

House of New Hope
The Danni Hedrick Adoption Services Program
Adoption Service Agreement
Home Study & Update

This Professional Services Agreement (the "Agreement"), effective as of _____ ("Effective Date"), is entered into by and between House of New Hope, an Ohio adoption agency having its principal place of business at 8135 Mt. Vernon Road, Saint Louisville, Ohio 43071 ("Agency"), and ("Client(s)");

Applicant #1 Name: _____

Social Security Number: _____

Applicant #2 Name: _____

Social Security Number: _____

Address: _____

City, State, Zip: _____

Contact Number: _____

In mutual consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. Services

House of New Hope will complete a home study as defined in Ohio Administrative Code Rule 5101:2-48-12. Specifically:

- (A) For the purpose of this rule, "commencement of a homestudy" means, at minimum, scheduling an appointment to interview the applicant or assuring the applicant is informed of the necessary materials required for the assessor to complete the homestudy. In order to complete the JFS 01673 "Assessment for Child Placement (Home Study)" an assessor shall conduct a face to face interview with all members of the household over the age of four years. The interview with all members of the household over the age of four years may be a joint interview or separate individual interviews.
- (B) Home Studies will be conducted by an adoption assessor meeting the requirements contained in rules 5101:2-1-01 and 5101:2-48-06 of the Administrative Code.
- (C) The assessment required by paragraph (B) of this rule shall commence within thirty days of the date the agency receives a fully completed JFS 01691 "Application for Child Placement" signed by the adoptive applicant.
- (D) House of New Hope shall search the statewide automated child welfare information system (SACWIS) for each applicant and adult members of the applicant's household in accordance with rule 5101:2-48-09 of the Administrative Code.

- (E) House of New Hope shall request a check of the child abuse and neglect registry of any other state a prospective applicant or other adult residing with the prospective adoptive parent has resided in the five years immediately prior to the application.
- (F) House of New Hope shall notify the public children services agency (PCSA) in the county the applicant resides.
- (G) The written notification to the PCSA shall be sent within ten days of the initiation of the homestudy.
- (H) The written notification shall include the following information:
 - (1) The applicant's name.
 - (2) The applicant's address.
 - (3) The applicant's telephone number.
 - (4) The names and dates of birth of all household members at the time of the application.
 - (5) A request for any relevant information, if known, including, at a minimum:
 - (a) Past or present functioning of the prospective adoptive parent.
 - (b) Rule violations involving any foster or pre-adoptive child.
 - (c) Any third party investigations.
 - (d) Information relating to any previous adoption applications and/or placements.
 - (e) Information on the events leading to a removal of any child from the prospective adoptive family home.
 - (f) Confirmation of household members as determined by a review of agency records.
- (I) A multiple children/large family assessment shall be completed for any person seeking to adopt a child when a family has a total of five or more children residing in the home, including foster children and children in kinship care; or if the family will have a total of five or more children residing in the home upon the adoptive placement of a child. The large family assessment shall be completed on the JFS 01530_"Multiple Children/Large Family Assessment" and attached to the JFS 01673, if applicable.
- (J) The race, color or national origin of a child being considered for adoption shall not be a consideration in determining whether to approve the family's home study.
- (K) House of New Hope does not discriminate in approving or disapproving a home study on the basis of disability in violation of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1/2/2006) and of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 1201 (1/2/2006).
- (L) If House of New Hope determines any statement in a homestudy is false, the Agency will follow the procedures outlined in rule 5101:2-33-13 of the Ohio Administrative Code.
- (M) House of New Hope is prohibited by Ohio Administrative Rule from releasing a home study to any other agency or probate court if it is determined the application or home study contains a false statement knowingly made by the applicant(s), included in the written report of the home study.

- (N) Prior to the end of the assessment process, applicants shall complete and sign the JFS 01673-A "Child Characteristics Checklist for Foster Care and/or Adoption" indicating the acceptable characteristics of the child the applicant is requesting to adopt. Upon completion of the assessment process, the JFS 01673-A shall be attached to the JFS 01673. International and step-parent adoptions are exempt from this requirement.
- (O) Upon completion of the homestudy, the Agency shall document the results of the homestudy on the JFS 01609 "Family Permanency Planning Data Summary".
- (P) The Agency shall require the following for the homestudy:
 - (1) JFS 01673-A signed by the adoptive/foster parent(s), assessor and assessor's supervisor.
 - (2) The JFS 01530, if applicable.
 - (3) The JFS 01653 "Medical Statement for Foster Care/Adoptive Applicant and All Household Members" (rev. 6/2009) completed by a licensed physician, physician assistant, clinical nurse specialist, certified nurse practitioner or certified nurse-midwife not more than six months prior to an initial recommendation by the agency for approval.
 - (a) The form shall document that the applicant and all members of the household are free from any physical, emotional or mental condition which would endanger children or seriously impair the ability of the household members to care for the child being adopted.
 - (4) The names of no less than three people unrelated to the applicant that do not reside with the applicant and can be contacted by the agency as references.
 - (a) The applicant shall provide the name of any other agency or organization the applicant has had a homestudy approved as well as a written and signed release of information statement so any such reference may be contacted.
 - (c) Prior to approving the homestudy, the agency shall contact all references given by the applicant, including any other agency or organization the applicant has been previously approved as an adoptive parent.
 - (d) All contacts with references shall be documented in the narrative section of the JFS 01673.
 - (5) The JFS 01200 "Fire Inspection Report for Residential Facilities Certified by ODJFS" fire safety approval or other form used for a local or state fire inspection. The report shall not be dated more than six months prior to the agency's recommendation for approval.
 - (6) The JFS 01348 "Safety Audit of a Foster Home", also used for adoptive homes, and documentation the residence satisfactorily meets all safety standards.
 - (7) The JFS 01681 "Applicant Financial Statement".
 - (8) The bureau of criminal identification and investigation (BCII) and federal bureau of investigation (FBI) reports as outlined in rule 5101:2-48-10 of the Administrative Code.
 - (9) A completed water test by an approved Ohio water testing laboratory, if deemed necessary by the agency.
- (Q) The assessor shall provide written notification to the applicant(s) of approval or denial of the adoption home study. The written notification shall be provided within ten days after the home study is approved or disapproved.

