

AGREEMENT FOR ADOPTION PLACEMENT

This agreement is made the 25 day of September , 2020 , between
(hereinafter referred to as "Clients"), and Bright Star Adoptions, LLC. (hereinafter referred to as "Agency"), relating to the placement of a child for adoption. Bright Star Adoptions, LLC. is a licensed adoption agency established under the laws of the State of Arizona. Agency is working with Birth Mother who has selected Clients as the prospective adoptive parents for her unborn child to be delivered on aboutDecember (hereinafter referred to as "this adoption").
Agency Fees
Clients agree to pay Agency\$36,000.00 at the time of accepting match and signing of this contract. These fund are for adoption services as explained in Exhibit A. Other estimated expenses outlined in Exhibit A and attached hereto are also itemized for this adoption. This amount is due, via cashier's check, at the time of signing of this document and is non-refundable except as provided herein. The agency fee covers the adoption services provided by Agency. The agency fee does not cover the cost of Clients' home study, application fee, education fee, post placement and finalization of your adoption. Birth Mother living expenses, legal fees, medical expenses, the baby's medical expenses (which should be covered under Clients' own insurance). Are covered within the fee. Transitional care if needed, travel expenses incurred by Clients, separate counsel to represent Birth Mother or Birth Parents at the consent hearing, attorney fees or court costs in Clients' state of residence, finalization of the adoptive parents adoption or contested adoption matters (which may include, but not be limited to, additional attorney fees, court costs and expenses for litigation initiated by the birth mother, the birth father or any relative of any party to the adoption), all of which fees and expenses are to be paid by Clients.
The agency fee does cover counseling fees for Birth Mother, Initial Intake and Interview fee for Birth Mother,

The agency fee does cover counseling fees for Birth Mother, Initial Intake and Interview fee for Birth Mother, case worker fees. Processing and Approval of Application and Supporting Documents, Adoptive Parent(s) Initial Interview, Birthmother Relinquishment Counseling Fees, Birthparent Education Fees, Agency Placement Fees, Pre and Post-Delivery Service Coordination, Administrative Costs, Non-Placement Birthmother Counseling, Document Preparation.

If the birth mother decides to parent her child prior to relinquishing her parental rights or brings litigation after she consents, or if the birth mother miscarries, Clients agree to be responsible for birth mother living expenses, case worker fees, any court costs, legal fees or administrative expenses (such as private investigator fees, overnight shipping charges, copies, etc...) expended by the Agency during the process of this adoption. Any remaining monies after payment of the aforementioned expenses and fees will be refunded to Clients. Clients may choose to have Agency retain any remaining monies to be applied to a new adoption. Clients acknowledge that Agency cannot guarantee that a new adoption would be available at the same cost.

Bright Star Adoptions, LLC. Requests that you complete a wire transfer of funds. Please wire funds to: BBVA Compass, 2850 E Camelback Rd, Phoenix, AZ 85016. Account No. 6744014458; Routing Number: 122105744.

Birth Mother Expenses and Costs

Any and all expenses paid on behalf of Birth Mother for domiciliary expenses of any kind are non-refundable unless Birth Mother voluntarily pays the expenses back to Agency. In the event this adoption fails, Agency will ask Birth Mother to reimburse Clients; however, Agency cannot promise Clients a refund. Even though the Agency will ask Birth Mother to reimburse Clients, Clients should consider monies expended for Birth Mother's domiciliary expenses a gift, as there is no legal recourse available to Agency or to Clients by which to recover said non-refundable domiciliary expenses. Clients agree to reimburse Agency for any living expenses which it has previously paid on behalf of Birth Mother.



Prior to expenditures for Birth Mother living expenses, Agency will obtain Clients' approval, unless the expenditure is an ongoing pre-approved expenditure such as outlined on Exhibit A attached hereto or is an emergency expenditure. Any remaining monies not expended in accordance with Exhibit A attached hereto will be disbursed to Clients upon filing of the final decree. Accordingly, any monies owed by Clients to Agency will be paid to Agency before the filing of the final decree. All funds owed to agency will be paid to agency at the time of this contract is signed.

