



### Contents

This packet contains documents designed to give you a clearer picture of what you can expect as you adopt your child through Heart to Heart Adoptions. These documents lay out the process, the risk, and the cost of the adoption.

### Documents Included

1. Adoptive Family Orientation to Services.
2. Payment Agreement
3. Legal Risk

### Read, Sign, Send

Please read each document, sign indicating that you have read it, finally, send them to us at the address below along with you application. We must have both of these packets signed and sent back to us.

### Come Visit Us

We strongly encourage you to now come in and visit with us, if that is possible. That would give us a chance to get to know you and you to get to know us.

**SEND all information to the following address, CALL at the following phone numbers, or VISIT us.**

**Heart to Heart Adoptions, Inc.  
9669 South 700 East  
Sandy, Utah 84070**

**Phone: 801-563-1000  
Fax: 801-563-9899**

**Adoptive Family Support Line: 801-838-8007  
Toll Free: 866-68ADOPT**

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[hearttoheartadoptions.blogspot.com](http://hearttoheartadoptions.blogspot.com)*



## Adoptive Family Orientation to Services

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1. **Introduction.** Heart to Heart Adoptions Inc is a 501c(3) adoption agency, duly licensed with the Utah Department of Human Services Office of Licensing to provide domestic adoption services.
2. **Adoption Services.** Heart to Heart Adoptions Inc. will provide or make available to you (the Adoptive Family) the following adoption services:
  - A. **Orientation.** Heart to Heart Adoptions Inc. will provide this orientation packet along with an orientation meeting or visit via phone to provide information and address your needs and concerns.
  - B. **Application Process.** You will be provided with the necessary forms as well as the verbal instructions to complete the application process by Heart to Heart Adoptions Inc. A file on you will be opened wherein all records pertaining to this and future transactions will be recorded. These records include the contents of the Application and Orientation packets, the Pre-placement Evaluation (described below), the Background Check and a Profile that describes your family. Once these documents are received they will be reviewed by the Approval Committee and your application will be approved or disapproved. You will be notified by letter after the approval process is completed. If you are not approved for any reason you will receive a Denial letter. You can appeal the denial by writing a letter to the Executive Director and to the Board of Directors explaining your reasons to be reconsidered.
  - C. **Education.** Heart to Heart Adoptions will provide information and support through your Adoptive Family service workers. The adoption process is, by its very nature, emotionally challenging time. The toll-free line, 1-866-68ADOPT (866-682-3678), will be available for any questions and to help provide support.
  - D. **Pre-placement Evaluation (Home Study).** A home study is a required part of the adoption process and must have been completed and certified as current no more than 12 months prior to placement of the child.
    - Heart to Heart Adoptions Inc. will provide Adoptive Families residing in Utah with a comprehensive pre-placement evaluation (home study) pursuant to the regulations and guidelines established by the State of Utah and Heart to Heart Adoptions. Said evaluation shall be performed by a licensed and qualified Heart to Heart Adoptions Inc. social worker. Heart to Heart Adoptions Inc. will assist you to obtain a copy of a background investigation (BCI) as part of this process. The fee charged for this is additional to the adoption fee and will be explained in the fee schedule.
    - Out-of-state adoptive families need to have a comprehensive pre-placement evaluation (home study) performed by a licensed and qualified adoption agency or social worker in their home state. The adoption evaluation must have been certified as current within the last 12 months and must include a criminal clearance that has also been certified as current within the last 12 months. Fees for this service will be determined by the agency located in your home state and are not included in the Heart to Heart Adoptions Inc. fee.
    - You may provide a home study from another agency but that home study must meet the qualifications of the Heart to Heart Adoptions Inc. Social Work Department and be approved by the clinical staff.
    - If the pre-placement evaluation expires or does not meet the standards of the Heart to Heart Adoptions Inc. Social Work Department, Heart to Heart Adoptions Inc. will provide an update of that home study for an additional charge as is outlined in the fee agreement or request that you get that update through a qualified agency in your area.
    - If you choose to have Heart to Heart Adoptions Inc. send a copy of the home study completed by Heart to Heart Adoptions Inc. to another agency, we will do so in a timely manner.
  - E. **Background Check.** You must consent to a background screening for any individual over the age of 18 living in the home during any point of the year (i.e. students living at the home during the summer). If Utah residents have lived outside the state of Utah at any point in the last five (5) years, or if you are from outside of Utah and want to finalize in Utah, fingerprints must be submitted to the Federal Bureau of Investigation for clearance through the FBI criminal check. Adoptive Family members who have the pre-placement evaluation done by another agency shall comply with the provisions of Utah or the state in which they reside. Background checks are portable between agencies and may be given directly to the person who is the subject of the report. The background check must be reviewed yearly. Heart to Heart Adoptions Inc. will notify you when you must reapply.
  - F. **Outreach (Advertising)** Heart to Heart Adoptions Inc. will activate your file and watch for an appropriate birth mother on your behalf. The agency will conduct a nationwide outreach program looking for birth mothers wanting to place their children. A portion of the agency fee is set apart for this purpose.

- G. Profile Presentation** As part of the matching process, Heart to Heart Adoptions Inc. will present to birth parents your profile based upon your meeting previously identified criteria. You will be notified before your profile is shown to a birth mother, provided with as much information as possible, and be given the option as to whether the profile is shown. In the case where the birth mother has determined no specific criteria or prefers the agency to choose the adoptive family, you must understand and agree that Heart to Heart Adoptions Inc. has sole discretion as to which Adoptive Family is shown and chosen. Not showing the profile to a particular birth mother shall not be considered a lack of services.
- H. Staff Conflict of Interest** Some Heart to Heart employees, volunteers, agents, consultants, or independent contractors may provide services to both the birth parents and the adoptive families. There is a potential conflict of interest that may be inherent pursuant to such situations. You have the right to request the opportunity to work with separate employees, volunteers, agents, consultants, or independent contractors than those working with your birth parent if you feel a conflict may arise.
- \_\_\_\_\_ Please Initial: *For now we waive that right to have separate Heart to Heart employees, volunteers, agents, consultants, or independent contractors, knowing that we can request a change if we feel that it is necessary.*
- I. Match** If the situation requires matching fees, you must wire transfer the travel, living, and advertising expenses for the birth mom, within five days after being matched. Once you are matched with a birth mother, you may call and establish a relationship with her. The agency will assist with conference calls between you and the birth mother to help facilitate that relationship. The birth mother may look to you for stability and support. Do not discuss financial matters with her. If your birth mother asks you for money, either before or after the placement notify the agency and help her understand that giving her money directly will jeopardize the adoption.
- J. Paternity Notification** Heart to Heart Adoptions Inc. agrees to conduct a paternity search for any and all birth fathers or identified potential birth fathers. It shall not be considered a lack of services if Heart to Heart Adoptions Inc. is unable to locate a birth father or identified birth father for the purpose of providing paternity notification. Further, in the case of an unnamed birth father, Heart to Heart Adoptions Inc. holds no responsibility if a birth father later attempts to assert his parental rights. Further, you must understand and agree that any legal action taken by a birth parent to contest or otherwise interfere in the completion of an adoption shall be the sole legal and financial responsibility of Adoptive Family and not Heart to Heart Adoptions Inc. You need to acknowledge and understand that each state has different requirements for terminating birth father parental rights. These requirements need to be met in order to finalize the adoption in your home state. You must agree to accept responsibility for following through with any additional steps that are necessary regarding the birth father including but not limited to seeking legal counsel in the matter and in order to satisfy the requirements of your state on birth father rights.
- K. Relinquishment** Heart to Heart Adoptions Inc. 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, Heart to Heart Adoptions Inc. will contract with a fully licensed agency, social worker or attorney in these states to provide relinquishment services. You must understand the relinquishment will take place at the discretion of the birth mother and not Heart to Heart Adoptions Inc. 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 services if Heart to Heart Adoptions Inc. is unable to obtain a relinquishment from a birth parent or unable to locate a birth father for the purpose of obtaining a relinquishment.
- L. Information** Heart to Heart Adoptions Inc. agrees to provide you with authorized information concerning: (a) the medical history of a child placed with you; (b) non-identifying personal information of the birth parents of a child placed with you that may include physical descriptions, special abilities, and ethnic background; (c) information including any special needs or problems of a child placed with you; and (d) characteristics of hereditary conditions of the birth parents and extended biological family of a child placed with you. You must acknowledge that Heart to Heart Adoptions Inc. staff's knowledge comes from third party sources and that Heart to Heart Adoptions Inc. cannot verify or warrant the accuracy of that information. You release Heart to Heart Adoptions Inc. from any damages or injuries it, or a child in its custody or control, or otherwise adopted by you, may incur as a result of inaccurate or incomplete information provided to you by Heart to Heart Adoptions Inc. concerning the child, birth parents, or the extended family.
- M. Custody** Heart to Heart Adoptions Inc. maintains custody of the child during the period following relinquishment and up to finalization. Heart to Heart Adoptions Inc. will oversee the well being of the child during post-placement supervisory visits or will accept this supervision by a fully licensed adoption agency or social worker in the your home state. Heart to Heart Adoptions Inc. staff has the right and responsibility to address any concerns or questions that may arise from said visits or any other putative information that may come to the attention of Heart to Heart Adoptions Inc. You understand that at any point before finalization, Heart to Heart Adoptions Inc. has the right to remove the child from your place of residence if the continued placement is not in the best interest of the child. You understand that you may not move the residence of the child nor may a child visit another state during this time without written notification to and permission from Heart to Heart Adoptions Inc.

- N. **Interstate Compact on the Placement of Children (ICPC).** ICPC work will be provided for all Adoptive Families who live out of Utah or who have adopted a child whose birth mother lives outside the state of Utah. Adoptive Family should be aware that they will be unable to transport said child across state lines until this work is complete and further, that it may take up to 14 days to complete.
- O. **Post-placement Evaluation.**
- Heart to Heart Adoptions Inc. agrees to provide a minimum of one to three comprehensive supervisory visits for Utah families pursuant to the regulations and guidelines established by the State of Utah. These evaluations shall be conducted by a licensed and qualified Heart to Heart Adoptions Inc. social worker and are made to assess the child's development and progress in bonding with the family. The fee charged for this is additional to the adoption fee and will be explained in the fee schedule.
  - Out-of-Utah Adoptive Families must provide Heart to Heart Adoptions Inc. with a minimum of three, comprehensive post-placement evaluations pursuant to the regulations and guidelines established by the state of Utah within six months of placement. These must be performed by a licensed adoption agency or social worker in your state of residence. In this case you will be responsible for all costs associated with these post placement evaluations. Upon receipt of three positive post placement evaluations, Heart to Heart Adoptions Inc. will provide consent for adoption to the court in that state.
- P. **Finalization.**
- A Heart to Heart Adoptions Inc. Social Worker will attend the adoption finalization hearing in court to provide necessary agency documentation as well as family support for those adoptions finalized in the State of Utah
  - Out of state adoptive families may finalize the adoption in the Utah court district where the child was born, or where the agency is located, or in their state of residence. If the finalization is performed in a state other than Utah, Heart to Heart Adoptions Inc. will provide a Consent of Adoption to the attorney of your choice following the receipt of three favorable post placement visits.
- Q. **Post Placement Communication with the Birth Parents.** Heart to Heart Adoptions Inc. will facilitate negotiations between the birth parents and you, as the Adoptive Family, concerning contact and communication prior to and following placement. Both parties will sign the Openness Agreement Form at or before the time of relinquishment and placement. Adoptive Family agrees to keep Heart to Heart Adoptions Inc. informed of a change of address or phone number to enable letters and pictures to be sent promptly and accurately. Heart to Heart Adoptions Inc. will assist in handling the transfer of letters, pictures, and gifts between parties. Adoptive Family understands that they are responsible for all postage charges required to send packages or letters through the agency. All packages will be brought or sent to the agency ready to ship with appropriate postage. Heart to Heart Adoptions Inc. will keep copies on file of all letters sent to birth parents if the adoptive families supply a photocopy of the letter.
3. **Documentation** You, as the Adoptive Family, agree to provide Heart to Heart Adoptions with all necessary information and documentation as may be required by the State of Utah, ICPC, or Heart to Heart Adoptions Inc. in processing the adoption application and facilitating the adoption of a child. This documentation includes but is not limited to the following:
- **Letters of Reference.** You agree to supply no less than three references, with at least two coming from non-relatives. You understand and acknowledge that these letters of reference are confidential and will not be shown at any point to the applicant.
  - **Verification of Medical Insurance.** You agree to secure a letter verifying benefits for the adopted child. This letter must state that you maintain current health coverage. It must also specifically state when the child would be added to the policy. The letter should also outline the procedure for initiating coverage for a child who has been placed in the home.
  - **Medical Reports.** You agree to provide documentation of the current health status of all individuals living in the home. Your physician must complete this documentation.
  - **Change of Status.** You agree to notify Heart to Heart Adoptions Inc. of any changes in your family such as pregnancy, adoption through another agency, disability or death. You also agree to notify Heart to Heart Adoptions Inc. of any move or change of housing. If you move to a new location, change employment, or experience any other change in financial status or living conditions, an update must be added to your home study.
4. **Birth Family Services.** Heart to Heart Adoptions Inc. agrees to provide pre- and post-adoption counseling to birth family members, plus birth family services that may include, but are not limited to rent, utilities, limited phone services, clothing allowance, food, transportation, and other living expenses incurred during pregnancy and for the period of a birth mother's confinement following delivery. The amount of services provided for a birth family will be dependent upon the individual circumstances.

5. **Support of Your Birth Mother.** Adoptive Family has or will read the instructions included in the Hospital Guidelines and Grief Fact Sheet. They understand that the birth mom will be experiencing grief over the placement of her child and will help support her through it.
6. **Medical Services.** You, as the Adoptive Family, agree to pay all medical expenses associated with the birth mother's pregnancy and delivery and for the child's medical expenses beginning at birth. Heart to Heart Adoptions Inc. agrees to assist the birth mother in securing Medicaid or insurance to cover prenatal and delivery expenses. This, however, cannot be guaranteed. In cases where the birth mother is on personal medical insurance, or Medicaid, you agree to pay all costs not covered under the birth mother's insurance plan. Once a child is placed with you, you must agree to immediately have the child covered by your medical insurance.
7. **Fees.** You, as the Adoptive Family, agree to pay Heart to Heart Adoptions Inc. the fees attached to your particular adoption according to the schedule stipulated per the fee agreement. You agree and understand that all fees paid are non-refundable, even should an adoption fail. You agree that when matching funds apply, you will pay the specified funds in the form of a wire transfer and pay the remaining balance either prior to travel, if placement is out of state, or at placement if in Utah.
8. **Termination.** This agreement shall terminate upon you, as the Adoptive Family, having had one placement with the assistance of Heart to Heart Adoptions Inc. This agreement shall also terminate at the discretion of Heart to Heart Adoptions Inc. in the event the Adoptive Family does not meet the legal or regulatory requirements necessary for adoption in the State of Utah. You may terminate the services provided by Heart to Heart Adoptions Inc. at any time. Notwithstanding your decision to terminate, any fees previously paid by you shall be forfeited to Heart to Heart Adoptions Inc. At Heart to Heart Adoptions Inc. discretion, Heart to Heart Adoptions Inc. may terminate this agreement at any time prior to placement by giving written notice to you.
9. **Legal Services.** Heart to Heart Adoptions Inc. will provide for the relinquishment of birth parent rights but is not responsible to provide any additional legal services for the Adoptive Family. If at any point the adoption is contested, it shall be your sole responsibility to seek out and obtain legal counsel. Heart to Heart Adoptions Inc. has available and will provide you with a list of adoption attorneys, if so requested. You understand and agree to secure your own attorney for finalization.
10. **Liability.** You, as the Adoptive Family, agree to release and hold Heart to Heart Adoptions Inc. as well as all employees, staff members, Board of Directors members, and contract employees of Heart to Heart Adoptions Inc. and the birth mother, harmless for any and all damages, losses or injuries which you incur from any of the following:
  - (1) As a result of Heart to Heart Adoptions Inc. placing a child in your care and custody. Or which are otherwise sustained by you, in connection with the parties' performance of these services or by conditions created thereby;
  - (2) As a result of any child placed with you who is born with or who contracted subsequent to birth any genetic disorder, psychological disorder, illness ailment, or disease and
  - (3) As a result of Heart to Heart Adoptions Inc., its employees, staff members, contract employees, or medical doctors retained or utilized by Heart to Heart Adoptions Inc. who fail to diagnose or treat any genetic disorder, psychological disorder, illness, ailment, or disease in any child prior to that child being placed with you.
11. **Risk Acknowledgement.** You understand and acknowledge the inherent risks in adoption. You understand that the birth parents are under no obligation to place the child for adoption and have the option to change their minds until the relinquishment papers are signed. You also understand that, if at any point, the adoption is contested by the birth parents or any other party; you are solely responsible for any necessary legal action at your own expense. Heart to Heart Adoptions Inc. is not responsible to provide any legal services to you. You understand that Heart to Heart Adoptions Inc. may remove a child placed with you at any time prior to finalization if continued placement is not in the best interest of the child. You understand and accept all risks related to pursuing adoption in conjunction with Heart to Heart Adoptions Inc. You enter into this relationship and accept these services through your own free will and choice.
12. **Grievance and Complaint Procedure**
  - (1) You have the right to submit a written grievance or complaint to the Executive Director of Heart to Heart Adoptions, Inc.
  - (2) You will be given an opportunity to meet in person with the adoptive family program director and the executive director to express your grievance or complaint within five working days of receiving the written grievance or complaint.
  - (3) If you do not think a satisfactory understanding of the situation has been reached you may contact the Board of Directors of Heart to Heart Adoptions and file a formal complaint.

