

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

ASHLEE and RUBY HENDERSON, a married)
couple and L.W.C.H., by his parent and next)
friend Ruby Henderson, *et al.*,)

Plaintiffs,)

vs.)

No. 1:15-cv-220-TWP-MJD

DR. JEROME M. ADAMS, in his official capacity)
as Indiana State Health Commissioner, *et al.*,)

Defendants.)

AFFIDAVIT OF ELIZABETH AND TONYA BUSH-SAWYER

Elizabeth "Nicki" and Tonya Bush-Sawyer, being of lawful age and being duly sworn state as follows:

1. We are over the age of eighteen, competent to testify in these proceedings and have personal knowledge of the facts and matters contained within this affidavit.

2. We were lawfully married on April 12, 2010 in Washington, D.C.

3. Nicki is a scientist employed at Eli Lilly and Tonya is a stay-at-home mom.

4. Together, Nicki and Tonya decided they wanted a family. Utilizing a third-party sperm donor and artificial insemination to assist in conception, it took five attempts before the couple was able to conceive. Out-of-pocket costs for the conception and related expenses

Affidavit of Elizabeth & Tonya Bush-Sawyer
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totaled approximately \$9,000.00 to \$11,000.00. Nicki and Tonya shared these costs together. Nicki's pregnancy was covered by Nicki's health insurance. Neither Nicki nor Tonya were ever informed of the identity of the donor.

5. On January 10, 2014, I.J.B. a/k/a I.J.B-S ("I.J.B-S") was born at Indiana University Health Methodist Hospital. The child is the first child born to their marriage.

6. While at the hospital, Nicki completed an Indiana Birth Worksheet ("Worksheet"), a true and accurate copy of which is attached hereto as Attach. 1. On the Worksheet, wherever information was requested regarding the father of I.J.B-S, Nicki supplied information regarding Tonya. She also listed the child's name as I.J.B-S.

7. Within a few weeks after returning home from the hospital, the couple received a birth confirmation letter from Indiana University Health, a true and accurate copy of which is attached hereto as Attach. 2. The letter listed Nicki as the mother and Tonya as the father. It also listed the child's name as I.J.B-S. Shortly after receiving the letter, Nicki and Tonya also received a social security card for their child. The couple happily moved forward with their family.

8. In March of 2014, Nicki went to pick-up their child's birth certificate from the Marion County Health Department. She was told there was a problem and that she should return the next day.

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9. Upon returning the next day, Nicki was presented with the new birth certificate which she discovered listed her as the only parent. Further, the child's name of I.J.B-S was changed to I.J.B. At the time of giving birth, Nicki's last name was Bush (as at the time of their marriage, Indiana did not recognize their marriage so the couple had to legally have their names changed to Bush-Sawyer). Attached hereto as Attach. 3 is a true and accurate copy of the birth certificate provided by MCHD for I.J.B-S. Weeks later, without any consent by either Nicki or Tonya, a new social security card arrived for their child bearing the name I.J.B.

10. Nicki said the couple was disheartened to see the subsequent change on the birth certificate. "Not only had they removed Tonya completely, they changed I.J.'s last name to 'Bush' (Nicki's last name at the time she delivered) from Bush-Sawyer—which is the name we put on the form." Tonya and Nicki have since changed their names to Bush-Sawyer, but I.J. is still officially Bush until the adoption is finalized. Tonya says, "So now, I.J. has two social security cards (with two different numbers): one for I.J.B-S and one for I.J.B."

11. In addition to the cost of conception, the couple is incurring the expense of an adoption of approximately \$4,200.00. Attached hereto as Attach. 4 is a true and accurate copy of the informational document provided Nicki and Tonya by Adoptions of Indiana which is conducting the home study that the couple is required to complete. Among many

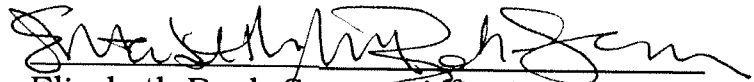
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other things, Tonya is required to undergo fingerprinting and a criminal background check in addition to submitting her driving record, her financial profile and the veterinary records for any pet living with she and Nicki. The home study examines the relationship history of Nicki and Tonya, requires them to write an autobiography and to discuss their parenting philosophy and requires them to open their home for inspection. "A third party is going to come into our home and judge me as a parent - just because we are a same sex couple," said Tonya. "If I had been a man and married to Nicki, then I would not have to adopt my child even though Nicki was impregnated by a third party."

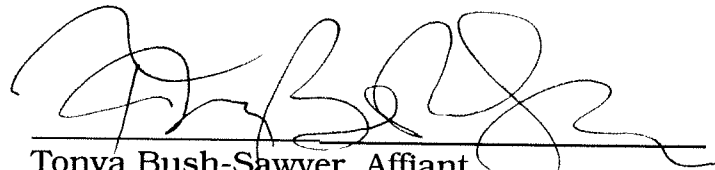
(Continued on Next page)

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I declare under penalty of perjury that the foregoing is true and correct. Executed on December 3, 2015.


Elizabeth Bush-Sawyer, Affiant

I declare under penalty of perjury that the foregoing is true and correct. Executed on December 3, 2015.


Tonya Bush-Sawyer, Affiant



University Hospital

INFORMATION FOR BIRTH CERTIFICATE

TO THE PARENTS:

The following information will be used to file the legal birth information for your baby and if single the Paternity Affidavit if wanted. Complete this form and turn it in before you leave the hospital. You will be mailed a copy of the birth information by the Board of Health. ANSWER ALL QUESTIONS – PRINT (do not write) so ALL INFORMATION WILL BE COPIED ACCURATELY. Your cooperation is appreciated.

BABY'S INFORMATION & PRENATAL CARE INFORMATION

BABY'S LEGAL NAME:		
First	Middle	Last <u>Bush-Sawyer</u> Suffix (Jr., III, etc.)
DO YOU WANT A SOCIAL SECURITY NUMBER ISSUED FOR YOUR BABY?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
DID YOU RECEIVE WIC? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	NUMBER OF LIVE BIRTHS NOW LIVING (Do not include this child): <u>0</u>	DATE OF LAST LIVE BIRTH (not this child): <u>1/1</u>
NUMBER OF BABIES BORN ALIVE NOW BUT NOW PASSED AWAY (Do not include this child)? <u>0</u>	TOTAL NUMBER & DATE LAST PREGNANCY THAT DID NOT END IN A LIVE BIRTH (include fetal losses of any gestational age): Number: <u>1</u> Date: <u>8/15/2012</u>	

MOTHER'S INFORMATION

MOTHER'S LEGAL NAME:																							
First <u>Elizabeth</u>	Middle <u>Nicole</u>	Last <u>Bush</u>	Maiden																				
CURRENT ADDRESS (street & number): <u>[redacted]</u>			INSIDE CITY LIMITS? <input type="checkbox"/>																				
CITY/TOWN: <u>Indianapolis</u>	STATE: <u>IN</u>	ZIP CODE: <u>[redacted]</u>	COUNTY: <u>Marion</u> PHONE NUMBER: <u>[redacted]</u>																				
DATE OF BIRTH: <u>[redacted]</u>	AGE: <u>[redacted]</u>	CITY / STATE / COUNTY OF BIRTH: <u>[redacted]</u>	SOCIAL SECURITY NUMBER: <u>[redacted]</u>																				
HIGHEST LEVEL OF SCHOOLING COMPLETED AT TIME OF DELIVERY:	<input type="checkbox"/> 8 th grade or less <input type="checkbox"/> 9 th - 12 th grade, no diploma <input type="checkbox"/> High School graduate or GED <input type="checkbox"/> Some college credit but no degree <input type="checkbox"/> Associate Degree <input type="checkbox"/> Bachelor's Degree <input checked="" type="checkbox"/> Mater's Degree <input type="checkbox"/> Doctorate or Professional Degree																						
USUAL OCCUPATION: <u>Research Scientist</u>	USUAL INDUSTRY: <u>Research</u>	BREASTFEEDING AT DISCHARGE? <input type="checkbox"/>																					
EMPLOYER NAME (optional): <u>Eli Lilly and Company</u>	EMPLOYER FULL ADDRESS (optional): <u>[redacted]</u>																						
MEDICAL INSURANCE COMPANY (optional): <u>[redacted]</u>	POLICY NUMBER (optional): <u>[redacted]</u>																						
ARE YOU SPANISH/HISPANIC/LATINA? <input checked="" type="checkbox"/> No, not Spanish/Hispanic/Latina <input type="checkbox"/> Yes, Mexican, Mexican American, Chicano <input type="checkbox"/> Yes, Puerto Rican <input type="checkbox"/> Yes, Cuban <input type="checkbox"/> Yes, other (e.g. Spaniard, Salvadoran, Dominican, Columbian) specify: _____		WHAT IS YOUR RACE? <input checked="" type="checkbox"/> White <input type="checkbox"/> Black or African American <input type="checkbox"/> Asian Indian <input type="checkbox"/> American Indian or Alaska Native (name of enrolled or principal tribe(s)) _____ <input type="checkbox"/> Chinese <input type="checkbox"/> Filipino <input type="checkbox"/> Japanese <input type="checkbox"/> Korean <input type="checkbox"/> Vietnamese <input type="checkbox"/> Native Hawaiian <input type="checkbox"/> Guamanian or Chamorro <input type="checkbox"/> Samoan <input type="checkbox"/> Other Pacific Islander (specify) _____ <input type="checkbox"/> Other (specify) _____																					
WHAT IS YOUR HEIGHT? <u>5</u> Feet <u>9</u> Inches	WHAT IS YOUR PRE-PREGNANCY WEIGHT? <u>[redacted]</u>	YOUR WEIGHT AT DELIVERY? <u>[redacted]</u>																					
CIGARETTE SMOKING BEFORE & DURING PREGNANCY: How many cigarettes OR packs did you smoke on an average day during each of the following time periods? If you NEVER smoked, enter zero for each time period?		CURRENT MARITAL STATUS																					
<table border="1"> <thead> <tr> <th>Time Period</th> <th># of cigarettes</th> <th>or</th> <th># of packs</th> </tr> </thead> <tbody> <tr> <td>Three months before pregnancy</td> <td><u>0</u></td> <td>or</td> <td>_____</td> </tr> <tr> <td>First three months of pregnancy</td> <td><u>0</u></td> <td>or</td> <td>_____</td> </tr> <tr> <td>Second three months of pregnancy</td> <td><u>0</u></td> <td>or</td> <td>_____</td> </tr> <tr> <td>Last three months of pregnancy</td> <td><u>0</u></td> <td>or</td> <td>_____</td> </tr> </tbody> </table>		Time Period	# of cigarettes	or	# of packs	Three months before pregnancy	<u>0</u>	or	_____	First three months of pregnancy	<u>0</u>	or	_____	Second three months of pregnancy	<u>0</u>	or	_____	Last three months of pregnancy	<u>0</u>	or	_____	<input type="checkbox"/> Never Married <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input checked="" type="checkbox"/> Currently Married <input type="checkbox"/> Married, but refusing Father's information	
Time Period	# of cigarettes	or	# of packs																				
Three months before pregnancy	<u>0</u>	or	_____																				
First three months of pregnancy	<u>0</u>	or	_____																				
Second three months of pregnancy	<u>0</u>	or	_____																				
Last three months of pregnancy	<u>0</u>	or	_____																				
If you are not married, do you want to complete a Paternity Affidavit in order for father's information to appear on the Birth Certificate? Yes <input type="checkbox"/> No <input type="checkbox"/> If no, do not complete father's information. If yes, please read attached information sheet titled: <i>Attention Single Parents and Information Regarding The Indiana State Department of Health Paternity Affidavit.</i>																							

