



## Dear Prospective Adoptive Parent:

Thank you for your interest in Family & Children's Agency! We are pleased to provide you with an overview of our adoption services.

We strongly encourage applicants in Connecticut and New York to attend an upcoming free orientation meeting where more detailed information on our programs is presented. The meetings are informal and will give you the opportunity to ask questions and have all of your concerns addressed.



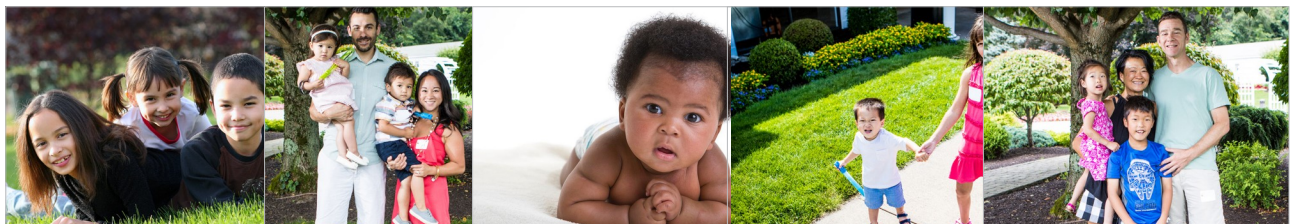
If you are interested, please select the date most convenient for you from the information meeting schedule and RSVP on our website [www.FamilyandChildrensAgency.org](http://www.FamilyandChildrensAgency.org).

We look forward to helping you learn more about our agency and the services we offer.

All the best,

*Mary Kate Locke*

Mary Kate Locke, LCSW  
Director of Adoption





## ABOUT FAMILY & CHILDREN'S AGENCY

Family & Children's Agency (FCA) is a private, non-profit family service agency established in 1942. The agency is licensed and accredited according to State and Federal standards. The Adoption Program achieved Hague Accreditation through the Council on Accreditation in 2008.

In addition to the Adoption Program, Family & Children's Agency offers 40 dynamic programs including counseling, home care, foster care, family support services, addiction services, job services and positive youth development programs.

Family & Children's Agency has offices in Norwalk and Branford, CT, and Harrison, NY.

## ABOUT THE ADOPTION PROGRAM

The Adoption Program at Family & Children's Agency is one of the largest and most respected private nonprofit adoption programs in Connecticut.

We are a full service adoption agency.

### Our programs include:

- Domestic adoption through FCA
- And our International program in South Korea.

We provide home studies for all domestic and international adoptions, and are accredited to do Hague accredited home studies for international adoptions.

### Other services include:

- Pre-adoption counseling
- Services for birth parents provided by specialized counselors.
- Placement and post-placement services
- Ongoing support to families formed by adoption through the Adoption Assistance program (AAP) and Permanency Placement Services program (PPSP)
- Waiting Family Support Group

Many members of our staff have personal experiences with adoption which make them highly experienced resources for anyone involved in the adoption process.

Our international coordinator travels to South Korea regularly to visit staff and the foster families affiliated with the program.

### FCA Policies & Practices to consider:

- Individuals must be between the ages of 21 and 64 to apply to adopt (note: South Korea Program age limit of 44 & 11 months).
- Individuals cannot be pregnant or actively engaged in fertility treatments or surrogacy services to apply to adopt.



*Family & Children's Agency office in Norwalk, CT*



*Family & Children's Agency office in Branford, CT*

## IN-COUNTRY: ADOPTION OF US BORN CHILDREN

### Family & Children's Agency Placement (for CT and NY residents only)

When a pregnant woman approaches our agency or is referred to us regarding an untimely pregnancy, any applicant in our **Domestic Program** who has an approved home study and a completed "profile" may be considered as a prospective adoptive parent for her unborn child. In all cases, we will make a decision to present prospective adoptive parents to an expectant parent based on the needs and preferences of all parties. The expectant parent then selects the family for their child.

**Prospective adoptive parents prepare a "profile,"** which is a booklet with pictures and a narrative that describes their family. Profiles are presented to expectant parents to assist them in choosing a family for their child. A social worker from our agency will help the prospective adoptive parent prepare their profile.

**Connecticut and New York law allows couples or individuals to participate in a Parent-Initiated or Identified Adoption.** This means that an intermediary, such as a doctor, lawyer, clergyman, friend, or relative could "identify" an expectant mother (a woman who is pregnant and interested in making an adoption plan) who may wish to consider you as a prospective adoptive family. Many people have also been successful in "identifying" a birth mother themselves by advertising in newspapers, on the internet, or through other media. Laws vary by state so please contact your case worker for more information.

**In any domestic or international adoption case, prospective adoptive parents must have an approved home study.** The expectant parent must receive counseling. There are also explicit regulations regarding permissible payments for such things as medical bills or living expenses. Details will be provided at our informational meeting.

*\* A special note for residents outside of CT and NY: You will need to have a home study completed by an Agency licensed in your State. You may feel free to use an agency of your choosing, or we would be happy to refer you to one.*

## ADOPTION OF CHILDREN OVERSEAS

### Experts in South Korean Adoption

Since 1982, we have placed over 3,000 children for adoption.

**Family & Children's Agency's is honored to work with our foreign service provider, Korea Welfare Services (KWS).** FCA has been working with Korea Welfare Services (KWS) in Korean to place Korean children with adoptive families for almost 40 years.

**KWS's professionalism and the social work process ensure that children are nurtured in private foster care and receive regular medical attention of the highest quality.** We have found that KWS gives exceptional care to the Korean birth mothers and children. On a regular basis, FCA staff travel to South Korea to meet with KWS and visit the foster and baby reception homes. The time for receipt of referral of a child after the completed home study has been sent to Korea is from 6-24 months; it can vary and be affected by the Korean government quota. The children arrive at approximately 15-36 months of age and gender cannot be specified for your first adoption through FCA/KWS.

