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## **FINANCIAL AGREEMENT BETWEEN ADOPTION ANGELS AND JOHN & JANE DOE**

### **AGENCY FEE**

**JOHN & JANE DOE** agree to pay a non-refundable agency fee of \$17,000.00 to Adoption Angels (the Agency). This fee covers the administrative, counseling and adoptive services to Birth Parent(s) and Adoptive Parent(s). The Agency fee of \$17,000.00 is payable upon the signing of this agreement.

**JOHN & JANE DOE** understand that the following expenses may be incurred, wherever appropriate, and the costs of these are NOT included in the Agency Fee:

- Cost of the adoption home study and post-placement supervisory interviews
- Travel: mileage and exact costs for lodging and food expenses for the Agency Child Placing Staff, upon receipt of submitted invoice
- All medical expenses relating to prenatal care, delivery for Birth Mother and child, and up to six weeks postpartum care for Birth Mother
- Medical expenses can be billed retroactively to **JOHN & JANE DOE**, as received by the Agency.
- All Birth parent(s) expenses related to the Adoption Plan, e.g., rent, utilities, food, clothing, personal hygiene, transportation, child care, and counseling as requested by Birth parent(s)
- Overnight mailings
- Foster care placement of child(ren)
- Investigative fees as appropriate, certified copy fees, birth certificate fees and Ad Litem attorney fees or third party attorney fees

**JOHN & JANE DOE** understand that they can decline an Adoption Plan at any point prior to Placement if the projected and actual financial obligation is beyond their financial resources. **JOHN & JANE DOE** understand that if they or the Birth parent(s) abandon the Adoption Plan, all funds, which have been disbursed, committed or guaranteed by the Agency, including travel expenses, cleaning fees and replacement of, damaged or missing items, are not recoverable. **JOHN & JANE DOE** assume this liability.

## BIRTH MOTHER ESTIMATE OF EXPENSES

**JOHN & JANE DOE** agree to pay certain living expenses incurred by the Birth Mother. Since these expenses are paid to the Birth Mother and third parties, such as utility companies, these fees are non-refundable. The Birth Mother's Estimate of Expenses (Pass-Through Expenses), which varies case by case, is payable when the commitment is made to a particular Birth Mother. The total of remaining actual and projected expenses is due at time of placement.

**JOHN & JANE DOE** further understand that the finalization of the adoption does not relieve them of financial responsibility for any and all expenses incurred by the Agency related to the Identified Adoption Plan.

**JOHN & JANE DOE** agree that in the event that they are matched with a Birth Mother, have paid the Estimate of Expenses, and that if the Birth Mother decides to parent, or declines the original Adoption Plan, the **balance** of the Birth Mother expenses is transferable to another Adoption Plan. The specific amount for expenses incurred in the original plan will be subtracted. The balance of the Birth Mother expenses and the Agency fees are transferable and NOT refundable. These amounts would be carried over (credited) to another Adoption Plan.

## LEGAL FEE

**JOHN & JANE DOE** agree to pay a non-refundable legal fee of \$3,000.00 at the time of Placement. This fee covers the legal fees associated with the preparation, filing and processing of legal documents and court appearances involving the termination of parental rights and subsequent adoption. The court filing fees, Attorney Ad Litem fees, service of process fee, newspaper publication fee are all included in the above mentioned legal fee.

The terminating of the parental rights of the Birth Parents includes:

- Waiver of interest in a child
- Relinquishment of parental rights
- Affidavit of status
- Affidavit in support of citation by publication
- Paternity registry search
- Personal service and/or citation by publication
- Statement of evidence
- Termination decree

The adoption and finalization include:

- Criminal background judicial report
- Health, educational and genetic report
- Social study judicial report
- Appointment of social study investigator
- Waiver of managing conservator
- Decree of adoption
- Birth certificate request form

Any one or combination of these legal documents is filed according to the legal circumstances of each individual termination/adoption.

#### INSURANCE COVERAGE FOR THE CHILD

**JOHN & JANE DOE** agree that as part of their eligibility requirements they must have medical insurance coverage, which guarantees coverage from the moment of birth or from the date of placement of an adoptive child. **JOHN & JANE DOE** agree to provide proof of insurance coverage to the Agency prior to placement.

**JOHN & JANE DOE** agree to be responsible for all of the child's medical expenses from the moment of placement. **JOHN & JANE DOE** understand that the Agency cannot file insurance claims on the behalf of the Adoptive Parents; however, the Agency can provide proper documentation indicating that they are authorized by the Agency to provide medical insurance coverage pursuant to the adoption of the child. **JOHN & JANE DOE** understand that the Birth Mother may have medical insurance of her own, or that she receives Medicaid benefits; however, if this coverage does not materialize **JOHN & JANE DOE** continue to be responsible to remit the projected expenses to the Agency and they are responsible for the actual medical expenses incurred.

#### SPECIAL CONDITIONS

If prior to the time that they initially contacted the Agency **JOHN & JANE DOE** have identified a specific Birth Parent(s), whose child they hope to adopt, the Director, may adjust the Agency Fee, subject to successful completion of the home study process.

**JOHN & JANE DOE** understand that the Agency has the responsibility to verify all eligibility requirements of Adoptive Parent(s). Any inappropriateness in qualifications or behavior on the part of JOHN & JANE DOE during the pre and post placement process may be grounds for terminating the Adoption Plan. **JOHN & JANE DOE** understand that the best interests of the child are paramount and these interests determine the Agency's role in this plan.

**JOHN & JANE DOE** are aware of the Texas Penal Code Statute that forbids anyone from providing the Birth parent(s) anything of value, any form of financial or material incentive other than what the Agency is allowed to expend in accordance with the Texas Department of Family and Protective Services, Minimum Standards for Child Placing Agencies.

**JOHN & JANE DOE** understand and agree to indemnify Adoption Angels under any judgment awarded against it for an outstanding debt incurred on their behalf. **JOHN & JANE DOE** further agree to pay all costs of attorney's fees, court costs and interest in connection with any lawsuit to collect on such a debt, including, but not limited to those brought by medical professionals, hospitals, accommodation providers, transportation providers, etc.

**JOHN & JANE DOE** agree to release and hold harmless Adoption Angels from all claims they may have arising out of and in connection with this adoption process, except gross negligence or fraud committed by the Agency.

I/WE HAVE READ THE ABOVE AGREEMENT AND UNDERSTAND THE CONTENTS OF THIS AGREEMENT. I/We agree to abide by all of the terms and conditions contained herein, as evidenced by our signatures below.

\_\_\_\_\_  
Adoptive Father

\_\_\_\_\_  
Adoptive Mother

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, **JOHN DOE** personally appeared, before me and acknowledged that he signed the foregoing agreement for the purposes set herein.

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, **JANE DOE** personally appeared, before me and acknowledged that she signed the foregoing agreement for the purposes set herein.

\_\_\_\_\_  
Notary Public in and for the

State of \_\_\_\_\_

Count of \_\_\_\_\_

My commission expires: \_\_\_\_\_