OVER

FATHER'S INFORMATION

FATHER'S LEGAL NAME:											
First <u>Tonya</u>	Middle <u>Lea</u>	Last <u>Sawyer</u>	Suffix (Jr., III, etc.)								
CURRENT ADDRESS (street and number):			INSIDE CITY LIMITS?								
CITY/TOWN: <u>Indianapolis</u>			STATE: <u>IN</u>								
ZIP CODE:		COUNTY: <u>Marion</u>	PHONE NUMBER:								
DATE OF BIRTH:	AGE:	CITY / STATE / COUNTY OF BIRTH:	SOCIAL SECURITY NUMBER:								
HIGHEST LEVEL OF SCHOOLING COMPLETED AT TIME OF DELIVERY: <table border="0" style="width:100%"> <tr> <td><input type="checkbox"/> 8th grade or less</td> <td><input type="checkbox"/> Associate Degree</td> </tr> <tr> <td><input type="checkbox"/> 9th - 12th grade, no diploma</td> <td><input type="checkbox"/> Bachelor's Degree</td> </tr> <tr> <td><input type="checkbox"/> High School graduate or GED</td> <td><input type="checkbox"/> Mater's Degree</td> </tr> <tr> <td><input checked="" type="checkbox"/> Some college credit but no degree</td> <td><input type="checkbox"/> Doctorate or Professional Degree</td> </tr> </table>				<input type="checkbox"/> 8 th grade or less	<input type="checkbox"/> Associate Degree	<input type="checkbox"/> 9 th - 12 th grade, no diploma	<input type="checkbox"/> Bachelor's Degree	<input type="checkbox"/> High School graduate or GED	<input type="checkbox"/> Mater's Degree	<input checked="" type="checkbox"/> Some college credit but no degree	<input type="checkbox"/> Doctorate or Professional Degree
<input type="checkbox"/> 8 th grade or less	<input type="checkbox"/> Associate Degree										
<input type="checkbox"/> 9 th - 12 th grade, no diploma	<input type="checkbox"/> Bachelor's Degree										
<input type="checkbox"/> High School graduate or GED	<input type="checkbox"/> Mater's Degree										
<input checked="" type="checkbox"/> Some college credit but no degree	<input type="checkbox"/> Doctorate or Professional Degree										
USUAL OCCUPATION:	USUAL INDUSTRY:	EMPLOYER NAME (optional):									
EMPLOYER FULL ADDRESS (optional):											
MEDICAL INSURANCE COMPANY (optional):		POLICY NUMBER (optional):									
ARE YOU SPANISH/HISPANIC/LATINA? <input checked="" type="checkbox"/> No, not Spanish/Hispanic/Latina <input type="checkbox"/> Yes, Mexican, Mexican American, Chicano <input type="checkbox"/> Yes, Puerto Rican <input type="checkbox"/> Yes, Cuban <input type="checkbox"/> Yes, other (e.g. Spaniard, Salvadoran, Dominican, Columbian) specify: _____		WHAT IS YOUR RACE? <input checked="" type="checkbox"/> White <input type="checkbox"/> Black or African American <input type="checkbox"/> Asian Indian <input type="checkbox"/> American Indian or Alaska Native (name of enrolled or principal tribe(s)) _____ <input type="checkbox"/> Chinese <input type="checkbox"/> Filipino <input type="checkbox"/> Japanese <input type="checkbox"/> Korean <input type="checkbox"/> Vietnamese <input type="checkbox"/> Native Hawaiian <input type="checkbox"/> Guamanian or Chamorro <input type="checkbox"/> Samoan <input type="checkbox"/> Other Pacific Islander (specify) _____ <input type="checkbox"/> Other (specify) _____									

I CERTIFY THAT THE PERSONAL INFORMATION PROVIDED ON THIS CERTIFICATE IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Charbonnier
 Signature of Parent or Other Informant (relationship)

1/12/2014
 Date



Indiana University Health

Date 01/16/2014

TO WHOM IT MAY CONCERN:

BIRTH CONFIRMATION LETTER

This is to confirm that the following child was born at the INDIANA UNIVERSITY HEALTH METHODIST HOSPITAL in INDIANAPOLIS, Indiana.

You have given permission for a Social Security Number to be applied for through the Social Security Administration.

Infant's Gender:	MALE		
Infant's Name:	[REDACTED] BUSH-SAWYER		
Date of Birth:	01/10/2014		
Time of Birth:	21:52 PM		
Mother's Name:	ELIZABETH	NICOLE	BUSH
Father's Name:	TONYA	LEA	SAWYER

Signature: Bethann Judd

Title: _____

Date: 1-16-14

IU Health Maternity Center

IU Health Methodist Hospital
1701 North Senate Blvd.
PO Box 1367
Indianapolis, IN 46206-1367

iuhealth.org

MARION COUNTY PUBLIC HEALTH DEPARTMENT

DIVISION OF HEALTH & HOSPITAL CORP.
3838 NORTH RURAL ST., INDIANAPOLIS, IN 46205

This Certifies THAT ACCORDING TO THE RECORDS OF THE HEALTH DEPARTMENT

NAME [REDACTED] BUSH SEX M

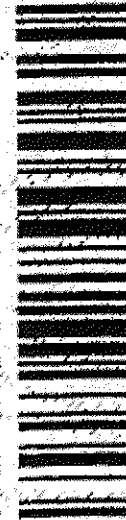
WAS BORN IN MARION COUNTY INDIANA ON JANUARY 10, 2014
CHILD OF ELIZABETH NICOLE BUSH

BIRTHPLACE OF FATHER BIRTHPLACE OF MOTHER
MARYLAND

RECORD WAS FILED 03/14/2014 CERTIFICATE NUMBER OR
DATE ISSUED 03/18/2014 VOLUME AND PAGE [REDACTED]



C COLLINS CLERK



Virginia A. Caine, M.D.

MARION COUNTY HEALTH OFFICER

VOID IF ALTERED OR ERASED



Dear Family,

Thank you for contacting us regarding your step-parent/ kinship/second parent adoption. This information should help you get started with the home study process.

Adoptions of Indiana is a licensed child-placing agency with the State of Indiana. Our services include the following: adoptive home study, education, and counseling services. Our staff works collaboratively with private attorneys that facilitate the adoption.

We realize that, as step-parents, second parents or guardians, you are already a part of the family unit and adoption is a way to provide additional legal security and recognition. We feel that it is important for all family members to be involved and aware in the adoptive process. Sharing age appropriate information with your children about their history and adoption helps to foster a parenting relationship based on trust.

Our agency is able to assist with this and offer guidance throughout the home study process. We have experience in addressing questions related to biological history. It has been our experience that children who are aware of their birth history have fewer issues as they pass through adolescence. A book that we recommend to address these concerns of how and when to discuss the adoption is **Flight of the Stork** by Anne C. Bernstein.

Enclosed you will find an application along with the other necessary forms and documents. Please complete these forms and return the documents to our office. You will also need to follow the fingerprinting instructions for the State Police and FBI clearances, as well as the local background check. I will be available if you have any questions regarding the information enclosed. Our agency strives to provide personal and responsive services to our clients.

Thank you for your time and for choosing Adoptions of Indiana. Our agency looks forward to working with you during your adoptive process.

Joyfully,

A handwritten signature in blue ink, appearing to read "Jennifer Morrissey", with a large, stylized flourish at the end.

Jennifer Morrissey, MSW, LSW
Adoption Specialist

Enclosures



Office Use Only

Application received on: _____

Assigned to: _____

STEP PARENT/KINSHIP/SECOND PARENT ADOPTIVE HOME STUDY APPLICATION

Applicant(s) Name: _____ Date: _____

Biological/Custodial Parent _____

Name of Child to be Adopted: _____ DOB: _____

Address _____

City _____ State _____ Zip Code _____ County _____

Home Telephone _____ Fax _____ E-mail _____

Mobile Telephone #1 _____ Mobile Telephone #2 _____

Applicant Employer _____ Work Phone _____

Address _____ City _____ State _____

Attorney _____

Primary Contact _____

Address _____

City _____ State _____ Zip Code _____

Phone Number _____ Fax _____

E-mail _____ Website _____

Please mail your completed application, one signed copy of the fee agreement, and your first financial installment to the following address:
Adoptions of Indiana, Attn: Jennifer Morrissey
1980 E. 116th Street, Suite 325
Carmel, IN 46032
317-574-8950 - office 317-574-8971 - fax



Family Name _____

Step-Parent/Kinship/Second Parent Adoption Reference List

Please list the names, addresses and telephone numbers of three (3) people who are willing to provide you with a reference. Only two (2) should be family members. The others should be personal and professional in nature.