Indian Child Welfare Act

Native American, Colorado River Tribe, Our attorney stated she does not need to inform the tribe because this is a voluntary placement / Does **not** apply in this adoption.

Voluntary Foster to adopt Placement / Cradle Care

In the event that transitional care is necessary, Clients understand and acknowledge that said transitional care will be charged at the rate of \$50.00 per day, plus expenses. Clients understand and agree that they will be responsible for said expense.

Birth Mother Medical Expenses

Agency represents that Birth Mother _Has Native American ACCESS Medicaid and food stamps. Therefore, Clients will may or may not be responsible for the Birth Mother's medical expenses that may include, but may not be limited to: hospital, lab, doctor, anesthesiologist, pharmacy, out-patient, etc. Clients will be responsible for paying the medical providers directly who are not covered by Private insurance or co-payments not covered by Medicaid. When birth mother Medicaid application is approved an addendum to this contract will be made.

Home Study

Clients will obtain and pay for a home study and will provide **one original**, copy to the Agency. If the home study was completed more than one year prior to the time of placement or if significant changes have occurred, e.g. change of residence, employment, Clients will obtain an updated home study. Agency prefers this be done through a licensed child placement agency using the services of a social worker with a Masters Degree or better. Agency must have a current, valid home study before the child is placed in Clients' home and three post placement reports within six months after the child has been in the home.

Post-Placement Reports

Clients understand and acknowledge that they must schedule at least three (1 but up to 3) post placement supervisory visits prior to finalization of the adoption. (Needed for AZ) You must also participate in how ever man pp visits are needed in your home state. You will be finalizing in your home state. The visits must be monthly until time of finalization. Visits must be in-person and include all family members, visits must be in the Clients' home. Agency must receive a copy of each report in a timely fashion. At a minimum, the final post-placement report shall include a statement from the child's physician addressing the health of the child and verifying that the child is receiving good care. Clients understand that Agency is responsible for removal of the child from Clients' home if the placement is unsatisfactory. Clients shall pay that costs associated with removal of the child.

Placement Agreement

I/We agree to participate in one post placement visit and report to meet the State of Arizona rules and regulations. I /we agree to also inform Bright Star should we choose to leave the state of residence for any reason. We agree to: File an adoptive petition in accordance with Arizona Law should we reside in the state of AZ. If we live out of state, we will file for finalization in our home state. I/we agree to Participate in supervision by the placement agency / supervising agency of the child (ren) in the adoptive home until such time as decree of adoption becomes final. Agree to allow the placement / supervising agency to complete and submit a report to the court regarding the finding of the post-placement visits. Prior to finalization, the adoptive parent(s) must obtain permission of the placement agency or birth parent, as appropriate, prior to removing the child from the state. And finally agree that the child may be removed from



the adoptive placement at the discretion of either the agency or the adoptive parent(s) with good cause before the finalization of the adoption.

Attorney Fees, Court Costs, and Expenses

Please see Exhibit A.

Clients who will be finalizing in their home state, will need to contact their own attorney. All costs & attorney fees for finalization are to be paid by client. This contract does not include fees for finalization.

Travel and Related Lodging Costs for Your Family

Clients understand that Agency is not responsible for any travel related costs Clients may expend traveling to interview with Agency, or to pick up the child, and Clients will be responsible for said expenses.

Non-Correctable Medical Condition

If the child identified for this adoption or Birth Mother has a medical condition that Clients do not accept, the adoption will be determined to have failed and Agency will continue to work with Clients to place another child in their home in accordance with the Agency Fees provision hereinabove. "Medical condition" shall include, but not be limited to: Congenital heart defects, cerebral palsy, chromosomal abnormalities, Downs Syndrome, Spina bifida, fetal alcohol syndrome, sickle cell anemia, HIV, hepatitis, positive test for non-prescriptive drug, and any other abnormality deemed by the examining pediatrician selected by Clients or obstetrician treating Birth Mother to be "non-correctable". Any adoption fee's spent, i.e. living expenses, legal, counseling and casework to date are non refundable.