**Korea has strict requirements.** Couples must be married at least 3 years and both must be under 45 years when your dossier goes to Korea. Due to the length of time it takes to complete a home study our agency can only accept applicants who are between the ages of 25 and 44 years old. Applicants can have up to 4 other children and one previous divorce. Applicants must be in excellent physical health - no chronic illnesses, current medical conditions, or history of disease, infection, etc. Applicants must have a BMI (Body Mass Index) of 29.9% or less. Applicants may not have any history of mental health issues or related counseling/hospitalizations and cannot be considered if psychotropic medications have ever been taken, even briefly.



## ADDITIONAL SERVICES

### Referrals

Family & Children's Agency has decades of experience in adoption and can use that expertise to recommend other domestic and international programs and agencies that best fit the needs of our families. Eligibility, fees, and processes vary from program to program. If you choose another agency to complete your adoption, FCA will remain involved as your local support agency. We will collaborate with your chosen agency, complete your home study, and provide post-placement and/or post-adoption services.

### Training Opportunities

FCA offers trainings and panels throughout the year including a birth parent panel, adult adoptee panel, domestic and international panels, and Adoption 101. These events give clients the opportunity to learn about all aspects of adoption and to gain insight from those who have been through the process. In addition, Adoption staff hold various leadership roles on state-wide committees where they create educational opportunities which benefit families including those in FCA's programs.

### Community Building

Families in FCA's adoption program build a community of support through annual events. Our Fall Fest, Parent and Parent-to-be Nights Out, Waiting Family Support Group, and play groups are fun and engaging social gatherings where adoptive families create strong bonds and lifelong friendships.

### Post-Adoption

Family & Children's Agency provides post-adoption support to families through the Adoption Assistance Program and Permanency Placement Services Program (PPSP). FCA recognizes that adoption is a lifelong process and families may face challenges along the way. If you have a simple question or are seeking support around something more difficult, FCA is available to help.

## INTAKE & HOME STUDY

**Once you have received and submitted an application, please send the application and supporting documents to Meg Woglom, Assistant Director of Adoption & Early Childhood, at 9 Mott Avenue, 4th Floor, Norwalk, CT 06850.** A social worker will be assigned to begin the home study process. You do not have to state a preference for a specific program to begin the home study. The home study is primarily an educational experience and your social worker will explore options with you to help you make the best decision. The process begins with an interview with your assigned worker and will include a visit to your home.

**Applicants are required to complete FCA's Adoption 101 training course as part of their education during their home study process.** The training is held three times each year and meets 6-hours of the mandatory 10-hours of training required. Adoption 101 covers a wide variety of topics related to adoption as well as insight from adult adoptees, program experts, and adoptive parents. Adoption 101 will also give you the opportunity to meet with adoption specialists on the FCA staff and other prospective adoptive parents to explore important and unique aspects of becoming a parent by adoption.

**Applicants are also required to attend FCA's Birth Parent Panel, held annually.** While this will not be a requirement in order to complete your home study, it will be part of your education contract with the Agency. The Birth Parent Panel is an opportunity to hear candid discussions from birth parents' perspectives and explore questions many adoptive parents and adoptees have about their birth parents.



## 2022 INFORMATION MEETINGS FOR PROSPECTIVE ADOPTIVE

### WHAT TO EXPECT:

- ✓ Overview of Family and Children's Agency and the History of the Adoption Program
- ✓ An Overview of the Home Study Process
  - Application
  - Interviews
  - Clearances
  - Education
- ✓ An Overview of Domestic Adoption
  - Agency placement in Connecticut and legal process
  - Parent initiated adoption re: legal process
  - Working with out-of-state/other agencies
- ✓ An Overview of International Adoption
  - Our South Korea Program
  - Networking
  - Post-placement and/or post-adoption requirements

Information Meeting Dates for CT & NY families (currently being held virtually)  
THURSDAYS 5:30 – 7 pm

JANUARY 20	APRIL 21	JULY 21	OCTOBER 20
FEBRUARY 17	MAY 19	AUGUST 18	NOVEMBER 17
MARCH 24	JUNE 16	SEPTEMBER 15	DECEMBER 15

*If you are interested in attending a meeting, please visit our website at [www.FamilyandChildrensAgency.org](http://www.FamilyandChildrensAgency.org) or call Devon Miles, Manager of Adoption, at 203-523-5731 to register.*





## **ADOPTION SERVICES CONTRACT**

### **HOME STUDY/POST PLACEMENT SERVICES**

THIS ADOPTION CONTRACT (hereinafter referred to as "Agreement") is hereby entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **FAMILY & CHILDREN'S AGENCY** (hereinafter "Family & Children's Agency"), a child placing agency authorized by the State of Connecticut and the State of New York and \_\_\_\_\_ (hereinafter referred to as "Adoptive Parent(s)", for the purpose of facilitating adoptions.

By signing this agreement, both parties agree to work together in a process initiated by the Adoptive Parent(s), who desire to adopt a child. The adoption process is a complex undertaking that must be carried out in accordance with local, state and federal laws, and in the case of an international adoption, the laws and regulations of the Adoptive Child's Country of Origin and applicable intercountry conventions. Above all else, this undertaking must ensure that the best interests of the child are met. The adoption process can be a challenging one, and there is no guarantee that an adoption will be completed. However, Family & Children's Agency and the Adoptive Parent(s) agree to constructively engage in the adoption process with the goal of finding permanent families for children. Upon request the agency agrees to disclose the number of parents who apply to adopt on a yearly basis based on data for the prior three calendar years.