*We have read and understand the information above and have taken the opportunity to discuss any concerns that we may have.*

**ADOPTIVE FATHER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**ADOPTIVE MOTHER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



## ADOPTION PAYMENT AGREEMENT

### APPLICATION OR ACTIVATION FEE: **\$0 No Application Fee**

There are no fees due until you are matched with a birthmother.

### HOME STUDY FEE:

- Home Study- We do home studies anywhere in Utah for \$750. The fee should be paid prior to the initial home visit or given to the Social Worker at the time of the visit. If travel is greater than 50 miles, mileage will be added.
- Home Studies from other Agencies- If your home study is current, and meets all Heart to Heart Adoption standards, we accept it from other agencies. All supporting documents are needed including BCI and references.
- If the home study is out of date but less than 2 years old, we will update it for \$250.
- If the home study is more than 2 years old, we will redo it for \$450.
- Post placement visits- We do post placement visits for \$150 per visit. We require 2-3 post placement visits on all placements done through the agency. We will do post placements visits for all in state placements.

### TOTAL AGENCY FEES: **\$17,000 to \$30,500** This is a flat fee that covers all services provided by Heart to Heart Adoptions.

Following is a list of those services. This is not an inclusive list of all services provided. In addition, not all services are provided to in each situation.

### BIRTH PARENTS SERVICES:

Covers the services generally provided to Birth Parents. Including but not limited to:

- Advertising, location of birthparents.
- Continuously available phone support, adoption planning, and coordination.
- Education support, life, and survival skills classes.
- Counseling, adoption related and life counseling, mental health therapy.
- Assistance with public services when available and appropriate.
- Housing, utilities, phone services, maintenance, security, furniture, cleaning.
- Food, clothing, entertainment.
- Travel and out of state or interstate transportation.
- Case-manager support, medical coordination, and in state transportation.
- Support and financial assistance during post placement confinement period.

### AGENCY FEE AND ADOPTIVE FAMILY SERVICES:

Covers agency overhead and business related costs as well as the services generally provided to adoptive parents.

- Adoptive family application and file set-up.
- Adoptive family education and support.
- Presentation to and match with birthparents, support of match.
- Support of adoptive family in hospital and coordination with medical services.
- Relinquishment of parental rights and placement with adoptive parents.
- Notification of birth father/husband if needed, paternity search(s).
- Completion of Interstate Compact for Placement of Children, as needed for interstate placements.
- Monitoring of post placement supervision.
- Reduction of financial risk.
- Court order of Determination of Parental rights when using Utah law.
- Coordination with adoptive family legal advisor.
- Representation at finalization (Utah) or agency consent for finalization (out of state).
- Coordination between adoptive parents and birthparents for exchange of information.
- This includes all overhead and business related costs and those services listed below. It is occasionally necessary to subcontract some of these services to other providers.

## **Third Party Expenses**

### **MEDICAL EXPENSES:**

Medical expenses are the responsibility of the adoptive family. About 50-60% of our birthparents require help with their medical expenses. When appropriate, the agency will assist birthmothers to enroll in Medicaid or private insurance, but cannot guarantee it will apply. If the delivery is in Utah, the agency has arranged for discounts from most medical providers if Medicaid or private insurance are not available. All medical expenses must be paid at the time of placement to receive the medical discount. With the discount, in Utah, a normal delivery costs \$6000 to \$10000. We have no arrangements with any hospitals outside of Utah so all cost will need to be negotiated with the hospital by the adoptive family if the birth mother and child are not on Medicaid or private insurance.

