: 559-325-9373
FFA #107201347

☐

2815 Jefferson St. #301
Carlsbad, CA 92008
760-730-9576
Fax: 760-730-9288
FFA #374603919

☐

1540 Marsh Street #130
San Luis Obispo, CA 93401
805-542-9084
Fax: 805-542-9285
FFA #407806709

All rights to the subsidy are forever waived if the adoption is finalized without a signed subsidy agreement between the adoptive family and the responsible county.

PLEASE INITIAL ONE OF THE FOLLOWING STATEMENTS AND SIGN BELOW:

_____ We are not California residents, and we understand that AACA cannot assist us in any way with applying for a subsidy. We understand that if we wish to apply for an adoption subsidy, we should consult with our adoption home study agency or private legal counsel in our state of residence for assistance with that application. We understand that if a subsidy agreement is not signed with the responsible public entity prior to finalization of the adoption, all rights to the subsidy will be permanently waived, with no right of appeal.

_____ We are California residents, and we decline assistance with completing an application, regardless if our child might qualify for AAP. We understand that if a subsidy agreement is not signed with the responsible county prior to finalization of the adoption, we will be waiving forever all rights to the subsidy, with no right of appeal.

_____ We are California residents, and we request that AACA assist us with completing the application forms and submitting the forms to the designated county. We agree to pay AACA's fees for this service as set forth in the fee agreements. We understand that AACA has no say in the subsidy determination and has no authority or ability to advocate for us once the application has been submitted. We agree to hire legal counsel at our own expense should we wish to dispute some or all of the county's AAP determination. We understand that if our child was born outside of California, it is highly unlikely that AACA will be able to obtain certain paperwork that will be needed for us to complete the application, but we choose to proceed anyway despite this risk. We understand that if a subsidy agreement is not signed with the designated county prior to finalization of the adoption, all rights to the subsidy will be permanently waived, with no right of appeal. We make this request based on our belief that our child may meet the California definition of a "special needs child" due to (*mark all that apply*):

- | | |
|---|--|
| <input type="checkbox"/> 3 years old or older | <input type="checkbox"/> member of a sibling group being placed together |
| <input type="checkbox"/> minority race | <input type="checkbox"/> parental or child cps history |
| <input type="checkbox"/> parental homelessness | <input type="checkbox"/> parental substance abuse |
| <input type="checkbox"/> parental mental health diagnoses, including (<i>specify</i>): _____ | |
| <input type="checkbox"/> child's medical, physical, emotional, developmental or mental disability, as certified by an appropriate medical professional, including (<i>specify</i>): _____ | |

Adoptive Parent 1 Signature

Date

Adoptive Parent 2 Signature

Date

☐ **Corporate Office**

1120 Tully Road
Modesto, CA 95350
209-524-8844
Fax: 209-578-9823
FFA #500318115

☐

9700 Business Park Dr #402
Sacramento, CA 95827
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Fax: 916-362-6005
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☐

7257 N. Maple Ave. #101
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ADOPTION ASSISTANCE PROGRAM STATEMENT OF ACKNOWLEDGMENT

Adoption Assistance Program

Federal subsidies were created by Congress (through Public Law 96-272-the Adoption Assistance and Child Welfare Act of 1980) to encourage the adoption of special needs children and remove the financial disincentives for families to adopt. Recognizing that adoptive parent(s) often experience financial difficulty meeting the special needs of children who formerly were placed in California's foster care system, the State Legislature created the Adoption Assistance Program (AAP). In creating the program, the Legislature intended to benefit children in foster care by providing the security and stability of a permanent home through adoption. Children may receive a federally funded subsidy under Title IV-E or a state-funded subsidy per state guidelines.

To apply for the AAP, prospective adoptive parent(s) must submit a completed Request for Adoption Assistance Program Benefit (AAP 1) form. The responsible public agency will determine the child's eligibility for participation in the program. If the child is deemed eligible, the responsible public agency will negotiate a signed adoption assistance agreement with the prospective adoptive parent(s), prior to the adoption finalization. The amount of financial assistance is a negotiated rate based on the child's needs and the circumstances of the family. An adopted child who receives AAP benefits from California may move anywhere in the world and still receive monthly subsidy payments until the age of 18 or in some cases until age 21.

Nonrecurring Adoption Expenses

Adoptive parents may be reimbursed for nonrecurring adoption expenses of up to \$400 per child pursuant to Welfare and Institutions Code (W&IC) Section 16120.1. To be eligible the adoptive child must meet the three part special needs determination and be a United States citizen or qualified alien pursuant to W&IC Section 16120 (a) through (c) and (I).

Notice of Federal and State Adoption Tax Benefits

Adoptive parents may qualify for a federal tax credit for the adoption of an eligible special needs child, under Section 23 of the Internal Revenue Code of 1986 (26 U.S.C. Sec. 23) and a state tax credit for an adoptive child who was in the custody of a California public child welfare agency, under Section 17052.25 of the Revenue and Taxation Code.

- To request federal tax credit information and Form 8839, contact the Internal Revenue Service at WWW.IRS.GOV or 1 (800) 829-1040.
- To request state tax credit information (Credit for Child Adoption Costs-Tax Credit Code 197), contact the California Franchise Tax Board at WWW.FTB.CA.GOV or call 1 (800) 852-5711.

My/Our signature(s) signify that I/we have read this Statement of Acknowledgment, discussed it with my/our Adoptions Social Worker, and understand the implications that it has for my/our adoption.

Prospective Adoptive Parent Signature:	Date:
Prospective Adoptive Parent Signature:	Date:
Adoptions Social Worker Signature:	Date: