

# HEART AND SOUL ADOPTIONS

YOUR FULL-SERVICE LICENSED CHILD PLACEMENT AGENCY



## *Adoptive Parent Agency Agreement*

---

This Adoptive Parent Agency Agreement (the "Agreement"), is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereafter, the "Adoptive Parents") and Heart and Soul Adoptions, Inc., a Utah corporation (hereafter, the "the Agency").

### **1. DEFINITIONS**

- a. The term "Administrative Expenses" shall mean all administrative and professional services provided on behalf of the Adoptive Parents not otherwise assigned to the Adoptive Parents under the terms of this Agreement, including but not limited to personnel costs, overhead and training costs of the Agency and the costs associated with the Agency Services.
- b. The term "Agency Fee" shall mean \$27,000.00.
- c. The term "Agency Services" shall include only those services set forth in Sections 5, 6 and 7 below.
- d. The term "Birth Mother" shall mean the biological mother of the Child.
- e. The term "Birth Mother Identification Expenses" shall mean all expenses incurred by the Agency in identifying the Birth Mother as a candidate for adoptive placement.
- f. The term "Child" shall mean a child that has or is to be born and who is being considered for placement with the Adoptive Parents.
- g. The term "Confinement Expenses" shall mean those living and confinement costs and expenses incurred by the Birth Mother after the birth of the Child where it's determined that the Birth Mother is medically restricted due to the birth of the Child (for a period of time not to exceed 6 weeks post placement for a vaginal delivery and 8 weeks post placement for a C-Section), except as prohibited by Utah Admin Rule R501-7-6(C) (in which case said costs shall be paid for by the Agency as part of the Agency Fee).
- h. The term "Costs of Adoption" shall mean the sum of the Agency Fees, the Confinement Expenses, the Foster Care Expenses, the Home Study Expenses, the Legal Expenses, the Medical Expenses, the Other Expenses, the Pre-Birth Living Expenses and the Travel Expenses.
- i. The term "Final Fees" shall mean any and all expenses of the Adoptive Parents set forth herein not otherwise paid as part of the Match Fees nor the Placement Fees.
- j. The term "Foster Care Expenses" shall mean any costs or expenses associated with the Child's care during a time period where the Child is placed in temporary foster care pending Placement.
- k. The term "Home Study Expenses" shall mean those expenses incurred in the preparation of both pre placement and post placement adoptive evaluations as required under Utah Code 78B-6-128 and 129, or a similar state statute in the state where the Adoptive Parents reside.
- l. The term "Legal Expenses" shall mean any legal costs or expenses, including any court fees, incurred by the Agency in the process of seeking the adoption of the Child by the Adoptive Parents, even if such adoption is ultimately unsuccessful.
- m. The term "Match" shall mean the date and time on which the Adoptive Parents are matched with a Birth Mother or a Child, as set forth in a separate "Match Agreement" (a copy of which is attached hereto as Exhibit "A") that will be or have been entered into by

the Agency, on the one hand, and the Adoptive Parents, on the other hand.

- n. The term “Match Fees” shall mean (i) 75% of the Agency Fee; (ii) all of the Pre-Birth Living Expenses and (iii) all of the Travel Expenses anticipated at the time of the Match. The parties acknowledge that the final Pre-Birth Living Expenses and Travel Expenses may exceed these anticipated amounts.
- o. The term “Medical Expenses” shall mean all medical costs (including both for the Birth Mother and for the Child) incident to the pregnancy and the birth of the Child.
- p. The term “Other Expenses” shall mean all other expenses incident to the adoption or the attempted adoption of a Child (whether born or yet unborn), except as prohibited by Utah Admin Rule R501-7-6(C) (in which case said costs shall be paid for by the Agency as part of the Agency Fee).
- q. The term “Placement” shall mean the date and time on which the Child is formally placed with the Adoptive Parents for adoption, as set forth in a separate “Placement Agreement” (a copy of which is attached hereto as Exhibit “B”).
- r. The term “Placement Fees” shall mean (i) the remainder of the Agency Fee not paid as part of the Match Fees, (ii) all of the anticipated Medical Expenses and Confinement Expenses, (iii) all Legal Expenses not attributed to the Agency in Section 3(d) below that have been incurred to that point and (iv) any other sums still due and owing to the Agency by the Adoptive Parents at that time.
- s. The term “Pre-Birth Living Expenses” shall mean those living and confinement costs and expenses incurred by a birth parent prior to the birth of the Child which along with any counseling for the birth parents, both before and after the birth of the Child.
- t. The term “Travel Expenses” shall mean any and all travel expenses incurred by any of the following individuals: (i) an Agency representative who travels to procure the Birth Mother’s relinquishment; (ii) the Birth Mother (if she chooses to travel to Utah to give birth); (iii) any member of the Adoptive Parents’ family and (iv) any other person that travels with the Birth Mother to provide the Birth Mother with support.

