



**Bastard Nation: the Adoptee Rights Organization**

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**TO:** Members: Colorado Senate Health and Human Services Committee  
**FROM:** Marley Greiner, Executive Chair  
**RE:** SB83 – Safe Haven Baby Box/Newborn Safety Device-- **Submitted**  
**Testimony: OPPOSE**  
**DATE:** February 20 2024

Bastard Nation: the Adoptee Rights Organization is the largest adoptee civil rights organization in the United States. We support only full unrestricted access for all adopted persons to their original birth certificates (OBC) and related documents.

In addition to being the Executive Chair and co-founder of Bastard Nation I operate the Stop Safe Haven Baby Boxes Now website (<https://stopshbbnow.org>) that contains over 100 pages of Safe Haven Baby Box information including up-to-date legislative tracking, individual state updates, statistics, policy statements from organizations that oppose boxes, critical readings and reports, pictorials, videos, and a frequently published blog.

Bastard Nation is absolutely opposed to implementation of Safe Haven Baby Boxes/Newborn Safety Devices in Colorado. .SB83 isa bill that attacks that right of records and identity access for Colorado adoptees. This bill encourages a tiny tiny tiny number of Colorado parents to legally and anonymously abandon their newborns for adoption; thus, denying their children the right to their a genuine record of birth, biological family information, history, and social and cultural context.

This testimony is divided into two parts: (1) A short backgrounder; (2) adoptee rights and adoption reform objections.

## Background

**Definition:** “Newborn safety devices/Safe Haven Baby Boxes (SHBB) ” resemble a bank or library depository but contain temperature controls and other safety features similar to standard newborn incubators. Boxes are installed in the walls of fire stations, hospitals or other authorized locations to facilitate easy, de-personalized, “shame-free,”and legalized “anonymous abandonment” of newborns by parents (typically mothers) or in some states those designated by them under the authority of state “safe haven” laws.

The Safe Haven Baby Box movement and Safe Haven Baby Boxes, Inc was started by Monica Kelsey in Woodburn, Indiana about seven years ago. The company is a privately owned and operated not-for-profit ministry. It is the only manufacturer and leaser of the “safety devices” in the United States today. **The company is the model of Henry Ford's vertical business model. It created a “need” for its product. It works with legislators to write enabling legislation, lobbies for passage, runs its own hotline, and manufactures its own product at its factory outside of Woodburn where it employs family members,, Ms Kelsey and her husband (listed on the payroll) pull down at least \$170,00 a year and the company also employs Mrs. Kelsey's son. SHBB Inc advertises itself, (and its hotline and company information) on the outside of its devices installed on government property, making the state buildings a billboard for its services. It utilizes the children it claims to have “saved” in company advertising and events such as box blessings, press conferences, and fundraisers.**

There is no newborn/safe haven eligible discard/murder epidemic in Colorado. According to Safe Haven Baby Boxes Inc's own statistics only 5 newborns have been reported discarded since 2017.

### **Selected list of organizations that oppose Safe Haven Baby Boxes:**

Bastard Nation, Adoptee Rights Law Center, Adoptees United, Missouri Open, Texas Adoptee Rights Coalition, Abrazo Adoption Associates (San Antonio),New York Adoptee Rights Coalition, Equal Access Oklahoma, Oklahoma Original Birth Certificates for All Adult Adoptees, Florida Adoption Council (Florida affiliate of the American Academy of Adoption and Assisted Reproduction Attorneys), Against Child Trafficking, Chicago Bar Association, Louisiana March of Dimes, Louisiana Partnership for Children and Families, A Safe Haven for Newborns (Florida), Save Abandoned Babies, Foundation (Illinois), Indiana Department of Health, Mad Voters—Indiana, Freedom from Religion Foundation.

To make things simple I am attaching the Stop Safe Haven Baby Boxes Now talking points sheet which I developed for use in hearings, the media,and public discussion.

Please keep Colorado's record of supporting adoptee rights in tact. Recommend DO NOT PASS on SB83/

Thank you for your consideration.

*Bastard Nation is dedicated to the recognition of the full human and civil rights of adult adoptees. Toward that end, we advocate the opening to adoptees, upon request at age of majority, of those government documents which pertain to the adopter's historical, genetic, and legal identity, including the unaltered original birth certificate and adoption decree. Bastard Nation asserts that it is the right of people everywhere to have their official original birth records unaltered and free from falsification, and that the adoptive status of any person should not prohibit him or her from choosing to exercise that right. We have reclaimed the badge of bastardy placed on us by those who would attempt to shame us; we see nothing shameful in having been born out of wedlock or in being adopted. Bastard Nation does not support mandated mutual consent registries or intermediary systems in place of unconditional open records, nor any other system that is less than access on demand to the adult adoptee, without condition, and without qualification.*

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# **Stop Safe Haven Baby Boxes Now!**

## **Why We Oppose Safe Haven Baby Boxes**

Adoptee rights and adoption reform organizations throughout the United States oppose deceptive relinquishment practices that are rooted in shame and secrecy, lead to drastic permanent solutions to temporary problems, and create a population of adopted people who have no birth records, identity, or history.

We seek ethics, transparency, and accountability in adoption and in related child welfare practices, not band-aid and gimmick solutions to social, political, and mental health problems that cause newborn discards. Contrary to long-standing and established child welfare policies, the use of baby boxes (sometimes called “newborn safety devices”):

- Creates a secretive and shadow child welfare system that eliminates informed consent, a child’s identifying information, and any record of the social and medical histories of newborns. Baby boxes operate to eliminate a child’s right to identity by eliminating accurate birth registrations and records.
- Commodifies infants and normalizes “legal” baby abandonment as a consumer choice, without acknowledging the lifetime psychological consequences for the baby and the mother, including, but not limited to, abandonment issues, shame, guilt, substance abuse, depression, low self-esteem, and suicidal ideation. Boxes represent state-promoted throwaway culture; some critics call them instruments of child abuse.
- Replaces professional best practice standards with unprofessional and unethical “relinquishment” procedures. Baby boxes instead give vulnerable parents a right to abandon an infant out of convenience or ignorance, with no counseling, documentation, or discussion of established alternatives, such as adequate medical care, financial and material family preservation assistance, or crisis nurseries.
- Deprives the non-surrendering parent of the right to rear her or his own child. Baby boxes eliminate any protections to prove that a person using the box has a legal right to surrender the baby. Embarrassed, frightened, or abusive partners, spouses or family members, and even sex traffickers, will use (and undoubtedly have used) baby boxes without the consent or knowledge of the (other) parent, with no repercussions. Baby box proponents dismiss the real, dangerous, and violent situations experienced by women, simply advocating that “if your baby is taken, just call the police.”
- Disenfranchises natural parents—particularly the non-surrendering parent (usually the father)—of their right to due process by eliminating their ability to locate the child, thus denying them knowledge of (among other things) the dependency proceeding to which they are a party. State-based Putative Father Registries, touted as a safeguard, are rendered useless since records are filed by the name of the mother who remains anonymous by law.
- Creates at-risk adoptions due to possible litigation from the non-surrendering parent or biological family members who may learn of the abandonment and seek custody.

- Contravenes family reunification guidelines of the federal Adoption and Safe Families Act (AFSA) and dispenses with tribal rights embedded in the federal Indian Child Welfare Act (ICWA), which can also lead to federal litigation.
- Encourages women to keep problematic pregnancies a secret. The promotion of baby boxes discourages family and professional communication and eliminates assistance for sexual and physical abuse, mental illness, substance abuse, and social isolation—factors that cause nearly every newborn discard. Studies indicate that once a pregnancy is acknowledged and discussed the chance of discard almost always disappears.
- Hides crimes such as rape, incest, spousal and partner abuse, and human trafficking.
- Promotes and supports the non-profit ministry Safe Haven Baby Boxes, Inc., a million-dollar corporation that controls the manufacture, promotion, sales, installation, and referral of women to baby boxes in the United States. It has created the baby box market and lobbies legislatures, produces boxes at its own factory, installs the devices, operates a hotline that refers pregnant women to box locations near them, and holds press conferences when a newborn is left in a box. Rather than protect legitimate privacy interests of the infant, it uses boxed children as fundraising tools for its ministry.
- Discourages women from seeking pre-and post-natal care, instead encouraging dangerous and unsafe unattended births in the community, outside of a hospital.

Baby boxes do not address the causes of infant discard. Anonymously dropping a baby into a box and walking away does not obviate or solve the root causes of newborn discard/neonaticide, which are:

- poverty
- inability to secure affordable medical treatment and reproductive health care
- denial or ignorance of pregnancy
- draconian immigration policies and practices
- substance abuse and physical and sexual abuse
- shame, crime, mental illness, dysfunctional families, social isolation, and poor communication skills.

## **For More Information**

**Stop Safe Haven Baby Boxes Now**  
 © 2023 Stop Safe Haven Baby Boxes Now!  
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## In Support of SB24-083 - Relinquishment of Child in Newborn Safety Device

My name is Tom Perille. I am a physician and President of Democrats for Life of Colorado. Today, I am here representing my organization in support of SB24-083.

Infant mortality is recognized as one of the most pressing concerns in our state, disproportionately affecting people of color. Homicide is the 13<sup>th</sup> leading cause of death among infants. The most vulnerable time for infants is within the first day of life when the death rate from homicide has historically been 10 times greater than any other time during infancy.<sup>1</sup>

Neonatal homicide is frequently perpetrated by the mother who might be young, unmarried, and have lower educational attainment.<sup>1,2</sup> It may involve a mother who has concealed her unintended pregnancy, had limited or no prenatal care, and sometimes reflects a non-hospital birth. Commonly, the relationship with the father has ended or is in the process of ending. It may arise from the realization that the mother has limited available resources to care for the child. Most women implicated in neonatal homicide regret their decision and would have benefited from a clear plan when they became overwhelmed.<sup>4</sup>

During the period between 1989 and 1998 the overall homicide risk for infants was 8.3 per 100,000 person-years but on the first day of life, it was 222.2 per 100,000 person-years. This shocking fact led to the proliferation of Safe Haven Laws since 1999 which attempt to provide vulnerable women and their newborn babies with a clear alternative.

Safe Haven Laws allow a parent to legally surrender an infant who might otherwise be abandoned or endangered. Some form of Safe Haven Laws has been enacted in all 50 states and Puerto Rico. They vary in detail, but they share a common goal – to reduce neonate endangerment. Since their institution, an estimated 4100 infants have been safely surrendered nationwide.

Some may wonder if better access to abortion is the solution to the horribly high neonatal homicide rates. If it were, as abortion rates fell over the last two decades, there would have been a corresponding increase in neonatal homicides. The opposite happened.<sup>1-3</sup> Since the institution of Safe Haven Laws, the neonatal homicide rate has dropped by 66%. While correlation does not prove causation, it is safe to assume that Safe Haven Laws have played an important role.

SB24-083 allows ready and anonymous access to a Colorado Safe Haven Option through the deployment of newborn safety devices at fire stations, hospitals, or community emergency centers. This is at no cost to the taxpayer. SB24-083 adds another compassionate option for at-risk mothers and infants and deserves your bipartisan support.

Thomas J. Perille MD FACP FHM

President, Colorado Chapter, Democrats for Life of America

man Services Committee:

f two young adults, ages 22 and 20, via infant adoption. I am also the author of two critically acclaimed books about adoption, and since 2020 I have been named a "Top 100 Influential Angel in Adoption®", receiving that award by the Congressional Coalition on Adoption Institute.

– that many common assumptions that underlie adoption policy are simply not true.

Science tells us that an infant's brain is encoding and storing every single experience.

Stressful information hamstrings parents – and later, the adoptee who may not even know the basics around their identity. Even more urgent, not knowing (or other substances) keeps adoptive parents from recognizing the need for and accessing early interventions. In either case, there are lifelong impacts. If there were up to 50 other people wishing to adopt each of them. My children would not have languished without me. I, however, might have languished. **Time events**. Instead, they are lifelong processes that adoptees, birth parents, and, yes, adoptive parents will forever be journeying, often without end.

It is easy to be shortsighted when presented with a perceived crisis like this one. Instead, good policy requires careful thought about the best way to solve the problem. I will be on a podcast.

And what makes for secure attachment, we would not encourage anonymous and impersonal baby boxes. We would instead encourage MORE connection to self and others even more difficult by the disconnections inherent in such an impersonal dropoff.

Safe locations at which a baby can be left safely and anonymously. Removing the seemingly small – but very important -- requirement for human-to-human connection with their parents. I respectfully ask for your NO vote on SB 83, and welcome any questions.

[Adoption](#) | [The Root To Rise Yoga Teaching Method](#)

[Congressional Coalition on Adoption Institute](#)



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February 16, 2024

Dear Members of the Health and Human Services Committee,

I am writing in opposition to Senate Bill 83 which authorizes the use of baby boxes at various locations within the city here in Colorado. The employment of baby boxes sets in motion dynamics that are considerably challenging, even painful for adoptees who become aware of their own first days of existence.

For the past 35 years I have specialized in offering pastoral psychotherapy to many adult adoptees who are continuing to struggle with the stories of their own relinquishment at birth. Certainly, it is important to do whatever we can to minimize the psychological and spiritual injuries that relinquished and adopted people sustain in early life. However, the challenges that relinquished and adopted people face are sometimes considerable and deserve to be considered in this discussion of possible new legislation.

Society must do whatever it can to offer alternatives to starting life in a baby box. The challenges that these people face as both children and as adults are sometimes quite significant. This idea of blind relinquishment sets in motion the reality that such adoptees – assuming adoption happens – live an

alternate life. Naming, understanding, rebelling, grieving, and accepting are all necessary challenges for those who start life differently.

Society may be better served by offering every resource possible to pregnant teens and young adults who feel the need to relinquish their babies. [ Such a list should always be available at any site where infants are left. Birthmothers have a parallel track of emotional and spiritual struggle. Birthmothers usually never get over the experience of losing their infants. They never get beyond such trauma and they then live with a quiet sorrow that stays.

From a legislative point of view, our society would be better served with laws that enhance the primary relationship between the birth mother and her not relinquished child. Consideration might be given to mental health providers who work to keep and enhance that relationship so that less infants start their lives without parents. The baby box may serve as a metaphor for their first days and nights of being alone. Senate Bill 83 pushes society in the direction that fails to consider the lifelong experience of the infant. We are better served encouraging pregnant mothers, usually very young, to keep their children with them for life.

On behalf of the children whose hearts and souls need their parents,

Rev. Ronald Nydam PhD

PCD Counseling Services

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Alexandra L. Weiman  
Associate Attorney

February 19, 2024

Senate HHS Committee  
Colorado State Capitol  
200 E. Colfax Avenue Denver, CO 80203

RE: SB 24-083

Dear Chair Fields, Vice-Chair Ginal, and Members of the Senate Health and Human Services Committee:

I am a family law attorney and a former Chair of the Family Law Section of the Colorado Bar Association. I am also a Senate District 34/House District 4 constituent and adult adoptee. I am writing in my personal capacity as an attorney who has devoted my career to helping children and families to respectfully urge you to vote “no” on SB 24-083.

I have numerous concerns about the bill.

First, the bill would amend C.R.S. § 19-3-304.5 to refer to the act of dropping off a newborn infant at a safe haven location as voluntary relinquishment of the child. See SB 24-083 at § 19-3-304.5(1), § 19-3-304.5(1.5)(a)(I), § 19-3-304.5(1.5)(a)(III), § 19-3-304.5(1.5)(a)(III)(C), § 19-3-304.5(2)(b), § 19-3-304.5(5), § 19-3-304.5(6), and § 19-3-304.5(7). These references to parental relinquishment in the bill conflict with C.R.S. § 19-5-101(2), which provides that: “***No parent shall relinquish the parent-child legal relationship with a child other than in accordance with the provisions of this article.***” (emphasis added). Indeed, Article 5 of Title 19 contains specific procedures and legal standards to be followed by a parent, the department of human or social services, and the courts for a child to be deemed “relinquished” by a parent and therefore available for adoption. Thus, at best, SB 24-083 creates internal confusion in Title 19 by suggesting that the act of delivering a child to a safe haven constitutes legal “relinquishment” of the child by a parent for purposes of Title 19. At worst, the bill runs afoul of the clear intent of §19-5-101(2) that a parent may not be deemed to have relinquished a child except as provided in Article 5.

Similarly, the bill would amend C.R.S. § 22-25-103(3)(n) of the Colorado Comprehensive Health Education Act to provide that students may receive health education concerning safe haven laws related to the safe “relinquishment” of a child. Again, this creates confusion in that student-parents might wrongly believe that the act of dropping off a child at a safe haven constitutes the relinquishment of rights to the child that the student-parent has no recourse to change or undo, in the event the parent has second thoughts about giving up the child. It has long been the public

policy of Colorado, as expressed in Title 19, to preserve and strengthen family ties whenever possible and to remove a child from its parents *only when* the child's welfare and safety or the protection of the public would be endangered. Accordingly, bill language that might discourage a vulnerable young parent who made a rash decision from seeking to restore that parent's relationship with his/her/their child runs afoul of an important Colorado public policy.

I am also troubled that the bill provides for the transfer of a newborn infant to a drop box device and does not limit drop box locations to facilities that are staffed 24 hours a day. Although I am not a medical expert, it strikes me as obviously contrary to newborn infant health and welfare to be left unattended in a drop box for any length of time, particularly if the infant is premature, suffers from a birth defect or other medical condition, or the mother has not received adequate prenatal care and the infant is physically weak or immunocompromised. What if the alarm system fails? What if there is miscommunication among staff about which off-duty facility employee is to respond on a given day when an alarm sounds? What if a facility fails to maintain the drop box appropriately? Moreover who/what agency is responsible for monitoring drop box facilities for compliance? The bill is devoid of any provision regarding drop box facility oversight or the consequences of a facility failing to properly maintain or staff its drop box if such failure causes harm to a child.

Further, the bill assumes that an infant left in a drop box will be left by a parent. The bill ignores the possibility that an infant could be dropped off by a third party, such as a coercive or violent intimate partner or by an angry family member, against the wishes of a traumatized and vulnerable birth mother. The existing statute ensures that there is at least some human contact by a trained professional when a newborn is brought to a safe haven. Face-to-face contact between a parent and the receiving authorized person also increases the likelihood that information beneficial to the child might be shared at the time of transfer, such as family medical history or other information of profound emotional significance to the child in adulthood. I cannot understate how indescribably important every shred of personal history information and family of origin information is to an adoptee. A bill that could eliminate the possibility of an adoptee receiving information about his or her origin is contrary to the adoptee child's best interests.

Finally, the bill, in C.R.S. 19-3-304.5(1.5)(a)(III), contains ambiguous and perplexing provisions mandating that certain "information" be made available at drop box locations as follows:

"(A) Easily understood information about reunification and required DNA testing;"

(To what "required" DNA testing does this refer? The bill is unclear. Will there be standardized information about reunification issued to all facilities, or will each facility be permitted to craft its own reunification information? Who will ensure that the information provided by a facility is "easily understood" and more importantly, legally accurate?)

"(B) Information about available counseling resources;"

(Will this information be standardized, or may each facility determine what "counseling" resources to promote? Will government-funded facilities be prohibited from promoting religion through the marketing of faith-based

counseling services in these materials? The bill is unclear as to both.)

“(D) Any other information that the newborn safety device manufacturer or the authorized facility determines may be helpful.”

(It is unclear why the bill mandates that any facility with an installed infant drop box *must* distribute any information that the box manufacturer determines “may be helpful.” This gives the box device manufacturer the unfettered right to distribute any information that it sees fit, at any box device location, to Colorado citizens who are likely vulnerable and desperate. How are the citizens of Colorado or the public safety served by giving a private, out of state manufacturing entity the right to communicate any message that it desires to a Colorado citizen in a moment of crisis? This provision is odd, at best, does nothing to further the purported intent of the bill, and provides no limits or guidelines proscribing the “information” that the manufacturer can distribute.)

For the above reasons, and others to be stated by various opponents of the bill, I respectfully ask that you vote “no” on SB 24-083. Unfortunately, my schedule does not permit me to appear and testify at the committee hearing.

Thank you for your time and consideration and for your work on behalf of the citizens of Colorado.

Sincerely,



Patricia A. Cooper

[trish@crcbl.com](mailto:trish@crcbl.com)



February 17, 2024

The Honorable Rhonda Fields  
Chair, Committee on Health and Human Services  
Colorado State Senate  
200 E Colfax  
Denver, CO 80203

**RE: DO NOT PASS RECOMMENDATION ON SB083**

Dear Chair Fields and Members of the Committee:

I am an attorney and a national legal expert on issues related to adopted people, who are ultimately the people created through the use of safe haven laws and so-called “baby boxes.” I request that the Health and Human Services Committee issue a DO NOT PASS recommendation for SB083, a bill that attempts to authorize the installation of baby boxes in the state.

First, I defer to the powerful reasons of the three organizations currently in opposition to this bill: Soul 2 Soul Sisters; Elephant Circle; and Colorado Organization for Latina Opportunity and Reproductive Rights (COLOR). I urge you to listen to and act on their knowledge and lived experiences in discussing what is most directly at issue in SB083: maternal health and support, particularly support for BIPOC and marginalized communities.

The proliferation of “baby boxes” in the United States currently benefits a single corporation: Indiana-based Safe Haven Baby Boxes Inc. To my knowledge, there are no other manufacturers or sellers of baby boxes in the United States. As a *de facto* monopoly, Safe Haven Baby Boxes has the benefit of a vertical market over the devices. Not only does it manufacture the boxes, but it also leases them, promotes them, works to change state laws to install them, controls their installation and use, places limitations on local communications, and further promotes its own “hotline” as a way to refer people to abandon babies in the boxes. That referral process is obviously a financial conflict of interest that, to my knowledge, is never disclosed to women or others in crisis.

