

CONTRACT FOR ADOPTION SERVICES
Domestic U.S. Adoption

This agreement is entered into by and between JOURNEYS OF THE HEART ("JOH") and the following named prospective adopting parent or parents:

DESIGNATIONS USED IN THIS AGREEMENT

The following designations are used in this agreement:

"JOH" refers to JOURNEYS OF THE HEART

"PARENT" refers to the above-named prospective adopting parent or parents. The word PARENT, in capital letters refers to each prospective adopting parent who signs this agreement.

"the parties" refers collectively to JOH and PARENT.

"CHILD" refers to a child or children, born or unborn, that JOH has been told is, or may be, available for adoption.

"BIRTH PARENT" refers to the present legal parent or parents, guardian or guardians (other than JOH, of the CHILD. BIRTH PARENT is often, but not always, the CHILD's biological parent or parents.

RECITALS

1. PARENT is a natural person or persons who wish to adopt a child or children presently living in the United States. PARENT acknowledges, and is aware, that the relationship established by adoption is one of parent and child, and that if PARENT succeeds in adopting PARENT will incur towards the adopted child/children all obligations, duties, and responsibilities of a legal parent.

2. JOH is a private, non-profit, adoption agency, licensed in one or more U.S. states to provide adoption services.

3. PARENT has completed and submitted to JOH a written application for adoption, which is hereby incorporated herein by this reference, and has paid the non-refundable application fee.

4. The parties now wish to enter into an agreement regarding prospective adoption services and to define their respective rights and obligations in that regard.

5. The provisions of this agreement are intended to govern those matters which are within the control of the parties. The parties acknowledge that the prospective adoption will involve persons who are not a party to this agreement, such as the legal parent or parents, guardian or guardians, of any prospective adopted child. The parties acknowledge, therefore, that the process is subject to uncertainty, unpredictability, and circumstances beyond the control of either party. The parties specifically acknowledge that the ultimate success or failure of the adoption process may depend on factors beyond the control of the parties, and that any failure of the adoption process is not necessarily caused by the fault or breach of any party.

AGREEMENTS

1. Recitals

The Designations and Recitals set forth above are hereby made a part of this agreement.

2. General Obligations of JOH

2.1 General obligations In consideration of payment by PARENT of the required fees and of the agreements contained herein, JOH agrees to provide adoption services to PARENT as specified in this agreement.

Services: Develop and review the adoption home study of PARENT
Attempt to refer to PARENT a child for potential adoption
Supplying to PARENT available information about child and child's biological parents
Facilitate meetings between PARENT and birth parent as appropriate
Identifying and minimizing potential legal impediments to adoption
Taking relinquishment of CHILD from BIRTH PARENT
Attempting to place CHILD with PARENT for purpose of adoption

2.2 Conditions precedent to JOH's obligations JOH is obligated to provide services to PARENT only in accordance with the provisions of this agreement, and only upon satisfaction by PARENT of all conditions precedent, including payment by PARENT of fees as required herein and in the Schedule of Fees.

2.3 Limitations to JOH's obligations PARENT specifically acknowledges and understands that JOH's obligations to PARENT under this agreement are limited by JOH's legal obligation to act at all times in the best interests of any child referred to or placed with PARENT under this agreement (the "CHILD").

3. Cooperating Agencies

3.1 Selection and approval of cooperating agency If PARENT resides outside of Oregon or a state served by a JOH branch office, or if PARENT wishes to use an agency other than JOH to provide adoption home study and post-placement services and reports, PARENT must select a potential Cooperating Agency licensed to provide such services in the state where PARENT resides.

3.2 Relationship between JOH and cooperating agency All cooperating agencies are entities separate and distinct from JOH. PARENT acknowledges and understands that no cooperating agency is an employee, contractor, branch, or affiliate of JOH, and that JOH has no control over the means or manner of the performance of the services provided by any cooperating agency.

3.3 Payment for services rendered by cooperating agency PARENT is solely responsible for paying all fees and costs for services provided by any cooperating agency.

