



ADOPTIVE PARENT AGREEMENT

This **Agreement** is entered into between the parties known as **The Adoption Alliance**, a Texas Non-Profit Organization (hereinafter called "**Agency**"), and the undersigned **Adoptive Parent(s)**. It is being executed in consideration of the mutual promises and covenants herein contained, with the understanding:

1. This agreement is not effective and there is no relationship between the parties until the adoptive parent(s) are accepted as agency clients, and the adoptive parent(s) non-refundable retainer has cleared the Agency's bank.
2. This agreement is enforceable only in San Antonio, Bexar County, Texas, the location of the corporate office of the agency.

I. AGENCY FEE

A *non-refundable* retainer of the total *Agency Fee* is to be paid at the time the Agency accepts the adoptive parent(s) as clients. After the retainer is paid to the Agency, the entire retainer becomes non-refundable for any reason whatsoever. Although the Agency may have accepted the adoptive parent(s) as clients, the adoptive parent(s) are not necessarily approved for placement at that time. All supporting documents must be in the adoptive parent(s) file before the adoptive parent(s) will be approved for placement.

The entire unpaid balance of the *Agency Fee* and *Case Expenses* shall be due and payable prior to placement. The Agency will not hold checks for deposit at a later time. All funds owing from adoptive parent(s) must be cleared through the Agency's bank account prior to interstate compact approval being sought. The adoptive parent(s) agree that under no circumstances will placement be made until all amounts owing from the adoptive parent(s) to the agency are paid in full in accordance with the terms and conditions of this agreement. Once placement of a child has been made with the adoptive parents, such remaining balance of the *Agency Fee* becomes non-refundable for any reason whatsoever.

A Case Loss Fee of \$1,000.00 shall be considered earned by the Agency for each birthparent with whom the adoptive parent(s) are matched. [Example: If the adoptive parent(s) are matched with a birthmother and the adoption plan is terminated for any reason, \$1,000.00 in additional funds shall be required to cover agency costs, thus allowing a full retainer to be transferred to a subsequently matched birthparent.]

The *Agency Fee* **does not** cover the following (but is not limited to the following):

1. financial assistance provided to birth parent(s)
2. any case related expenses
3. legal fees
4. medical costs incurred for the pregnancy and delivery
5. costs for adoption lawsuits

II. CASE EXPENSES

The adoptive parent(s) agree to make escrow deposits into the Agency's escrow account to cover medical costs, birth parent assistance, legal expenses, and all other case related expenses associated with the biological parent(s) they are matched with. At the time the adoptive parent(s) become clients, they are required to maintain a minimum account balance in the agency escrow account (amount of the minimum account balance is stipulated on your fee schedule). The initial escrow deposit for disbursements is due with the non-refundable retainer. Due to delayed medical bills and other case expenses, the adoptive parent(s) agree to maintain their minimum account balance until 90 days after their adoption finalization. At such time the adoptive parent(s) must submit a refund request for the balance on account, as well as provide the Agency with a current address.

The adoptive parent(s) agree to make additional escrow deposits *immediately* when requested by the Agency. The Agency is under no obligation whatsoever to forward support of any kind to, or on behalf of a birth parent if the funds on deposit are insufficient. The adoptive parent(s) understand the Agency has a moral duty to assist the birth parents in finding other support in the event adoptive parent(s) fail to send in the additional escrow deposit. Therefore, if such failure continues for five (5) business days after receipt of notice, such failure is hereby understood to constitute a release of the birth parents to be matched elsewhere.

Minimum Child Placing Standards allow for the Agency to legally pay reasonable expenses to, or on behalf of the birthmother, and be reimbursed therefore by the adoptive parent(s) for the following categories: housing expenses, food expenses, telephone service, utility expenses, maternity clothing, personal hygiene products, pregnancy related medical expenses, transportation directly related to a need for service, and legal fees directly related to termination of parental rights and finalization of adoption.

Once a financial needs assessment has been completed, a case estimate will be prepared and forwarded to the adoptive parent(s) for their review. The adoptive parent(s) must sign and return the case estimate and a statement of commitment for their case.

III. CONTESTED TERMINATION OF PARENTAL RIGHTS

It is understood that periodically a birth parent will contest the termination of his or her parental rights. If such occurs prior to placement, the child will be placed immediately into foster care until a court order is obtained. If such occurs after placement, the Agency will immediately notify the adoptive parent(s) individually, or through their attorney or representative. The adoptive parent(s) must decide: (1) whether or not to fight the termination contest, (2) whether or not to place the child into foster care pending the outcome of the contest, and (3) establishing financial responsibility procedures for costs incurred as a result of these decisions. The adoptive parent(s) are responsible for legal costs incurred prior to the date they make their decision.

