



Thank you for considering American Adoptions of Texas for your home study! We have successfully completed thousands of home studies and have helped many families in their journey to become parents. We look forward to the opportunity to help you through the home study process.

We will begin your Home Study as soon as you return the enclosed **Phase I Home Study packet and Payment**. Below is a breakdown of the fee for a Standard Home Study.

**Domestic Home Study: (30 – 60 days average completion time):** **\$ 1,200**

*\*Please see Home Study Agreement for additional fees that may apply to your Home Study.*

American Adoptions of Texas accepts payment via credit card, personal check, and money order.

Please note that travel costs associated with the completion of the home study and post placement visits are charged at \$25.00 per hour of travel and are paid by you directly to your home study worker. There are several social workers positioned throughout the state, therefore when we learn of your address, we are able to assign your home study to the closest available social worker in your area.

In order to complete the home study process in a timely manner, please follow all directions precisely. This will help you to avoid any unnecessary delays. Since the home study process is typically the most lengthy to complete, we have streamlined the process into two phases which are outlined below.

**Phase I** is contained within the following packet. First, please complete and return the included home study application, home study agreement, and payment. Furthermore, please review and complete the required background checks per the included instructions.

**Phase II** will begin upon receipt of your completed Phase 1 Home Study Packet and payment. Once received, we will assign you to a home study worker who should be in direct contact with you within two business days. During this phase, you will be provided with a second packet to begin the gathering of your supporting documents as well as meet with your social worker in your home.

If you have any questions, do not hesitate to contact us at 1-800-ADOPTION or email questions to [homestudy@americanadoptions.com](mailto:homestudy@americanadoptions.com).

Thank You,

***The Staff of American Adoptions of Texas***



	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:

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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. 110<sup>th</sup> Street  
Suite 500  
Overland Park, KS 66210  
Fax: 913-383-1615  
Email: [homestudy@americanadoptions.com](mailto: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.

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Adoptive Parent Signature

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Adoptive Parent Signature

**HOME STUDY AGREEMENT  
AMERICAN ADOPTIONS OF TEXAS**

THIS HOME STUDY AGREEMENT (“Agreement”) is made by and between 9 Months Adoption Agency, LLC d/b/a “American Adoptions of Texas” (hereinafter referred to as “American Adoptions of Texas”) and \_\_\_\_\_ (collectively referred to as “Adoptive Family” or “you”) on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**WITNESSETH:**

WHEREAS, American Adoptions of Texas 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 of Texas and Adoptive Family to have American Adoptions of Texas 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 of Texas 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 of Texas does not guarantee that this home study will result in Adoptive Family being recommended or approved for adoption. American Adoptions of Texas may decline approval of this home study for any reason. Adoptive Family understands that American Adoptions of Texas must comply with certain laws, regulations, and guidelines related to this home study. Adoptive Family agrees to hold harmless American Adoptions of Texas 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 of Texas 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 of Texas 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 of Texas oral or written instructions or requests related to this home study. **ADOPTIVE FAMILY HAS A DUTY TO IMMEDIATELY UPDATE AMERICAN ADOPTIONS OF TEXAS 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 Texas of any such

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changes, 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 of Texas 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 of Texas become the property of American Adoptions of Texas and American Adoptions of Texas may be required to retain these documents by applicable state laws or regulations.

**2. Fees.** Adoptive Family agrees to pay American Adoptions of Texas 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 of Texas. **ADOPTIVE FAMILY UNDERSTANDS THAT THE FEES PAID TO AMERICAN ADOPTIONS OF TEXAS UNDER THIS AGREEMENT ARE NOT REFUNDABLE.** In order to maintain its level and scope of services, American Adoptions of Texas reserves the right to change all fees before the related services are rendered. **Initial**  
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**3. Home Study Updates.** It is the responsibility of Adoptive Family to keep their home study updated annually (or more often 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, and financial information. American Adoptions of Texas is happy to assist you with keeping your home study updated, but it is your responsibility to keep American Adoptions of Texas 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**  
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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 of Texas 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 of Texas, 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 of Texas 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 of Texas 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 of Texas 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.

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**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 of Texas’ 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 of Texas 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 of Texas 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 of Texas 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.

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**7. Placement Notification.** Adoptive Family is required to satisfy all home study and post-placement requirements of the jurisdiction(s) in which the adoption occurs, as well as all requirements of the agency through which you will seek the placement (the “placement agency”). If Adoptive Family is receiving only home study services (either domestic or international) from American Adoptions of Texas and will not be using American Adoptions of Texas for placement services, **Adoptive Family is responsible for notifying American Adoptions of Texas in writing (via mail or e-mail) as soon as they receive the adopted child.** Adoptive Family understands that

**Initial**  
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compliance with this notification requirement is very important because it may help avoid complications related to your adoption. Adoptive Family agrees that if they fail to notify American Adoptions of Texas about their receipt of an adoptive child immediately upon receiving the adopted child, then American Adoptions of Texas will not be responsible for the timing of any post-placement visit, the completion of the home study, or any harm related to Adoptive Family's failure to notify American Adoptions of Texas about their receipt of the adopted child immediately upon receiving the adopted child. American Adoptions of Texas also requires a "20-day notice" before the first post-placement visit. This 20-day notice requirement means that, at least 20 days before the first post-placement visit, Adoptive Family must both: (1) notify American Adoptions of Texas about receipt of the adopted child, and (2) provide American Adoptions of Texas with all relevant placement information provided to Adoptive Family by the placement agency. If American Adoptions of Texas does not have the necessary placement information from the placement agency at least 20 days before the first post-placement visit, then Adoptive Family agrees to pay American Adoptions of Texas an expedited scheduling charge of \$200 for expenses resulting from the last-minute processing of this information. If Adoptive Family fails to comply with the 20-day notice requirement, American Adoptions of Texas will still attempt to schedule a post-placement visit with fewer than 20 days advance notice but cannot guarantee that a post-placement visit 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 of Texas. American Adoptions of Texas 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.** Should Adoptive Family relocate to another state before finalizing the adoption, Adoptive Family may need to have a new home study completed. If Adoptive Family relocates to a state in which American Adoptions of Texas is not licensed, Adoptive Family will need to contact a new agency or professional for the purpose of completing the home study. Should Adoptive Family relocate to a new home in the same state as their current residence at any time during the adoption process, Adoptive Family may be required to have a home study or home study update completed. The Adoptive Family must contact American Adoptions of Texas as soon as they learn that one of the situations addressed in this Section is likely to occur. **Initial** \_\_\_/\_\_\_

