

# **Adoptive Family Payment Agreement**

Effective November 1, 2024

Adoption Services Provided by A Guardian Angel Adoptions, LLC:

The fees you are paying for your adoption services are detailed below.

Matching Fees: \$26,000.00 due in the form of a wire transfer at the time of match.

Placement Fees: \$26,000.00 due in the form of a wire transfer prior to traveling to Utah or to your state of placement.

Non-Refundable Application Fee: \$950.00 paid at time of application. Total fees for all adoptions are capped and not to exceed \$52,950.

Fees for Adoptive Family and Expectant Parent services may or may not include:

agency overhead;

continuously available phone support;

adoption planning and coordination;

office rent and staff;

office supplies and mail services;

file setup and review;

home study review and assessment for compliance with regulations and match;

presentation and matching support;

medical coordination;

licenses;

personnel;

background screenings for staff;

training; training materials;

insurances;

case management and support;

legal services for the agency;

completion of Interstate Compact for Placement of Children if needed;

representation at finalization in Utah if required or consent for finalization for out of state families,

paternity searches in Utah;

birth certificates, marriage certificates, divorce decrees for expectant parents;

advertising/recruiting;

additional agency staff support throughout pregnancy, birth, placement and post placement;

counseling including grief, legal rights;

maternity expenses limited to pregnancy related clothing, pre-natal vitamins, other non-medical pregnancy related needs;

temporary living expenses limited to the duration of the pregnancy and approved post confinement of the pre-existing parent(s) or directly affected persons to include:

- food;
- transportation including bus passes, gasoline, car maintenance, car payments, and taxi/ride share services; luggage fees,
- housing to include furniture, supplies, maintenance, and cleaning,
- utilities and phone bills;
- reasonable incidentals;
- sufficient apparel for the weather and circumstances;
- travel between the expectant mother's or father's home and the location where the child will be born and placed;
- travel expenses for agency staff to travel to expectant mother's state of residence for placement;
- support and financial assistance during the postpartum period;
- monitoring of post placement supervision;

\*\*\* Note. Home studies and post placement visits are NOT included in these fees and are paid directly to the independent Social Worker completing your home study. Contact our Social Work Department for information regarding these fees.

The average cost over 2 years for each expense category is as follows. Advertising-\$15,500
Agency Expenses-\$16,000
Travel-\$1800
Living Expenses-\$10,000
Case Management-\$4000
Post Partem Expenses-\$4700
Total-\$52,000

# Medical Expenses:

All adoptions expenses will include some medical expenses. You will receive a list of the actual medical expense estimates as well as the contact information for each of the providers at signing. To receive the early pay discount all medical bills must be paid to the medical providers before your birth mother and baby are discharged from the hospital. If your birthmother has Utah Medicaid, you will be responsible for paying for your baby's hospital stay as well as your baby's visits by the hospital pediatrician. If your birth mother delivers in Utah and has Medicaid from her home state, her hospital delivery, and hospital stay will be covered and you will be responsible for her prenatal care and delivery fees charged by the doctor. MEDICAL FEES MUST BE PAID PRIOR TO THE DISCHARGE OF MOM AND BABY. For items billed separately (prescriptions, labs and specialty care) paid for by A Guardian Angel Adoptions you will need to bring a personal check to reimburse the agency for those charges. You will receive an itemized bill at signing.

If you are adopting a baby outside of the state of Utah, we will do our best to assist your expectant mother in getting on Medicaid, however we will always comply with Medicaid guidelines for qualifications and your expectant mother may or may not qualify.

#### **Utah Adoption Legal Fees:**

Legal fees are not included in your adoption fees and are determined by the attorney you choose to use for finalization, the process required for termination of all possible birth father's rights as well as any complications that may arise. We require that you use an attorney from the American Academy of Adoptions for birth father termination and finalization.

For out of state adoptions, 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 be working in conjunction with a fully licensed agency, social worker and/or attorney in these states to provide relinquishment services. All parties conducting legal and or social/agency work for an out of state adoption will require being retained by the Adoptive Family prior to any work on the case being done. Adoptive Family understands the relinquishment will take place at the discretion of the birth mother and not A Guardian Angel Adoptions, LLC and the fees for these services are solely the adoptive family's to pay. 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.

Adoptive Family agrees to pay all legal and or agency fees associated with a Utah adoption or any adoption out of the state of Utah. This is non-negotiable.

### Refund and/or Roll Over Policy

If you pay your matching and/or placement fees and your match fails, your funds will be handled in one of the following ways according to your situation:

- If your expectant mother does not place her baby with A Guardian Angel Adoptions, the fees you pay minus expectant
  mother expenses of \$8,500 may be rolled over to a new situation or refunded upon proof of match with another agency at
  the sole discretion of the agency.
- If your expectant mother does not place the baby with you, but the baby is placed with another adoptive family through A
  Guardian Angel Adoptions, the fees you pay may be rolled over to a new situation or refunded upon proof of match with
  another agency at the sole discretion of the agency.
- If, after being matched with a birth mom, you choose not to adopt the child for any reason, or if you in any way disrupt the
  match, the fees you have paid may be used to cover services you received at match and while matched, and to rematch or
  support your expectant mom. Any remaining portions of the fees after those obligations are met may be refunded or applied
  to a new situation at the sole discretion of the agency.
- If the child is placed in your home, then later removed for any reason, no fees will be refunded or applied to a new situation.
- If you are matched with another agency after a failed match with AGAA, please send documentation of your match from that agency and a refund minus \$8,500 in expectant mother expenses will be mailed to you within 14 days.

Adoptive Family agrees to follow A Guardian Angel Adoptions, LLC policies and procedures and this Adoptive Family Payment Agreement.

Adoptive Family agrees to pay A Guardian Angel Adoptions, LLC their adoption fees according to the schedule stipulated by the Adoptive Family Payment Agreement.

## Attorney Fees, Collection Costs, and Interest

In any case of non-payment, you agree to pay all attorney fees, court costs, filing fees, and collection costs, including charges or commissions up to 40 percent that may be charged the agency, by a collection service retained to pursue this matter. If we finalize the adoption in our home state, we agree that AGAA fees will not be contested in our home state and that all issues regarding fees should be resolved in a Utah court. We also agree to pay interest at the rate of 1 ½ percent per month (18 percent per year) on any outstanding balance.

On (date),we, pay the expenses associated with the adoption of	our baby as indicated.	, understand and agree to the information stated above and will
Signature of Adoptive Parent #1	Printed Name	Date Signed
Signature of Adoptive Parent #2	Printed Name	Date Signed
Signature of AGAA Representative	Printed Name	Date Signed