



Adoptive Family Agreement

This Adoptive Family Agreement is entered into this _____ day of _____, 20____,
By and between A Guardian Angel Adoptions, LLC, A private, licensed, child placing agency and
_____ (Adoptive Parents)

Recitals

Whereas, A Guardian Angel Adoptions, LLC is an adoption agency, duly licensed with the Utah Department of Human Services Office of Licensing;

Whereas A Guardian Angel Adoptions, LLC provides domestic adoption services;

Whereas, adoptive family desires to participate in the domestic adoption program of A Guardian Adoptions, LLC;

NOW THEREFORE, in consideration of the foregoing promises and covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement, intending to be legally bound hereby, agree as follows:

Operative Provisions

1. **Incorporation of Recitals.** The parties hereby incorporate the above recitals into this Agreement and warrant the above recitals to be true.
2. **Adoption Services.** A Guardian Angel Adoptions, LLC will provide or make available to adoptive family the following adoption services:
 - A. **Orientation.** A Guardian Angel Adoptions, LLC will provide an orientation meeting or phone call to the adoptive family to provide information and address the needs and concerns of the adoptive family.
 - B. **Application Process.** Adoptive family will be provided with the necessary forms as well as the verbal instructions to complete the application process by A Guardian Angel Adoptions, LLC. A file on said adoptive family will be opened wherein all records pertaining to this and future transactions will be recorded.
 - C. **Education.** A Guardian Angel Adoptions, LLC will provide educational opportunities as well as information on support groups for adoptive families residing in Utah.
 - D. **Outreach (Advertising).** A Guardian Angel Adoptions, LLC agrees to activate the adoptive family's file and initiate a search for an appropriate birth mother on behalf of adoptive family. A portion of the agency fee is set apart for this purpose.
 - E. **Pre-placement Evaluation (Home Study).** A home study is a required part of the adoption process and must have been completed and certified as current no more than 12 months prior to placement of the child.
 - A Guardian Angel Adoptions, LLC will provide adoptive families residing in Utah with a comprehensive pre-placement evaluation (home study) pursuant to the regulations and guidelines established by the state of Utah and A Guardian Angel Adoptions, LLC. Said evaluation shall be performed by a licensed and qualified Guardian Angel Adoptions, LLC mental health

professional. A Guardian Angel Adoptions, LLC will assist adoptive family to obtain a copy of a background investigation (BCI) and child abuse registry as part of this process. The fee for a home study is additional to the adoption fee and will be explained in the fee schedule.

- Out-of-state adoptive families agree to have a comprehensive pre-placement evaluation (home study) performed by a licensed and qualified adoption agency or social worker in their home state. The adoption evaluation must have been certified as current within the last 12 months and must include criminal and child abuse clearances that have also been certified as current within the last 12 months. Utah law requires that a home study be updated if a child has been previously placed in your home prior to a home study update. Fees for this service will be determined by the agency located in the home state of the adoptive family and are not included in A Guardian Angel Adoptions, LLC fee.
- Adoptive family must have approved home study prior to travelling to Utah or out-of-state.
- If the pre-placement evaluation expires or does not meet the standards of A Guardian Angel Adoptions, LLC Social Work Department, A Guardian Angel Adoptions, LLC will provide an update of that home study for a Utah family at an additional charge as is outlined in the fee agreement. A nonresident family coming for placement in Utah must have an approved and current home study from their home state.
- If an adoptive family requests to have A Guardian Angel Adoptions, LLC forward a copy of the home study completed by A Guardian Angel Adoptions, LLC they will do so in a timely manner, only after acquiring a home study release from the adoptive family. A Guardian Angel Adoptions, LLC does not forward home studies completed by other agencies.

F. Background Check. Adoptive family consents to a background screening for any individual 18 years or older living in the home during at any point of the year (i.e., students living at the home during the summer). If Utah residents have lived outside the state of Utah for more than five weeks at a time in the last five (5) years, fingerprints must be submitted to A Guardian Angel Adoptions, LLC. Prospective adoptive families are responsible for all fees associated with obtaining fingerprints. Adoptive family members who have the pre-placement evaluation done by another agency shall comply with the provisions of Utah or the state in which they reside. Background checks are transferable between agencies. An adoptive family may request that criminal reports be forwarded to A Guardian Angel Adoptions. However, it is the sole discretion of the sending agency to release these reports to A Guardian Angel Adoptions. Utah requires that background checks be less than 18 months old; if adoptive family lives outside of the state of Utah, the adoptive family must comply with the laws of their state in order to meet Interstate Compact rules. It is the responsibility of the adoptive family to work with their home agency to ensure criminals and abuse checks meet the requirements of the family's home state.