**HOME STUDY AGENCY AND PLACEMENT AGENCY.** Family & Children's Agency will act as the "Home Study Agency" for the prospective adoptive applicant(s) signing this contract. As the home study agency Family & Children's Agency, following a successful assessment, will complete a detailed written report of the home and the life of the prospective adoptive parent(s) with an approval to adopt through the applicants chosen program. Family & Children's Agency will work with a "Placement Agency" chosen by the Adoptive Parent(s) in order to carry out an adoption in a state/country Family & Children's Agency does not currently have an active program. Family & Children's Agency will be solely responsible for conducting a home study of the Adoptive Parent(s), obtaining the clearances, and providing education and support consistent with Paragraphs 1 (A) through 1(F) of this Agreement. In addition, Family & Children's Agency is willing to assist the Adoptive Parent(s) with completing and updating their profile, dossier, or home study packet. Family & Children's Agency is willing to guide the Adoptive Parent(s) through the

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referral process. However, the Placement Agency will receive the referral and will be responsible for the dossier and referral process. Family & Children's Agency will be responsible for the post-placement and/or post-adoption supervision set forth in Paragraph 2 of this Agreement. In the event of a disruption of placement or dissolution of a finalized adoption, Family & Children's Agency will collaborate with the Placement Agency to address the situation in a manner consistent with Paragraph 3 of this Agreement. However, where there is a disruption of placement, the Placement Agency will be deemed the legal guardian of the Adoptive Child until another placement is secured.

With the exception of the specific responsibilities of Family & Children's Agency set forth in this Paragraph above, all other aspects of the adoption process will be the role and responsibility of the Placement Agency and the Adoptive Parent(s). The Adoptive Parent(s) should carefully read their Placement Agency's Agreement to further understand the obligations of the respective parties and, in the event that their Placement Agency's Agreement conflicts with this Agreement, the Adoptive Parent(s) should seek clarification as to the roles of each of the parties throughout the adoption process.

Family & Children's Agency and the Adoptive Parent(s) acknowledge and agree as follows:

**1. HOME STUDY.** Family & Children's Agency will be responsible for conducting a home study process for the Adoptive Parent(s) in accordance with local, state, federal laws and when applicable, the laws of the child's Country of Origin. Family & Children's Agency conducts home study assessments for applicants pursuing domestic, international, relative and stepparent adoptions and court requested studies for co-parent adoptions.

A. **Application.** Adoptive Parents (s) will be required to submit an application with required documentation to Family & Children's Agency in order to initiate their adoption process. The documentation required and information requested in the application is in accordance with the local, state, and federal regulations that govern adoptions. Family & Children's Agency cannot guarantee a specific time frame for the completion of the application process, although Family & Children's Agency will make every effort to carry out its obligations in a timely manner. Any documentation submitted in connection with the adoption application, whether it be by the Adoptive Parent(s) or by a third party, will not be returnable to the Adoptive Parent(s) regardless of whether or not the adoption process reaches finalization.

B. **Home Study Process.** The Adoptive Parent(s) will be required to meet with their assigned Family & Children's Agency social worker for home study interviews for a minimum of one office visit and one home visit for New York residents and two office visits and one home visit for residents of Connecticut. All members of the home must be available to meet with the social worker. The purpose of the interviews is to gather all information required to be in the home study document including: personal background, relationship/marital history, education, finances, medical history, parenting/discipline styles, religion, child care plans, guardianship plans, home and community, and child preferences. In addition, the home study process is designed to be a time for Family & Children's Agency and the Adoptive Parent (s) to explore adoption readiness and preparation to become parents through adoption. Additional meetings with the social worker or adoption staff can be requested by either the

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Adoptive Parent(s) or Family & Children's Agency staff for the purposes of completing the home study. Family & Children's Agency cannot guarantee a specific time frame for the completion of the home study process, although Family & Children's Agency will make every effort to carry out its obligations in a timely manner.

- C. **Education/Training.** The Adoptive Parent(s) understand and acknowledge that adoption has its own unique challenges with regard to the adjustment of both the Adoptive Parent(s) and the Adoptive Child. In addition, families pursuing adoption face challenges with regard to the physical, mental, emotional, and psychological development of the Adoptive Child. As part of the home study process, Family & Children's Agency provides education and support to the Adoptive Parent(s) concerning these issues, as well as issues relating to adoptive identity, ethnic identity, and cultural adjustment. The Adoptive Parent(s) agree to complete 10 hours of pre-adoption education training that includes attending a full day education program (6 hours) at Family & Children's Agency in addition to online courses/community workshops specific to adoption.
- i. **Training Waivers.** Training waivers can be granted for all or parts of the training if after a thorough assessment by the assigned social worker the social worker determines that the Adoptive Parent (s) has received adequate prior training and/ or has actual significant adoption experience based on a previous adoption.
- D. **Clearances.** The Adoptive Parent(s) understand and acknowledge that, as part of the home study process, Adoptive Parent(s) are required to undergo the following: (1) clearances through the state child abuse registry; (2) FBI/state criminal history checks; and (3) meet the standards of the state where the adoption placement will occur (domestic adoption) or child's Country of Origin (international adoption), as well as those mandated by the applicable intercountry conventions (international adoption). The Adoptive Parent(s) agree to cooperate fully with the above requirements, including any required clearances for all applicable members of the household according to state laws. In addition, as a condition of completing an international adoption, the Adoptive Parent(s) agree to work with Family & Children's Agency to seek approval from Citizenship & Immigration Services (USCIS).
- E. **References.** Family & Children's Agency will obtain five written references addressing the Adoptive Parent (s)'s capacity to provide for the physical, financial and emotional needs of the child. Adoptive Parent (s) will provide email addresses for their references which may include a neighbor, friend, co-worker, a grown child, but only one relative. Family & Children's Agency sends a confidential questionnaire to each reference by email and asks that it be emailed or faxed back directly to the agency. Adoptive Parents may not provide reference letters already prepared in lieu of the questionnaire. Applicants completing a subsequent home study for a 2<sup>nd</sup> or 3<sup>rd</sup> adoption will be required to provide the contact information for three references who will receive the questionnaire.
- F. **Child Preferences.** In an international adoption Adoptive Parents may choose the

