

Application Agreement for Trauma Informed Partnering for Safety and Permanence- Deciding Together (DT)

As a prospective adoptive parent, you are about to embark upon an exciting and sometimes nerve-racking experience. At times, it will be difficult to remember all the details and information we have provided to you. We have found it helpful to put some of this information in writing so that you can refer to it throughout the adoption process.

Adoptive Parent Training is one of the first steps in the adoption process. The DT course will provide 17 hours of adoption education to prepare individuals and families to make an informed decision about becoming a prospective adoptive family. The DT curriculum is used with individuals and couples who are unable to participate in a group process because of their schedules. The philosophy of DT is based on child welfare staff, foster parents and adoptive parents working together as a team.

The decision to become an adoptive family is made with the private trainer in the home setting and is based on the capability and willingness of the individual/ family to take on the "role" and develop the skills needed to adopt. Adoptive families who make responsible decisions and grow in their new roles work best with the agency, foster families and others. These partnerships assist children and youth in having stability and permanency with a family.

The DT course requires the prospective adoptive parent(s) to:

- attend and participate in seven, one on one adoption education sessions in the home lasting 2 ½-3 hours each
- a minimum of one week must pass between each scheduled session
- complete various "homework" prior to the next one on one session

Prospective adoptive families who attend DT training will pay a total of **\$1500**. These fees are non-refundable. A payment of **\$1500** is due prior to scheduling the 1st day of class.

Regarding Deciding Together education; it is important to note:

- If more than one month goes by between scheduled sessions, the participant will be dismissed from the course without receiving a refund.
- Married couples or cohabitating couples must take the course together.
- The completion of DT training is the first step in the adoption process.
- The completion of the DT training does not guarantee a private adoption agency or the Community Based Care agency will complete your adoption home study.
- This DT training meets the requirements of Florida Administrative Code 65C-13. Through the Department of Children and Families Family Tyes Counseling and Consulting, LLC was granted a waiver to provide adoption education per Order for Case No. 18-021W.



This Application Agreement for Trauma Informed Partnering for Safety and Permanence-Deciding Together (DT) is made and entered in to on this _____ day of _____, 20____, 20____ by and between Family Tyes Counseling and Consulting, LLC (herein known as "FTCC") and

______ (client names). The mailing address for FTCC is: P.O. Box 8010, Clearwater, Florida, 33758. The mailing address for ______ is:

______. FTCC shall provide DT training in order to determine the prospective adoptive family's suitability for adoption of a child (or children) under applicable standards as governed by the laws and regulations of the State of Florida. The prospective adoptive family will pay FTCC for its time in conducting the DT training.

The certification of completion will be provided to each participant only after all required training documents and classes are completed.

The determination regarding approval or disapproval of the participant is within the sole discretion of FTCC. In the event the participant is not satisfied with the decision to deny approval, FTCC does not offer an appeal process.

The prospective adoptive family shall indemnify, defend and hold harmless FTCC from and against any and all claims, liabilities, damages, costs, expenses, actions or causes or actions arising from or related to (a) FTCC's conduct of the trainer, unless such claims, liabilities, damages costs, expenses, actions or causes of action sole arise from or relate to FTCC's gross negligence or intentional misconduct.

The prospective adoptive family understands that in the course of the training process, certain documents, considered to be confidential, may need to be made available to persons for specific purposes related to the adoption process. The prospective adoptive family authorizes FTCC to release such information as deemed necessary.

The prospective adoptive family further acknowledges that the certification of completion of DT is valid for a period of 5 years from the date on the certification. As well, the prospective adoptive family understands they must comply with all applicable adoption regulations established by the State of Florida. The applicant(s) and FTCC understand that because each party has entered in to this agreement voluntarily, either party may terminate this agreement by giving written notice to the other party.

Any dispute, controversy or claim between the parties hereto arising out of or relating to this Contract, or the breach of any term condition herein, which cannot be settled by negotiation, shall be settled by arbitration. Said arbitration is to be administered by a single arbitrator of the American Arbitration Association, under its Commercial Arbitration Rules. The judgment of the arbitrator may be entered in any court having jurisdiction thereof. The place of such arbitration shall be with Pinellas County or Pasco County, State of Florida. Further, the arbitrator shall award the prevailing party the costs of arbitration, including but not limited to reasonable attorney fees.

The withholding of information or the providing of incorrect information which is material to FTCC's legal responsibility to investigate an applicant's feasibility as a prospective adoptive parent in connection with either existing or prospective adoption proceedings are grounds for the immediate termination of this contract by FTCC and forfeiture of all payments made by the applicant to FTCC. Examples of material omissions or



misrepresentations of applicants which may prompt FTCC to terminate the contract are as follows: the withholding of information or providing of incorrect information relating to an arrest or the alleged commission of a misdemeanor or felony, or any criminal record arising out of an arrest; with withholding of information or the providing of incorrect information concerning the applicant's biographical, social-economical or medical histories.

The TIPS-DT training contract shall be governed by and construed in accordance with the laws of the State of Florida.

Adoptive Applicant I

Date

Adoptive Applicant II

Date

FTCC Managing Partner Signature Date