If a non-correctable medical condition is discovered in the child prior to finalization of this adoption, Agency will not be responsible for the child's condition or for any medical bills incurred by the child.

Nursery and Pediatric Care

Provided a non-correctable medical condition not acceptable to Clients is not determined to exist, any and all nursery care for the child identified for this adoption will be provided by Clients. The child will need to be examined by a pediatrician selected by Clients in the hospital before being discharged. If Clients fail to choose a pediatrician in a timely fashion so that the child may be appropriately cared for in the hospital, then Agency may select a pediatrician. Normally, insurance will pay these costs, but Clients should check with their carrier as to their requirements prior to delivery.

Pictures and Correspondence

After Post Placement visit have been completed, clients agree to provide our office with pictures of the child and an update regarding the child's well-being for one year, in addition to any agreement made with the birth mother. Agency requires adoptive parents to send at least 5 to 10 pictures for the birth mother and the birth father to the Agency each time that pictures are sent.

Birth Mother Disclosure and Representations

Except in the case of negligence on the part of Agency, Clients agree that Agency and/or its staff are not held liable if any information given by Birth Mother or Birth Father is false, incorrect, or misrepresented to Agency or to Clients. Agency shall report to Clients all information that is provided by Birth Parents. Further, Clients understand and agree that ultrasound results regarding the sex of a baby are not one hundred percent (100%) accurate, and Agency is not responsible for any representation from Birth Mother, Birth Father, or any medical provider regarding the sex of the child.



Medical Records

Agency shall obtain written consent to obtain medical records from Birth Mother and thereafter request copies of available medical records regarding Birth Mother including testing for HIV and Hepatitis C performed before or after delivery, and all medical records regarding the baby. Clients understand and acknowledge that some medical facilities are more cooperative than others, and Clients acknowledge that except in the case of negligence on the part of Agency, Agency and/or its staff shall not be held liable if, through diligent efforts, doctors, hospitals or other medical professionals fail to provide Agency with copies of medical records, before or after birth.

Drug Testing

Clients understand and agree that all drug testing will be performed at Clients' expense. Assessment of the necessity for drug testing will be done by medical professionals or other professionals dealing with drug usage. If Clients would like their birth mother drug tested, Clients need to contact Agency in writing and make arrangements for payment of the testing, and this is solely on the agreement of the birth mother. Frequency of testing would be dependent on test results, previous drug history, medical professional assessment, and/or Clients' wishes.

Clients agree that Agency shall be held harmless if Birth Mother is not drug tested for any reason and she and the child turn out to be drug exposed at birth.

Assumption of Risk and Release

Clients have been informed that in many adoption placement situations there are risks, which may or may not be known to them, to Agency, its staff, or others involved in assisting them in this matter. Such risks, as may be known, usually involve legal or medical issues and may be either significant or of little concern. Clients understand that notwithstanding the best efforts of Agency and its staff and consultants, all risks will not be knowable or known. However, as information is gathered by Agency in the conduct of its adoption services provided to Clients, Clients will be informed and given copies of all such information in order to permit a review of their possible relationship to this adoption and to their continued participation in the process leading to the finalization of this adoption by court order.

Agency agrees to make every reasonable effort to see that said child is both ready and available for adoption. However, Agency is unable to guarantee that, given the nature, extent and variability of whatever risks might be involved, the said child will be ready and available for adoption.