## 2. ADOPTIVE PARENTS’ PORTION OF THE COSTS OF ADOPTION

The Adoptive Parents agree to pay the following Costs of Adoption in the following manner:

- a. **Confinement Expenses.** Reasonable medical and/or living expenses of the Birth Mother incurred during her “confinement” period (defined as the period of time during which the Birth Mother is medically restricted due to the birth of the Child - typically 6 weeks post-birth for a vaginal delivery and 8 weeks post-birth for a C-Section), except as prohibited by Utah Admin Rule R501-7-6(C) (in which case said costs shall be paid for by the Agency as part of the Agency Fee). **In some cases, the Agency will pay for the Confinement Expenses directly and will then seek reimbursement from the Adoptive Parents. In such a case, the Adoptive Parents agree to immediately reimburse the Agency for said costs.**
- b. **Home Study Expenses.** Any costs associated with the pre-placement home study and post-placement evaluations shall be the sole responsibility of the Adoptive Parents. These costs generally should be paid directly to the social worker who completes the study/ evaluations and vary depending on the social worker who completes them.
- c. **Legal Expenses.** Any legal costs not otherwise allocated to the Agency under Section 3(d) below shall be the responsibility of and shall be paid for by the Adoptive Parents. These costs include, but are not limited to, the following:
  - i. *Birth Parent Relinquishment/Termination Costs.* Any and all costs associated with procuring the Birth Mother’s consent to the adoption and relinquishment of her parental rights to the Child will be the responsibility of the Adoptive Parents.
  - ii. *ICWA Costs.* Except for those costs specifically allocated to the Agency under Section 3(d) below, any costs associated with compliance with or a dispute under the Indian Child Welfare Act will be the responsibility of the Adoptive Parents.
  - iii. *Finalization Expenses.* The Adoptive Parents shall be responsible to pay for any and all of the costs associated with the legal work required to finalize the adoption. Specifically, the Adoptive Parents have been instructed by the Agency to retain the services of an attorney within 7 days of the placement of the Child with the Adoptive Parents. The Agency estimates that the legal costs incident to finalizing the adoption will fall somewhere between \$500.00 and \$2,500.00. However, the Agency is in no way guaranteeing these cost ranges as the Agency has no control over what the attorney representing the Adoptive Parents may charge.
- d. **Medical Expenses.** Some birth mothers do not qualify for Medicaid and do not have their own insurance. Under these

circumstances, any Medical Expenses of the Birth Mother and the Child, if any, must be covered by the Adoptive Parents. However, in many cases the Agency will cover these costs up front and will then seek reimbursement for such from the Adoptive Parents. In other words, while the Agency may pay the Medical Expenses up front, these expenses are the responsibility of the Adoptive Parents and, therefore, the Adoptive Parents will need to reimburse the Agency therefor. The Agency estimates that the costs associated with a vaginal delivery without complication are \$6,500.00. However, this is an estimate only as the Agency has no power to affect this cost. Any additional costs, including costs resulting from medical complications to either the Birth Mother or the Child, will also be the responsibility of the Adoptive Parents. Although the Adoptive Parents will be responsible for the Child's medical expenses, all reasonable efforts will be made to ensure that the Adoptive Parents' insurance covers these expenses. The Adoptive Parents hereby acknowledge that **none of the Medical Expenses, once paid, are refundable.**

- e. **Other Expenses.** Any other costs or expenses not specifically allocated to the Agency under Section 3 below shall be the responsibility of the Adoptive Parents, except as prohibited by Utah Admin Rule R501-7-6(C) (in which case said costs shall be paid for by the Agency as part of the Agency Fee), which shall pay said fees and costs within fifteen (15) days following the date upon which the Adoptive Parents become aware of the cost, except as prohibited by Utah Admin Rule R501-7-6(C) (in which case said costs shall be paid for by the Agency as part of the Agency Fee). **In some cases, the Agency will pay for Other Expenses allocated to the Adoptive Parents directly and will then seek reimbursement from the Adoptive Parents. In such a case, the Adoptive Parents agree to immediately reimburse the Agency for said expenses.**
- f. **Pre-Birth Living Expenses.** The Adoptive Parents shall be responsible to pay all of the Pre-Birth Living Expenses at they are incurred. These costs will include any counseling costs of the birth parents. Utah law requires that the Agency offer up to three counseling sessions to a birth mother prior to her signing her relinquishment and consent. However, each state has its own requirements as to counseling which may include more or less than three counseling sessions. In addition, some birth parents may require additional counseling if the Agency determines that such is advisable for the welfare of the birth parent. **In some cases, the Agency will pay for the Pre-Birth Living Expenses directly and will then seek reimbursement from the Adoptive Parents. In such a case, the Adoptive Parents agree to immediately reimburse the Agency for said costs.**
- g. **Travel Expenses.** The Adoptive Parents are responsible to pay for all Travel Expenses incurred by the Birth Mother and the Adoptive Parents' family, where applicable. If the Birth Mother has been flown to Utah without first being Matched with the Adoptive Parents, once she is Matched with the Adoptive Parents the Agency will require the Adoptive Parents to reimburse the Agency for the costs of the Birth Mother's travel. This cost must be paid once the Birth Mother is Matched with the Adoptive Parents - NOT when the Child is born. If the Birth Mother has indicated a desire to place the Child with the Adoptive Parents before she comes to Utah, then the Agency will require the Adoptive Parents to directly pay for those travel costs. If the Birth Mother has chosen to stay in her home state, then the Adoptive Parents will be responsible for the Travel Expenses of an Agency representative to travel to the state to accomplish the relinquishment of the Birth Mother, if necessary. Or, in many cases, the Agency may elect to either have a non-agency person appointed for the purposes of taking the Birth Mother's relinquishment or follow the state's laws to accomplish the relinquishment in court. In such cases, the Adoptive Parents will be responsible for the associated costs, including without limitation, any legal costs.

