

**Service Agreement between The Children’s Home Society of New Jersey
Hereafter referred to as “CHSofNJ” and**

**Hereafter referred to as the “Adoptive Family”
For Professional Home Study and Adoption Services**

This agreement outlines the services that CHSofNJ will provide to the Adoptive Family for the purposes of home study and adoptive services, the responsibilities that both CHSofNJ and the Adoptive Family have in the provision of these services, the terms by which these services are provided, and the predictable costs of these services. It is clearly understood that CHSofNJ provides home study and adoption services as a New Jersey licensed adoption agency under the requirements and authority of the New Jersey Administrative Code, Title 10, Chapter 121A (NJAC 10:121A) and therefore all services provided as outlined in this agreement are based on these requirements. This means that while CHSofNJ will complete all of its home study and adoptive services within the requirements of NJAC 10:121A and within the appropriate ethical standards of the profession, we cannot guarantee that the results of these services will be favorable to the Adoptive Family.

General Terms of the Agreement

1. The Adoptive Family agrees that the fees paid by the Adoptive Family are strictly for the professional services provided by CHSofNJ and does not guarantee the placement of an adoptive child or children through CHSofNJ or any other lawful means.
2. The Adoptive family understands that if a child or children are placed with them through CHSofNJ or any other entity through lawful means for the purpose of adoption, that while they are fully responsible for the care and safety of the child or children, the placing entity retains legal custody of the child or children until the adoption is finalized through the Superior Court.
3. The Adoptive Family is encouraged, but not required, to use the home study completed by CHSofNJ to pursue an adoption through means other than CHSofNJ in order to increase the likelihood that they have an adoptive child or children placed with them. However, the Adoptive Family agrees that that they can only accept a child or children through “lawful means” which includes a not-for-profit agency licensed to facilitate adoptions in the State in which they operate, a State agency that has the legal authority to place children for adoption, or a private attorney who has the legal authority to facilitate an adoptive placement. Also, the Adoptive Family can use an "Intermediary," which is defined in NJAC 10:121A as “any person, firm, partnership, corporation, association, or agency, whether located in New Jersey or not, who acts for or between any parent and any prospective adoptive parent or acts on behalf of either in connection with a placement for adoption of the parent’s child. However, an intermediary cannot receive money or other valuable consideration in connection with the placement of a child for adoption, pursuant to the State Adoption Law (N.J.S.A. 9:3-37).” CHSofNJ has both the right and responsibility to determine if a child placed for adoption using a home study created by CHSofNJ has been placed through lawful means and if CHSofNJ determines that a placement is unlawful will make a report to the proper authorities who will determine the appropriate action to be taken. These actions can include, but are not limited to, delays and additional costs related to the adoption for which the Adoptive Family would be solely responsible, the removal of the child or children from the Adoptive Family’s care by a State authority, and/or State or Federal legal charges being filed against the Adoptive Family.
4. The Adoptive Family agrees that they will report any substantial changes in their circumstances from those described in the home study or the most recent home study update to CHSofNJ as soon as these changes occur. These changes include, but are not limited to, additions or remodeling of an existing home which would require a new home safety inspection, moving to a new home, a change in marital status, additional people living in the home including the birth of a biological child, financial or health changes that may affect your ability to care for a child, or any other change that may affect your ability

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to care for a child placed in your home for the purposes of adoption. While these changes may not make the Adoptive Family ineligible to pursue adoption they may require that a new home study or home study update be completed based on the requirements of NJAC 10:121A. Should a new home study or home study updated be required, the Adoptive Family agrees to pay the costs of these additional services provided by CHSofNJ before the services are delivered.

5. CHSofNJ will work diligently within the requirements of NJAC 10:121A to reduce the risk that the adoption of a child or children placed for the purposes of adoption can be contested, nevertheless the Adoptive Family understands that even when there are no specifically identifiable risks it is impossible to eliminate the possibility that an adoption can be contested. Therefore, the Adoptive Family is aware that for any child or children placed with them for the purposes of adoption that there may be additional and unplanned attorney, court, or other fees if the adoption is contested for which the Adoptive Family would be responsible should the adoption continue.
6. If there is a specifically identified risk, prior to placing an adoptive child or children with an Adoptive Family, CHSofNJ will inform the Adoptive Family that there is a potential risk in the placement of the child or children, will explain the nature of the risk, and inform the Adoptive Parents that there may be an increased possibility that the adoption may be contested.
7. The Adoptive Family may terminate this agreement at any time in writing, however CHSofNJ will not refund any fees paid by the Adoptive Family up to the date of the termination of the agreement for services rendered.
8. Any interpretation or dispute related to the agreement, or services to be rendered, is subject to and controlled by the laws of the State of New Jersey.
9. Both the Adoptive Family and CHSofNJ agree that any dispute arising from the terms of this agreement, the work done by both, or either, the Adoptive Family or CHSofNJ, the compliance with the terms of the agreement by both, or either, the Adoptive Family or CHSofNJ, or any other dispute arising from execution of this agreement by both, or either, the Adoptive Family and CHSofNJ will first be attempted to be settled through mandatory mediation done by a third party mutually agreed upon by both the Adoptive Family and CHSofNJ.
10. Should the mediation not be successful, the dispute will be settled in the Superior Court of New Jersey, Mercer County. Both the Adoptive Family and CHSofNJ agree to waive any objections to the personal jurisdiction of such courts and agree that both shall be barred from asserting any such objection. Both the Adoptive Family and CHSofNJ hereby agree to waive any right to assert or move for transfer of venue to any court outside the Superior Court of New Jersey, Mercer County.

Specific Services and Fees

The following is a description of the services that CHSofNJ provides for the purposes of completing professional home study and adoption services and the responsibilities of each party. It is understood that each Adoptive Family's needs are different and that all services described below may or may not apply to any specific Adoptive Family. However, the Adoptive Family is responsible for all services that do apply to their situation. The Adoptive Family agrees to sign the Adoption Fee Schedule and will pay fees based on the services that apply. CHSofNJ agrees that they will not change or alter the described fees for any individual Adoptive Family once the Adoption Fee Schedule is signed.

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Home Study Services

1. The Adoptive Family has had a free one-time face-to-face consultation with CHSofNJ to discuss the home study and adoption process.
2. The Adoptive Family has chosen to pursue the home study and adoption process through CHSofNJ, and at the time of the signing of this agreement, will pay a one-time non-refundable application fee to begin the home study process.
3. The Adoptive Family agrees to fully engage in the home study and adoptive process with CHSofNJ and agrees to complete all documents provided to them in either physical or electronic format prior to the any face-to-face home study meetings.
4. The Adoptive Family agrees to pay the non-refundable home study fee at the time of the first face-to-face home study meeting. It is understood that the home study cannot proceed without the home study fee first being paid. It is further understood that the home study fee is non-refundable even if CHSofNJ determines that, based on the standards of NJAC 10:121A, the Adoptive Family is not eligible to proceed with an adoption.
5. CHSofNJ agrees to complete three face-to-face home study meetings with the Adoptive Family, at least one of these being in the Adoptive Family’s home. CHSofNJ agrees to conduct itself in an ethical and professional manner at all times, to be diligent and thorough in completing the home study, to produce a final written document that reflects all aspects of the home study process, and to base all decisions to approve or not approve the final home study on the requirements of NJAC 10:121A. CHSofNJ will not factor the Adoptive Family’s race, ethnicity, national origin, religion, marital status, or sexual orientation into its decision to approve or not approve the Adoptive Family’s home study.
6. The Adoptive Family agrees to fully participate in the home study process with CHSofNJ including but not limited to; agreeing to the time and place of appointments for the face-to-face home study meetings; agreeing that all persons living in the home will participate in the home study process to the degree required by NJAC 10:121; providing CHSofNJ with the information requested to complete the home study such as identifying documentation, personal and professional references, and financial and health information; engaging in discussion with CHSofNJ regarding topics such as your upbringing, cultural, family, the type of child that you would like to adopt, and your beliefs about parenting; giving CHSofNJ access to your home for the purposes of completing a home safety inspection; and any other reasonable requirements of CHSofNJ for the purpose of completing the home study as defined in NJAC 10:121A.
7. The Adoptive Family agrees to complete State and Federal Criminal History Record Information (CHRI) fingerprint background checks, and Child Abuse Record Information (CARI) background checks as instructed by CHSofNJ for all people living in the home over the age of 18 in as many States as applies as per NJAC 10:121A. The Adoptive Family agrees to pay the cost of these background checks and understands that the costs of these background checks will vary from State to State.
8. The Adoptive Family agrees to participate in at least ten hours of approved training preparation, either on line or in a classroom setting, to become an adoptive parent as instructed by CHSofNJ and to pay the costs for this training.
9. CHSofNJ agrees to provide its decision to approve or not approve the home study to the Adoptive Family in writing within 30 days of the last face-to-face home study meeting.

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Home Study Update Services

For a home study to remain valid it must be updated every twelve months until a child or children are placed for the purposes of adoption.