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Adoptive Child's Country of Origin based on typical characteristics of children that are associated with particular countries of origin, as well as adoptive parent eligibility criteria. In addition, the Adoptive Parent(s) may identify characteristics that they desire in an Adoptive Child, such as ethnicity, age, and identified health issues. While Family & Children's Agency will request in the home study a child from the Country of Origin that meets the Adoptive Parent(s)' preferred characteristics as permitted above, Family & Children's Agency makes no

representations, promises, and/or guarantees that a child having the requested characteristics will be available for adoption. If requested, FCA will make three calendar years of data available on: the number of placements per year; the number and percentage of those placements that remain intact, are disrupted, or have been dissolved as of the time the information is provided; the number of children eligible for adoption and awaiting an adoptive placement referral via the agency.

**Approval.** The approval of an adoption home study is based on Family & Children's Agency's assessment of the Adoptive Parent(s) suitability to adopt and successfully meeting the requirements set forth by local, state, and federal entities which govern the licensing of child placing agencies and their subsequent licensing of adoptive families. Adoptive Parents are able to review a draft of their home study prior to its finalization. Adoptive Parents are then notified in writing that their home study has been approved and how long the approval is in effect. Adoptive Parents are provided with the number of finalized home study documents required by the state or country from which they are adopting. If a child has not been placed in the home prior to the expiration of the home study, it is the responsibility of the Adoptive Parent to contact Family & Children's Agency to initiate the home study update process. Should the home study process exceed six (6) months from the date of a home study social worker being assigned due to delays in the Adoptive Parent(s) submitting necessary documentation or cooperating with requirements of the home study licensing process, Family & Children's Agency reserves the right to discontinue the licensing process with the Adoptive Parent(s).

**Cause for Denial.** Family & Children's Agency considers the process of education and preparation of the Adoptive Parent(s) to be vital to a successful adoption. Family & Children's Agency reserves the right to discontinue this process in the absence of full attendance and meaningful participation in these steps of the process, or if Family & Children's Agency determines, in its sole discretion, that the approval of particular applications as Adoptive Parent(s) would not be in the best interest of an Adoptive Child. In the instance when Family & Children's Agency cannot approve or re-approve a family because of specific local, state, or federal regulations, or because of the applicants' lack of cooperation, physical or emotional incapacity to care for a child, or that such approval would not be in a child's best interests, an Adoptive Parent(s) is informed in person or by phone and then in writing, stating the specific reason for the rejection.

Adoptive Parents who wish to appeal a denial will be given the opportunity to meet with the Executive Vice President/COO of Family & Children's Agency. If not satisfied with this meeting, they may speak with the President/CEO of Family & Children's Agency and then contact the State Licensing Authority or the US State Department.

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**Continuing Duty to Disclose.** The Adoptive Parent(s) agree to disclose accurately and truthfully, and in good faith, all information requested throughout the adoption process. Until such time as the adoption is finalized, the Adoptive Parent(s) will have a continuing duty to immediately disclose any changes in the information provided, including, but not limited to, the following: pregnancy; adoption of another child; the addition of another adult to the household; change of residence; serious illness or death of either Adoptive Parent or other individual residing in the Adoptive Parent(s)' home; a new medical or mental health diagnosis; marital discord and/or separation; reluctance and/or ambivalence by either Adoptive Parent to adopt, an arrest, criminal charge, criminal or child welfare investigation of an Adoptive Parent or other individual residing in the Adoptive Parent(s)' home; or loss of employment by either Adoptive Parent or significant change in financial status.

Family & Children's Agency and/or the Adoptive Child's Country of Origin may revoke approval of the Adoptive Parent(s) based on any changes in status listed above. In addition, Adoptive Parent(s) who are pregnant or who become pregnant during the adoption process may have their case placed on hold depending on the timing of their adoption and/or the policies of their Placement Agency, regulations of the state there are adopting from, or regulations of the Country of Origin. Any nondisclosure or misrepresentation by the Adoptive Parent(s) of a change in circumstance may be grounds for denial of the adoption application.

The Adoptive Parent(s) will be responsible for completing their dossier for submission to the appropriate parties and for updating the documents as needed. Original documents submitted to Family & Children's Agency as part of the Adoptive Parents' international dossier may not be returnable. Should the Adoptive Parent(s) request the return of their international dossier and Family & Children's Agency is able to facilitate the return of the requested documents, the Adoptive Parent(s) agree to pay all costs associated with this process.

**2. POST-PLACEMENT/POST-ADOPTION PERIOD.** Following placement of the Adoptive Child with the Adoptive Parent(s), Family & Children's Agency will provide post-placement/post-adoption services in the form of supervision, reporting, assessment, consultation, aftercare services, and referrals for services that may benefit the child and/or family.

**A. Post-Placement or Post-Adoption Supervision.** Adoptive Parent(s) will fully cooperate with all aspects of post-placement supervision required by Family & Children's Agency, as well as any additional requirements mandated by applicable intercountry conventions, state and federal laws and/or rules and regulations of the Adoptive Child's Country of Origin.

- i. *Finalized Adoptions.* For families with "Full and Final Adoptions" (IR-3 Visas in international adoptions), the Adoptive Parent(s) will permit Family & Children's Agency to supervise the family and their home for as long as and in such manner as is required by the Adoptive Child's Country of Origin and the family's State of residence. Supervision will be completed by a social worker and/or other qualified professional from Family & Children's Agency.

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- ii. *Unfinalized Adoptions.* For families who return to their state of residence with an unfinalized adoptions (IR-4 Visas in international adoptions), the Adoptive Parent(s) will permit Family & Children's Agency to supervise the family and their home for as long as in such manner as is required by the Adoptive Child's State or Country of Origin and the family's State of residence. Supervision will be completed by a social worker and/or other qualified professional from Family & Children's Agency.