### **3. COSTS OF ADOPTION COVERED BY THE AGENCY AS PART OF THE AGENCY FEE**

- a. **Administrative Expenses.** All of the Administrative Expenses shall be paid for by the Agency as part of the Agency Fee.
- b. **Birth Mother Identification Expenses.** These costs may include costs paid for birth mother referrals from other agencies or may include costs associated with advertising the Agency's services to birth mothers on the Internet and/or through phone books or other media. In any case, all of the Birth Mother Identification Expenses shall be paid for by the Agency as part of the Agency Fee.
- c. **Foster Care Expenses.** If the Child is not born in Utah, there may be a time period during which the Child will be in temporary foster care. The Foster Care Expenses incurred during this time period will be covered by the Agency as part of the Agency Fee.
- d. **Legal Expenses.** The Agency will cover only the following Legal Expenses. The Adoptive Family shall be responsible to pay for any remaining Legal Expenses:
  - i. *ICWA Relinquishment Costs.* Any costs associated with the taking of the Birth Mother's relinquishment where the Child may be an "Indian Child" as the term is defined in the Indian Child Welfare Act, will be covered by the Agency as part of the Agency Fee, except that any legal costs incurred in providing representation to the Birth Mother will be the responsibility of the Adoptive Parents.

#### 4. Payment of the Adoptive Parents' Portion of the Costs of Adoption.

The Adoptive Parents' portion of the Costs of Adoption shall be paid by the Adoptive Parents as follows:

- a. **At Match.** The Agency requires that the Adoptive Parents pay the entire Match Fee at the time of the Match. Upon payment, the full Match Fee shall become non-refundable. At Placement, all of the Match Fees shall become non-refundable, without exception. The Adoptive Parents acknowledge that much of the Match Fee will be paid out directly to cover Costs of Adoption, which will include, without limitation, Administrative Expenses of the Agency.
- b. **At Placement.** The Agency requires that the Adoptive Parents pay the entire Placement Fee at the time of Placement. Upon payment, the full Placement Fee shall become non-refundable, except that should the adoption disrupt prior to the time and date upon which the Birth Mother's relinquishment becomes irrevocable under applicable state law, for any reason, the Agency will refund to the Adoptive Parents an amount equal to the following: (i) any portion of the anticipated Medical Expenses and Confinement Expenses not already paid to cover Costs of Adoption at the time of disruption, (ii) any portion of the Legal Expenses not attributed to the Agency in Section 3(d) above that have been incurred to that point not already paid to cover Costs of Adoption at the time of disruption and (iii) fifty percent (50%) of that portion of the Agency Fees paid as part of the Placement Fees. On the time and date upon which the Birth Mother's relinquishment becomes irrevocable under applicable state law, all of the Placement Fees shall become non-refundable, without exception. The Adoptive Parents acknowledge that much of the Placement Fee will be paid out directly to cover Costs of Adoption, which will include, without limitation, Administrative Expenses of the Agency.
- c. **At the Time the Birth Mother's Relinquishment Becomes Irrevocable.** The Agency requires that the Adoptive Parents pay the entire Final Fee sum on or before the date upon which the Birth Mother's relinquishment becomes irrevocable under applicable state law. Upon payment, the full amount of the Final Fees shall become non-refundable.
- d. **Cost Disclosure at Finalization.** The disclosure will itemize the following items in connection with the adoption: (a) all legal expenses, maternity expenses, medical or hospital expenses, and living expenses that have been or will be paid to or on behalf of the pre-existing parents of the child, including the source of payment; (b) fees paid by the prospective adoptive parent or parents in connection with the adoption; (c) all gifts, property, or other items that have been or will be provided to the pre-existing parents, including the source of the gifts, property, or other items; (d) all public funds used for any medical or hospital costs in connection with the: (i) pregnancy; (ii) delivery of the child or (iii) care of the child; (e) the state of residence of the: (i) birth mother or the pre-existing parents and (ii) prospective adoptive parent or parents; (f) a description of services provided to the prospective adoptive parents or pre-existing parents in connection with the adoption; and (g) that UCA Section 76-7-203 has not been violated.

