



## 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 and will publish information on those opportunities on the web site, as well as in the newsletter. Additional information and resources are available through the staff.
  - 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. 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 may bring a home study with them from another agency but said home study must meet the comprehensive qualifications of *A Guardian Angel Adoptions, LLC* Social Work Department, and be thereby approved by said staff.
    - 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 an additional charge as is outlined in the fee agreement.
    - If adoptive family requests to have *A Guardian Angel Adoptions, LLC* send a copy of the home study elsewhere completed by *A Guardian Angel Adoptions, LLC* they will do so in a timely manner, after acquiring a release from the adoptive family to do so.
  - F. **Background Check.** Adoptive family consents to a background screening for any individual over the age of 18 living in the home during 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 at any point in the last five (5) years, fingerprints must be submitted to *A Guardian Angel Adoptions, LLC*. 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 portable between agencies and may be given directly to the person who is the subject of the report. The background check must be reviewed yearly. *A Guardian Angel Adoptions, LLC* will notify the family when they must reapply.

- G. Profile Presentation.** As part of the matching process, *A Guardian Angel Adoptions, LLC* will present birth mother/parents adoptive family profiles based upon their meeting previously identified criteria. Adoptive family will be notified before their profile is shown to a birth mother, provided with as much information as possible, 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 shown and chosen. 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 any and all birth fathers or identified potential birth fathers. 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 of the birth parents of the child both in Utah and outside of the state unless precluded by state law. 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. 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 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 one to three comprehensive supervisory visits for Utah families pursuant to the regulations and guidelines established by the State of Utah. These evaluations shall be conducted by a licensed and qualified *A Guardian Angel Adoptions, LLC* social worker and are made to assess the child's development and progress in bonding with the family. Adoptive family will be charged \$100 per visit to be paid at the time of the visit. Out-of-Utah adoptive families must provide *A Guardian Angel Adoptions, LLC* with a minimum of two comprehensive post-placement evaluations pursuant to the regulations and guidelines established by the state of Utah within six months of placement. These must be performed by a licensed adoption agency or social worker in adoptive family's state of residence. In this case adoptive family will be responsible for all costs associated with these post placement evaluations. Upon receipt of two post placement evaluations, *A Guardian Angel Adoptions, LLC* will provide consent for adoption to the court in that state.
- M. Finalization.** In most cases, adoptive parents are eligible to finalize the adoption in Utah under Utah law if adoptive parents are resident of Utah, the child was born in Utah, or one of the birth parents resides in Utah when the adoption petition is filed. Finalizing the adoption in Utah typically saves adoptive families in legal expenses and provides for a more secure adoption. It also enables a representative from *A Guardian Angel Adoptions, LLC* to attend the finalization hearing to consent to the adoption and to address any issues that the court may have. For these reasons, adoptive families are required to finalize the adoption in Utah. In rare cases, where finalizing the adoption is not legally possible, adoptive families will need to obtain express written permission from *A Guardian Angel Adoptions, LLC* before commencing proceedings to adopt the child in another state.

Following the receipt of reports of sufficient positive post placement visits that show the child is thriving in its home environment and bonding to the family, and upon completion of all of the adoptive families' obligations as set forth under this and other agreements between *A Guardian Angel Adoptions, LLC* and the adoptive family, *A Guardian Angel Adoptions, LLC* will give approval for the adoptive family to finalize the adoption. *A Guardian Angel Adoptions, LLC* representative will attend the adoption finalization hearing before a 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* staff. In rare circumstances, where the adoptive family is unable to finalize the adoption before a Utah court and *A Guardian Angel Adoptions, LLC* grants permission for the adoptive family to finalize the adoption in another state, *A Guardian Angel Adoptions, LLC* will provide the adoptive family's attorney with a written consent to the adoption and supporting documents instead of appearing at the finalization hearing, upon *A Guardian Angel Adoptions, LLC*'s approval for finalization pursuant to the conditions set forth above. Regardless of the state where the adoption is finalized, adoptive family agrees that Utah law shall apply to this Agreement and the fees

charged by *A Guardian Angel Adoptions, LLC*, and hereby waives any claim against *A Guardian Angel Adoptions, LLC*, including any claim for reimbursement of fees brought in the court of another jurisdiction.

- 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 Utah or who have adopted a child whose birth mother lives outside the state of Utah. 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. Adoptive family will receive an itemized invoice for payment of birth mother at the time of placement or within 10 days of the final assistance to the birth mother.
- 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 potential conflict of interest between the concerns of the adoptive family and the birth parent(s), and hereby waive such potential conflict of interest by signing this agreement.
- 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. *A Guardian Angel Adoptions, LLC* agrees to assist the birth mother in securing insurance to cover prenatal and delivery expenses. This, however, cannot be guaranteed. In cases where the birth mother is on personal medical insurance, or Medicaid adoptive family agrees to pay all costs not covered under the birth mother's insurance plan.
- 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, at least two coming from non-relatives and one from a family member. Adoptive family understands and acknowledges that these letters of reference are confidential and will not be shown at any point 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 update 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 cashier's check. Adoptive family agrees to follow *A Guardian Angel Adoptions, LLC* policies and procedures to resolve any dispute regarding fees.
- 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 adoptive family a list of adoption attorneys if so requested by adoptive family. Adoptive family understands and agrees to secure its own attorney for finalization.

- 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 with adoptive family.
- Y. **Failure to Comply with Provisions of This Agreement.** In the event of the failure of either party hereto to comply with any provisions of this Agreement, parties agree to reach a solution by having a neutral third-party act as a mediator, the costs of which will be shared by the two parties.
- Z. **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 until the relinquishment papers are signed. Adoptive family also 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. *A Guardian Angel Adoptions, LLC* is not responsible to provide any 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. Adoptive family understands and accepts all risks related to pursuing an adoption in conjunction with *A Guardian Angel Adoptions, LLC*. Adoptive family enters into this agreement through their own free will and choice.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Adoptive Father

\_\_\_\_\_  
Signature of Adoptive Mother

\_\_\_\_\_  
A Guardian Angel Adoptions, LLC Representative