1. The Adoptive Family agrees to pay the non-refundable home study update fee at the time of the face-to-face home study update meeting. It is understood that the home study update cannot proceed without the home study fee being paid and that the payment of the home study update fee is non-refundable even if CHSofNJ determines based on the standards of NJAC 10:121A that the Adoptive Family is no longer eligible to proceed with an adoption. The Adoptive family also agrees that they will continue to participate in the home study update process every twelve months until a child or children are placed for the purposes of adoption, they voluntarily decide to no longer pursue adoption, or CHSofNJ determines based on the standards of NJAC 10:121A that the Adoptive Family is no longer eligible to proceed with an adoption.
2. CHSofNJ agrees to complete one face-to-face home study update meeting with the Adoptive Family in the Adoptive Family’s home. CHSofNJ agrees to conduct itself in an ethical and professional manner at all times, to be diligent and thorough in completing the home study update to the standards set in NJAC 10:121A, to produce a final written document that reflects all aspects of the home study update process, and to make all decisions to approve or not approve the home study update based on the requirements of NJAC 10:121A.
3. The Adoptive Family agrees to fully participate in the home study update process with CHSofNJ including, but not limited to, updating all information given in the original home study, providing up to date financial information, and making their home available for a home safety inspection.
4. The Adoptive Family agrees to complete State and Federal Criminal History Record Information (CHRI) fingerprint background checks, and Child Abuse Record Information (CARI) background checks as instructed by CHSofNJ for all people living in the home over the age of 18 in as many States that apply as per NJAC 10:121A. The Adoptive Family agrees to pay the cost of these background checks and understands that the costs of these background checks will vary from State to State.
5. CHSofNJ agrees to provide its decision to approve or not approve the home study update to the Adoptive Family in writing within 30 days of the face-to-face home study update meeting.
6. The Adoptive Family is encouraged to attend adoption group meetings from the time that the initial home study is approved to the time that a child or children are placed in their home for the purposes of adoption. Adoptive Families are welcome to continue to voluntarily take part in these meetings after a child or children are placed with them for the purposes of adoption.

Adoption Placement Services

1. The Adoptive Family will agree to sign a copy of CHSofNJ’s Placement agreement and to abide by all terms of the agreement which outlines the care that the Adoptive Family must provide to the child or children placed for the purposes of adoption, the Adoptive Family’s financial responsibilities in providing this care, and limits to the Adoptive Family’s ability to make certain decisions regarding this care until

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the adoption is finalized. The placement agreement will also detail the placement fees as described in the Adoption Fee Schedule.

2. The Adoptive Family agrees that if CHSofNJ places a child with them for the purposes of adoption, that they will pay a placement fee as agreed upon in the Adoption Fee Schedule. This placement fee covers birthparent counseling services, CHSofNJ agency administrative costs, costs related to taking the voluntary surrender of parental rights, and all activities related to reducing the risk that an adoption may be contested including but not limited to, searching for a birthparent (either named or unnamed) who may have not signed a voluntary surrender. This placement fee is due within 30 days of the child or children being placed with the Adoptive Family. Should the Adoptive Family not be able to pay the entire placement fee within the allotted 30 days, then reasonable payment arrangements can be negotiated. The Adoptive Family understands that CHSofNJ has the right to not provide finalization documents until the placement fee is paid in full.
3. If the Adoptive Family uses the home study provided by CHSofNJ to have a child or children placed with them through a lawful means other than through CHSofNJ, then the Adoptive Family is fully responsible for the placement fees of the entity making the placement. In this case, CHSofNJ will not charge the Adoptive Family a placement fee.
4. If the Adoptive Family has a child or children placed with them through lawful means for the purposes of adoption from an agency or person whose business is in a State other than New Jersey, including through CHSofNJ who conducts business in multiple States, the Adoptive Family agrees to pay all additional costs for the Interstate placement imposed by the placing State and to abide by any and all requirements placed on them by the other State in addition to those of New Jersey. In situations where the requirements have different standards imposed by the two States, the higher or more restrictive standard will prevail. The Adoptive Family also agrees to pay CHSofNJ an Interstate Compact Processing Fees which is due within 30 days of the child or children being placed for the purpose of adoption. The Adoptive Family understands that CHSofNJ has the right to not provide finalization documentation until this fee is paid.

In the Event of a Contested Adoption

1. If the Adoptive Family has a child or children placed with them through a lawful means other than through CHSofNJ, and the adoption is contested, CHSofNJ will not be a part of the decision process as to how to answer the contest nor will be responsible for any attorney, court, or other fees related to the contested adoption.
2. If CHSofNJ places a child or children with the Adoptive Family for the purpose of adoption, and the adoption is contested, CHSofNJ will consult with the Adoptive Family to determine if the child or children will be returned to the birthparent or birthparents, or as directed by the court of competent jurisdiction; or if CHSofNJ and the Adoptive Family will pursue involuntary termination of parental rights of that birthparent, however it is understood that as the custodian of the child or children CHSofNJ will make the final determination.
3. If it is decided that the child or children will be returned to the birthparent or birthparents, or as directed by the court of competent jurisdiction, the Adoptive Family will return the child or children as required and CHSofNJ will refund any paid placement fee to the Adoptive Family. Should the Adoptive Family fail to return the child or children, and CHSofNJ is required to expend money for legal fees to accomplish the

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removal of the child, the Adoptive Family will become responsible for all fees incurred, legal or otherwise, related to the removal of the child or children from the Adoptive Family's care.