#### 5. AGENCY TO BIRTH PARENTS SERVICES

The Agency may provide all or any of the following services to the birth parents:

- a. **Agency Representation.** Only in cases where the adoption will be finalized in the state of Utah, the Agency will ensure that a representative arrives at the final hearing, prepared to participate in the hearing so that the adoption can be finalized.
- b. **Birth Parent Counseling.** Utah law requires that birth mothers be offered three (3) face to face counseling sessions prior to signing their consent to the adoption of the Child or relinquishing control or custody of the Child to the Agency. Each State has its own requirements as to how many counseling sessions are needed. Some birth mothers may require additional counseling. Prior to consent or relinquishment, the Agency shall inform the Birth Mother (and, if applicable, the birth father) that:
  - i. Their decision to sign the consent or relinquishment must be voluntary; and
  - ii. Their decision is permanent and may not be revoked after the consent or relinquishment is signed.
- c. **Birth Parent Relinquishment Services.** In every case, the Agency must work with a birth mother to obtain the Birth Mother's consent to the adoption and relinquishment of rights to the Child to the Agency. This includes meeting with the Birth Mother, explaining her rights, ensuring that her relinquishment will be voluntary and proper and helping her to transition to the issues that she will likely face following the relinquishment. Dependent upon the facts of each placement, the Agency also may be involved in a significant way in working with birth fathers who wish to relinquish their rights. The Agency, in such cases, may need to perform services similar to those provided to the Birth Mother. Prior to consent or relinquishment, the Agency shall inform the Birth Mother (and, if applicable, the birth father) that their decision to sign the consent or relinquishment must be voluntary and their decision is permanent and may not be revoked after the consent or relinquishment is signed. In addition, the Agency shall comply with the following:

- i. The Birth Mother (and, if applicable, the birth father) will be provided complete and accurate information and their decision to consent or relinquish, or not to consent or relinquish their child will be supported.
  - ii. The Agency will not induce, or persuade a birth parent to consent to adoption or to relinquish the Child through duress, undue influence, misrepresentation, or deception.
  - iii. The Agency shall wait at least twenty-four (24) hours after the birth of a child before taking the Birth Mother's relinquishment of parental rights or legal consent to the adoption of her child, in accordance with UCA Section 78B-6-125.
- d. **Additional Services.** In addition to the services listed in this Section 5, the Agency may provide all or any of the following services to the birth parents:
- i. Birth parents shall be assisted in considering whether they want to disclose their identity to the adoptee or the Adoptive Parents, or hear about or from the Child, directly or indirectly, in the future.
  - ii. Birth parents shall be offered non-identifying information on the Adoptive Parents, such as age, physical characteristics, educational achievement, family members, profession, nationality, health, and reason for adopting.
  - iii. The Agency shall inform birth parents that a detailed, non-identifying health history and a genetic and social history of the Child shall be provided to the Adoptive Parents in accordance with UCA Section 78B-6-143, and shall inform birth parents of Utah's Mutual Consent Voluntary Adoption Registry under UCA Section 78B-6-144.
  - iv. The Agency's policies regarding the consideration of religion and marital status in the selection of adoptive families shall be clearly stated in its initial consultation with birth parents and shall also be clearly stated in writing on the birth parents' application for services forms.
  - v. The Agency shall initiate proceedings to terminate or determine parental rights when required by Utah law.
  - vi. The Agency, when providing housing for expectant birth mothers, shall assure that such housing complies with the following minimum standards:
    - A. housing is in compliance with health, fire, zoning, and other applicable laws and regulations;
    - B. housing is clean, well maintained and adequately furnished;
    - C. birth mothers shall have private bedrooms;
    - D. laundry equipment and supplies shall be available; and
    - E. adequate nutritious food, or resources to obtain food, is available.
  - vii. The Agency, when providing or paying for Birth Mother's transportation to the state of Utah, shall also ensure that the Birth Mother's return transportation to their home state is provided, regardless of whether the Birth Mother decides to relinquish parental rights.
  - viii. The placement decision shall be in writing, signed by the Agency and the birth parents, and a copy shall be maintained in the case record of the birth parents, the Adoptive Parents, and the Child.

## 6. AGENCY TO CHILD SERVICES

The Agency may provide all or any of the following services to the Child:

- a. **Religious Considerations.** A child who has already established some identification with a particular religious faith shall have the right to have such identification respected in any adoptive placement. Efforts will be made to place the Child within that religious faith. This information shall be documented.
- b. Once the birth parents determine that adoption is the best plan for the Child, an assessment will be made within thirty (30) days to obtain information to assist in the placement process.
- c. A determination must be made regarding what kind of adoptive family should be selected for the Child. The selection of the Adoptive Parents for the specific Child will be based on the Adoptive Parents' ability to meet the individual needs of the Child. In

addition, the wishes of the birth parents, the Adoptive Parents, and when applicable, the Child, will be considered. This assessment will also be used to assist the Adoptive Parents to make their decision about the Placement.

