



A Full Service Licensed Child Placing Agency

Agency Services and Adoptive Parent Fee Agreement

All for Love Adoptions, Inc. is a Fully Licensed Adoption Agency in the State of Utah. We adhere to licensing policies set forth by the Utah State Office of Licensing and the State of Utah regarding all adoption proceedings. Please fill in the spaces below with your name, address and the date. The adoptive parent(s) needs to initial each paragraph after reading it.

All for Love Adoptions, Inc. is pleased to be of service to;

_____ & _____,
of _____,
this agreement is entered into this ____ day of _____, 2010.

Initials: ____ All for Love Adoptions, Inc. strives to place children in homes with families that will serve their best interest by providing love, support and an opportunity for growth and development. We expect to place beautiful children with loving families. All for Love is sensitive to the rising cost of adoptions and thus strives to keep fees as low as possible while still offering a quality program. However, we are an independent adoption agency that must remain financially solvent without sponsorship from religious, humanitarian or governmental organizations. Our agency charges the same base fee of \$23,000 for an adoption no matter the ethnicity, gender or age of the child. In the event of a multiple birth or sibling group placement, there will be an added fee of \$13,000. Please sign your initials beside each service after reviewing it: No agreement will be accepted un-

initialed, un-signed or altered by the client. If you do not agree to these terms please do not apply with our agency.

Initials: ____ The base cost of adopting a child through our agency is \$23,000. This fee includes, but is not limited to the following services (please sign your initials beside each service after reviewing it):

- Review of Home Study
- Case Management
- Locating a birth parent for you
- Advertising fees
- Information on support groups
- Presenting your profile to birth mothers
- Counseling (limited), support and education to our families
- Obtaining and reviewing proof of pregnancy, social/medical background information and medical records.
- Notification to hospital regarding an adoption plan
- Assistance with identifying an attorney or agency local to birth parent for taking consents
- Mediating with attorney or agency, adoptive family and birth parent
- Coordination of adoption plan
- Coordinating travel plans for the birth mother
- Birth parent counseling in the State of Utah, (three 50 minute sessions
- Relinquishment Services of Birth Parents within the State of Utah
- Termination of Birth Fathers Rights within the state of Utah
- Putative Father Searches in Utah & the State where the child was conceived
- Interstate Compact Services within the State of Utah
- Gathering all necessary documents for your attorney and court for finalization
- Agency representation at finalization hearings within the State of Utah
- Correspondence before, during and after placement with adoptive family, birth parent, social workers and attorney's (limited)

Initials: ____ **When fees are due-**At the time of you sending in your application to All for Love Adoptions, Inc., the required \$500.00 (non-refundable) application fee is due. Your profile or any information about you will not be presented to a birth parent until this fee has been received. When you have been matched with a birth mother All for Love Adoptions, Inc. requires a match fee of \$8,500.00. This fee is non-refundable however it will roll over to a new situation if the match fails for any reason. When it is time for you to take physical possession of your baby, you will pay to All for Love Adoptions, Inc. the remaining sum of \$14,500.00 in the form of a cashier's check or wire transfer to the agency's account. 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 non-refundable, even if the adoption fails or if the 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.

Initials: ____ **Birthmother Counseling** – Utah law requires Birthmothers to have three (3) face to face counseling sessions prior to signing their consent forms. Each state has its own requirements as to how many counseling sessions are needed. These out of state sessions will be paid for by the adoptive family. Some birth mothers may require additional counseling after the three that are provided by All for Love Adoptions, these sessions will be paid for by the adoptive family.

Initials: ____ **Advertising for Birth mothers** – All for Love Adoptions, Inc. advertises for birth mothers in phone books, internet, newspapers and other publications nationwide.

PLEASE NOTE: The following is **NOT INCLUDED** in the \$23,000 agency fee.

Initials: ____ **Home-study and post placement Visits** - You will pay for your home-study at the time it is conducted. You are also required

to pay for three post-placement visits after you have adopted (some states may require more or less visits). The post placement visits are **not** included in your home study fee and there will be a charge for mileage. The cost for your home-study is \$650.00 and post-placement visits are \$200.00. All for Love Adoptions, Inc. will conduct all post placement visits unless you are out of state or other special arrangements are made.

Initials: ____ **Travel** - The adoptive family is responsible for all travel expenses. If the birth mother has been flown to Utah without first being matched, then once she is matched we require the adoptive family to reimburse the agency for her plane ticket. This fee is paid once the birth mother is matched **NOT** when the baby is born (this fee is non refundable). If the birth mother has chosen you before she comes to Utah, then we will ask you to purchase her plane ticket. If the birth mother has chosen to stay in her state, then the adoptive family will be responsible for their airfare to that state to pick up their child.