Clients, in consideration of the mutual covenants herein, agree that except in the case of negligence by Agency in the performance of their adoption services provided to Clients, Agency shall not be liable at law or in equity nor shall they bring, encourage to be brought, or instigate any legal action in the event that said child is not ready or not available for adoption. Clients understand should the birth mother change her mind and ask for the child back or discontinue adoption services prior to birth the adoptive couple loose the following fees. Legal expenses earned by attorneys, casework and counseling, living expenses and a \$5,000.00 at risk agency fee. ______ intl.

Legal Risks and Birth Parent Relinquishments

Clients understand that in Arizona, birth parents sign legal consents which is done in front of a notary and this is done 72 hours after birth. Once consents are signed in front of a notary, the birth parents cannot change their mind about the adoption unless fraud or duress exists. Understanding these outlined risks, we wish to proceed with the potential adoptive placement. If we have any questions regarding the relinquishment of parental rights, you may call our agency attorney.

In House Complaints/Mediation/Arbitration

Complaints or disputes shall be handled in order as follows: (a) in-house written complaint; (b) mediation; and lastly, (c) arbitration. Further, if a cause of action should arise out of this contract, the parties agree that Arizona law shall be used for interpretation of the contract. Clients further agree to share equally in the costs of such mediation and arbitration. Clients further agree that if they refuse mediation or arbitration when a duty to mediate and arbitrate is imposed by this



Agreement, then they may not recover attorneys' fees or costs in any litigation brought regarding this Agreement. Clients agree that if a dispute of any type should arise out of this contract, the parties to the contract shall attend binding arbitration in accordance with the rules of the American Arbitration Association in the State of Arizona. https://www.adr.org/sites/default/files/document_repository/Phoenix,%20AZ.pdf

Clients understand and agree that if Agency, in its discretion as legal guardian of the child and acting in the best interest of the child, is required to remove the child from their home, or if Clients are required to return the child to Agency, any dispute arising out of any such removal or return is not subject to the terms of this arbitration clause. **INITIAL:**

Miscellaneous Provisions

- 1. Application for Adoption. The information contained in Clients' formal application with Agency is true and correct. The application fee of \$500.00 has been received as a part of the agency fee conjunction with the signing of this contract. (__X___) WAVED
- 2. <u>Change of Circumstances.</u> Clients have reported any material change that has taken place having to do with any representation in their Application and any other event, occurrence or change of circumstances, as set forth in paragraph 3, that has taken place between the date of submitting their Application to Agency and the date of this Agreement.
- 3. Duty to Notify Agency. During the period between placement of the child and completion of the adoption, Clients will fully and promptly report to Agency any changes that take place having to do with any representation in their Application and any other events or occurrences that could relate to the stability of their marriage, the state of their health, the occupancy of their household, their family, their suitability as parents, their employment and financial circumstances, the welfare of the child, or any other matters that their obligation of good faith to Agency and their obligation of full and complete disclosure would indicate should be revealed to Agency.
- 4. <u>Change of Residence</u>. Clients understand that changing their residence to another state prior to the judicial finalization of the adoption could jeopardize their ability to finalize this adoption. They will not, prior to the finalization of the adoption, change their residence from their state of residence, identified herein, without first receiving written permission from Agency which shall not be unreasonably withheld.
- 5. Physical Custody of Child and Responsibility for Child. Subject to the determination of the medical condition of the child pursuant to this Agreement and/or the failure of this adoption, upon birth, Agency will transfer physical custody of the child to Clients and Clients will accept physical custody of the child and assume all legal and financial responsibility for the care, nurturing, support and protection of the child, as if the child had been born to them, from the date of the child's birth, unless Agency specifically agrees in writing to the contrary.
- 6. Legal Custody of Child. Until the adoption of the child is completed, Agency shall be the child's legal custodian and guardian, and Agency may request Clients to return the child to Agency. Clients will immediately return the child to Agency if it is in the best interests of the child. In the event of their refusal to do so, they will pay to Agency all reasonable costs and expenses, including but not limited to transportation costs, legal costs, and reasonable attorney's fees incurred by Agency in regaining or attempting to regain physical custody of the child if it is determined that it is in the best interests of the child to return the child to Agency. Further, in the event the child is returned to Agency, Clients understand and acknowledge that all fees and costs previously paid by Clients to agency are non-refundable and no monies will be returned to Clients.
- 7. Medical Care of Child. During the supervisory period, Clients will, on a periodic basis, have the child examined by a physician of their choice and will be responsible for providing reasonable medical care for the child. They will keep Agency fully advised as to the health of the child and will cause the child's physician to keep Agency fully advised as to the health of the child. Clients shall forward medical records of the child to the agency along with the post placement reports.