**B. Country/State-Specific Reporting Requirements.** Family & Children's Agency will educate the Adoptive Parent (s) on the importance of complying with post placement and post adoption reporting requirements. Family & Children's Agency will advise and assist the family in meeting all of the requirements and/or procedures specific to the State they adopted from or the Adoptive Child's Country of Origin. This may include home visits, office visits, procurement of photos and/or videos, self-reporting, and other requests. The post-placement reporting requirements, including any additional fees that will be charged, will be reviewed with the Adoptive Parent(s) at the time of inquiry and program enrollment. The Adoptive Parent(s) will cooperate fully in meeting these requirements.

**C. Disclosure of Change in Circumstances.** The Adoptive Parent(s) have a continuing obligation, up and until the date of finalization, to immediately report to Family & Children's Agency any or all of the following:

- i. Any unusual circumstances or unforeseen difficulties or problems regarding the placement;
- ii. Any significant changes in the Adoptive Parent(s) personal profile, including but not limited to, any changes in physical/mental health, employment, financial situation, involvement with law enforcement agencies, involvement with child welfare agencies and/or changes in family composition, whether by death, separation, divorce or otherwise; and
- iii. Any other significant changes in circumstances that could affect the success of the placement.

**D. Adoption Finalization and Re-Finalization.** Upon completion of the post-placement or post-adoption requirements set forth in Paragraphs 3A, 3B and 3C above, the Adoptive Parent(s) shall engage the services of Family & Children's Agency or their Placement Agency to petition a court of proper jurisdiction to finalize and/or re-finalize (if desired by the Adoptive Parent(s) or required by their State of residence) the adoption of the child within a reasonable period of time. Note: Some courts require the Adoptive Parent(s) to petition the courts for finalization or re-finalization with an attorney appearing in the matter. Following finalization, and re-finalization if applicable, the Adoptive Parent(s) will provide a copy of the adoption decree to Family & Children's Agency within a reasonable period of time, not to exceed thirty (30) days from the date of receipt of the adoption decree. All costs associated with the adoption finalization and/or re-finalization in the United States shall be the sole responsibility of the Adoptive Parent(s).

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- E. After-Care Services.** Family & Children's Agency will make available to the Adoptive Parent(s) and the Adoptive Child after-care services, including, but not limited to, counseling, consultation, educational workshops, cultural events, support groups, and referrals to other providers. Family & Children's Agency reserves the right to charge additional fees to support and the provision of these services to adoptive families.

### **3. DISRUPTION OF PLACEMENT OR DISSOLUTION OF FINALIZED ADOPTION.**

- A. Disruption of a Placement:** At any time prior to finalization, the Placement Agency retains the right, in its sole discretion, to remove the Adoptive Child where it is deemed to be in the child's best interests and to determine the best possible plan for the Adoptive Child. In such an event, the Placement Agency, in its capacity as the child's legal guardian, will accept physical custody and financial responsibility for the child. As the agency providing post placement supervision, Family & Children's Agency may be asked to assist the Placement Agency in planning for a child's needs but would not accept physical custody or financial responsibility for the child. The Placement Agency will be deemed the legal guardian of the Adoptive Child until another placement is secured.
- B. Dissolution of a Finalized Adoption:** In the instance of dissolution of an already finalized adoption, the parents can terminate their rights voluntarily and relinquish custody of the child to the state child welfare agency in their state. Family & Children's Agency would communicate with the state welfare agency to assist in making a permanency plan for the child. The Adoptive Parent(s) shall remain legally and financially responsible for the Adoptive Child until such time as a court of competent jurisdiction transfers legal custody of the child to another individual or to an authorized agency.

**Protecting the Best Interests of Children.** The Adoptive Parent(s) agree to fully cooperate with any and all requirements set forth in this Agreement, as well as any additional requirements mandated by local, state and federal laws, applicable intercountry conventions, and/or rules and regulations of the Country of Origin. Family & Children's Agency prohibits child-buying and shall make every effort to ensure that its employees, agents, and representatives comply with any and all legal and procedural safeguards that are in place to prevent the abduction, exploitation, sale, or trafficking of children. Family & Children's Agency prohibits its employees, agents, and representatives in the United States from accepting gifts, incentives, or contingent fees for services related to overseas adoption.

**Legal Effect of Adoption.** The Adoptive Family is financially responsible for the care of the child upon placement. Upon the completion of an adoption in the United States or Country of Origin, the Adoptive Parent(s) shall also assume all legal obligations and responsibilities for the Adoptive Child as if the child had been born to them. The adoption shall be considered completed when the legal and/or governmental procedures to approve the adoption are complete. The Adoptive Parent(s) agree to accept and fully carry out their legal obligations on behalf of the Adoptive Child including, but not limited to, providing appropriate housing, food, clothing, and medical care.

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**4. FEES.** Family & Children's Agency shall be compensated for its services in accordance with the fee schedule attached hereto and made a part hereof by signing the Fee Agreement, the Adoptive Parent (s) acknowledge that they have reviewed the written schedule of expected total fees and estimated expenses and that they understand and accept the anticipated fees and expenses. Fees due and paid to third parties and for travel during an adoption process are the financial responsibility of the applicant. Fees for adoption services cannot be waived or reduced.

The practice of Family & Children's Agency is to charge fees at each interval of the adoption process. If the adoption is, for any reason, discontinued, fees paid or incurred for services rendered up to the date of this continuance shall not be recoverable and shall remain the obligation of the Adoptive Parent (s). In the event an adoption is not completed due to a change in laws or policies of a country, the application and agency fee paid to Family & Children's Agency may, upon request, be applied to the adoption of a child from another Family & Children's agency program assuming the Adoptive Parent (s) qualify for such program. Adoptive Parent(s) may only request a refund for fees paid if services have not yet been provided. Any requests for refund must be made in writing. Family & Children's Agency agreed to return any funds to which Adoptive Parent (s) may be entitled within sixty (60) days of the completion of the delivery of services.