1 Name _____
Address _____
Phone _____
Email _____

2 Name _____
Address _____
Phone _____
Email _____

3 Name _____
Address _____
Phone _____
Email _____



STEP-PARENT / KINSHIP ADOPTIVE HOME STUDY OVERVIEW

Adoptions of Indiana views the adoptive home study as a time where prospective adoptive parents can learn the dynamics of adoptive families within a supportive environment. Adoptions of Indiana's focus is to educate and support families while compiling needed information for the Courts. Home studies take place at the offices of Adoptions of Indiana, the client's home, or at other agreed upon locations. We strive to develop relationships with prospective adoptive parents that are close, supportive, and genuine in nature so that our families will feel comfortable seeking guidance from us if and when needed.

HOME STUDY OUTLINE:

- I. Application and Fee Agreement**
- II. First Meeting**
 - A. Orientation**
 - 1. Overview of the purpose and process**
 - 2. Questions answered**
 - 3. Explanation of documents**
 - B. Couple's Interview**
 - 1. Relationship history**
 - 2. Strengths / Areas of growth**
 - 3. Misc.**
 - C. Clearances**
- III. Clients are asked to complete an autobiography**
- IV. Second Meeting**
- V.**
 - A. Home tour/family interview**
 - B. Clarify / discuss autobiography**
 - C. Parenting philosophy**
 - D. Collection of all requested documents**

Upon completion of the home study, the formal home study document is prepared. While this document is confidential; the family may request a copy of their home study. An original is provided to the Court reporting the home study findings, along with Adoptions of Indiana's recommendation. A copy is also forwarded to your attorney. This will be used to schedule a hearing and will be reviewed by the court in order to grant your adoption request.



**REQUESTED DOCUMENTS FOR A
STEP-PARENT /KINSHIP/SECOND PARENT ADOPTIVE HOME STUDY**

The following items are requested for use in the adoptive home study. Please have the first list available for Adoptions of Indiana at the earliest possible date.

- Completed Application
- Signed Fee Agreement
- Fee of \$800, made payable to *Adoptions of Indiana* for a step parent study
- Fee of \$1000-\$1500 made payable to *Adoptions of Indiana* for a kinship study
- Completed Reference List

Please have the following items available for Adoptions of Indiana by the date of the second interview.

- Completed Local Criminal History Check
- Completed Criminal Conviction Disclosure
- Completed **Notarized** Criminal History Disclosure
- Completed INkless prints for State(Criminal Record Review/Challenge)and FBI
- Completed Child Protection Services History Request for everyone residing in the home
- Official Driver Record
- Autobiography in **narrative form** (no later than 3 days prior to your meeting)**
- Completed Physical Examination form
- Financial Profile (front and back)
- Copy** of Driver's License
- Copy** of Birth Certificate for everyone residing in the home
- Copy** of Marriage Certificate
- Copy** of Divorce Decrees (if applicable)
- Copy** of Veterinary records for all animals residing in the home
- Employment Verification Letter
- IRS (1040) summary pages for last two (2) years

**You may e-mail your autobiography to your adoption specialist, Jennifer Morrissey at jennifermo@adoptionsofindiana.org. Please feel free to use this address for any questions, or call her at 317-997-1796.

Step-parent/Kinship/Second Parent/Guardian Adoption Services Agreement and Contract



ADOPTIONS
OF INDIANA

This agreement is entered into by and between *Adoptions of Indiana* and

hereby referred to as "clients."

Adoptions of Indiana is a non-profit (501(c)(3)) adoption agency organized under the laws of Indiana, and licensed as a Child Placing Agency by the Indiana Family and Social Services Administration (FSSA) in the State of Indiana (No. 169087933 53507).

A copy of *Adoptions of Indiana's* standard Fee Schedule and Refund Policy currently in effect and Agency Policies including our Problem Resolution Policy & Procedures are attached as appendixes. The standard Fee Schedule and Refund Policy are subject to change when additional fees are reasonably required by circumstances. Such fees will be disclosed to the clients before they are incurred.

Adoptions of Indiana recognizes that clients may contract for the agency to complete an Adoption Preparation (Adoptive Home Study), Education, and Supervision only or may also request that *Adoptions of Indiana* assist them with Networking, Matching, and Placement services.

1. Receipt of Information:

Clients acknowledge receipt of the following documents upon initial contact with *Adoptions of Indiana*:

- a. Appendix A: Agency Policies
- b. Appendix B: Fee Schedule, including refund policy
- c. Appendix C: Conflict Resolution Policy & Procedures

2. Adoption Preparation Process and Document:

Known also as the "adoptive home study," the process involves a series of meetings between the Adoption Specialist and the clients to determine if *Adoptions of Indiana* is able to approve the clients for adoption. Indiana law requires a licensed child placing agency give prior approval before an adoptive placement may occur.