I have attached a contract that SHBB uses for its "lease" and installation of baby boxes. It is from a town in Mississippi and it is publicly available upon request. The contract gives significant corporate control over most operations of the boxes, and even requires the locality to notify the corporation if a baby is abandoned in a box. Such reporting is not about the infant's or the mother's best interest but is instead intended to allow the corporation to control communications about the abandonment and to hold lavish public press conferences to celebrate the abandonment of a boxed baby. This, of course, does not comport with alleged promises of "anonymity" to birth mothers, particularly in the small communities where many of these boxes are installed. For comparison, I am not aware of any traditional safe haven location that holds elaborate public press conferences to announce the abandonment of a child at the facility.

There is no evidence---none--- that baby boxes reduce illegal abandonment of infants. Rather, the installation of baby boxes along with the savvy promotion of them---including the celebration of every abandonment---does one primary thing: increases the abandonment of infants while diminishing any stated priorities for health and other supportive services for communities. Ultimately, baby boxes encourage people to have unsafe births outside of a safe environment or facility.

If Colorado believes illegal infant abandonments are a growing problem in the state---which they are not---it should rely on its current safe haven law as a partial solution. It should also, however, invest more heavily in maternal and reproductive health, particularly community-based mental health services, crisis nurseries, and direct financial assistance to low-income and marginalized people and communities.

For all of these reasons, I request a DO NOT PASS report on SB083. It is a bill that wastes significant resources while benefiting a single corporation at the expense of the health and welfare of individuals and communities in Colorado.

Best regards,

**ADOPTEE RIGHTS LAW CENTER PLLC**



Gregory D. Luce

**Minutes of February 21, 2023  
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman Brown to approve the following Lease and Service Agreement with Save Haven Baby Boxes, Inc.:

**LEASE AND SERVICE AGREEMENT**

**THIS LEASE AND SERVICE AGREEMENT** ("Agreement") is made and entered into effective this 21<sup>st</sup> day of February, 2023, by and between Safe Haven Baby Boxes, Inc., an Indiana nonprofit corporation ("SHBB") and Long Beach, Mississippi ("Provider").

**RECITALS**

**WHEREAS**, SHBB is a nonprofit educational organization that provides information and services related to child welfare, safe haven laws, initiation and implementation of newborn safety devices ("Safety Device"), and awareness related to preventing child abandonment;

**WHEREAS**, Provider desires to install a Safety Device on Provider's premises and SHBB wishes to lease a Safety Device to Provider at Provider's premises as defined herein;

**WHEREAS**, Mississippi Code ANN. §§ 43-15-201 -- 43-15-209, the Baby Drop off Law, provides certain protections by way of limited immunity for safe haven sites and their staff;

**WHEREAS**, Provider desires to lease a Safety Device from SHBB and have it installed on Provider's premises (the "Premises");

**WHEREAS**, SHBB is agreeable to placing a Safety Device on the Provider's premises and undertaking certain services in relation thereto;

**WHEREAS**, Provider has consulted its legal, financial, and insurance related advisors and has confirmed that its location and operation is acceptable under the laws and regulations of its jurisdiction for the placement of a Safety Device.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals which are incorporated by reference and made a part of this Agreement, the mutual terms and promises contained herein and for other good and valuable consideration, the parties agree as follows:

**Section 1. Installation.** SHBB shall provide to Provider one (1) Safety Device for installation by Provider on the Premises of Provider. Delivery of the Safety Device shall be the expense of the Provider. SHBB has the option at any time to oversee the installation of the Safety Device and advise as to installation on the appropriate placement to maximize awareness and implementation of its educational objectives as set forth in this Agreement and on the operation of and protocols for the Safety Device. SHBB and Provider agree to cooperate with respect to the appropriate third-party contractors for the placement of the Safety Device and to ensure that such third-party has the appropriate skill and knowledge for constructing improvements to Provider's facility. Provider is to pay for all installation costs and expenses for labor and/or materials. Provider is responsible for compliance with all applicable federal, state, and municipal or local laws, rules, and regulations, and all laws, rules, and regulations pertaining to permitting

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Mayor and Board of Aldermen**

requirements for the installation of the Safety Device. Provider further agrees to abide by the policies and procedures for installation, operation, and maintenance of the Safety Device as outlined in Exhibit "A" (the "Policies and Procedures") of this Agreement, which is hereby incorporated herein and made a substantive part of this Agreement by reference.

**Section 2. Services by SHBB.** SHBB shall provide annual services related to the performance of this Agreement. Such services shall include:

- A. Providing educational materials to Provider and policies and procedures relating to the maintenance of the Safety Device to Provider;
- B. Operating a toll-free phone number for the general public to utilize in emergency situations involving abandoned children or issues related thereto;
- C. Educating emergency services personnel related to use of the Safety Device;
- D. Providing educational information to the general public regarding the location and awareness of the Safety Device at the Provider's facility as well as other educational resources related to child welfare advocacy and safe haven law awareness;
- E. Provide at minimum an annual inspection and perform maintenance on the Safety Device; and;
- F. Exclusively repair or replace parts if/when the Safety Device is malfunctioning at expense of Provider as set forth under Section 4 of this Agreement and as otherwise provided in this Agreement (collectively Subsections A-F hereinafter referred to as the "Services").

**Section 3. Lease and Service Term.** The term of this Agreement shall be for five (5) years ("Term") and shall renew for successive five (5) year terms upon the mutual agreement of the parties to the terms, fees, and conditions, unless terminated in accordance with the terms of this Agreement or as otherwise agreed to by the Parties.

**Section 4. Consideration.** In consideration for leasing the Safety Device and providing the Services described under Sections 1 and 2 above, Provider agrees to pay SHBB an initial fee of Eleven Thousand and 00/100 Dollars (\$11,000.00), unless otherwise agreed to by the parties under Section 3 of this Agreement. Provider shall pay a renewal fee of Five Hundred and 00/100 Dollars (\$500.00) for each successive Term under this agreement, due within thirty (30) days of the start of each successive Term. Additionally, Provider shall pay an annual fee of Three Hundred and 00/100 Dollars (\$300.00) and other associated expenses as determined from time to time by SHBB on January 1 of every year that this Agreement is in force. The foregoing fees and expenses include, but are not limited to, the services and expenses listed in the Services, Fees, and Expenses Schedule attached hereto as Exhibit "B" which is hereby incorporated herein made a substantive part of this Agreement by reference.

**Minutes of February 21, 2023  
Mayor and Board of Aldermen**

**Section 5. Obligations of Provider.** In addition to any and all other obligations of the Provider set forth herein, Provider shall:

- A. Follow all policies and procedures governing the use of the Safety Device as provided by SHBB, which may change from time to time. SHBB shall provide at least thirty (30) days prior written notice to Provider for any changes or additions to its policies and/or procedures. Provider shall have thirty (30) days to review any changes to the policies and/or procedures relating to this Agreement and to notify SHBB if Provider accepts such updated/new policies/procedures. If Provider does not tender written Notice to SHBB that it does not agree to the new changes within thirty (30) days of receipt of same, then Provider agrees to said changes and any such changes shall become a substantive part of this Agreement. Provider and SHBB agree to negotiate any rejected changes or additions to the extent possible. Any revised changes or additions to the policies and/or procedures must comply with the then current laws of the State of Mississippi. For any rejected changes/additions to the policies and/or procedures arising herein or relating to this Agreement that cannot be negotiated/agreed to after a good faith attempt to do so, the pre-existing version shall remain in effect or this Agreement may be terminated. Such policies and procedures are included as Exhibit A to this Agreement and, by way of Provider's signature hereto, shall evidence Provider's acknowledgment and receipt of the Policies and Procedures.
- B. Provider agrees to comply with Mississippi and Federal law pertaining to the operation, maintenance, installation, and removal of the Safety Device.
- C. Provider agrees to maintain the Safety Device in good working order, the costs of which are to be borne by Provider.
- D. Provider agrees to not change, add to, subtract from, alter, rebrand, or otherwise modify the Safety Device and accompanying signage as set forth in Exhibit A in any manner whatsoever without the prior written approval of SHBB.
- E. Provider agrees to use best efforts to prevent any third parties from adding to, subtracting from, altering, rebranding, or otherwise modifying the Safety Device and accompanying materials/signage as set forth in Exhibit A in any manner whatsoever without prior written approval by SHBB.
- F. Provider agrees to immediately notify SHBB of any damage, alteration, and/or modification to the Safety Device.
- G. Provider shall refer to the Safety Device as a "Safe Haven Baby Box" or "Baby Box."