3.4 Transmittal of Cooperating Agency reports PARENT is solely responsible for seeing that notarized copies of all adoption home study and post-placement reports prepared by a Cooperating Agency are transmitted to JOH on a timely basis.

4. General Obligations of PARENT

In consideration of the agreements contained herein, and in addition to the other obligations specified herein, PARENT agrees to the following responsibilities. Failure to fulfill these responsibilities may result in suspension or termination of services and/or termination of this agreement.

4.1 Cooperation PARENT must fully cooperate with JOH, JOH's agents and employees, and any relevant cooperating agency, in all ways reasonable and necessary to accomplish the objectives of this agreement.

4.2 Notice of change in status or plans PARENT must, within five business days, notify JOH and any relevant cooperating agency of any and all of the following circumstances:

4.2.1 Any actual or prospective change in employment, financial status, work or home address, work or home telephone numbers, health status, or family composition, including but not limited to any pregnancy of PARENT;

4.2.2 Any criminal charges, other than traffic infractions, brought against PARENT or any member of PARENT's household;

4.2.3 Any efforts by PARENT to adopt a child through, or any assignment of a child to PARENT for purposes of adoption from, any person or entity other than JOH.

4.2.4 JOH policy requires at least one year between the arrival of new children in PARENT's household, whether by birth, adoption, or otherwise. In keeping with this policy, JOH does not place two or more unrelated children with the same family at the same time although JOH will carefully review each situation on a case by case basis.

4.3 Truthful and complete information At all times while this agreement is in effect, PARENT agrees and warrants that all information provided by PARENT will be true, accurate, and complete, to the best of PARENT's knowledge.

4.5 Duty to ask questions PARENT will make its questions and uncertainties regarding adoption and the adoption process known to JOH, so that JOH may better prepare PARENT for adoption.

4.6 Material breach Any breach of the terms of this section 4 is a material breach of this agreement.

5. Adoption Home Study

5.1 Definition An adoption home study is an educational and investigative process in which the general suitability of PARENT to parent an adopted child is evaluated.

5.2 Responsibilities of PARENT If PARENT resides outside of Oregon or a state served by a JOH branch, PARENT must initiate the adoption home study process by selecting and contacting an appropriate cooperating agency.

PARENT must provide the social worker performing the adoption home study with reasonable access to PARENT's home and family during normal working hours, even if this requires PARENT to take time off from work. PARENT is solely responsible for paying all costs and fees associated with the adoption home study, whether conducted by JOH or by a cooperating agency.

5.3 Responsibilities of JOH In most cases, if PARENT resides in Oregon or a state served by a JOH branch, JOH will perform the adoption home study and will, if appropriate, produce a written adoption home study report in the appropriate required format.

5.4 Results and effect of adoption home study The adoption process will proceed only upon completion of a written report for PARENT and JOH's approval of such report. JOH may decline to write or approve an adoption study report for PARENT if JOH, in its sole discretion, does not believe that PARENT satisfies applicable minimum legal standards for adoptive homes or otherwise is unsuitable to adopt.

5.5 Ownership and use of written adoption home study report PARENT will receive a copy of the adoption home study at the appropriate stage of the pre-adoption process. Any written adoption home study report prepared for PARENT by JOH is the sole property of JOH and may not be copied or distributed, or used for any non-JOH adoption, without the express advance written permission of JOH and payment for non-JOH adoption use.

5.6 Additional JOH adoption home study criteria PARENT agrees that, regardless of PARENT's personal or religious views or beliefs about child discipline or withholding medical care, medicine or blood transfusions, PARENT (a) will provide or authorize all necessary medical care for the child, (b) will not use any physical punishment or discipline (including spanking) with regard to the child.

6. Pre-Adoption Service Plan and Education

6.1 Pre-Adoption Service Plan After the adoption home study for PARENT has been completed and/or reviewed by JOH, JOH will create a pre-adoption "service plan" for PARENT. The service plan may include additional consultations, counseling, readings, or other educational or social services and resources that PARENT is required to obtain or participate in.

6.2 Psychological Assessment Under some circumstances and in its sole discretion JOH may request that PARENT receive psychological or similar professional assessment or testing in order to determine the suitability of PARENT to adopt. Payment for any such assessment is solely the responsibility of PARENT.