- d. Where possible, a complete developmental history of the Child will be obtained from the birth parents. If the Child has been in an out-of-home placement prior to being placed with the Adoptive Parents, information obtained from caseworker observation, pediatrician, foster parents, nurses, psychologists, and other consultants shall be included. The developmental history will include:
  - i. birth and health history, and all evaluations;
  - ii. descriptions of fine and gross motor skills, social, emotional, and cognitive development;
  - iii. the Child's adaptation to previous living experiences and situations;
  - iv. the Child's experience prior to adoptive placement, particularly maternal attitudes during the pregnancy and early infancy, continuity of care and affection, foster placements, description of the Child's behavior and separation experiences;
  - v. a description of the Child's cultural and ethnic background; and
  - vi. the Child's language skills, educational records, talents and interests.
- e. A medical examination by a qualified physician will be conducted to determine the state of the Child's health, and any known or potentially significant factors that may interfere with normal development or may signal any potential medical problems. Notwithstanding anything in this Agreement to the contrary, these costs shall be considered part of the Medical Expenses. At a minimum, the following shall be documented and shared with the Adoptive Parents and the assigned Agency caseworker prior to placement:
  - i. evaluation of the Child that includes a correlation and interpretation of all available information, including but not limited to genetic and laboratory test results;
  - ii. the medical care and immunizations received to date;
  - iii. the nature and degree of any disability;
  - iv. treatment and support programs that should be provided to the Child and the Adoptive Parents, extra costs of medical care that can be anticipated, and plans to subsidize the health care.
- f. Psychological testing for the Child may be used selectively and as a tool for observation and diagnosis.
- g. Where possible, the Agency will obtain information about the birth parents and their family backgrounds to:
  - i. Provide the Adoptive Parents with the birth family's medical, genetic, social, and mental health history;
  - ii. Provide the Adoptive Parents with information about the talents, interests, and education of the birth parents;
  - iii. Provide the Adoptive Parents with non-identifying information about other children born to either of the birth parents; and
  - iv. Identify characteristics which should be given consideration in selecting and preparing the Child for an adoptive family.
- h. An interdisciplinary approach based upon the needs of the Child will be used in the Placement of the Child, either by asking other professionals to submit written recommendations or by inviting them to participate as a member of the Agency's placement committee.
  - i. The Agency shall attempt to place siblings together.
  - j. The Child shall be placed with the Adoptive Parents at the earliest time possible after being freed for adoption.
- k. The Child's needs will be assessed and a written plan will be developed to ensure that the Adoptive Parents are prepared to meet the Child's needs and necessary services are provided.
- l. The Child, while awaiting Placement, may be placed in a licensed foster or residential home or facility if Placement with the Adoptive Parents is not immediately possible as follows:



- i. The Agency shall contract with a licensed foster care program or obtain a license to provide foster care services for children in its custody, in accordance with Utah Admin. Rule R501-12 or the Child will be placed in a licensed group or residential treatment program when the Child's needs can be met only in such a setting.
  - ii. The Agency shall obtain a copy of the foster home or facility license prior to placing the Child there, and shall retain the license in the Child's case file.
- m. The Agency shall have an individualized written adoptive placement plan for the Child, which shall include:
- i. Providing the Adoptive Parents and the Child with post-finalization services or service referrals; and
  - ii. The financial and social services responsibilities of the Agency and the Adoptive Parents.
- n. A social worker will supervise the Child's placement until finalization of the adoption to assist with the transition and assist the Adoptive Parents in obtaining any needed services. A minimum of one visit will be made prior to finalization of the adoption.
- o. The needs of the Child shall determine the amount of time taken to prepare the Child for Placement. Where applicable, the Child shall be counseled regarding the Placement and shall be protected from emotional disturbances associated with sudden separation from a known situation.
- p. The Agency shall develop a written plan with the Child's current caregivers, the Adoptive Parents, and, where applicable, the Child, to facilitate the Child's transition into the home of the Adoptive Parents. The Child's stated preferences shall, if possible, be considered and honored.

## **7. AGENCY TO ADOPTIVE PARENT SERVICES**

The Agency may provide all or any of the following services to the Adoptive Parents:

- a. Counseling will be offered to the Adoptive Parents to aid in the adjustment of the Child into their home. In the case of trans-racial adoption, the Adoptive Parents will be encouraged to participate in local support groups, such as FFAAA (Families for African American Awareness). They will also be asked to complete a questionnaire regarding their readiness to parent across racial lines. The Adoptive Parents will be informed of birth parent's rights, including the rights of the birth father.
- b. The Agency will establish a family support group to aid in understanding the adoption process. The Adoptive Parents will be provided an opportunity to participate in these groups if they choose to do so.
- c. When appropriate and applicable, the Agency will assist the Adoptive Parents in their obtaining subsidies for the Child.
- d. The Agency will explain the adoption process and the birth parents' rights, including the status of the putative father, to the Adoptive Parents.
- e. The Agency will provide all available non-identifying information on the Child and on his or her birth families, including but not limited to physical descriptions, special abilities, developmental and behavioral history, personality and temperament, medical and genetic history, ethnic and cultural background, and prior placement history.
- f. The Agency will inform the Adoptive Parents of the availability of non-identifying health, genetic and social histories in accordance with Utah Code Section 78B-6-143, and Utah's Mutual Consent Voluntary Adoption Registry, Section 78B-6-144.
- g. The Agency will review all available information about the birth parents and the Child with the Adoptive Parents and encourage the selection of a child whose needs the Adoptive Parents will be able to meet.
- h. The Agency will prepare the Child and the Adoptive Parents for the placement of the Child in their home.
- i. The Agency will inform each Adoptive Parent that information about individual children in the custody of the state who are available for adoption may be obtained by contacting the Division of Child and Family Services or its internet site and shall provide a pamphlet prepared by the Division of Child and Family Services regarding adoption of children in the State's custody. The Agency will inform each Adoptive Parent that assistance may be available when adopting children in the custody of the state, including:
  - i. Medicaid coverage for medical, dental, and mental health services;