- 8. Other Children. Clients will not take another child into their home for the purpose of foster care or adoption during the supervisory period without first obtaining written consent from Agency to do so, which shall not be unreasonably withheld.
- 9. Post-Placement Supervisory Visits. Clients understand and acknowledge that they must schedule at leaste three (1 but up to 3) post placement supervisory visits prior to finalization of the adoption. The visits must be monthly until time of finalization. Visits must be in-person and include all family members, visits must be in the Clients' home. Agency must receive a copy of each report in a timely fashion. At a minimum, the final post-placement report shall include a statement from the child's physician addressing the health of the child and verifying that the child is receiving good care. Clients understand that Agency is responsible for removal of the child from Clients' home if the placement is unsatisfactory. Clients shall pay that costs associated with removal of the child.
- 10. Agency Appearance and Consent to Adoption. Prior to finalization of the adoption, Agency will file its Appearance and Consent to Adoption and provide file-stamped, certified copies to Clients and their attorney. Before issuing the Appearance and Consent, or the Consent to Adoption, Agency must have three post placement supervisory reports. Further, Clients must not have an outstanding balance due and owing to Agency.
- 11. <u>Finalization of Adoption</u>. Clients will be responsible for the payment of all costs and expenses, including attorney's fees, which they may incur in connection with the finalization of the adoption of the child. This contract does not include fees for finalization. Clients agree to provide Agency with a copy of their final decree upon finalization. Clients must finalize in their home state.
- 12. Return of Child to Agency. Should Clients decide not to finalize the adoption of the child, they will immediately notify Agency and return the child to Agency.
- 13. Responsibility for Expenses. In the event Clients decide not to adopt the child, they will nevertheless assume full responsibility for all expenses, including expenses for medical care, which were incurred by or on behalf of the child during the time the child was in their physical custody.
- 14. <u>Validity of Agreement</u>. If any portion of this Agreement is determined to be invalid or not legally binding, the remainder of the Agreement shall remain in full force and effect.
- 15. Paragraph Headings. Paragraph headings are for the convenience of the parties only and shall not be construed as part of this Agreement.
- 16. <u>Modification of Agreement</u>. This Agreement may not be altered, modified, amended or changed, in whole or in part, except by a writing executed by the parties.
- 17. <u>Right to Counsel</u>. Clients have read and fully understand the terms and consequences of this Agreement. They have also had the opportunity to consult with others, including their own attorney, regarding this Agreement, and all questions they have regarding this Agreement have been answered to their satisfaction.
- Billing Procedures. Clients understand that they may request a statement of their account with the agency at any time, but Clients also understand any statement they receive may or may not reflect all the charges to their account and should not assume it is a final and complete statement. Clients will receive a final statement and a refund of any unused funds in their escrow account (if any) following finalization of their adoption. If the cost of the adoption exceeds the original estimate, Clients understand and agree that they will receive a bill for any outstanding amount and are responsible for remitting payment prior to execution of agency consent and finalization of their adoption.

Now therefore, in consideration of the promises and covenants contained her in the parties agree as follows and must be signed at the time of placement.