- a. The adoptive home study evaluates motivation and readiness for adoption, client's social and autobiographical history, physical, mental and emotional health, marriage stability, parenting style and strengths, family lifestyle and support system, employment, financial status and the ability to afford the expenses of child rearing, suitability of the home and community, and background verifications and criminal clearances. Once an evaluation is complete and the client is approved, *Adoptions of Indiana* will prepare a report documenting their findings.
- b. Training is an important component of the home study process, as is a review of the required documents in order for the Adoption Specialist to assess and approve the clients for adoption. Additionally, discussions with clients will cover partially or fully all of the services, policies and practices outlined in our Agency Policies, appendix A.
- c. Clients recognize that the adoptive preparation/ home study is an assessment and there is no guarantee of approval for placement. Payment of fees is for services rendered regardless of the approval or denial for placement.
- d. Should the assessment of any of the above components in section (a) reveal concerns that are not able to be addressed to the satisfaction of *Adoptions of Indiana* within a reasonable time frame, *Adoptions of Indiana* reserves the right to discontinue the Adoption Preparation/ Home Study process. Additionally, *Adoptions of Indiana* reserves the right to refuse services to clients when, in the opinion of the agency, the type of child the client wishes to adopt is not compatible with the type of children available for adoption through *Adoptions of Indiana's* programs. *Adoptions of Indiana* provides Adoption Preparation/Adoptive Home Study services for those families adopting domestically that are intending to adopt through the agency's domestic programs,

privately through an attorney, publically through Indiana's Special Needs Adoption Program, or Internationally through a Hague Accredited child-placing agency.

- e. After receiving an approved adoptive home study, clients understand that they must work to maintain their approved status. Clients understand that *Adoptions of Indiana* has the right and obligation to withdraw or change its approval or recommendation set out in the adoptive home study for events or actions brought to the attention of *Adoptions of Indiana*.
- f. The Indiana Family & Social Services Administration considers an adoptive home study to be valid for one (1) year. If the adoption has not been finalized by the one year anniversary date, Clients must complete an update to their original adoptive home study.
- g. An adoptive home study requires updating if there is a substantial change in the family or their living environment. An example of this would be a change in the prospective adoptive family's health, financial status, or if the family has moved to another residence.
- h. Indiana Family & Social Services Administration requires that an adoptive home study be updated for each subsequent adoptive placement. Returning families wishing to adopt again need only to complete an update of their original home study.

4. Duty of Full Disclosure (Duty of Candor)

Clients shall provide *Adoptions of Indiana* complete and truthful information about any of the following for any member of the household, and at any time in the adoption process:

- a. Disclose arrest, conviction, or any other adverse criminal history, whether in the United States or abroad, even if the record of the arrest, conviction or other adverse criminal history has been expunged, sealed, pardoned, or the subject of any other amelioration. A person with a criminal history may be able to establish sufficient rehabilitation.
- b. Disclose history of substance abuse or the use of illegal substances, domestic violence, child abuse or neglect, or sexual abuse (as a victim or perpetrator).
- c. Disclose any substantive change in the current family circumstances, including without limitation, pregnancy, separation, divorce, health issues, loss of employment, changes in financial circumstances, or the addition or loss of any of the client's household members.
- d. Disclose any unfavorable or denied home study conducted by another adoption provider in Indiana or any other jurisdiction.
- e. Disclose any other factor addressed in the home study process.

This duty of candor is an ongoing duty, and continues while and until the adoption is finalized. The client and any additional adult member of the household must notify the agency of any new event or information that might warrant submission of an amended or updated adoptive home study. If a client fails to properly disclose information or in any way places the agency or it's programs at risk, *Adoptions of Indiana* reserves the right to terminate the adoption process without providing any refund.

5. Child's Background Information

Clients agree and acknowledge that there are certain unavoidable legal and medical risks associated with adoption.

- a. *Adoptions of Indiana* interviews and receives certain background and historical information provided by the expectant/birth mother and, when available, by the birth father, via self report.
- b. *Adoptions of Indiana* requests reports from medical personnel involved in the birth mother and child's care and

treatment.

- c. Clients acknowledge and agree that, in providing this information, *Adoptions of Indiana* is not liable and cannot be held responsible for the accuracy of medical, psychological or developmental information or evaluations contained in such verbal or written records or for any information for which *Adoptions of Indiana* was not informed. *Adoptions of Indiana* does not conduct an independent investigation of the birth family or the medical history, and therefore does not attest to the accuracy or veracity of the information.
- d. The information provided by the expectant/birth family and medical personnel is provided to the clients verbally and/or in writing at the time of a match and in writing no later than the day of placement.
- e. Clients adopting a newborn should have the opportunity to discuss the child's health with medical personnel while at the hospital prior to placement.
 - i. Clients must review all medical and background information.
 - ii. Clients need to consult with a pediatrician or family practice physician of their choosing to assist them in assessing the information.
- f. When new information becomes available after placement and prior to finalization, it will be provided to the clients as soon as practicable when received by *Adoptions of Indiana*.
- g. Upon receipt of this additional information, the clients may elect not to proceed with the placement, which election is expressly within their rights, and after which they will be entitled to reimbursement in full of the Placement Fee.
- h. Clients release *Adoptions of Indiana* from all costs and liability that may result from any physical, medical, behavioral, emotional, developmental, intellectual, or other conditions of the child we are seeking to adopt. The sole responsibility of *Adoptions of Indiana* is limited to reimbursement of fees paid in the event of the failure to disclose authorized information in its possession.