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- H. Provider agrees to accept complete liability for any and all damages attributed to any and all unapproved alterations and/or modifications to the Safety Device made by Provider and any and all damages attributed to unapproved alterations and/or modifications to accompanying parts of the Safety Device, including required signage/materials made by Provider. Provider agrees to accept complete liability for modifications to the Safety Device which are the result of: its own actions, omissions, and/or failure to use best efforts to maintain the Safety Device in good working order or best efforts to prevent any modifications to the Safety Device by a third party.
- I. Provider shall procure and maintain twenty-four (24) hour alarm monitoring of the Safety Device at all times in accordance with directions for the same from SHBB and shall confirm with SHBB that such service is acceptable.
- J. Should the alarm monitoring service be disconnected for any reason, or should the Safety Device malfunction in any other way, Provider shall immediately notify SHBB of said malfunction and shall secure the Safety Device and ensure it is not available for public use by locking its exterior door and removing all signage and material related to its use and functionality. Further, should the Safety Device malfunction, Provider agrees that it will post signage that the Safety Device is presently unavailable and Provider agrees that it will keep the Safety Device secured and closed to the public until SHBB approves the Safety Device to be reopened to the public for public use as a Safety Device.
- K. Provider agrees that SHBB may, but is not required to, inspect the Safety Device at any time including, but not limited to: to ensure that it is in good working order, to ensure proper branding and signage is being displayed, and to conduct tests related to its functionality and monitoring and alarm systems.
- L. Provider acknowledges and agrees to maintain current knowledge of any changes to said Mississippi State Law or Federal law governing the Safety Device and acknowledges and agrees to operate and maintain the Safety Device in accordance with the most recent version of said State and Federal laws.
- M. Provider shall bear the cost of operating, maintaining, removing, repairing and/or otherwise modifying (modifications subject to approval of SHBB) the Safety Device.

**IT IS IMPERATIVE THAT ANY MALFUNCTION IDENTIFIED WITH RESPECT TO THE SAFETY DEVICE OR ANY DISCONNECTION IN THE SAFETY DEVICE MONITORING SYSTEM RESULT IN THE IMMEDIATE SECURING AND LOCKING OF THE SAFETY DEVICE SO THAT IT MAY NOT BE USED BY THE PUBLIC DURING THIS TIME PERIOD. FAILURE TO DO SO MAY RESULT IN A THREAT OF BODILY HARM OR DEATH TO AN INFANT**

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**PLACED IN THE SAFETY DEVICE DURING ANY PERIOD OF TIME IN WHICH THE SAFETY DEVICE IS MALFUNCTIONING OR NOT.**

**Section 6. Representations and Warranties.**

- A. Representations & Warranties of Provider. Provider represents and warrants that the undersigned is a duly acting and authorized agent of Provider who is empowered to execute this Agreement with full authority of Provider. Further, Provider has undertaken a reasonable investigation into the laws and regulations governing the applicable jurisdiction within which it intends to place the Safety Device and has confirmed that such placement and administration of the Safety Device does not violate any provision of any law, ordinance, governmental regulation, court order, or other similar governmental controls.
- B. Representation & Warranties of SHBB. SHBB represents and warrants that the undersigned is a duly acting and authorized agent of SHBB who is empowered to execute this Agreement with full authority of SHBB. Further, SHBB has full ownership of the Safety Device. SHBB represents and warrants that the Safety Device is fit for use and will operate as a Safety Device in accordance with Safe Haven for Infants Act, NMSA 1978 Section 24-22-1.1.
- C. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT A MEDICAL DEVICE AND HAS CONFIRMED SUCH WITH THE FOOD AND DRUG ADMINISTRATION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT INTENDED AS A CONSUMER PRODUCT AND THUS IS NOT REGISTERED WITH THE CONSUMER PRODUCT SAFETY COMMISSION. SHBB FURTHER REPRESENTS THAT THE SAFETY DEVICE IS NOT REGISTERED WITH THE FEDERAL TRADE COMMISSION AND/OR THE FEDERAL COMMUNICATIONS COMMISSION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT TESTED BY NATIONALLY RECOGNIZED TESTING LABORATORIES PROGRAM.**

**Section 7. Insurance.** Provider agrees to procure and maintain in full force and effect at all times during the Term of this Agreement and any renewals thereof, at its own cost and expense, a policy or policies of comprehensive commercial general liability insurance on an occurrence basis, in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate and a \$2,000,000 limit umbrella coverage related to the Safety Device's placement and operation in or about Provider's facility against all loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in upon or about the Safety Device during the Term of this Agreement and all extensions thereof. This insurance policy need not be a separate policy solely because of this Agreement but, rather, will be part of the Provider's general liability and umbrella policies.

**Section 8. Indemnification.** Each party agrees to defend and indemnify, protect and hold

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harmless the other party, its officers, directors, employees, volunteers, independent contractors, agents, and all other persons and related entities thereof, against any loss, claim at law or equity, cause of action, expenses, damages or any other liability (collectively, "Claim") arising in relation to and to the extent of the indemnifying party's gross negligence or willful or wanton misconduct, whether acts or omissions, in the installation, placement, removal, use, and maintenance of the Safety Device in, on, or about Provider's facility or premises. No provision in this Agreement modifies or waives any provision of the Mississippi Tort Claims Act.

**Section 9. Termination.** Provider may terminate this Agreement upon sixty (60) days prior written notice from Provider to SHBB prior to the end of the Term, otherwise this Agreement shall renew for a successive Term. In accordance with the terms of this Agreement, Provider and/or SHBB may terminate this Agreement on notice of a change of policies and procedures by SHBB that Provider did not previously agree to after a good faith attempt has been made to negotiate the change or addition to the policies and/or procedures arising herein or relating to this Agreement; however, a required change of policy or procedure pursuant to compliance with a Mississippi State or Federal law shall not be grounds to terminate this Agreement. SHBB may terminate this Agreement for any reason specified under Section 10, below. At the point of termination of this Agreement, Provider shall secure and lock the Safety Device and remove all signage provided by SHBB. Provider shall place new visible signage denoting that the Safety Device is not functional and that any person desiring to utilize the Safety Device should instead contact emergency services. If Provider removes the Safety Device, then it shall make arrangements with SHBB for its conveyance or retrieval to SHBB. SHBB shall not be obligated to remove the Safety Device; however, at any time after this Agreement has terminated, SHBB may, at its sole discretion, notify Provider that it intends to remove and recover the Safety Device. Under such circumstances, Provider agrees to cooperate with SHBB in the retrieval of the Safety Device, the expenses of which shall be borne by SHBB, so long as expenses do not exceed \$500.00 and unless the termination of this Agreement was effectuated under Section 10 below, in which case the cost hereunder shall be borne by Provider.