If the adoptive parent(s) decide to fight the contest, it is understood they must execute certain documents, including but not limited to the following: (1) instructing the Agency to proceed with the contest, (2) assuming full financial responsibility for all costs incurred as a result of their decisions, and (3) making necessary fee and cost deposits required by legal counsel retained in the case. All of the foregoing is necessary because the Agency is the Managing Conservator of the child and will be the Respondent/Defendant in the litigation. The adoptive parent(s) may or may not be parties thereto.

If the Agency has not received a final decision in writing as outlined above, with all necessary documents signed, within ten (10) business days from the date the adoptive parent(s) are initially advised of the birth parent contest, the Agency is **HEREBY DIRECTED TO PROCEED AS IF THE DECISION BY THE ADOPTIVE PARENTS WAS MADE TO ABANDON THE CASE AND NOT TO FIGHT THE CONTEST.**

IV. VIOLATION OF RULES AND REGULATIONS

The adoptive parent(s) understand it would be in violation of the Departmental Regulations to make any payment to or on behalf of a biological parent other than as herein described.

The adoptive parent(s) understand and agree that should the Agency discover that any illegal payment has been made; the Agency will not be a party to the placement. The Agency will immediately notify the appropriate authority and after the relinquishment of the child (by the biological parent on whose behalf or to whom said illegal payment was made) the Agency will place the child in foster care and/or a permanent adoptive home considering only the best interests of the child.

V. MISCELLANEOUS PROVISIONS

The adoptive parent(s) understand the Agency also provides services to biological parents and by the very nature of an adoption plan, the Agency in many instances will be acting as a mediator, and as such, will not act in a prejudicial fashion to either the adoptive parent(s) or the biological parents. The Agency will perform its duties and responsibilities in this regard as set forth by the Minimum Standards for Child Placement and shall only be liable to the adoptive parent(s) for damages if the Agency is guilty of gross negligence in such performance of its duties and responsibilities. Further, should any such litigation evolve from the relationship between the adoptive parent(s) and the Agency, the successful party in such litigation shall be entitled to recover from the other party any and all costs of every kind and character including attorneys fees incurred as a result of such litigation.

The Agency will strive to the best of its ability to protect the anonymity of the adoptive parent(s) to the level adoptive parents instruct the Agency in writing. Every adoption plan is different in this regard, ranging from being totally open to being totally closed. The adoptive parent(s) understand that on rare occasions unintentional mistakes are made by hospital staff, Courthouse staff, Court staff and Agency staff. It is therefore important for adoptive parent(s) to make their wishes in this regard known to the Agency in writing as soon as possible.

As part of the adoption plan, the Agency may be required to enter into both oral and written contracts with leasing agents, physicians, counselors, attorneys, taxi companies, etc. The adoptive parent(s) agree to indemnify and hold the Agency harmless for any expenditures the Agency incurs as a result of such contracts (whether oral or written). Such indemnification shall also include any costs the Agency may incur for legal defense should the Agency be sued under one of these contracts for services provided to, or for the benefit of, the adoptive parent(s), biological parent or child placed with the adoptive parent(s).

The adoptive parent(s) understand the Agency Fee is a flat fee, and is in no way dependent on how long, or how short, the period of time the Agency works with a birth mother during her pregnancy.

The adoptive parent(s) acknowledge that they have been advised to read this document thoroughly and to review it with an attorney and/or counselors of their choice for clarification.

The adoptive parent(s) agree that by execution of this document they will abide by all of the terms and conditions set forth herein, the laws and regulations of the state of their residence, and the State of Texas governing adoptions, as well as the Interstate Compact for Placement of Children (where applicable).

The adoptive parent(s) agree to execute one copy of the Agreement and return it to the Agency for approval. Each page of this Agreement must be initialed by each adoptive

parent. Please keep a copy of this Agreement for your records.

All adoptive parent(s) funds are initially deposited into an escrow account from, which case expenses are distributed. Adoptive parent(s) will not be responsible for bank charges to maintain the account, and therefore waive any right to interest earned on such account, if any.

If you receive placement of a child through another resource, OR place your file on hold due to pregnancy OR your file is placed on hold for any reason whatsoever, your non-refundable retainer can be applied toward an adoption with the Adoption Alliance **IF** you reactivate your file within 18 months from the date your file was placed on hold. The adoptive parent(s) agree to immediately inform the Agency in writing of any reason their file should be placed on hold. If the 18 month timeframe has expired, you must submit another non-refundable retainer, at the prevailing fee structure, to pursue an adoption through the Adoption Alliance. In either event, you will be required to submit a new application, application fee and updated supporting documents.

ADOPTIVE FATHER

Signature Date

Printed Name

ADOPTIVE MOTHER

Signature Date

Printed Name