6. Placement

In most step-parent/kinship/guardianship adoptions the child being adopted is already residing in the home with the petitioners. There are occasions when the child has not yet been born. When this occurs, the consents to the child's adoption will usually be signed at the hospital prior to the child's discharge. Clients will typically take custody of the child when they are discharged from the hospital after birth. In Indiana, foster care is not typically used for newborn adoptions. If the adoption involves an older child, clients understand that meaningful time needs to be spent with the child prior to placement in order to for the placement to be child-centered and to aid in a smooth transition for the child.

- a. Clients understand and acknowledge they are responsible financially for the expectant/birth mother and child's medical expenses, if she does not have her own health insurance or she does not qualify or complete application for Indiana's Medicaid coverage.
- b. Clients understand and acknowledge they are financially responsible for all care and support of the child from birth, if placement occurs. This includes, but is not limited to, the payment of all health and medical expenses for the child.
 - i. Client's health insurance should provide medical coverage for a child beginning at birth.
 - ii. Federal statute-ERISA provides that group health insurance companies must treat adoptive families equal to biological families. Since adoptive parents have committed to the child's adoption into their family coverage should backdate to birth. There are a few exceptions for government employees.
 - iii. Clients are responsible for reviewing and understanding their health insurance coverage.
- c. Clients understand and acknowledge they are responsible financially for the expectant/birthmother's pre/post placement counseling.

- i. Pre/post placement counseling is available to all expectant/birth parents working with *Adoptions of Indiana*.
 - ii. Clients contracting for Adoption Preparation/Home Studies only will pay counseling fees per hour of services according to the Agency Fee Schedule.
 - iii. Clients contracting for Networking and Placement Services will pay program and placement fees that include counseling services for the birth family.
 - d. Clients understand that Indiana law permits prospective adoptive parents to assist an expectant parent with living expenses/lost wages not to exceed \$3,000. Financial assistance is not requested in every adoption plan. This is not an inducement to proceed with an adoption, but recognition that an expectant parent may have expenses that pose a hardship for her.
 - i. Clients understand and acknowledge financial assistance may only be provided from the second trimester through six weeks post birth.
 - ii. Clients understand and acknowledge any monies provided to an expectant parent need to be sent through *Adoptions of Indiana*, or your attorney in a private adoption, and will be itemized for the Court.
 - iii. Clients understand and acknowledge all monies provided to an expectant parent are considered a gift to a person in need and legally will not be repaid in the event the expectant parent chooses to parent the child and does not proceed with an adoption plan.

7. Legal Services

Adoptions of Indiana has an attorney who represents the agency and who is able to provide legal services to the agency's clients to draft, execute, and file petitions and court orders regarding the adoption and to represent you, the Client, in court. These fees for legal services and all court filing fees are itemized on your billing and paid directly to the attorney. If you, the Client, have another attorney who specializes in adoption law that you would like to retain, please discuss this with your Adoption Specialist in order to make appropriate arrangements.

8. Post-Placement/Adoption Supervision Process and Finalization

In most step-parent/kinship/guardian adoptions the post-placement requirements will be waived by the Court since the child has typically been residing in the petitioners home for an extended period of time. This is not the case, however, for new born adoptions or if an older child is moving to a new placement. When the later occurs, the Adoption Specialist from *Adoptions of Indiana* will meet with the Clients and child every 4-6 weeks until the adoption is finalized in Court. The Adoption Specialist will provide support, supervision, and referral services to the family. A determination will be made by *Adoptions of Indiana* whether or not to recommend the finalization of the adoption to the Court. When recommending for an adoption to be finalized, at the appropriate time, and after required documents are submitted and outstanding fees are paid, *Adoptions of Indiana* will provide a formal report to the court where the adoption has been filed.

- a. Clients agree to cooperate fully in scheduling and participating in these post-placement supervisory visits. Failure to cooperate may result in additional fees and a decision by *Adoptions of Indiana* not to recommend the finalization of the adoption.
- b. The schedule for post-placement supervision on an interstate adoption may have additional requirements in order to meet the requirements of the Sending State.
- c. Appropriate reports will be completed and forwarded to the Court, attorneys, or International placing agencies.
- d. *Adoptions of Indiana* offers post-adoption services that are available to clients at any time after finalization. Some post-adoption services have an additional fee associated with them and, such fees are subject to change according to the current year's Fee Agreement.

9. Disruption/Dissolution

In the event of a disruption of adoption proceedings prior to, or dissolution after, the issuance of a final adoption

decree by a judicial authority in the United States, *Adoptions of Indiana* will attempt to arrange for supportive and placement services for the child(ren) and the client when possible. The client's party to the disruption or dissolution shall assume full financial and logistical responsibility for any such services incurred in meeting the child(ren)'s needs. These expenses include, but are not limited to, counseling, child placement and legal services, medical, foster or respite care, and psycho-social, medical and educational evaluations of the child(ren), whether or not these services lead to a new and/or final adoptive placement. Note: Department of Child Services does not routinely take custody of children in cases of disruption or dissolution.