Adoptive Parent (s) agree to pay all fees to Family & Children's Agency within thirty (30) days of the date they receive an invoice for services. All outstanding fees for services provided must be paid in full prior to finalization of the home study and/or adoption. Fees are payable via credit card or check.

**5. CONFIDENTIALITY.** It may be necessary to share information provided by the Adoptive Parent(s) that might otherwise be considered confidential in nature, with a Placement Agency or other third party in order to effectuate the goal of adoption. Family & Children's Agency will not share such information without written consent by the Adoptive Parent(s).

**6. ASSUMPTION OF RISK.** Notwithstanding the Adoptive Parent(s)' full compliance with the application process, as outlined above, the Family & Children's Agency's efforts to protect the integrity of the adoption process, Family & Children's Agency makes no representation, guarantees or promises that Family & Children's Agency and/or the Country of Origin, its government, consulate agencies, orphanages, facilitators, or any other parties whose consent may be necessary, will agree to work with and/or approve the Adoptive Parent(s) application. The Adoptive Parent(s) understand and acknowledge that the adoption process could be delayed or discontinued by Placement Agency, the sending country, governmental action, individuals and/or judicial decrees that are beyond the control of Family & Children's Agency including, but not limited to, the political and social climate of the Country of Origin, as well as, changes to laws in the Country of Origin. By signing below, the Adoptive Parent(s) assume the risk that, despite reasonable, good faith efforts, an adoption might not proceed to finalization.

**7. HOLD HARMLESS.** The Adoptive Parent(s) agree to hold Family & Children's Agency and its employees, agents and/or representatives harmless from any and all claims, demands, or liability arising out of or relating to political, governmental, administrative, medical, emotional, developmental, and/or other causes beyond the

I/We have read and understood this page

\_\_\_\_\_  
Adoptive Parent Initial    Adoptive Parent Initial



control or knowledge of Family & Children's Agency employees, agents and/or representatives.

**8. WAIVER AND LIMITATION OF LIABILITY.** As set forth throughout this Agreement, there are numerous risks involved in the adoption process, including but not limited to the possibility that an adoption will never be completed due to factors outside Family & Children's Agency's control; that an Adoptive Child may have or develop medical, emotional or developmental issues that were not known or were not properly disclosed to Family & Children's Agency and/or the Placement Agency; property and/or injury to their person during their travel to and from the country of origin; that a finalized adoption may prove unsuccessful and may ultimately result in dissolution. Should any of these circumstances arise; the Adoptive Parent(s) agree to release Family & Children's Agency and its employees, agents and/or successors, from any and all liability, claims or demands resulting from the above known risks. In the event that Family & Children's Agency, its employees, agents or successors, are deemed liable for acts and/or omissions not related to or resulting from the above known risks, the Adoptive Parent(s) understand and agree that any such liability shall not exceed the total payments received by Family & Children's Agency from the Adoptive Parent(s).

**9. TERMS OF AGREEMENT.** Any modifications to this Agreement must be made, in writing, by mutual consent of the parties to this Agreement.

**10. CHOICE OF LAW AND VENUE.** This Agreement and all rights, obligations and disputes arising out of it shall be governed by and construed consistent with Connecticut law. The parties agree that all suits, proceeding, and other actions shall be brought in Fairfield County, Connecticut where Family & Children's Agency maintains its primary office.

**11. NON-WAIVER OF DEFAULT.** The failure of Family & Children's Agency to enforce any provision of this Agreement shall not constitute a waiver by Family & Children's Agency of that or any other provision.

**12. SEVERABILITY.** The parties agree that, if any term or provision of this Agreement is declared by a court or arbitrator of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**13. LENGTH OF AGREEMENT.** Unless expressly revoked in writing by one of the undersigned parties this agreement shall remain in effect until the adoption is finalized and all post placement requirements are met.

**14. NOTICE.** Any and all notices which are required under this Agreement shall be in writing and shall be deemed to have been duly given when (i) delivered in person; or (ii) mailed by first class, certified or registered U.S. mail, return receipt requested and postage paid.

I/We have read and understood this page

\_\_\_\_\_  
Adoptive Parent Initial    Adoptive Parent Initial

If directed to Family & Children's Agency, its employees, representatives or agents:

Director of Adoption  
Family & Children's Agency, Inc.  
9 Mott Avenue, 4<sup>th</sup> floor  
Norwalk, CT 06850

If directed to Adoptive Parents:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I/We have read and understood this document and had the opportunity to ask questions of Family & Children's Agency.

AGREED to by each of the undersigned parties on the date written above.

**15. SIGNATURES**

\_\_\_\_\_  
Adoptive Parent Date

\_\_\_\_\_  
Adoptive Parent Date

**FAMILY & CHILDREN'S AGENCY**

By: \_\_\_\_\_  
Signature Date

Print Name: \_\_\_\_\_

I/We have read and understood this page

\_\_\_\_\_  
Adoptive Parent Initial Adoptive Parent Initial



## ADOPTION FEE SCHEDULE

### INTRODUCTORY FEES *(non-refundable)*

Application Fee	Due with application	\$300
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### HOME STUDY FEES

Domestic Adoption Home Study <sup>1</sup>	Due with application	\$1,950
International Adoption Home Study <sup>1</sup>	Due with application	\$2,500
Home Study Update	Due at time of service	\$1,000 Full \$150/hr. Partial
Home Study Addendum	Due at time of service	\$500 Full \$250 Partial
2 <sup>nd</sup> or 3 <sup>rd</sup> Adoptions - Domestic <i>* When previous home study was completed by FCA</i>	Due with application	\$950
2 <sup>nd</sup> or 3 <sup>rd</sup> Adoptions - International <i>* When previous home study was completed by FCA</i>	Due with application	\$1,250
Co-parent/Step-parent/Relative home study (See attached fee schedule)	Due upon completion	See sliding scale fee

