



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

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

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

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

Thank You,
The Staff of American Adoptions

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 TEXAS**

THIS HOME STUDY AGREEMENT ("Agreement") is made by and between American Adoptions of Texas, LLC, formerly known as 9 Months Adoption Agency, 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, **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. **Initial** ____/____

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

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

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

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

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

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

Initial
____/____

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-
\$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.**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 as if it were made and wholly performed there without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. **Initial** ___/___

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

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

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

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

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

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

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

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

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

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

STEP 2

Fingerprint Instructions

Please follow these instructions to obtain clearance dates for Federal (FBI), State Criminal, and Child Abuse and Neglect.

As soon as you complete and return your Phase 1 Home Study packet along with payment to American Adoptions we will initiate the process for you to complete fingerprints. You will receive an email from American Adoptions of Texas to notify you that your background check requests have been submitted. Within 48 hours of that email, you will receive an email from the fingerprinting company with a link allowing you to schedule your fingerprint appointment. Please contact us if you do not receive the email link within 48 hours after being told that your background check requests were submitted. The following people must complete this process: each applicant of the home study and any other members living in the home 13 years of age or older.

Steps:

1. You will receive an email from American Adoptions Home Study Coordinator notifying you that each applicant as well as any other members in your household have had their background checks submitted.
2. You will receive an email link from the fingerprinting company which you will use to schedule your fingerprint appointment.
3. Each person must attend a fingerprint appointment and bring a photo ID. If you have a minor in your home who does not have a photo ID, the Texas coordinator will email you a waiver form to use
4. Results will be sent to American Adoptions after completion.

CRIMINAL HISTORY, ADAM WALSH, AND HAGUE CHECK FORM

Please **complete** all pages of this form and **sign** where appropriate. **YOU MUST SEND A COPY OF YOUR SOCIAL SECURITY CARD WITH THIS FORM IN ORDER FOR US TO START THE BACKGROUND CHECK PROCESS.** Use extra paper if needed for your previous addresses below.

Social Security Number	- -			
Driver's License Number		State		
Name as it Appears on Driver's License				
First Name				
Middle Name – NOT MAIDEN NAME				
Last Name				
Maiden Name (if applicable)				
Address 1				
Address 2				
City		State		Zip
County (not country)				
Telephone		Type		
Email Address				
Date of Birth (MM/DD/YYYY)				
List all other cities in Texas where there has been residency.				
Have you resided outside the state of Texas in the last five years? Yes <input type="checkbox"/> No <input type="checkbox"/>				
Ethnicity: Hispanic <input type="checkbox"/> Non-Hispanic <input type="checkbox"/> Unable to Determine <input type="checkbox"/>				
Race:	Caucasian <input type="checkbox"/> Asian <input type="checkbox"/> Black <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Native Hawaiian/Pacific Islander <input type="checkbox"/> Unable to Determine <input type="checkbox"/>			
Have you ever been fingerprinted for an FBI check for a child-placement/adoption agency before? Yes <input type="checkbox"/> No <input type="checkbox"/>				

ADAM WALSH AND CHILD SAFETY PROTECTION ACT**(For Domestic Adoptions Only)**

The Adam Walsh Act was signed into law in 2006. Its purpose is to provide additional safeguards for children that are cared for through the child welfare system and adoption. Each state is now required to perform child abuse/neglect and criminal background clearances in each state and country that the adoptive parent has lived in for the last 5 years, at minimum. This information will be listed in the text of the home study. Please list complete addresses for the last 10 years, including addresses if you lived abroad.