G. Profile Presentation. As part of the matching process, A Guardian Angel Adoptions, LLC will present birth mother/parents adoptive family profiles based upon the family meeting previously identified criteria. Adoptive family will be notified before their profile is shown to a birth mother, provided with as much information on the situation as the birth mother has provided, and be given the option as to whether their profile is shown. In the case where the birth mother has determined no specific criteria or prefers the agency to choose the adoptive family, Adoptive family understands and agrees that A Guardian Angel Adoptions, LLC has sole discretion as to which adoptive family is selected. Not showing the profile to a particular birth mother shall not be considered a breach of this Agreement.

H. Paternity Notification. A Guardian Angel Adoptions, LLC agrees to conduct a paternity search for potential birth fathers in the state of Utah. It is the responsibility of the adoptive family's attorney to conduct a paternity search in their birth mother's home state and/or state of conception. It shall not be considered a breach of the Agreement if A Guardian Angel Adoptions, LLC is unable to locate a birth father or identified birth father for the purpose of providing paternity notification.

Further, in the case of an unnamed birth father, A Guardian Angel Adoptions, LLC holds no responsibility if a birth father later attempts to assert his parental rights. Further, adoptive family understands and agrees that any legal action taken by a birth parent to contest or otherwise interfere in the completion of an adoption shall be the sole legal and financial responsibility of the adoptive family and not A Guardian Angel Adoptions, LLC. Adoptive family acknowledges and understands that each state has different requirements for terminating birth father parental rights. These requirements need to be met in order to

finalize the adoption in adoptive family's home state. Adoptive family agrees to accept responsibility for following through with any additional steps that are necessary regarding the birth father including but not limited to seeking legal counsel in the matter and in order to satisfy the requirements of their state on birth father rights.

- I. Relinquishment.** A Guardian Angel Adoptions, LLC agrees to obtain the relinquishment of the parental rights for the birth mother in the state of Utah. A Guardian Angel will conduct a paternity search in the state of Utah and will obtain relinquishment for a birth father that has traveled to Utah with the birth mother and for birth fathers who have agreed to sign such consents. In certain out-of-state placements, A Guardian Angel Adoptions, LLC will contract with a fully licensed agency, social worker or attorney in these states to provide relinquishment services. All additional fees and travel associated without out-of-state placements are the sole responsibility of adoptive family. Adoptive family understands the relinquishment will take place at the discretion of the birth mother and not A Guardian Angel Adoptions, LLC. A putative father in Utah may provide a relinquishment at any time prior to the birth mother's relinquishment. A birth mother located in Utah may not relinquish prior to 24 hours following delivery of the child. It shall not be considered a breach of this agreement if A Guardian Angel Adoptions, LLC is unable to obtain a relinquishment from a birth parent or is unable to locate a birth father for the purpose of obtaining a relinquishment.
- J. Information.** A Guardian Angel Adoptions, LLC agrees to provide the adoptive family with authorized information concerning: (a) the medical history of a child placed with adoptive family; (b) non-identifying personal information of the birth parents of a child placed with adoptive family that may include physical descriptions, special abilities, and ethnic background; (c) information including any special needs or problems of a child placed with adoptive family; and (d) characteristics of hereditary conditions of the birth parents and extended biological family of a child placed with adoptive family. Adoptive family acknowledges that A Guardian Angel Adoptions, LLC staff's knowledge comes from third party sources and that A Guardian Angel Adoptions, LLC cannot verify or warrant the accuracy of that information. Adoptive family releases A Guardian Angel Adoptions, LLC from any damages or injuries it, or a child in its custody or control, or otherwise adopted by adoptive family, may incur as a result of inaccurate or incomplete information provided to adoptive family by A Guardian Angel Adoptions, LLC concerning the child, birth parents, or the extended family.
- K. Custody.** A Guardian Angel Adoptions, LLC maintains custody of the child during the period following relinquishment and up to finalization. A Guardian Angel Adoptions, LLC will oversee the well being of the child during post-placement supervisory visits or will accept this supervision by a fully licensed adoption agency or social worker in the home state of the adoptive family. A Guardian Angel Adoptions, LLC staff has the right and responsibility to address any concerns or questions that may arise from said visits or any other alleged information that may come to the attention of A Guardian Angel Adoptions, LLC. Adoptive family understands that at any point before finalization A Guardian Angel Adoptions, LLC has the right to remove the child from adoptive family's place of residence if the continued placement is not in the best interest of the child. Adoptive family understands they may not move the residence of the child nor may a child visit another state during this time without written notification to and permission from A Guardian Angel Adoptions, LLC.
- L. Post-placement Evaluation.** A Guardian Angel Adoptions, LLC agrees to provide a minimum of two comprehensive supervisory visits. These evaluations shall be conducted by a licensed and qualified social worker and are made to assess the child's development and progress. A Guardian Angel Adoptions, LLC social workers completing post placement visits charge \$80 per visit paid directly to the social worker at time of visit.
- Out-of-Utah adoptive families must provide A Guardian Angel Adoptions, LLC with a minimum of two comprehensive post-placement evaluations within six months of placement. If adoptive family state requires more than two post placement visits, the family will be required to have these visits prior to finalization. Adoptive family agrees to contact home state social worker to determine how many visits will be required. Post placement evaluations must be performed by a licensed adoption agency or social worker in adoptive family's state of residence. Adoptive family will be responsible for all costs associated with post placement evaluations. Upon receipt of two post placement evaluations, A Guardian Angel Adoptions, LLC will provide consent and all other required documentation for adoption to Adoptive Family's attorney.

