



# Adoptions From The Heart®

## ADOPTION CONTRACT

### NAME OF APs:

An Identified Adoption is an adoption which was arranged by you, or your attorney, prior to engaging the services of Adoptions From The Heart. The services provided by Adoptions From The Heart in an Identified Adoption are to both the prospective adoptive parents and the expectant parents or birth parents.

Adoptions From The Heart assumes custody and responsibility of a baby/child in an Identified adoption. The additional Agency services offered include supportive counseling for prospective adoptive parents prior to the placement and during the post-placement period until adoption finalization. Expectant parents also receive pre option counseling and post adoption counseling. Other services offered are referring expectant mothers for prenatal care, applying for medical assistance, and obtaining prenatal, hospital, and/or pediatrician medical records, as well as arranging for discharge and placement. Additionally, the Agency will secure the signed legal documents needed in an adoption, with the exception of NJ where the agency facilitates 72-hour surrenders and CT where the agency facilitates taking consents and filing with the Court, where the agency charges an additional fee. The Agency also obtains background medical and social information on both expectant parents, whenever possible.

The entire fee in an Identified Adoption is collected upon the prospective adoptive parents contracting with the Agency. Services for an Identified adoption are typically started after the initial expectant mother assessment, which may be completed separately from the Identified services. That fee will be deducted from the first portion of the Identified fee when the family decides to move ahead with Identified service. The first portion of the fee is to retain the Agency's services, inform the family of the expectant mother's intention to place the baby and for counseling for the expectant parents and their families, if they are available and interested. This fee is earned immediately. The balance will be placed in escrow until earned. The second portion of the Identified fee will be earned for services related to coordinating with the hospital, continued counseling with the expectant parents and facilitating the prospective adoptive parents' hospital experience and discharge with the baby. Or if the baby/child has already been discharged from the hospital then the fee is for handling all the preparation of placement including but not limited to gathering medical records, preparing paperwork and scheduling placement. In the case of twins or sibling placements, there will be an additional \$5,000 fee to cover the time spent on added legal and medical documentation and interstate coordination. The third portion of the fee will be earned at the time of the signing of the Placement Agreement. If the prospective adoptive parents are in the agency's service area, the fee for post-placement supervisory visits and reports is extra. If the adoption is not finalized after placement, a portion of the post-placement fee will be refunded.

Travel fees are assessed for any travel to and from meeting with an expectant or birth parent, travelling to the hospital for counseling or placement. The fees for travel will be escrowed and

billed for payment out of an escrow account. The travel fee is \$50.00 per half hour and there will be an estimate of number of visits as well as travel time involved.

If the expectant parents/biological parents need services beyond those listed above (i.e. securing housing, transportation to clinic appointments, etc.) an hourly fee will be charged or the adoptive parents may be asked to assist in lieu of this charge (i.e. find housing or a friend that she can live with). The agency also provides additional services such as a home study, home study update and the filing of the interstate compact (when an adoption crosses state lines), or securing the NJ 72-hour Surrender of Parental Rights and Consent to Adopt, or CT Consents and filing with the Court for termination of parental rights, if needed. Services for reports to the Court for finalization will be additional fee. If there is a need for on-going exchange of letters and pictures through the agency, this can be done for a full infant placement fee. All medical bills not covered by insurance for the mother and baby are the prospective adoptive parents' responsibility. *See Fee Schedule for current fees.*

Legal fees for the termination of parental rights (including if a separate hearing is required for the biological father) and finalization are the prospective adoptive family's responsibility.

I/We accept the services outlined above and agree to pay Adoptions From The Heart for them in accordance with the current fee schedule. I/We understand and acknowledge that Adoptions From The Heart is providing only the services outlined and that it did not make the match with the expectant family or otherwise arrange this adoption.

I/We understand, agree and acknowledge that the future health, medical condition, physical, emotional and/or personality traits of any child placed for adoption cannot be pre-determined or predicted. Further, we acknowledge that test results the HIV virus and/or other diseases may not be accurate until many months after birth. We also acknowledge that there is no guarantee that such conditions will not develop in the future. I/We understand that I/we accept these risks in accepting a placement.

Adoptions From The Heart agrees to advise me/us of all conditions of which it has actual knowledge prior to the time of the finalization of the adoption.

If after a placement, but before finalization, a condition develops or is made known to me/us which causes me/us to end the placement, I/we understand that no portion of the fees I/we have paid to Adoptions From The Heart for its services will be refunded and agree that Adoptions From The Heart shall not be responsible to me/us for any damages relating to the placement. In that event, we agree to release Adoptions From The Heart, its officers, directors, employees and agents from all liability and claims arising from this placement and agree to hold them harmless and indemnify them from all claims from this placement.

I/We understand and acknowledge that if a condition arises after adoption finalization that the child is mine/ours and cannot be returned to the placing agency. I/We accept such risk and agree that Adoptions From The Heart shall not be responsible to me/us or my/our child for any damages relating to any condition.

In the event that I/we file any claim or action against Adoptions From The Heart, without regard to the results, I/we agree to pay to The Adoptions From The Heart all costs it incurs in defending my/our claim or action including attorney fees, insurance premium deductibles and any increase in its liability insurance rates resulting from our claim.

### **Exclusive Jurisdiction**

The parties agree that any dispute, controversy or claim arising under or in connection with this agreement or its performance by either party shall be decided exclusively by and in the Court of Common Pleas of Montgomery County, Pennsylvania. Each party waives any objection to the personal jurisdiction of such courts and agrees that it shall be barred from asserting any such objection. Each party hereby agrees to and does hereby waive any right to assert or move for transfer of venue to any court outside the Court of Common Pleas of Montgomery County, Pennsylvania.

---

Signature of Applicant

---

Signature of Agency Representative

---

Signature of Applicant

---

Date