Address 1						Dates Resided: (Month and Year)	
Address 2						From	
City		State		Zip		To	

Address 1						Dates Resided: (Month and Year)	
Address 2						From	
City		State		Zip		To	

Address 1						Dates Resided: (Month and Year)	
Address 2						From	
City		State		Zip		To	

Address 1						Dates Resided: (Month and Year)	
Address 2						From	
City		State		Zip		To	

Address 1						Dates Resided: (Month and Year)	
Address 2						From	
City		State		Zip		To	

Address 1						Dates Resided: (Month and Year)	
Address 2						From	
City		State		Zip		To	

Address 1						Dates Resided: (Month and Year)	
Address 2						From	
City		State		Zip		To	

Address 1						Dates Resided: (Month and Year)	
Address 2						From	
City		State		Zip		To	

Address 1						Dates Resided: (Month and Year)	
Address 2						From	
City		State		Zip		To	

Address 1						Dates Resided: (Month and Year)	
Address 2						From	
City		State		Zip		To	

By signing this form, you are agreeing to submit your name for a criminal history, FBI background check, and child abuse and neglect screen check. Texas licensing standards require that this be done, and you should be aware that these checks will provide information dating back at least 20 years. Please immediately complete this form and return to us.

Signature:	
-------------------	--

CRIMINAL HISTORY, ADAM WALSH, AND HAGUE CHECK FORM

Please **complete** all pages of this form and **sign** where appropriate. **YOU MUST SEND A COPY OF YOUR SOCIAL SECURITY CARD WITH THIS FORM IN ORDER FOR US TO START THE BACKGROUND CHECK PROCESS.** Use extra paper if needed for your previous addresses below.

Social Security Number	- -			
Driver's License Number		State		
Name as it Appears on Driver's License				
First Name				
Middle Name – NOT MAIDEN NAME				
Last Name				
Maiden Name (if applicable)				
Address 1				
Address 2				
City		State		Zip
County (not country)				
Telephone		Type		
Email Address				
Date of Birth (MM/DD/YYYY)				
List all other cities in Texas where there has been residency.				
Have you resided outside the state of Texas in the last five years? Yes <input type="checkbox"/> No <input type="checkbox"/>				
Ethnicity: Hispanic <input type="checkbox"/> Non-Hispanic <input type="checkbox"/> Unable to Determine <input type="checkbox"/>				
Race:	Caucasian <input type="checkbox"/> Asian <input type="checkbox"/> Black <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Native Hawaiian/Pacific Islander <input type="checkbox"/> Unable to Determine <input type="checkbox"/>			
Have you ever been fingerprinted for an FBI check for a child-placement/adoption agency before? Yes <input type="checkbox"/> No <input type="checkbox"/>				

ADAM WALSH AND CHILD SAFETY PROTECTION ACT**(For Domestic Adoptions Only)**

The Adam Walsh Act was signed into law in 2006. Its purpose is to provide additional safeguards for children that are cared for through the child welfare system and adoption. Each state is now required to perform child abuse/neglect and criminal background clearances in each state and country that the adoptive parent has lived in for the last 5 years, at minimum. This information will be listed in the text of the home study. Please list complete addresses for the last 10 years, including addresses if you lived abroad.

Address 1					Dates Resided: (Month and Year)	
Address 2					From	
City		State		Zip		To

Address 1					Dates Resided: (Month and Year)	
Address 2					From	
City		State		Zip		To

Address 1					Dates Resided: (Month and Year)	
Address 2					From	
City		State		Zip		To

Address 1					Dates Resided: (Month and Year)	
Address 2					From	
City		State		Zip		To

Address 1					Dates Resided: (Month and Year)	
Address 2					From	
City		State		Zip		To

Address 1					Dates Resided: (Month and Year)	
Address 2					From	
City		State		Zip		To

Address 1					Dates Resided: (Month and Year)	
Address 2					From	
City		State		Zip		To

Address 1					Dates Resided: (Month and Year)	
Address 2					From	
City		State		Zip		To

Address 1					Dates Resided: (Month and Year)	
Address 2					From	
City		State		Zip		To

Address 1					Dates Resided: (Month and Year)	
Address 2					From	
City		State		Zip		To

By signing this form, you are agreeing to submit your name for a criminal history, FBI background check, and child abuse and neglect screen check. Texas licensing standards require that this be done, and you should be aware that these checks will provide information dating back at least 20 years. Please immediately complete this form and return to us.

Signature:	
------------	--