- ii. tax benefits, adoption subsidies, or other financial assistance to defray the costs of adoption; and
  - iii. training and ongoing support for the Adoptive Parents.
- j. The Agency will inform the Adoptive Parents when a child may be eligible for an adoption subsidy or benefit, including but not limited to SSI, and shall coordinate with Division of Child and Family Services to apply for the subsidy or benefit.
  - k. The Adoptive Parents will be informed, in writing, and within five (5) business days after the Agency receives notice thereof from the home study preparer, as to the acceptance or the reasons for the denial of the home study where such results in the denial of the Adoptive Parent's efforts to adopt through the Agency. The Agency shall provide applicants with a written copy of the Agency's appeal process, which shall include the right to submit a written appeal and request for reconsideration, and the right to request an additional evaluation, upon order of the court in accordance with Utah Code Section 78B-6-128.
  - l. The Agency will not make a legal risk placement unless the Adoptive Parents have first given their written consent, indicating that they have been fully informed of the specific risks involved.
  - m. Except when authorized by court order pursuant to Utah Code Section 78B-6-128, the Agency cannot place the Child in the Adoptive Parents' home until the home study has been approved and criminal and abuse background screenings have been conducted for each adult living in the home.
  - n. The Agency will provide continuing support to the Child and the Adoptive Parents after placement and before finalization of the adoption, including but not limited to:
    - i. providing or making referrals to services such as counseling, crisis intervention, respite care, and support groups;
    - ii. monitoring the Child's adjustment and development;
    - iii. assisting the Adoptive Parents in helping the Child, friends, family members, extended family members, neighbors, schools, and others understand the adoption process; and
    - iv. assisting the Adoptive Parents in understanding their feelings, understanding the Child, and adjusting to the family composition.
  - o. The frequency of home visits, office contacts, telephone calls, and other contacts by the Agency will depend on the needs of the Child and the Adoptive Parents and may vary depending whether the Child is an infant, an older child, or a child with medical or other difficulties, and whether the Adoptive Parents are faced with unanticipated problems.
  - p. The Agency will provide assistance in finalizing the adoption, unless the Agency removes the Child due to circumstances that may impair the Child's security in the family of the Adoptive Parents or jeopardize the Child's physical and emotional development, including but not limited to incompatibility; mental illness; seriously incapacitating illness; the death of one of the Adoptive Parents; the separation or divorce of the Adoptive Parents; the abuse, neglect, or rejection of the Child; the lack of attachment to the Child; or a request by the Adopting Parents to remove the Child.
  - q. If the Child is removed from the home of the Adoptive Parents by the Agency, the Adoptive Parents shall be entitled to appeal the removal decision. The Agency will provide the Adoptive Parents written notice of their right to appeal and the procedure for appeal.
  - r. Conflict of Interest. I/We understand that staff members of Heart and Soul Adoptions, who are providing the adoptive family with services may also be providing services to the birth parent(s). I understand that such an arrangement might create a conflict of interest between the concerns of the adoptive family and the birth parent(s).

#### **8. ADOPTIVE PARENTS' DUTIES FROM EFFECTIVE DATE OF THIS AGREEMENT AND THROUGH POST-PLACEMENT**

- a. **Application for Adoption.** The Adoptive Parents hereby agree and acknowledge that the information contained in their application with the Agency (the "Application") is true and correct. A copy of the Adoptive Parents' application is attached to this Agreement as Exhibit "C" and is incorporated herein by reference.
- b. **Change of Circumstances.** The Adoptive Parents have reported any material change that has taken place having to do with any representation in this Agreement, in their Application and any other event, occurrence or change of circumstances that has taken place between the date of submitting their Application to the Agency and the date of this Agreement.
- c. **Duty to Notify the Agency.** During the period between Placement of the Child and completion of the adoption, the Adoptive



Parents will fully and promptly report to the Agency any changes that take place having to do with any representation in their Application and any other events or occurrences that could relate to the stability of their marriage, the state of their health, the occupancy of their household, their family, their suitability as parent, their employment and financial circumstances, the welfare of the Child, or any other matters that their obligation of good faith to the Agency and their obligation of full and complete disclosure would indicate should be revealed to the Agency.