- (R) The assessor shall make one or more of the following recommendations at the completion of the homestudy:
- (1) Approve the applicant(s) as adoptive parent(s) only.
 - (2) Recommend the applicant(s) for certification as a foster caregiver(s) only.
 - (3) Approve the applicant(s) as adoptive parents and recommend the applicant(s) for certification as a foster caregiver(s) simultaneously.
 - (4) Deny the adoption application.
 - (5) Recommend that the applicant(s) certification as a foster caregiver(s) not be approved.
 - (6) Deny the adoption application and recommend the applicant's certification as a foster caregiver(s) not be approved.
- (S) If the decision of the assessor is to approve the applicant(s) as an adoptive parent(s), the written notification required shall include, at minimum, the following information:
- (1) Date of approval of the adoptive homestudy with the date the approved homestudy or update expires.
 - (2) A description of the characteristics of the child or children for whom the applicant is being approved.
- (T) If the decision of the assessor is to deny the applicant for adoption, the written notification shall contain both of the following:
- (1) A detailed explanation of the reason for the denial setting forth all of the reasons for the denial.
 - (2) A description of procedures for an agency review pursuant to rule 5101:2-48-24 of the Administrative Code.

For Home Study Updates, a modified version of forms is required. Please speak to your Assessor.

2. Client Duties and Responsibilities

Client will:

1. Cooperate with the Agency to allow for a timely completion of the home study process.
2. Make themselves and those household members required to be interviewed or assessed available to the Adoption Assessor in a timely manner.
3. Provide all necessary documents for the Assessor in a timely manner.
4. Be responsible for, and assumes the risk of any issues or problems resulting from the content, accuracy, completeness, competence, or consistency of all Client provided documentation.

3. Interdependencies; Client and Third Party Delays

Client acknowledges that meeting the Target Dates is contingent upon timely completion of activities by Client as contemplated by the parties under this Agreement including, without limitation, those activities designated to Client in Article 1 and 2 above. Client will immediately advise Agency in writing as soon as it becomes aware of any developments that may delay completion of a scheduled Deliverable including, without limitation, Client's failure or inability to perform a Client Obligation.

Client further acknowledges that a failure to fully cooperate with the Agency may create a condition where the Home Study will not be completed within the one hundred and twenty (120) days allowed by OAC rule; necessitating an extension and a delay in completing the home study.

4. Fees and Payment

4.1 Fees and Expenses. Client will pay Agency a fee of \$1600 in advance for a Home Study and \$800 in advance for a Home Study Update. The fee assumes that the Services commence within thirty days of the date the agency receives a fully completed JFS 01691 "Application for Child Placement" signed by the adoptive applicant and associated fee. Client will reimburse Agency for all reasonable costs and expenses incurred by Agency in its performance of the Services under this Agreement including, reasonable travel and lodging expenses.

5. Term and Termination

5.1 Term. The term of this Agreement will commence on the Effective Date and will continue in effect unless earlier terminated pursuant to the terms of this Agreement.

5.2 Termination for Convenience. Either party may terminate this Agreement upon seven (7) calendar days' written notice.

5.3 Termination for Cause. Either party may terminate this Agreement upon written notice if the other party has materially breached any provision of this Agreement and has not cured such breach within fourteen (14) calendar days after receiving written notice from the non-breaching party describing such breach in reasonable detail and stating the non-breaching party's intent to terminate this Agreement.

6. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to such terms, provisions or conditions. This Agreement may not be amended, except by a writing signed by both parties.

10.15 Execution. This Agreement may be executed and delivered by facsimile and the parties agree that such facsimile execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used. IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement as of the Effective Date.

We, the adoptive parent applicant(s), agree to the fees, terms and conditions of this Agreement with House of New Hope. We have been given the opportunity to ask questions regarding these terms and conditions and fully understand to our satisfaction the expectations of this agreement.

Adoptive Applicant #1

Date

Adoptive Applicant #2

Date

Rachel Young, LISW-S
Administrator & Chief Operating Officer
House of New Hope

Date

Return signed contract and check in the amount of \$1,600 for Initial Home Study services or \$800 for Home Study Update services.

Make check payable to "House of New Hope"

Send to:

**Ed Sharp, Chief Financial Officer
ATTN: Adoptions**

**House of New Hope
8135 Mt. Vernon Rd.
St. Louisville, OH 43071**