Initials: ____ **Living Expenses** – Birth mothers often need help with pregnancy related expenses as well as help with food, rent and utilities. This is provided on a case-by-case basis as allowed by law. These expenses are non-refundable and what is allowable varies in each state. Whenever possible, adoptive families will be informed, before a match, of any expected living expenses.

Initials: ____ **Medical** – Adoptive parents are expected to cover medical expenses, including any applicable deductible incurred as a result of the birth of their child unless otherwise covered by Medicaid or the birth mother's insurance. Whenever possible, the adoptive family will be informed, in advance, if there is limited or no coverage. Please note that the majority of birth moms are eligible for Medicaid under the Medicaid Act of 2003. However, a law effective July 1, 2006 requires the birth mother to prove citizenship with an original birth certificate so there are often delays, or even

denials, to being approved for Medicaid. The agency will do everything possible to help the birth mother attain a birth certificate and get medical coverage. The Baby will/should be covered by your personal insurance. Please note that most doctors and hospitals do give a discount if paying by cash or paying the full amount at the time of service.

Initials: ____ Babies born in Utah - If your birthmother comes to Utah to have your baby, there is an additional fee of \$800.00 this fee includes: (please sign your initials beside each service after reviewing it)

- All transportation while in Utah (airport, doctor's appointments, Medicaid office, counseling sessions, shopping etc.
- Facilitation of birth mother and adoptive family meetings.
- Agency representation at all doctor's appointments.
- Advocacy services for adoptive parents at the hospital
- Direct care services for your birth mother during labor, delivery, and recovery.

Initials: ____ The use of an out of State Adoption Agency or Attorney- In the event of a birth mother not traveling to Utah to place her baby/child for adoption, the agency requires the assistance of another adoption agency or an attorney in her state and sometimes both if the birth mother is not the legal age for consents. They will facilitate the placement, take the birth parents consents and do the ICPC work for you to get back home.

Initials: ____ Legal – The adoptive family is responsible for finalization. This means you need to retain an attorney within 48 hours of returning to your home state so the attorney can start the paperwork for filing a petition to the courts. We (I) understand that no adoption can take place until all agency fees are paid in full as agreed at the time of placement. Further, all fees that are paid are non-refundable. We (I) also understand that the placement of

a child is not guaranteed by paying the agency fee. We (I) understand that our home-study must be approved by All for Love Adoptions, Inc. in order for us (me) to have a child placed with us (me). Finally the post-placement study must find the placement to be satisfactory, and any medical costs must be paid in full before All for Love Adoptions, Inc. can recommend finalization of the adoption. If you reside in a state that requires birth-parent termination, any fees associated with such will be the responsibility of the adoptive parent. Also if you are picking your child up in another state other than Utah you are also responsible for the fees for the agency or attorney in that state that will be taking the birth parent consents.

Note: You may be able to receive up to a \$12,150 Income Tax Credit. Consult your accountant or tax advisor for more information. Your insurance may also reimburse you for some medical expenses incurred by the Birth mother.

Initials: _____ Acknowledgement of Financial Risk-We (I) understand and acknowledge that you may not succeed in your attempt to adopt. We (I) understand and acknowledge that there are significant risks inherent to the adoption process. We (I) 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.

Initials: _____ Confidentiality-All for Love Adoptions, Inc. 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. All for Love Adoptions, Inc. cannot guarantee any arrangements for

contact and exchanges of information between birth parents and adoptive parents.

Initials: ____ Custody Pending Finalization- The adoptive family understands and agrees that All for Love Adoptions, Inc. will retain the legal custody of the child until the adoption is finalized, and that All for Love Adoptions, Inc. 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 three (3) post-placement supervisory visits are required with the adoptive family and they agree to cooperate and schedule such visits with an All for Love Adoptions case worker. All for Love Adoptions, Inc 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. In the event of a birth parent signing consents as a direct placement to the adoptive family, they will have legal custody of the child prior to finalization. However, post-placement supervisory visits will need to be performed by an All for Love Adoptions, Inc case worker prior to finalization.

Initials: ____ Birth Father 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 All for Love Adoptions, Inc. 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.

Initials: _____ 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 All for Love Adoptions, Inc. This Agreement shall be constructed and enforced in the accordance with the laws of the State of Utah.

The undersigned acknowledge and understand the above services and fee schedule. Each family will be presented with an individualized contract at time of acceptance into adoption plan. The individualized contract is the document of precedence regarding fees and fee structures. If no contract is issued, the family understands that fees are still due based on guidelines laid out in this agreement. Fees are subject to change without notice.

Signatures for Agency Services and Adoptive Parent Fee Agreement

Adoptive Mother

Date

Adoptive Father

Date

Robin A. Smith, Executive Director

Date