### OTHER ADOPTION SERVICES *(for home study only clients)*

Interagency fee <i>(covers all administrative support, document delivery, and interagency communication from time of home study to placement)</i>	Due upon completion of home study	\$500
Post Placement <i>(A minimum of 2 post-placement/ adoption visits are required by FCA. Additional visits or phone calls (phone calls are charged at \$150/hr rate) will be required as deemed necessary by FCA or as required by the placement agency.)</i>	Due at initiation of service	\$350/report
Adoption Finalization <i>(CT families who finalize in CT with the assistance of FCA)</i>	Due at time of service	\$1,000

## DOMESTIC ADOPTION

### AGENCY PLACEMENT

Enrollment Fee	Due upon completion of home study	\$2,000
Match Fee	Due upon adoption match	\$3,000
Acceptance Fee	Due upon placement of child	\$20,000

*\*Placement fees include services provided by birth parent counselor and adoption social workers, post placement supervision, and adoption finalization. Additional fees may include: birth parent living expenses and/or any medical expenses incurred for prenatal care, delivery, and or care of the baby prior to placement.*

### PARENT INITIATED ("IDENTIFIED") ADOPTION

Acceptance Fee	Due upon placement of child	See sliding scale fee
10% of our income with a minimum fee of of \$6,000 and a maximum of \$20,000. Based on our total household income listed on our last 1040, the acceptance fee to Family & Children's Agency would be:		

*\*Fees many also include, but are not limited to, birth parent living expenses, medical care, and adoption finalization. An individual fee agreement will be completed for each family based on the needs of the case.*

### BIRTH PARENT COUNSELING SERVICES

Program Enrollment	Due upon initiation of services	\$2,000
Birth Parent Counseling	Due upon completion of services	\$150 per hour

*\*This program is available to families residing outside of CT/NY and in the process of an adoption of a child born or currently residing in CT/NY.*

*\*Fees many also include, but are not limited to, birth parent living expenses, statutory parent fee, medical care, and adoption finalization. An individual fee agreement will be completed for each family based on the needs of the case.*

## INTERNATIONAL ADOPTION – SOUTH KOREA

Fee	Due	Amount	Type of fee
FCA Connecticut and New York Home Study Fee (see 'Home Study Fees' section above)	Due upon submission of application	\$2,500	Home Study
Out-of-State Home Study Fee	Determined by and paid to local agency/exempt provider	Determined by and paid to local agency/exempt provider	Home Study
FCA Enrollment Fee (covers all services from time of application to submission of home study packet)	Due upon submission of application	\$4,500	Adoption Expenses – U.S.
FCA International Service Fee (covers all international and domestic correspondence)	Due upon submission of application	\$500	Translation & Document Expenses
Monitoring and Oversight Fee to be paid to IAAME, the Hague accrediting entity	Due upon submission of application	\$500	Adoption Expenses – U.S.

FCA Acceptance Fee <i>(covers all services from submission of home study packet to time of adoption)</i>	Due upon acceptance of child referral	\$4,500	Adoption Expenses - U.S.
FCA Connecticut and New York Post Adoption Reporting Fees <i>(6 reports at \$350/report)</i>	Due upon acceptance of child referral	\$2,100	Post-Adoption Reports
Out-of-State Post Adoption Reporting Fees <i>(6 reports at approximately \$350/report)</i>	Due upon acceptance of child referral	Determined by local agency / exempt provider	Post-Adoption Reports
CIS-1600A Application	Due following completion of home study process	\$775*	Third Party Fees
CIS-Fingerprints <i>(Will be requested directly by USCIS)</i>	Due following submission of I600A Application	\$85/adult*	Third Party Fees
Psychological Evaluations	Due during home study process	Estimate: \$500-\$2,500* per applicant	Third Party Fees
FBI & Local Clearances	Due during home study process	Estimate: \$10-\$100* per applicant and any other adult household member	Third Party Fees
Document Updating due to relocation or lifechanging event post Dossier Submission <i>(if applicable)</i>	Due at time of update	\$500	Translation & Document Expenses
Korea Welfare Services Adoption Fee	Due upon acceptance of child referral. Fee paid to FCA - FCA wires funds to KWS on behalf of client	\$9,973	Foreign Country Program Expenses
Korea Welfare Services Donation	Due upon acceptance of child referral. Fee paid to FCA - FCA wires funds to KWS on behalf of client	\$5,767	Contributions <i>(Support of Baby Reception Home operating expenses, Care of the Infants, Foster Care System Expenses)</i>
Korea Welfare Services Medical Fee	Due upon acceptance of child referral. Fee paid to FCA - FCA wires funds to KWS on behalf of client	\$800	Care of the Child
Korea Welfare Services Development Fund	Due upon acceptance of child referral. Fee paid to FCA - FCA wires funds to KWS on behalf of client	\$3,000	Foreign Country Program Expenses
US Embassy/Visa Departure Expense	Due upon acceptance of child referral. Fee paid to FCA - FCA wires funds to KWS on behalf of client	\$500	Translation & Document Expenses



Travel & Accommodation Expenses	Due prior and/or during travel in South Korea	Estimate: \$14,850-\$23,500* (Hotel, Plane, Food)	Travel & Accommodation Expenses
Total Estimated Cost – Korea Adoption		\$51,955-\$64,785	

**(1) Home study.** The expected total fees and estimated expenses for home study preparation and approval, whether the home study is to be prepared directly by the agency or person itself, or prepared by a supervised provider, exempted provider, or approved person and approved as required under § 96.47;