- d. **Agency Supervision.** The Agency will supervise the placement of the Child during the period between Placement and the finalization of the adoption ("Supervisory Period"). The Adoptive Parents will participate in and fully cooperate with such supervision by the Agency until the adoption is finalized.
- e. **Change of Residence.** The Adoptive Parents understand that changing their residence to another state prior to the judicial finalization of the adoption could jeopardize their ability to finalize this adoption. As a result, the Adoptive Parents agree that they will notify the Agency immediately should they decide to change their residence from their current state of residence, identified herein, to another state of residence.
- f. **Transfer of Custody.** The Agency does hereby transfer physical custody of the Child and the Adoptive Parents do hereby accept physical custody.
- g. **Responsibility for Child.** Except as provided in Section 9, the Adoptive Parents do hereby assume all legal and financial responsibility for the care, nurturing, support and protection of the Child, as if the Child had been born to them from and after the date of this Agreement.
- h. **Medical Expenses.** The Adoptive Parents shall maintain a policy of insurance which provides medical benefits to the Child from the date of placement through finalization. In the event the policy provides benefits to an adopted child beginning with the Child's birth, the Adoptive Parents shall assume responsibility for the Child's medical expenses from that date. In all other circumstances, the Adoptive Parents shall assume responsibility for the Child's medical expenses from the time of placement.
- i. **Legal Custody of Child.** Until the adoption of the Child is finalized, the Agency shall be the Child's legal custodian and guardian and the Agency may, in its sole and absolute discretion, request the Adoptive Parents to return the Child to the Agency. The Adoptive Parents will immediately return the Child to the Agency at any time the Agency should direct them to do so. In the event of their refusal to do so, they will pay to the Agency all reasonable costs and expenses, including but not limited to transportation costs, legal costs, and reasonable attorney's fees incurred by the Agency in regaining or attempting to regain physical custody of the Child.
- j. **Medical Care of Child.** During the Supervisory Period, the Adoptive Parents will, on a periodic basis, have the Child examined by a physician of their choice and will be responsible for providing reasonable medical care for the Child. They will keep the Agency fully advised as to the health of the Child and will cause the Child's physician to keep the Agency fully advised as to the health of the Child.
- k. **Immunizations.** The Adoptive Parents will have the Child receive timely immunizations against vaccine preventable diseases as recommended by the United States Department of Health and Human Services - Centers for Disease Control and Prevention ("CDC"), in accordance with the most current Recommended Immunization Schedule published by the CDC.
- l. **Agency Disclosure of Information and Suitability of Child for Adoption.** The Adoptive Parents have discussed with the Agency the genetic, medical, social, and emotional background of the Child, if any is then available. They understand the Agency may not have all material information regarding the background of the Child and the Child's birth parents and that the Agency cannot guarantee the Child's future physical or emotional health. The Adoptive Parents are satisfied with the information that has been provided to them by the Agency and by their own physician and they deem such information sufficient for them to make a decision regarding the adoption of the Child.
- m. **Other Children.** The Adoptive Parents will not take another child into their home for the purpose of foster care or adoption, during the Supervisory Period, without first obtaining written consent from the Agency to do so.
- n. **Risks of Placement.** The Adoptive Parents understand that the adoptive placement of the Child does not ensure success or that the adoption will proceed to finalization. Problems may arise, including but not limited to claims by birth parents, physical and emotional health problems, and problems associated with bonding between the Child and the Adoptive Parents. During the Supervisory Period, the Adoptive Parents and the Agency shall have the opportunity to evaluate this adoptive placement and either Adoptive Parent or the Agency, in their sole and absolute discretion, may determine that the adoption should not proceed to finalization.

- o. **Acknowledgement of Legal Risk.** The Adoptive Parents understand that a placement is “at legal risk” if there is a risk that they may not be able to finalize the adoption or retain custody of the Child. This may be because the Agency is unable to obtain a necessary consent of a birth parent to the adoption of the Child. The Adoptive Parents have been informed that the placement of the Child is not a legal risk placement or is a legal risk placement.
- p. **Return of Child to the Agency.** The Adoptive Parents shall immediately return the Child to the Agency, prior to the finalization of the adoption, (i) at the request of the Agency, (ii) pursuant to a court order, or (iii) if they decide not to finalize the adoption of the Child.
- q. **Responsibility for Expenses.** In the event either Adoptive Parent decides not to adopt the Child, they will nevertheless assume full responsibility for all expenses, including expenses for medical care, which were incurred by or on behalf of the Child during the time the Child was in their physical custody.
- r. **Agency Consent to Adoption.** This Agreement does not constitute consent by the Agency to the adoption of the Child by the Adoptive Parents. The Agency will not consent to adoption of the Child until such time as the Agency, in its sole and absolute discretion, after supervising the placement and carefully studying the adjustment of all parties thereto, has determined that such placement has proceeded satisfactorily, that the Adoptive Parents have complied with the terms and conditions of this Agreement, that the Adoptive Parents qualify under the Agency standards to adopt the Child, and that adoption of the Child by the Adoptive Parents is in the Child’s best interest.