### **Section 10. Remedies.**

- A. Option to Cure.** Any uncured breach of this Agreement by Provider, after written notice from SHBB to Provider and a thirty (30) day opportunity to cure, shall give SHBB the option of immediately terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense. If Provider is notified by SHBB that the Safety Device is not properly functional or lacks monitoring required by this Agreement, then SHBB may order the Safety Device secured and locked until further inspection. Provider shall have thirty (30) days to cure any lack of monitoring or improper functioning of the Safety Device. Such time may be extended by any delay attributable to SHBB. If Provider does not cure any lack of monitoring or improper functioning of the Safety Device within the initial thirty (30) day period upon SHBB's review and report, Provider may have an additional thirty (30) days to cure any breach. If Provider fails to cure any breach of this Agreement after two (2) attempts to cure as set forth above, SHBB may terminate this Agreement if it concludes in its sole discretion that Provider has not upheld its obligations under this Agreement. Any breach of this Agreement by Provider

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which has not been cured by Provider within thirty (30) days after notice received from SHBB shall give SHBB the option of terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense.

- B. Attorney's Fees.** Attorneys' fees, costs, and expenses shall be awarded to the prevailing party for any dispute relating to or arising from this Agreement. The term "*Prevailing Party*" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense.

**Section 11. Ownership of Safety Device.** Provider agrees and acknowledges that ownership of the Safety Device remains with SHBB and this Agreement is merely a services and lease agreement. Provider does not have any ownership interest in the Safety Device. Provider shall not lease, sell, or otherwise transfer the Safety Device during or after the term of this Agreement without the specific written consent of SHBB.

**Section 12. Disclaimer and Limitation of Warranties.** SHBB IS NOT THE MANUFACTURER OF THE SAFETY DEVICE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE, OR NON-INFRINGEMENT OF THE SAFETY DEVICE. WITH RESPECT TO THE SAFETY DEVICE, PROVIDER ACCEPTS IT "AS IS." THE SAFETY DEVICE SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO SHBB AND/OR PROVIDER BY THE SAFETY DEVICE MANUFACTURER AND/OR AVAILABLE BY THE SAFETY DEVICE'S COMPOSITE PARTS. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE TERM(S) OF THIS AGREEMENT, UNLESS OTHERWISE STATED OR PROVIDED FOR HEREIN OR PROVIDED BY LAW.

SHBB neither assumes nor authorizes any other business organization, entity, or person associated or related by legal right, corporate entity, governmental entity, or any other entity associated or related by legal right to assume it, or any other liability in connection with the construction, use, operation, installment, removal, maintenance, or lease of the Safety Device. There are no warranties which extend beyond the terms of this Agreement, unless otherwise stated or provided for herein or by law via preemption. These warranties shall not apply to the Safety Device or any and all improvements, restoration, repair, remodel, modifications, and/or any other construction work on the Safety Device of any kind, related to the Safety Device, or any other part thereof which has been subject to accident, negligence, alteration, abuse, use or misuse of same which are not approved of by SHBB and/or agreed to by SHBB. SHBB makes no warranty whatsoever with respect to accessories or parts not supplied by it.

**Section 13. Notice.** Any notices requests, demands, waivers and other communications given as provided in this Agreement will be in writing and will be deemed to have been given if delivered in person (including by Federal Express or other personal delivery service), or mailed by certified or registered mail, postage prepaid, and addressed to at the following addresses:

**Minutes of February 21, 2023  
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Notice to SHBB: Monica Kelsey  
P.O. Box 185  
Woodburn, IN 46797

Notice to Provider: George Bass  
P.O. Box 929  
Long Beach, MS  
39150

Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

**Section 14. Assignability.** This Agreement is binding and benefits the successors and assignees of the Provider, which includes any and all originations/entities or persons with which the Provider may dilute, merge or consolidate, or to which it may transfer substantially all of its assets or equity interests. Provider shall not transfer or assign this Agreement, however, without the specific written consent of SHBB, which consent shall not be unreasonably withheld.

**Section 15. Governing Law/Jurisdiction.** The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of Mississippi and Mississippi courts. Should any dispute arise out of or relating to this Agreement and any of its incorporated parts, Parties agree that said dispute may exclusively be litigated in state or federal court in of the State of Mississippi. Each Party waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each Party agrees and acknowledges that any term not defined herein shall be construed to have its every-day, contextual meaning as defined in the latest editions of the Merriam Webster Dictionary, and if a legal term, Black's Law Dictionary; and should any term, condition, or provision of this Agreement be deemed vague, ambiguous, or confusing, it shall not be construed in favor of either Party.

## Minutes of February 21, 2023 Mayor and Board of Aldermen

**Section 16. Integration/Entire Agreement.** This Agreement, along with the attached Exhibits hereto represents the entire expression of the final agreement of the parties and supersedes all previous and contemporaneous communications or agreement regarding the subject matter hereof. Provider by its signature below hereby acknowledges that Provider agrees to be bound by the terms and conditions and policies and procedures set forth in this Agreement as may be updated from time to time and agreed to in accordance with the terms of this Agreement. Any additional terms or conditions contained in purchase orders or other forms not incorporated into this Agreement are expressly rejected by Provider and shall not be binding, unless Provider agrees to them in a writing signed by both parties.

**Section 17. No Oral Modification.** No change, modification, extension, termination, or waiver of this Agreement or any of its incorporated documents or parts, or any of the provisions contained, will be valid unless made in writing and signed by duly authorized representative of the parties.

**Section 18. Waiver.** No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by the parties to be charged and, unless otherwise stated, no such waiver shall constitute a waiver of any other provision or a continuing waiver.

**Section 19. Severability.** In the event that one or more of the provisions of this Agreement shall become invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained shall not be affected as a whole.

**Section 20. Time of the Essence.** The Parties expressly recognize that time is of the essence in the performance of their respective obligations under this Agreement and that each Party is relying on the timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performance by the other party.

**Section 21. Tort Claims Immunity.** Provider shall be subject in all cases to the immunities, provisions and limitations of the Mississippi Tort Claims Act §11-46-11.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be executed and be effective on the date first written above.

**Safe Haven Baby Boxes, Inc.**

By: \_\_\_\_\_  
Monica Kelsey, Founder/CEO  
Safe Haven Baby Box, Inc.

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**Provider**

**City of Long Beach Mississippi**

By: \_\_\_\_\_

*Lease and Service Agreement*

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**Minutes of February 21, 2023  
Mayor and Board of Aldermen**

EXHIBIT A

SAFE HAVEN BABY BOXES, INC.  
POLICIES AND PROCEDURES

**I. Purpose:**

- A. Safe Haven Baby Boxes, Inc.'s product is the Baby Box. A Baby Box is a safety device provided for under Indiana Safe Haven Law and legally permits a parent in crisis to safely, securely, and anonymously surrender his or her newborn. A Baby Box is installed in an exterior wall of a designated fire station or hospital. It has an exterior door that automatically locks upon placement of a newborn inside the Baby Box and an interior door which allows a medical staff member to secure the surrendered newborn from inside the designated building.