**(2) Adoption expenses in the United States.** The expected total fees and estimated expenses for all adoption services other than the home study that will be provided in the United States. This category includes, but is not limited to, personnel costs, administrative overhead, operational costs, training and education, communications and publications costs, and any other costs related to providing adoption services in the United States;

**(3) Foreign country program expenses.** The expected total fees and estimated expenses for all adoption services that will be provided in the child's country of origin. This category includes, but is not limited to, costs for personnel, administrative overhead, training, education, legal services, and communications, and any other costs related to providing adoption services in the child's Convention country;

**(4) Care of the child.** The expected total fees and estimated expenses charged to prospective adoptive parent(s) for the care of the child in the country of origin prior to adoption, including, but not limited to, costs for food, clothing, shelter and medical care; foster care services; orphanage care; and any other services provided directly to the child;

**(5) Translation and document expenses.** The expected total fees and estimated expenses for obtaining any necessary documents and for any translation of documents related to the adoption, along with information on whether the prospective adoptive parent(s) will be expected to pay such costs directly or to third parties, either in the United States or in the child's country of origin, or through the agency or person. This category includes, but is not limited to, costs for obtaining, translating, or copying records or documents required to complete the adoption, costs for the child's court documents, passport, adoption certificate and other documents related to the adoption, and costs for notarizations and certifications;

**(6) Contributions.** Any fixed contribution amount or percentage that the prospective adoptive parent(s) will be expected or required to make to child protection or child welfare service programs in the child's country of origin country or in the United States, along with an explanation of the intended use of the contribution and the manner in which the transaction will be recorded and accounted for; and

**(7) Post-placement and post-adoption reports.** The expected total fees and estimated expenses for any post-placement or post-adoption reports that the agency or person or parent(s) must prepare in light of any requirements of the expected country of origin.

**(8) Third party fees.** The expected total fees and estimated expenses for services that the prospective adoptive parent(s) will be responsible to pay directly to a third party. Such third party fees include, but are not limited to, fees to competent authorities for services rendered or Central Authority processing fees; and

**(9) Travel and accommodation expenses.** The expected total fees and estimated expenses for any travel, transportation, and accommodation services arranged by the agency or person for the prospective adoptive parent(s).

## **FAMILY & CHILDREN'S AGENCY FEES LISTED ABOVE ARE VALID UNTIL 7/1/2022.**

Please contact Family & Children's Agency for updated fee information if submitting application after 7/1/2022.

## **ALL NON-AGENCY INTERNATIONAL FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE**

\*Please contact your Program Coordinator for details regarding non-agency fees.

<sup>1</sup> An hourly fee of \$150 will be assessed if the home study is not approved or if applicant withdraws prior to completion.

## FEE AGREEMENT AND REFUND POLICY

Family & Children's Agency shall be compensated for its services in accordance with the fee schedule outlined above. By signing this Fee Agreement, the Adoptive Parent(s) acknowledge that they have reviewed the aforementioned written schedule of expected total fees and estimated expenses and that they understand and accept the anticipated fees and expenses. Fees due and paid to third parties and for travel during an adoption process are the financial responsibility of the applicant. Fees for adoption services cannot be waived or reduced.

The practice of Family & Children's Agency is to charge fees at each interval of the adoption process. If the adoption is, for any reason, discontinued, fees paid or incurred for services rendered up to the date of discontinuance shall not be recoverable and shall remain the obligation of the Adoptive Parent(s). Adoptive Parent(s) may only request a refund for fees paid if services have not yet been provided. Any requests for refunds must be made in writing. Family & Children's Agency agrees to return any funds to which Adoptive Parent(s) may be entitled within sixty (60) days of the completion of the delivery of services.

Adoptive Parent(s) agree to pay all fees to Family & Children's Agency within thirty (30) days of the date they receive an invoice for services. All outstanding fees for services provided must be paid in full prior to the finalization of the home study and/or adoption. Fees are payable via credit card or check.

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Applicant's Signature

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Date

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Applicant's Signature

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Date

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FCA Staff Member's Signature

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Date

## RELATIVE, STEP-PARENT, AND CO-PARENT ADOPTION FEE SCHEDULE

Connecticut Probate Courts require a brief home study in cases of relative, step-parent and co-parent adoptions. These may be prepared by licensed child placing agencies for a fee, or by the Department of Children and Families at no cost. In order to make services available to families and to cover costs of the study, Family & Children's Agency will assist families on a sliding scale based on verified household income, as follows:

Annual Income	Hourly fee
\$0 - \$36,000 per year	\$50
\$36,000 - \$36,999	\$53
\$37,000 - \$37,999	\$56
\$38,000 - \$38,999	\$59
\$39,000 - \$39,999	\$62
\$40,000 - \$40,999	\$65
\$41,000 - \$41,999	\$68
\$42,000 - \$42,999	\$71
\$43,000 - \$43,999	\$74
\$44,000 - \$44,999	\$77
\$45,000 - \$45,999	\$80
\$46,000 - \$46,999	\$83
\$47,000 - \$47,999	\$86
\$48,000 - \$48,999	\$89
\$49,000 - \$49,999	\$92
\$50,000 - \$50,999	\$95
\$51,000 - \$51,999	\$98
\$52,000 - \$52,999	\$101
\$53,000 - \$53,999	\$104
\$54,000 - \$54,999	\$107
\$55,000 - \$55,999	\$110
\$56,000 - \$56,999	\$113
\$57,000 - \$57,999	\$116
\$58,000 - \$58,999	\$119
\$59,000 - \$59,999	\$122
\$60,000 - \$61,999	\$125
\$62,000 - \$63,999	\$128
\$64,000 - \$65,999	\$131
\$66,000 - \$67,999	\$134
\$68,000 - \$69,999	\$137
\$70,000 - \$71,999	\$140
\$72,000 - \$73,999	\$143
\$74,000 - \$75,000	\$146
over \$75,000	\$150