**9. GRIEVANCE PROCEDURES**

If the Adoptive Parents believe that an agent or representative of the Agency has violated his or her consumer rights or any other rights of the Adoptive Parents set forth herein, the Adoptive Parents may send a written complaint to:

Heart and Soul Adoptions, Inc.  
 Consumer Rights Complaint  
 803 North 1250 West, Suite 4  
 Centerville, Utah 84014

The Agency will initially attempt to resolve the matter informally with the Adoptive Parents. If the Agency and the Adoptive Parents are unable to resolve the complaint informally within a reasonable time following receipt of the complaint (not to exceed forty-five (45) days), the Agency will send to the Adoptive Parents a written proposal to resolve the complaint. This proposal will be sent within twenty (20) business days after the efforts to resolve the matter informally have failed.

If the Adoptive Parents do not approve of this proposal, they may file their complaint with the Board of Directors of the Agency at:

Heart and Soul Adoptions, Inc.  
 c/o Board of Directors  
 803 North 1250 West, Suite 4  
 Centerville, Utah 84014

**10. MISCELLANEOUS**

- a. **No Placement Until all Fees Paid.** Each of the Adoptive Parents understands that no placement of a child for adoption can take place until all fees are paid as agreed, all steps for adoption have been completed and all other documents asked for have been received. Please note that, as discussed above, and as set forth in the “Adoptive Parents Agreement”, all fees that are paid are non-refundable. Each of the Adoptive Parents also understands that the placement of a child is not guaranteed by paying the any of the Costs of Adoption or any other fees or costs.
- b. **No Placement Until Home Study Approved.** Each of the Adoptive Parents understands and acknowledges that (i) the home-study must be approved by the Agency before a child can be placed with the Adoptive Parents’ family; (ii) the preparers of the pre-placement home study and the post-placement evaluations must find the placement to be satisfactory and must recommend that the placement continue before the Agency can finalize the adoption; and (iii) any and all costs that the Adoptive Parents are responsible for herein or elsewhere must be fully paid before the Agency can recommend finalization of the adoption.

- c. **COSTS AS ESTIMATES. THE ADOPTIVE PARENTS ACKNOWLEDGE THAT THE COST FIGURES ARE ESTIMATES PROVIDED BY THE AGENCY BASED ON ASSUMPTIONS THAT MAY OR MAY NOT TURN OUT TO BE TRUE. WE AGREE AND ACKNOWLEDGE THAT WE WILL NOT BE GIVEN A REFUND.**
- d. **Validity of Agreement:** If any portion of this Agreement is determined to be invalid or not legally binding, the remainder of the Agreement shall remain in full force and effect.
- e. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter addressed herein, and all prior and contemporaneous agreements between the parties, whether written or oral, as may relate to the same, are hereby superseded by this Agreement.
- f. **Paragraph Headings:** Paragraph headings are for the convenience of the parties only and shall not be construed as part of this Agreement.
- g. **Modification of Agreement:** This Agreement may not be altered, modified, amended or changed, in whole or in part, except by a written statement executed by the parties.
- h. **Receipt:** This Agreement has been executed in duplicate originals. The Agency acknowledges receipt of one of the duplicate originals and the Adoptive Parents acknowledge receipt of the other duplicate original.
- i. **Right to Counsel:** The Adoptive Parents have read and fully understand the terms and consequences of this Agreement. They have also had the opportunity to consult with others, including their own attorney, regarding this Agreement, and all questions they have regarding this Agreement have been answered to their satisfaction.
- j. **Terminology:** The use of the terms “they”, “their”, and “them” when referring to the Adoptive Parents, shall mean either Adoptive Parent, individually and collectively.
- k. **Assumption of Risk and Release:** THE ADOPTIVE PARENTS EXPRESSLY RELEASE AND DISCHARGE THE AGENCY, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES, AND ALL OTHER ENTITIES ASSOCIATED WITH, OWNED OR CONTROLLED BY SAID PARTIES, WITH THEIR RESPECTIVE MANAGERS, MEMBERS, DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES, FROM LIABILITY FOR ANY AND ALL CLAIMS AND DEMANDS, KNOWN OR UNKNOWN, PRESENTLY EXISTING OR WHICH MAY ARISE IN THE FUTURE, ARISING OUT OF THE ADOPTIVE PLACEMENT OF THE CHILD WITH THEM, INCLUDING, BUT NOT LIMITED TO CLAIMS RELATED TO BOARD, LODGING, MAINTENANCE OR CARE OF THE CHILD, AND CLAIMS FOR BREACH OF CONTRACT, NEGLIGENCE, AND THE INTENTIONAL OR NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS.
- l. **Pass-Through Expenses:** If The Adoptive Parents have agreed to pay birth parent expenses permitted by law through the Agency, they have deposited \$ \_\_\_\_\_ with the Agency. If these funds are not used in full, the Adoptive Parents will be reimbursed.

We, the Adoptive Parents, understand and agree that in the event we, the Adoptive Parents, terminate this Agreement, all of the fees paid to the Agency are non-refundable, as set forth in Section 4 above.

\_\_\_\_\_  
Adoptive Father

\_\_\_\_\_  
Adoptive Mother

\_\_\_\_\_  
Agency Representative