



**HARMONY ADOPTIONS OF TENNESSEE, INC.
PROSPECTIVE ADOPTIVE PARENT MATCHING CONTRACT**

This Prospective Adoptive Parent Matching Contract (hereinafter referred to as “Agreement”) is made and entered into this _____ day of _____, _____, by and between _____ (hereinafter referred to individually and collectively as “Prospective Adoptive Parent(s)”) and Harmony Adoptions of Tennessee, Inc., d/b/a Harmony (hereinafter referred to as “Agency”).

WHEREAS, the Agency is a licensed child placing agency in the business of facilitating the adoption process for birth mothers seeking to place their children for adoption and individuals seeking to adopt such children; and

WHEREAS, the Prospective Adoptive Parents desire to adopt a child and assume all of the rights and responsibilities associated with being biological and legal parents, including, but not limited to, the provision of necessary medical and financial resources for a child and the provision of a loving environment for said child; and

WHEREAS, the Prospective Adoptive Parents desire to retain the Agency to assist in finding a birth mother who desires to place a child for adoption and matching that birth mother with the Prospective Adoptive Parents; and

WHEREAS, the Agency desires to match a birth mother who desires to place a child for adoption with the Prospective Adoptive Parents; and

WHEREAS, the Agency shall use its best efforts to match a birth mother with the Prospective Adoptive Parents, but the Agency does not guarantee that such a match will result; and

WHEREAS, the Prospective Adoptive Parents acknowledge that several factors may affect the ability of the Agency to match a birth mother with the Prospective Adoptive Parents including, but not limited to, the desires of the birth mother, the requirements of Tennessee law, and the best interests of the child, and the Prospective Adoptive Parents acknowledge that the Agency is not guaranteeing that a match will occur but is only contracting that it shall use its best efforts under the circumstances to match a birth mother with the Prospective Adoptive Parents;

NOW, THEREFORE, in consideration of their mutual promises and undertakings and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. The Agency shall use its best efforts to match a birth mother who desires to place her child for adoption with the Prospective Adoptive Parents for the purposes of assisting in such adoption. Under the terms of this contract, a match will be deemed to have been made when the birth parent(s) consents to the placement of a child with the Prospective Adoptive Parents for the purpose of allowing an adoption to proceed and the Prospective Adoptive Parents consent to receiving the child for placement for the purposes of allowing an adoption to proceed, whether or not such adoption subsequently occurs. Any match made under the terms of this contract must be approved by the Agency. The Agency may only withhold approval of a match for good cause.
2. The Prospective Adoptive Parents shall provide the Agency with an Adoptive Family Profile and a completed, signed and notarized Home Study Assessment. The information contained in the Adoptive Family Profile shall be given only to birth mothers for the purposes of creating a match.
3. The Prospective Adoptive Parents shall pay to the Agency a non-refundable matching fee of \$2,000.00 at the time that a placement has been made.
4. Once a match has been agreed upon, the Adoption Services Director shall provide to the Prospective Adoptive Parents an estimation of the outlined expenses in the adoption. These include the matching fee, an estimation of counseling costs for the adoption and an estimation of the birth parents expenses being requested by the birth parents. A retainer based on the estimated counseling and birth parents expenses will be due at the time that the Prospective Adoptive Parents accept the potential match with a birth parent. The Prospective Adoptive Parents are encouraged to review this contract and estimation of birth parent expenses with their legal counsel. In the event that the placement does not occur, Harmony Adoptions is not liable for any birth parent expenses that have been paid out on behalf of the birth parent. In the event that the placement does not occur, the balance of the retainer will be returned with a detailed explanation of expense disbursement to date.

Tennessee law permits the adoptive parents to pay the following expenses in connection with the birth of a child:

- a. Reasonable charges or fees for hospital or medical services for the birth of the child, or for medical care and other reasonable birth-related expenses for the mother and/or child incident thereto;
- b. Reasonable counseling fees for the parents or prospective adoptive parents and/or child for up to one year after placement of the child;
- c. Reasonable legal services or the reasonable cost of legal proceedings related to the adoption of any child; or
- d. Reasonable, actual expenses for housing, food, maternity clothing, child's clothing, utilities or transportation for a reasonable period not to exceed ninety (90) days prior to or forty-five (45) days after the birth or surrender or parental consent to the adoption of the child (the parties may submit affidavits for Court approval to receive payments for a longer period).
- e. The expenses reimbursed must be incurred directly in connection with the maternity, birth, and/or placement of the child for adoption, or for legal services or for costs of legal proceedings directly related to the adoption of the child

5. Counseling services for the birth mother may exceed 1 hour per week prior to the placement of the child. An estimate of counseling costs will be provided by the Agency to the Prospective Adoptive Parents at the time a match is accepted. An estimate of the total cost of pre-birth counseling will be given to the adoptive parents. This is due in full at the time that the match is made in the form of a retainer mentioned above.
6. If the birth mother of a child placed through Harmony requests that the Agency provide counseling to her after the placement of the child, the Adoptive Parents agree to pay for such counseling services at the rate of \$100.00 per hour for a reasonable period of time not to exceed one year. Counseling services will be provided as needed but in no event shall the Prospective Adoptive Parents be required to pay for more than one counseling session per week for the year following the placement of the child.
7. The Prospective Adoptive Parents understand that simply because a match has occurred, that is not a guarantee that an adoption will occur. This Agreement is not to be construed as a contract for adoption.
8. By signing this contact, Prospective Adoptive Parents are not prohibited from pursuing an adoption of the child independently.
9. While the Agency shall attempt to assure that any child matched with the Prospective Adoptive Parents is in good physical and mental health, the Prospective Adoptive Parents understand that the Agency does not warrant or guarantee the physical or mental health of said child and the Prospective Adoptive Parents agree to hold the Agency harmless and free from any cost, prejudice, judgment, indemnification of contribution for care on behalf of the child to which they may be entitled as a result of any physical, mental or emotional defect in said child or injury to or death of said child.
10. The Prospective Adoptive Parents acknowledge and understand that the Agency does not warrant or guarantee the good faith performance of any person, agency or institution not employed by, or acting expressly on behalf of, the Agency. The Prospective Adoptive Parents agree to hold the Agency harmless from any loss or liability which may arise from the negligent or intentional misconduct of any persons, not employed by, or acting expressly on behalf of, the Agency. The Prospective Adoptive Parents shall not hold the Agency responsible for the termination of any match that has been made because of the voluntary decision of the birth mother to revoke said match consistent with the terms and requirements of Tennessee law.
11. The Agency warrants that it is a duly licensed child placing agency within the state of Tennessee.
12. In the event that any portion or provision of this Agreement is determined to be void or of no effect, such invalidity shall not affect the remaining portions of this Agreement.
13. Any dispute as to the making, interpretation, or performance of this Agreement shall be governed by the laws of Tennessee.

By the signatures below, the parties acknowledge that they have read, understand and agree to all of the provisions of this Agreement and the same shall be of full force and effect as of the day and date above written.

PROSPECTIVE ADOPTIVE PARENTS:

Prospective Adoptive Mother

Prospective Adoptive Father

AGENCY:

Pam Frye, M.S.
Adoption Services Director