

HEART AND SOUL ADOPTIONS

YOUR FULL-SERVICE LICENSED CHILD PLACEMENT AGENCY



Adoptive Parent Agreement

Heart and Soul Adoptions, Inc. ("Agency") is a fully licensed adoption agency. We adhere to licensing policies set forth by the State Office of Licensing and the State of Utah regarding all adoption proceedings.

The Agency is pleased to be of service to _____, and this agreement is entered into this _____ day of _____, 20 _____. We will provide the following services to you:

1. Information on support groups
2. Present your birth mother profile to birth mothers
3. Birth parent counseling, both pre and post birth
4. Relinquishment services of birth parents
5. Agency representation at finalization hearings within the State of Utah
6. Interstate compact services

All services herein shall be provided in the sole discretion of the Agency and their employees best judgment. The Agency agrees to actively assist you in your adoption efforts.

FEES AND COSTS

At the time the child is placed, the balance will be due. You agree to pay all other applicable fees as stated on the attached schedule of fees for the services set forth. In any event, all fees paid to the Agency are nonrefundable, even if the adoption fails or if an adoption is unsuccessful for any reason. All fees will be explained to you and you agree to pay such fees at the time they are due.

THE FOLLOWING EXPENSES ARE EXPRESSLY NOT INCLUDED IN THE ABOVE-DESCRIBED AGENCY FEES:

1. The home study and post-placement visits are not included in the agency fees. The social worker who completes these studies will be paid at the time of service.
2. Any costs associated with travel including the birth mothers airfare if she chooses to travel to Utah. If the birth mother stays in her home State, you will be responsible for airfare to pick up the child.
3. The adoptive family is responsible for finalization. This means you need to retain an attorney immediately upon placement of the child so that attorney can start the paperwork.
4. Any medical cost associated with the baby and birth mother medical costs that exceed the limits set forth in the Fee Agreement between you and the Agency
5. If you reside in a State that requires birth parent termination, any fees associated with such will be the responsibility of the adoptive parent.

HEALTH OF THE CHILD

The Agency will use its best efforts to communicate with the birth mother and determine both her health and the expected health of the child, however, the Agency makes no guarantees as to the health of the child at birth or as the child develops. Because of the inherent risks involved in any adoption proceeding, the undersigned hereby agrees to release the Agency from any claims whatsoever regarding the health of the child or the child's development throughout the child's life.

ACKNOWLEDGEMENT OF FINANCIAL RISK

You understand and acknowledge that you may not succeed in your attempt to adopt. You understand and acknowledge that there are significant risks inherent to the adoption process. You could incur financial loss. A birth parent could change his or her mind either before or after the birth of the child. Nevertheless, all parties agree to use their best efforts to perform their respective obligations under this agreement.

CONFIDENTIALITY

The Agency will use its best efforts to preserve the confidentiality of the adoptive family as well as the confidentiality of the birth parents. The adoptive family must understand that each birth mother has different expectations as to contact and disclosure of the adoptive family identity, and such expectations of the birth mother will be discussed with the adoptive family prior to disclosures to the birth mother. The Agency cannot guarantee any arrangements for contact and exchanges of information between birth parents and adoptive parents.

CUSTODY PENDING FINALIZATION

The adoptive couple understands and agrees that the Agency will retain the legal custody of the child until the adoption is finalized, and that the Agency will not consent to the adoption until the subject child has been in the constant care and possession of the adoptive family for a minimum of six months. Additionally, a minimum of two (2) post-placement supervisory visits are required with the adoptive family and they agree to cooperate and schedule such visits with the Agency worker. The Agency considers removal of children before legal adoption only if circumstances impair their security in the family or jeopardize their physical and emotional development. These circumstances may include incompatibility, mental illness, seriously incapacitating illness, or the death of one of the adoptive parents, separation of the adoptive parents, abuse, neglect, or rejection of the child, lack of attachment to the child, and unanticipated physical or mental problem of the child, or the request by the adopting parents for the removal of the child.

BIRTH FATHER’S RIGHTS

Since it is sometimes the choice of the birth mother to travel to the State of Utah and deliver their children, there may be occasion when a birth mother has conceived in another State and has not informed the birth father of her adoption plan, or her intent to place the child with a family in the State of Utah. Because of that decision, there are inherent risks that you must understand and accept in regard to the rights of the birth father. Since the Agency takes the word of the biological mother as to the whereabouts or identity of the putative father, you understand and agree that any challenge by an out of State putative father shall be borne solely by you as the adoptive family, and may create both substantial expenses to defend and substantial risks in the placement of the subject child.

ENTIRE AGREEMENT, ATTORNEY FEES AND APPLICABLE LAW

This agreement represents the entire understanding of the parties and as such, any oral agreement shall not be enforceable. In the event of any dispute or disagreement the adoptive family agrees to pay any and all reasonable attorneys fees and costs incurred by the Agency. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

Dated this _____ day of _____, 200_____.

Adoptive Mother _____

Adoptive Father _____

Heart and Soul Adoptions, Inc. _____ Date _____