**10. Medical Coverage.** American Adoptions of Texas 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. Standard Home Study Fee Schedule.** The standard domestic home study package costs \$1,200 and includes the services typically needed to complete a domestic home study. Upon completion of the standard home study package, Adoptive Family will receive: **Initial** \_\_\_/\_\_\_

- 2 original copies of the home study
- 1 copy of the agency license

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.

**12. Additional Services and Fees.** American Adoptions of Texas 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** **\$300\*** **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 of Texas 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 of Texas or its Affiliates for placement services, the home study case management fee is waived.

**B. Home Study Update**

**\$600\***

**Initial**

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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 of Texas or its Affiliates for placement services, the home study update fee is discounted to \$400.

**C. Extensive Home Study Update**

**\$800\***

**Initial**

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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 of Texas or its Affiliates for placement services, the extensive home study update fee is discounted to \$600.

**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 of Texas 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** **\$250\***

A post-placement report may be required after a child has been placed in your home. 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 of Texas or its Affiliates for placement, the post placement reports are discounted to \$250 for a home visit and \$150 for a telephonic/video conference.

**F. Extensive Home Study Update/Post-Placement Combo** **\$850\*** **Initial**  
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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 of Texas or its Affiliates for placement, the extensive home study update/post-placement combo is discounted to \$650.

**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 of Texas or its Affiliates for placement, the court visit and/or court report is discounted to \$250.

**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 of Texas or its Affiliates for placement, the extra home visit is discounted to \$150.

**I. Miscellaneous**

**\$75-  
\$250**

**Initial**

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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 of Texas when the related services are rendered.

**13. Forfeiture of Fees and Returned Checks. AS PROVIDED IN PARAGRAPH 2 ABOVE, THE FEES PAID BY ADOPTIVE FAMILY TO AMERICAN ADOPTIONS OF TEXAS 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 of Texas. Adoptive Family understands and specifically agrees to this forfeiture and further agrees to hold American Adoptions of Texas harmless, to indemnify American Adoptions of Texas, and to pay American Adoptions of Texas reasonable attorney fees in the event that any person or entity sues American Adoptions of Texas for funds Adoptive Family paid and forfeited to American Adoptions of Texas under the terms of this Section. If a check is returned to American Adoptions of Texas because of insufficient funds, Adoptive Family will be charged a \$30 returned check fee.

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**14. Other Service Providers.** American Adoptions of Texas 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

**Initial**

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they will hold harmless and indemnify American Adoptions of Texas for any damages, costs or reasonable attorney fees American Adoptions of Texas incurs in connection with any legal proceeding Adoptive Family initiates against American Adoptions of Texas for any conduct of or services provided by another service provider.

**15. 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 of Texas’ 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** \_\_\_/\_\_\_

**16. Government Offices.** Adoptive Family understands that they are not allowed direct contact with any court office or ICPC office unless directed by American Adoptions of Texas, 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** \_\_\_/\_\_\_

**17. 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** \_\_\_/\_\_\_

**18. Medical Release.** Adoptive Family agrees that American Adoptions of Texas is not the placement agency and cannot guarantee the health of any child. Adoptive Family further agrees that American Adoptions of Texas 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 of Texas (or any representation of any employee, agent, or representative of American Adoptions of Texas) related to the health of any child. Adoptive Family hereby waives any and all claims and releases **Initial** \_\_\_/\_\_\_

American Adoptions of Texas 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.

**19. Record Retention.** Adoptive Family understands that the home study file will be kept indefinitely by American Adoptions of Texas 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 of Texas. 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** \_\_\_/\_\_\_

**20. 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** \_\_\_/\_\_\_

**21. Events That Give American Adoptions of Texas Discretion to Terminate This Agreement.** American Adoptions of Texas 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 of Texas completes its obligations under this Agreement;
- b. Adoptive Family refuses to timely provide American Adoptions of Texas with information necessary for home study;
- c. Adoptive Family provides any false or misleading information to American Adoptions of Texas;
- 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.

**22. 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** \_\_\_/\_\_\_

**23. Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas 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** \_\_\_/\_\_\_

**24. 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 Fort Worth, Tarrant County, Texas. 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** \_\_\_/\_\_\_

**25. 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** \_\_\_/\_\_\_

**26. 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** \_\_\_/\_\_\_

**27. 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** \_\_\_/\_\_\_



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

**29. 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** \_\_\_/\_\_\_

**30. 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 OF TEXAS 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 OF TEXAS 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 of Texas 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 <b>child-placement/adoption agency</b> 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)	
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City		State		Zip	To

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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.**

<b>Signature:</b>	
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**CRIMINAL HISTORY, ADAM WALSH, AND HAGUE CHECK FORM**

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City		State		Zip	To	

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Address 2					From	
City		State		Zip	To	

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

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City		State		Zip	To	

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City		State		Zip	To	

Address 1					Dates Resided: (Month and Year)	
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