**II. Policies:**

- A. A Provider is a hospital or site, such as a volunteer fire department, staffed by an emergency services provider on a twenty-four (24) hour, seven (7) day a week basis and provides a legal location and maintenance for a Safe Haven Baby Box where a newborn may be dropped off by a person who wishes to relinquish custody under the Safe Haven Law of the applicable jurisdiction.
- B. The Baby Box is designed with three independent alarms and is activated:
1. When the door is accessed from the outside.
  2. When the newborn is placed in the box and activates the motion sensor
  3. When electrical failure occurs to the Baby Box.

**III. Generic procedures when the Baby Box is Activated:**

- A. Emergency Personnel, including, Firefighters, Police Officers, EMT's, or Paramedics must perform the act of retrieving a newborn and taking said newborn into custody when he or she is voluntarily placed in a Box and the parent does not express an intent to return for the newborn.
- B. Emergency Personnel who take custody of a newborn shall perform any act necessary to protect the child's health and safety.
- C. Emergency Personnel must respond every time an alarm is activated at the Baby Box to verify whether a newborn has been dropped off.
- D. Emergency personnel may access the Baby Box on the inside of the Provider's building. An alarm is activated to signal 911 when the door is opened and the newborn may be inside the door area on the prepared bed area.
- E. Newborns will be evaluated by medical personnel at the location and immediately transported to the closest hospital for further evaluation. The

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evaluation at the hospital will include screenings and examinations by physicians as necessary.

- F. EMS transporting newborn to hospital will notify the hospital personnel that this was a Safe Haven Baby Box newborn surrendered under the current Safe Haven Law.
- G. The hospital supervisor will notify the appropriate state agency and have a social services consult order placed.

#### IV. Additional Procedures for designated Providers:

- A. All Baby Boxes must be leased from Safe Haven Baby Box, Inc. and may not be re-sold. All Baby Boxes shall remain the property of Safe Haven Baby Box, Inc. throughout each and every Term of any Agreement between Provider and Safe Haven Baby Box, Inc.
- B. To support the education of, and to avoid confusion in the market, the Baby Box may not be rebranded or called anything but a "Safe Haven Baby Box", a "Baby Box", or referred to as a "Box".
- C. Each Provider will maintain uniform signage purchased from Safe Haven Baby Boxes, Inc. at its own expense. Any additional signage must have prior approval from Safe Haven Baby Boxes, Inc.
- D. The Baby Box will be delivered in accordance the following:
  - i Initial fee has been paid to Safe Haven Baby Boxes.
  - ii The Provider location is able to agree to install, test, train personnel, and schedule the unveiling / blessing within sixty (60) days of receipt of the Baby Box.
  - iii Provider understands delivery of the Baby Box will be scheduled 4 to 6 weeks after payment is received and with mutual agreement of the installation and unveiling / blessing dates.
  - iv Provider agrees to arrange for and begin the installation of the baby box within Two (2) weeks after delivery.
- E. The Baby Box will not be announced to the public or otherwise discussed with third parties or go "live" prior to the official unveiling/blessing of the Baby Box, which will be agreed upon prior to "going live".
- F. The "Go-Live" date will be determined after the following:
  - i Installation is completed and the alarm system is ready for testing.
  - ii Seven consecutive days of successful alarm testing is completed.
  - iii Training of staff is completed.
  - iv Final Inspection is completed.
- G. Each Provider must maintain security monitoring at its own expense and may not turn off security monitoring without giving Safe Haven Baby Boxes, Inc. sixty (60) days' notice.
  - i If a Provider has the service discontinued without Safe Haven Baby Boxes, Inc.'s knowledge, the location is subject to liability.

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- ii Pending notice or drop of security monitoring, Safe Haven Baby Box, Inc. will de-activate the non-conforming location.
  - H. Each Provider will provide medical information and a copy of parents' rights located in a bag inside the Baby Box. The bag is to be placed on the medical bassinet and leaning against the outside door.
  - I. Each Provider must test the security/alarm system on the Baby Box at least once a week. Provider must keep a log or record of tests and submit the log or record to Safe Haven Baby Boxes, Inc. quarterly and upon the demand of Safe Haven Baby Box, Inc. The log or record shall list at least the name of the persons testing the Baby Box, the date tested, and the result of the test.
  - J. Provider will ensure that no video monitoring will occur around the part of the building containing or facing the Baby Box.
  - K. Provider must perform daily checks of the Baby Box to ensure the presence of a clean fitted bassinet sheet and a blanket.
  - L. Provider must ensure a climate-controlled environment inside the Baby Box maintains a reasonable temperature for a newborn.
  - M. Each Provider is responsible for training personnel on the use, features, and procedures of the Baby Box. Provider can contact Safe Haven Baby Box, Inc. for group training services.
  - N. After retrieving a newborn from the Baby Box, the Provider must verify that the door to the Baby Box is secured and closed.
  - O. After retrieving a newborn from the Baby Box, the Provider must reset the alarm system after deactivation.
  - P. All safe surrenders are required to be reported to Safe Haven Baby Boxes, Inc. by phone at 260-750-3668 and to the Mississippi Department of Human Services at 601-359-4368 within two (2) hours of the surrender.
  - Q. In the event that the Agreement with Safe Haven Baby Boxes, Inc. is terminated for whatever reason, Provider is responsible for all costs and expenses of removing respective Baby Boxes at Provider location(s).
  - R. Provider is to use best efforts to secure the integrity and good working function of the Baby Box at all times, including upon removal of any Baby Box, if necessary. Damage to Provider's leased Baby Box(es) is compensable to Safe Haven Baby Boxes, Inc. by Provider. Provider is to reimburse Safe Haven Baby Boxes, Inc. for any and all damage to the Baby Box during the pendency of the Agreement and any termination or expiration of it. Any such reimbursements are to be sent within thirty (30) days to the name and address listed in the Notice provision of the Agreement.
- V. Documentation (Documents & Forms):
- A. Documents
    - 1. Weekly Safe Haven Baby Box alarm system checks
    - 2. All Safe Surrenders by date and time

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## EXHIBIT B SAFE HAVEN BABY BOXES, INC. SERVICES, FEES, AND EXPENSES SCHEDULE

Initial Fee: \$11,000 (\$12,000 with pre-installed camera option)

1. Baby Box including signage and provider kit
2. "Pre-installation" Services:
  - a. Examination of location
  - b. Administrative/Legal resources
  - c. Consultation on programs
  - d. Assistance with raising funds to support the cost of the box (optional)
3. Installation Services:
  - a. Inspection of installation
  - b. Training to all emergency personnel
4. Post Installation Services:
  - a. Marketing of the box
  - b. 24/7 hotline available to the community
  - c. Advertising of the box
  - d. Efforts to support raising awareness on a local, state, and national level supporting the box in each community

Annual Fee: \$300

1. Annual Fee Services
  - a. Recertification of the box by SHBB authorized personnel
  - b. Maintenance of box from expected use
  - c. Unlimited repairs and parts replacement as a result of a malfunction and not as a result of negligence or vandalism.