4. If the decision is made to pursue involuntary termination of parental rights, the Adoptive Family will be responsible for the legal costs for both themselves and CHSofNJ, if any, however CHSofNJ will honor the Adoptive Family's rights to not pursue the termination of parental rights and bear these costs. In this case, the Adoptive Family will return the child or children as required and CHSofNJ will refund any paid placement fee to the Adoptive Family. Should the Adoptive Family fail to return the child or children, and CHSofNJ is required to expend money for legal fees to accomplish the removal of the child, the Adoptive Family will become responsible for all fees incurred, legal or otherwise, related to the removal of the child or children from the Adoptive Family's care.
5. If the Adoptive Family agrees to pursue the termination of parental rights and to bear the legal costs for both themselves and CHSofNJ, CHSofNJ will pay the first \$1000.00, and will then match the Adoptive Family's costs up to an additional \$5,000.00 from CHSofNJ, toward all unplanned costs related a contested adoption including any and all appeals.

Post Placement Services

1. When a child or children are placed with the Adoptive Family for the purposes of adoption, either through CHSofNJ or a lawful means other than through CHSofNJ, the Adoptive Family agrees to pay in escrow post placement fees as agreed upon in the Adoption Fee Schedule for 4 total visits (based on NJAC 10:121A standards). The Adoptive Family agrees that if the child is placed from a State that requires more than four visits that the escrow will be paid for the total number of required visits. This escrow payment is due on or before the date that the first post placement visit occurs and post placement cannot proceed without the escrow being paid. Should the adoptive placement disrupt for any reason the unused balance of the escrow will be refunded minus a 5% processing fee within 30 days of the date that the adoption disrupts.
2. The Adoptive Family agrees to fully participate in at least four post placement visits as per NJAC 10:121A, even if the child or children are placed through a State with different post placement visit requirements. In this case where the number of post placement visits of the placing State differ from that of New Jersey, the Adoptive Family agrees to complete the higher number of visits.
3. If the adoption cannot be finalized within the time frame allocated for the post placement visits paid in escrow, or additional post placement supervisions are imposed by the Superior Court or other State or private placing agency to complete finalization, the Adoptive Family agrees to pay for as many additional visits as necessary or required. These visits will be charged based on the Adoption Fee Schedule and must be paid prior to the visit.
4. CHSofNJ agrees to complete at least four face-to-face post placement supervision meetings with the Adoptive Family in the Adoptive Family's home. CHSofNJ agrees to conduct itself in an ethical and professional manner at all times, to be diligent and thorough in completing the post placement visits to the standards set in NJAC 10:121A, to produce a final written document that reflects all aspects of the post placement visit, and to base all decisions as to whether CHSofNJ would or would not continue to support the adoption based on the requirements of NJAC 10:121A.

Finalization Services and Fees

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1. The Adoptive Family agrees to secure an attorney to represent them during the finalization process and at the finalization hearing and to pay all fees associated with this representation, unless the Adoptive Family decides to represent themselves in these matters.
2. The Adoptive Family agrees to pay Finalization Fees as agreed upon in the Adoption Fee Schedule on the day of the last face-to-face post placement meeting. This fee is for CHSofNJ to prepare a finalization report which will be considered by the Superior Court in making its decision to finalize or not to finalize the adoption and to compile of all documents necessary for the Superior Court to finalize the Adoption.
3. CHSofNJ agrees to be diligent and thorough in completing the finalization report, to produce a final written document that reflects all aspects of the adoptive process, and to base all decisions as to whether CHSofNJ would or would not support the adoption based on the requirements of NJAC 10:121A.
4. CHSofNJ agrees to complete the finalization report prior to the date set by the Superior Court for finalization.

My signature on this document indicates that I have thoroughly read and understand the terms of this service agreement and agree to comply with all terms of the service agreement.

Adoptive Family

CHSofNJ

Adoptive Parent Name Date

CHSofNJ Adoption Staff Name Date

Adoptive Parent Signature

CHSofNJ Adoption Staff Signature

Adoptive Parent Name Date

CHSofNJ Adoption Supervisor Name Date

Adoptive Parent Signature

CHSofNJ Adoption Supervisor Signature