1. File an adoption petition in accordance with the laws of your home state.



- A D OPTIONS
 2. Participate in supervision by the placement agency of the children in the adoptive home until such time as a decree of adoption becomes final.
 - 3. Agree to allow the placement agency to complete and submit a report to the court regarding the finding of the post placement visits.
 - 4. Agree that the child may be removed from the adoptive placement at the discretion of either Bright Star Adoptions, LLC or the adoptive parent(s) with good cause before finalization of the adoption.
 - 5. A detailed expense record will be provided to you as soon as we have the budget completed by Wendy.

Initials:
Complete Agreement
This contract contains all terms and conditions agreed to by each party and supersede all prior agreements, understandings and discussions, and constitute the complete Agreement between Agency and Clients. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Both parties shall sign any amendments to this Agreement.
Court Costs are to be paid at time of placement and will be itemized accordingly. Any additional legal fees are to be paid by client at time of services. If adoption fails for any reason, all legal work performed, social work case work and birt mother living expenses and adoption failure fee of \$5,000.00 are non refundable Initial
IN WITNESS whereof, the parties have herein signed this Agreement the date first above written.
Date
Date





EXPENSE ESTIMATE FOR BIRTH MOTHER

DUE: _December 2019_

Post Adoption Expenses (September to December)	
Hotel; 59.00 a day (\$2,500 per month)	\$8,208.00
Clothing: \$300.00	\$300.00
Food: \$20.00 a day	\$600.00
Utilities: 0	\$0
Phone: \$60.00 per month	\$180.00
Sundries: \$25.00	\$75.00
Bus Pass: \$65.00 x2	\$390.00
Total Estimated Monthly Living Expenses	\$9,753.00
ONE-TIME AND/OR PREVIOUS EXPENSES	\$650.00
BM has ACCESS Medicaid	\$0
TOTAL ESTIMATED BIRTHMOTHER EXPENSES (living and one-time): Case Manager Hours	\$10.403.00

AGENCY EXPENSES	
Processing and approval of application and supporting documents, adoptive parent(s) initial processing and approval of application and supporting documents, adoptive parent(s) initial Interview, birth mother relinquishment counseling, birth parent education, agency placement, pre and post delivery service coordination, administrative costs, non placement birthmother counseling, document preparation, counseling for the birth mother, initial intake and interviews for the birth mother, case worker, birth father counseling, birth parent education social worker for the birth mother, agency placement and pre and post delivery services coordination. Administrative costs, non-placement birth mother counseling, document preparation, advertisement, birth mother enrichment program, and birth mother support group.	\$22,097.00
Legal Fee; termination of the Birth Mother and Birth Father rights if not contested. Legal fee's for a contested adoption NOT included.	\$3,500.00

OTHER COSTS/EXPENSES	
*Child's birth certificate (\$20.00 each)	\$ 0
*Certified court copies terminating birthparents' rights	\$ 0
*Copies of birthmother's medical records (estimated)	\$0



*Private Investigator/Process Server/Publication (if needed estimated) Billed if needed.	\$0
*ICPC Preparation Packet / copies and fed ex to your state (For non-Arizona family)	
TOTAL COST OF ADOPTION	\$36,000.00

All living expenses and medical costs are itemized at the time of match and given to the client.

Should this adoption fail due to any reason; there is a \$5,000.00 failure fee. If the client chooses to stay with the agency then this failure fee is rolled over into the next adoption.

All funds not spent on living expenses, legal and social work will be returned.

We understand and acknowledge that this is an estimate only and is not a guarantee of the cost of this adoption. We understand that the Agency cannot predict the amount of casework involved as a birthmother's situation may easily change during pregnancy, necessitating more or less casework.

THIS ESTIMATE DOES NOT INCLUDE POST PLACEMENT VISITS OR FINALIZATION WHICH IS SEPARATE.

We further understand and acknowledge that the total estimated amount must be paid, via cashier's check or wire transfer, at the time of signing the contract.

Dated this day of	, 2019
Adoptive Parent	
Adoptive Parent	