In the event of a possible disruption of adoption or dissolution of the adoption after the finalization of an adoption, or should adoptive parents come to the realization that their adoption may be facing difficulties or challenges that the Clients may not be equipped to deal with, the clients agree and affirm that they will make all reasonable efforts in their power to seek professional help in dealing with the issues they are facing, whether the challenge is (but not limited to) medical, psycho-social or behavioral issues. Should *Adoptions of Indiana* be called upon to help arrange services as stated in the previous paragraph, *Adoptions of Indiana* will require documentation and reports that sufficient professional help was obtained and treatment plans were followed so that *Adoptions of Indiana* can provide assistance in locating or directing alternative placement.

10. No Guarantee

Adoptions of Indiana cannot guarantee in advance that clients will be approved as an adoptive parent, or that a child will be placed with the clients, or that, if a child is placed with the clients, such clients will be approved by the court to adopt the child.

Since the availability of children is contingent upon circumstances beyond the control of *Adoptions of Indiana*, Clients understand and acknowledge that this contract does not obligate *Adoptions of Indiana* to place a child with us. Clients further understand that *Adoptions of Indiana* cannot be held responsible for placements not occurring within a projected time frame.

11. Indemnification and Liability

Neither party shall be liable for incidental, special, consequential or punitive damages. Nothing in this document purports to waive claims against *Adoptions of Indiana* for intentional or reckless acts or omissions or for gross negligence. Clients agree to indemnify and hold harmless *Adoptions of Indiana*, its directors, officers, employees, and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including attorneys' fees and expenses, arising out of any claim to breach or claim violation by *Adoptions of Indiana* of any of its representations, warranties, covenants or agreements set forth herein, including any act, activity or omission of *Adoptions of Indiana* or any of its employees, representatives, subcontractors or agents.

12. Termination of Agreement

If clients fail to properly disclose any information material during the adoptive home study or the adoption process or in any way places the agency or its programs at risk, *Adoptions of Indiana* reserves the right to terminate the adoption process without providing any refund of fees.

13. Complaints

Clients may access information concerning the past history and records of any licensed child placing agency providing adoption services in Indiana by contacting Indiana Department of Child Services, Placement Manager of Programs & Services Residential Licensing Unit (317)232-3476.

14. Fees

Clients are solely responsible for paying or arranging payment of all fees associated with services rendered pursuant to this contract in the amounts and at the times specified in the *Adoptions of Indiana* Agency Fee Schedule (appendix B). Under some circumstances *Adoptions of Indiana* may accept fees from a granting entity or others, but regardless of the source of fees, all fees must be paid in accordance with and at the time specified in the Fee Schedule, and *Adoptions of Indiana* is not obliged to provide services unless and until the appropriate fees are fully paid. A copy of the Fee Schedule has been provided to Clients as part of the application packet, and is incorporated herein by this reference. Clients shall comply fully with all fee policies and procedures established by

Adoptions of Indiana and set forth in the Fee Schedule, and such policies and procedures are to be considered as part of this contract. Clients agrees that *Adoptions of Indiana* may increase fees in a manner that applies equally and prospectively to all similarly-situated clients, and that Clients will pay fees in effect at the time of billing. All fees shall be charged according to the Fee Schedule in effect at the time of billing.

- a. Clients understand that this agreement is valid for one year from the date of signature, at which time Clients agree to pay fees in effect at the time of billing and to pay the agency for any increased fees that apply to the Client, and will agree to any changes in the total fee that should occur.
- b. Clients understand and agree to the fees stated in the attached Fee Schedule for this adoption and acknowledge that some items are unknown at this time and will be documented as services are provided and expenses are incurred. Clients agree that all fees will be paid in full prior to finalization of the adoption, or when birth or adoptive parents withdraw from *Adoptions of Indiana's* services.
- c. Unpaid fees and expenses shall begin accruing interest at the rate of eighteen percent (18%) per annum ten (10) days after they are due and payable. Client(s) shall pay the accrued interest. No interest will be charged to accounts paid within ten (10) days when they are due and payable.
- d. There will be a \$45 additional charge for all personal checks returned due to non-sufficient funds.
- e. Clients agree to provide a credit card on file with *Adoptions of Indiana*. Accounts 90 days in arrears will have fees due charged to the credit card on file.

15. Governing Law

Clients understand and acknowledge *Adoptions of Indiana* is a licensed child placing agency in the State of Indiana and will, in accordance with this agreement and the laws and regulations governing adoption in this state, perform the services set above.

- a. Clients acknowledge that the provisions of this contract contain the entire agreement with *Adoptions of Indiana* and that any modifications or changes to this agreement must be in writing and approved by *Adoptions of Indiana*.
- b. In the event of the Clients default in the payment of any amounts due hereunder, the Clients agree that they will pay the reasonable attorney fees and costs of collection incurred by *Adoptions of Indiana* in *Adoptions of Indiana's* enforcement of the terms of this Adoption Services Agreement, and further, the Clients acknowledge and agree that any obligations hereunder for payment are the joint obligations of the undersigned.
- c. This agreement shall be interpreted under the laws of the State of Indiana. Any litigation under this agreement shall be resolved in the trial courts of Hamilton County, State of Indiana.
- d. If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.
- e. Client represents and acknowledges that they have read and understand this contract and appendixes and accept its policies, fee schedule, and conditions for working with *Adoptions of Indiana*.

Client(s):

Dated: _____

Adoptions of Indiana:

By: _____

Its: _____

Dated: _____