- M. Finalization.** A Guardian Angel Adoptions, LLC representative will attend the adoption finalization hearing in Utah court to provide necessary agency documentation, as well as family support for those adoptions finalized in the State of Utah and for which post-placement evaluations are done by the A Guardian Angel Adoptions, LLC. If A Guardian Angel Adoptions, LLC is unable to attend a Utah finalization because of distance, the agency will work with the attorney to waive agency appearance.

Out of state adoptive family may finalize the adoption in the Utah court district where the child was born, or where the agency is located, or in their state of residence. If the finalization is performed in a state other than Utah, A Guardian Angel Adoptions, LLC will provide a Consent of Adoption to the attorney of the adoptive family's choice following the receipt of two post placement visits that show the child is thriving in its home environment and bonding to the family.

- N. Communication with Birth Parents.** A Guardian Angel Adoptions, LLC will facilitate negotiations between the birth parents and the adoptive family concerning contact and communication prior to and following placement. Both parties will sign the Openness Agreement Form at or before the time of relinquishment and placement. Adoptive family agrees to keep A Guardian Angel Adoptions, LLC informed of a change of address or phone number to enable letters and pictures to be sent promptly and accurately. Adoptive family agrees to abide by the arrangements specified in the Openness Agreement and recognizes that they are morally bound to do so. A Guardian Angel Adoptions, LLC will assist in handling the transfer of letters, pictures, and gifts between parties. Adoptive family understands that they are responsible for all postage charges required to send packages or letters through the agency. All packages will be brought or sent to the agency ready to ship with appropriate postage. A Guardian Angel Adoptions, LLC will keep copies on file of all letters sent to birth parents if the adoptive families supply a photocopy of the letter.
- O. Interstate Compact on the Placement of Children (ICPC).** ICPC work will be provided for all adoptive families who live out of the state Utah or who have adopted a child whose birth mother lives outside the state of Utah. Utah law does not require ICPC from the birth mother's home state as long as birth mother arrives in Utah prior to delivery. Adoptive family should be aware that they will be unable to transport said child across state lines until this work is complete and further, that it may take up to 14 days to complete, as administrators in two or three states may be involved.
- P. Birth Family Services.** A Guardian Angel Adoptions, LLC agrees to provide pre- and post-adoption counseling to birth family members, plus a selected level of birth family services that may include, but is not limited to rent, utilities, limited phone services, clothing allowance, food, transportation, and other living expenses incurred during pregnancy and for the period of a birth mother's confinement following delivery. Adoptive family understands and agrees that they are responsible for reasonable expenses for those items listed above. The level of services provided for a birth family will be dependent upon the individual circumstances and will be discussed with the adoptive family prior to match. To facilitate an understanding of possible expenses, adoptive family will be presented with an agency listing of average birth family expenditures and a range of minimum to maximum expected costs.
- Q. Conflict of Interest.** I understand that staff members of A Guardian Angel Adoptions, LLC 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).
- R. Medical Services.** Adoptive family agrees to pay all medical expenses associated with the birth mother's pregnancy and delivery and for the child's medical expenses beginning at birth. In rare cases where the birth mother is on personal medical insurance or Medicaid, adoptive family agrees to pay all costs not covered by birthmother's personal medical insurance or Medicaid.
- S. Documentation.** Adoptive family agrees to provide A Guardian Angel Adoptions, LLC with all necessary information and documentation as may be required by the State of Utah, ICPC, or A Guardian Angel Adoptions, LLC in processing the adoption application and facilitating the adoption of a child. This documentation includes but is not limited to the following:

- **Letters of Reference.** Adoptive family agrees to supply no less than three references, one from a relative and two from non-relatives. Adoptive family understands and acknowledges that these letters of reference are confidential and will not be provided by A Guardian Angel Adoptions, LLC to the applicant.
 - **Verification of Medical Insurance.** Adoptive family agrees to secure a letter verifying benefits for the adopted child. This letter must state that adoptive family maintains current health coverage. It must also specifically state when the child would be added to the policy.
 - **Medical Reports.** Adoptive family agrees to provide documentation of the current health status of all adults living in the home. Their physician must complete this documentation.
 - **Change of Status.** Adoptive family agrees to notify A Guardian Angel Adoptions, LLC of any changes in their family such as pregnancy, adoption through another agency, disability or death. Adoptive family also agrees to notify A Guardian Angel Adoptions, LLC of any move or change of housing. If Adoptive family moves to a new location, changes employment, or experiences any other change in financial status or living conditions, an addendum must be added to their home study.
- T. Fees.** Adoptive family agrees to pay A Guardian Angel Adoptions, LLC the fees attached to their particular adoption according to the schedule stipulated per the fee agreement. Adoptive family agrees and understands that all fees paid are non-refundable, even should an adoption fail. Adoptive family agrees to pay specified funds in the form of a wire transfer within three (3) days of match and further agrees to pay the remaining balance at placement in the form of a cashiers check.
- U. Termination.** This agreement shall terminate upon adoptive family having had one placement with the assistance of A Guardian Angel Adoptions, LLC. This agreement shall also terminate at the discretion of A Guardian Angel Adoptions, LLC in the event the adoptive family does not meet the legal or regulatory requirements necessary for adoption in the State of Utah. Adoptive family may terminate the services provided by A Guardian Angel Adoptions, LLC at any time. Notwithstanding adoptive family's decision to terminate, any fees previously paid by adoptive family hereunder shall be forfeited to A Guardian Angel Adoptions, LLC at the discretion of A Guardian Angel Adoptions, LLC. A Guardian Angel Adoptions, LLC may terminate this agreement at any time prior to placement by giving written notice to the adoptive family.
- V. Communication with the Birth mother.** Unless adoptive family has received the consent of A Guardian Angel Adoptions, LLC adoptive family covenants and agrees not to independently contact the birth mother for any reason. Adoptive family further covenants and agrees that any and all contact with A Guardian Angel Adoptions, LLC birth mother shall be done under the supervision of an authorized A Guardian Angel Adoptions, LLC staff member.
- W. Legal Services.** A Guardian Angel Adoptions, LLC will provide for the relinquishment of birth parent rights but is not responsible to provide any additional legal services for the adoptive family. If at any point the adoption is contested, it shall be the sole responsibility of adoptive family to seek out and obtain legal counsel. A Guardian Angel Adoptions, LLC has available and will provide Utah adoptive family a list of adoption attorneys if so requested. Adoptive family understands and agrees to secure its own attorney for finalization. All fees associated with finalization are the responsibility of adoptive family.
- X. Liability.** Adoptive family agrees to release and hold A Guardian Angel Adoptions, LLC as well as all employees, staff members, Board of Directors members, and contract employees of A Guardian Angel Adoptions, LLC and the birth mother, harmless for any and all damages, losses or injuries which it incurs (1) as a result of A Guardian Angel Adoptions, LLC placing a child in the care and custody of adoptive family. Or which are otherwise sustained by adoptive family, in connection with the parties' performance under this Agreement or by conditions created thereby; (2) as a result of any child placed with the adoptive family who is born with or who contracted subsequent to birth any genetic disorder, psychological disorder, illness ailment, or disease; and (3) as a result of A Guardian Angel Adoptions, LLC, its employees, staff members, contract employees, or medical doctors retained or utilized by A Guardian Angel Adoptions, LLC who fail to diagnose or treat any genetic disorder, psychological disorder, illness, ailment, or disease in any child prior to that child being placed or after placement of the child with adoptive family.

- Y. Risk Acknowledgement.** Adoptive family understands and acknowledges the inherent risks in adoption. They understand that the birth parents are under no obligation to place the child for adoption and have the option to change their minds. Utah law states that a birth mother may not revoke her consent after it is taken unless it can be proved it was taken under duress. State adoption laws differ from state to state. Adoptive family will work with A Guardian Angel Adoptions, LLC and other adoption professionals not associated with A Guardian Angel Adoptions, LLC if an adoption takes place out-of-state.
- Z.** Adoptive family understands that, if at any point, the adoption is contested by the birth parents or any other party, adoptive family is solely responsible for any necessary legal action at their own expense.
- AA.** A Guardian Angel Adoptions, LLC is not responsible for providing legal services to the adoptive family. Adoptive family understands that A Guardian Angel Adoptions, LLC may remove a child placed with the adoptive family at any time prior to finalization if continued placement is not in the best interest of the child.
- BB.** Adoptive family understands and accepts all risks related to pursuing an adoption in conjunction with A Guardian Angel Adoptions, LLC.
- CC.** Adoptive family enters into this agreement with A Guardian Angel Adoptions, LLC of their own free will and choice.

Dated this _____ day of _____, 20_____

Printed Name of Adoptive Father

Printed Name of Adoptive Mother

Signature of Adoptive Father

Signature of Adoptive Mother

A Guardian Angel Adoptions, LLC Representative