OTHER FEES NOT INCLUDED IN INITIAL FEE: (Estimated at \$5,000-\$7,500)

*\*Fees vary based on location and/or services donated by local community members. The below items are estimates and not a guarantee of cost.*

1. Delivery: Minimum \$500.00. Cost based on location and transportation from Indiana. You can pick up at our Woodburn IN manufacturing facility to waive the delivery charge. (Must be pre-scheduled)
2. Installation: Labor and materials~\$2,000-\$3,500 (Location may be able to get this donated)
3. Electrical and Alarm: hook up to internal alarm system (Internal alarm must go to 911 dispatch for use with the baby box)~\$1,200
4. Annual Alarm Service: Annual fee for monitoring~\$300 annually paid by location to Alarm Company
5. Permits or other requirements prior to construction. (varies)
6. Camera option. Box comes pre-installed with the Amazon Blink™ camera and requires a third-party membership to activate. Location must have a Wi-Fi connection. *\*Alternatives may apply. Please contact SHBB for more information*

After continued discussion, and upon the advice of City Attorney Steve Simpson, Alderman McGoey offered a substitute motion seconded by Alderman Parker and unanimously carried to approve the aforementioned agreement subject to Safe Haven Baby Boxes, Inc. agreeing to strike Section 8. Indemnification and counsel's review and approval.

\*\*\*\*\*



February 19, 2024

Senate HHS Committee  
Colorado State Capitol  
200 E. Colfax Avenue  
Denver, CO 80203

Dear Chair Fields, Vice-Chair Ginal, and Members of the Senate Health and Human Services Committee:

I am writing to urge your NO vote on SB 24-083. This idea is misguided policy and a box too far.

The Colorado General Assembly has previously passed several Safe Haven bills in an effort to educate and offer young women in severe denial about a crisis pregnancy an alternative to abandoning or harming their newborn. Colorado now offers over 900 locations where a mother can anonymously leave her infant, if she chooses to do so. Thankfully, the number of infants abandoned at Safe Haven locations is small, and these locations *require transfer of the infant to another human being*.

While some may view installing “baby boxes” as a well-intentioned next step, the dehumanizing, commodifying message this process will send to future adoptees left in baby boxes has the potential to do far more long-term harm than good. As someone who has facilitated support groups for adoptee severed from their roots, I have seen the devastating effects ranging from grief and identity issues, up to and including addiction and suicide.

As a starting point, here's a piece I wrote for the Sun a few years ago which outlines a number of concerns, from a policy standpoint. <https://coloradosun.com/2019/02/17/opinion-baby-safe-haven-laws/>

Further:

1. Replacing "deliver" and "abandon" with the word "relinquish" (which carries with it significant statutory implications and deadlines -a family law attorney will be submitting a letter/testimony in greater detail on this) is a serious concern.

2. This bill flies in the face of the spirit of truth and transparency in adoption and donor conception, which advocates have worked so hard to cultivate with bills like SB 14-051 and SB 22-224. The Colorado General Assembly has taken a stand for preserving information and access to roots for vulnerable citizens whenever possible. Please do not depart from this healthy, human-focused policy by aligning with the overly-simplistic, commodifying message implicit in [this bill](#).

3. In today's age of security cameras, consumer DNA testing, and social media, baby boxes will not make the process any more anonymous (not that anonymity from offspring is generally a good thing) than the existing system.

4. Eliminating the requirement of a human-to-human transfer of the baby means missed opportunities to:

- help a mother in crisis (or herself in danger);
- allow a mother to voluntarily provide some family and medical history that could be invaluable to the future adoptive parents and the future adoptee (assuming the child is adopted)
- visually assess whether the person delivering the infant to the SH locations is in fact the mother, or someone doing so with consent of the parent(s).

Thank you for giving serious consideration to these thoughts. We urge your NO vote on SB83. It's a misguided policy and a box too far.

Respectfully,

Richard Uhrlaub, M.Ed.  
President  
Coalition for Truth and Transparency in Adoption  
Adoption Search Resource Connection  
Helpline: 303/232-6302





**BEACON**  
CONFIDENTIAL

**BEACON**  
**Confidential LLC**  
P.O. Box 796  
East Troy, WI, U.S.A. 53120

February 20, 2024

TO: Members of the Colorado Senate Health and Human Services Committee  
FROM: David Bohl, MA, CSAC, MAC  
RE: SB 24-083

Dear Chair Fields, Vice-Chair Ginal and Committee Members,

I am submitting this written testimony in opposition to SB83 as I am unable to attend in person.

I am an addiction counselor and adoptee raised by wonderful parents and given every material opportunity a child could wish for. I have had two successful careers and am a married father of two adult children. I am also in lifelong recovery from substance addiction. I refer to myself as a “relinquishee” because the lifelong importance and impact of relinquishment is often overlooked by society in our haste to view the separate experience of adoption through rose-colored glasses.

I am writing to respectfully request your “no” vote on SB83 for the following reasons (see related citations):

1. Relinquished and adopted adolescents attempt suicide at four times the rate of their non-adopted peers, according to this University of Minnesota Study.  
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3784288/>
2. Relinquishees experience substance abuse and addiction at rates ranging from double to nearly quadruple those who stayed connected to biological family.  
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3499473/>
3. Another study confirmed that adoptees and foster youth experience higher prevalence for the need for counseling services, along with higher rates of alcoholism and substance abuse, whether tied to genetic predisposition or mental disorders in the \*adoptive\* parents.  
<https://journals.sagepub.com/doi/full/10.1177/1066480720956639>
4. There is no guarantee that an infant abandoned at a safe haven location, who may have any number of genetic or neglect-related challenges, will be adopted, or that once adopted, the adoption will not disrupt. Each subsequent loss is traumatic and causes further propensity toward substance abuse and addiction. <https://pubmed.ncbi.nlm.nih.gov/23504534/>

Baby boxes were initiated in the 12th Century by order of a European pope as a compassionate move to value the lives of children and rescue at least some from starvation and exposure. While I appreciate the similar spirit of SB 83, our modern understanding of attachment theory, brain science, factors that

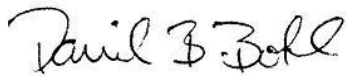
trigger addiction, and basic identity development have come a long way since then. We can do better than a 12th century practice for the well-being of infants, mothers in crisis, and adoptive families.

In my view, it is a grave mistake to enact a law that erroneously assumes that there will be no traumatic consequences - for both mother and baby - related to depositing an infant in a metal box and walking away. The potential long-term costs to individuals and society must be given serious consideration.

From my perspective, taking this further isolating step will only exacerbate the chances that a relinquishee will grow up and have serious struggles with addiction and suicidality. There is no positive, healthy, believable way to spin being abandoned in a box by someone who may or may not have been one's mother.

Please vote no on SB 24-083.

Sincerely,

A handwritten signature in black ink that reads "David B. Bohl". The signature is written in a cursive, slightly slanted style.

David B. Bohl, MA,  
Clinical Substance Abuse Counselor (CSAC), Master Addiction Counselor (MAC)  
[David@BeaconConfidential.com](mailto:David@BeaconConfidential.com)  
414.522.1151

Senate Health & Human Services  
02/21/2024 Upon Adjournment  
SB24-083 Relinquishment of Child in Newborn Safety Device  
Typed Text of Testimony Submitted

Name, Position, Representing	Typed Text of Testimony
Donna LaBelle For themselves	Chair Fields and members of the Health and Human Services Committee: I see no possible reason to oppose SB24-083 as it fulfills every part of the title of your committee. It is for the health of the mother and the child. It serves humankind in its most basic need and at the most vulnerable time of life, again for both the mother and the infant. A sign of the civility of a society is demonstrated in how it cares for the very young and very old, the weak and the needy. I know that each of you has a noble heart that does care for these and that is why you have answered the call to do what you do. For the good of society and the state of Colorado, please vote yes on this bill!!! Thank you so much! Donna LaBelle