### **LEGAL EXPENSES:**

In Utah the legal paperwork is done by the agency with, the exception of terminating the birthfather rights. Part of that process may require that an attorney obtain a "Determination of Paternal Rights". This will be covered by the agency fee.

For out of state placements we will contract with an attorney or an agency that can assist with that process. Legal expenses are the responsibility of the adoptive family.

You will also need legal counsel to finalize the adoption. Utah laws allow families from other states to finalize in Utah with an FBI clearance if either the child was born here or the adoptive family is a resident of Utah. If you are interested in finalizing here please let us know.

### **REFUND POLICY: FUNDS MAY BE AT RISK**

In most cases, fees will not be refunded by the agency but in the case of a failed adoption fees will generally be rolled over to a new situation based on the following criteria:

1. **If the birth mother does not place her child with you, all fees paid will be rolled over to a new situation.**
2. If, after being matched with a birth mother, you choose not to adopt the child for any reason, if the birth mother is matched with another adoptive family through the agency, funds will be rolled over to a new situation with Heart to Heart Adoptions. If the birth mother is not matched with another family and does not place the child for adoption through the agency, no fees will be refunded or rolled over.
3. If the child is placed in your home, and later removed, no fees will be refunded or rolled over.

**We have read the above payment agreement and refund policy. We understand that we will be required to sign an Adoption Services Financial Contract at the time a family match is completed in consideration for services rendered by Heart to Heart Adoptions.**

ADOPTIVE FATHER: \_\_\_\_\_ DATE: \_\_\_\_\_

ADOPTIVE MOTHER: \_\_\_\_\_ DATE: \_\_\_\_\_

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## Legal Risk of Adoption

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Every adoption has legal risks! We cannot avoid them. Some of these risks are obvious while others are hidden. It is the responsibility of Heart to Heart Adoptions to watch for signs of these overt or covert risks and share them with the adoptive family. We are experienced at this and will share with you the circumstances surrounding your adoption, but we can never guarantee the results.

Following are general descriptions of situations that have varying degrees of risk. These are guidelines only; a situation with minimal risk could result in losing a child, on the other hand a high-risk situation may go through without a problem.

**Minimal Risk:** There are very minimal risks when

- a. The birth mom and birthfather sign in a state where relinquishment is irrevocable. OR
- b. The birthmother is not married, or she is married to the birthfather and he is willing to relinquish his rights as well.

**Mild Risk:** There is a mild risk in the following situations.

An unmarried birth mom signs in a state where relinquishment is irrevocable AND though the birthfather doesn't relinquish at the time the birth mom does, EITHER

- a. the conception was in a state with a Putative Birthfather Registry, OR
- b. the birthfather is not named, OR
- c. the birthfather is fully aware and supportive of the adoption plan.

**Mod Risk:** There is a moderate risk if an unmarried Birth mom

- a. signs in a state where relinquishment is revocable for a short period of time. OR
- b. the birthfather is known and cannot be contacted, OR
- c. the birthfather is aware of the pregnancy and is not supportive, OR
- d. the birthmother is married to someone other than the birthfather. Any time the birth mom is married it is important to determine if the birthmother's husband would like to parent the child.

**High Risk:** There is a high risk if the birthmother

- a. signs in a state where relinquishment is revocable for an extended period of time, OR
- b. the birthmother is married and the husband wants the child whether he is the father or not, OR
- c. the birthfather has been financially and emotionally supportive of the pregnancy and does not want the child placed for adoption.

It is ultimately the responsibility of adoptive families to consult with an attorney of their choice about the laws of their state and the risk associated with their adoption. When the situation arises that an Adoptive Family is from any state other than Utah and the Birth Father is undisclosed or does not sign documentation relinquishing his rights, Heart to Heart Adoptions Inc. recommends that the out of state Adoptive Family work with attorney Greg Hawkins to complete a Determination of Parental Rights (DPR). The DPR is a court order, ruling that the Birth Father rights can be terminated. This court ordered DPR has been accepted by other states as being valid.

***We have read the above statement of risks associated with adoption. We agree that it is a risk worth taking and wish to proceed with the process. We also agree that we will seek advice from an attorney that knows adoption law. We agree not to hold Heart to Heart Adoptions liable for the risks of a failed adoption. We also agree to abide by the refund policy as outlined on the Payment Agreement.***

Adoptive Father: \_\_\_\_\_ Date: \_\_\_\_\_

Adoptive Mother: \_\_\_\_\_ Date: \_\_\_\_\_