6.3 Pre-Adoption Education PARENT must become informed and educated with regard to the process and issues common to adoption and adopted children by reading any and all educational and informational materials, listening to and watching all educational video or audio tapes, and completing all educational classes, courses, and activities, required by JOH, by any relevant cooperating agency, or by any relevant state or federal law.

7. Legal Representation

7.1 Legal representation for PARENT

7.1.1 Optional legal representation for PARENT Although JOH will explain the general legal process of adoption to PARENT, JOH will not provide legal advice or guidance to PARENT, and any explanation provided by JOH should not be considered any substitute for legal counsel.

7.1.2 Required legal representation for PARENT PARENT

must obtain independent legal counsel to handle all court and legal proceedings associated with the adoption of the CHILD.

7.1.3 Notification from PARENT's attorney Once PARENT has retained an attorney to represent PARENT in this matter, PARENT shall request that the attorney provide written notice to JOH of such representation.

7.1.4 Contact with BIRTH PARENT by PARENT's attorney Contact with the BIRTH PARENT by PARENT's attorney is not allowed absent prior written approval from the JOH Executive Director, based on special circumstances.

7.2 Responsibility for legal fees and costs Any and all attorney fees or court costs for any attorney retained by PARENT to represent either PARENT or BIRTH PARENT shall remain the sole responsibility of PARENT. JOH will not pay, advance, or reimburse PARENT for such fees and costs, and such fees and costs are not included in any fee paid by PARENT to JOH.

8. Referral of Child

8.1 Referral of child In the instance of a designated or identified adoption, PARENT may already have been paired with a BIRTH PARENT or CHILD eligible for adoption. In other situations, if PARENT's adoption home study is written and approved, and upon satisfaction of all other conditions precedent, JOH will make reasonable efforts to refer to PARENT a child eligible for adoption who meets the PARENT's criteria as stated in the Application for Adoption. The **DISCLAIMERS/RELEASES** provisions of this agreement expressly apply to this subsection.

8.2 Selection of PARENT In many instances, a child is referred to PARENT when BIRTH PARENT selects PARENT as prospective adoptive parents. PARENT understands that any such selection by BIRTH PARENT is merely the beginning of the process, and does not in any way guarantee placement or a completed adoption. Further, PARENT understands and acknowledges that, prior to placement, BIRTH PARENT may change its mind and decide not to proceed further with the adoption.

8.3 Available information regarding the CHILD and BIRTH PARENT

8.3.1 Information provided JOH will make reasonable efforts to obtain a medical history of both BIRTH PARENTS and, if the CHILD already has been born at the time this agreement is executed, to obtain available medical, psychological, and historical records concerning the CHILD. All such information obtained by JOH regarding the CHILD, including available photographs and the results of any HIV and AIDS test, will be provided to PARENT. Nothing in this subsection, or anywhere else in this agreement, shall be construed to create any obligation on the part of JOH to conduct any assessment, evaluation, testing, or

screening of any child or BIRTH PARENT. The **DISCLAIMERS/RELEASES** provisions of this agreement expressly apply to this subsection.

8.3.2 Acknowledgment of receipt PARENT must acknowledge receipt of all CHILD and BIRTH PARENT information documents provided through JOH by signing and returning to JOH the transmittal memoranda accompanying all CHILD and BIRTH PARENT information documents.

8.3.3 Professional review PARENT must have all CHILD and BIRTH PARENT information documents reviewed by a medical expert of PARENT's choosing who is experienced with pregnancy, infant medical issues, and medical conditions and histories similar to those of the BIRTH PARENT and/or the CHILD.

8.4 PARENT acceptance or rejection of child referral Within two working days after PARENT has received available information regarding the CHILD and BIRTH PARENT, or, in the case the CHILD is not yet born, after making all reasonable inquiries, PARENT must inform JOH of PARENT's acceptance or rejection of the child referral.

8.5 No guarantee of placement Neither referral nor acceptance of a child referral by PARENT guarantee that a child will be placed with PARENT.

9. Agreements between PARENT and BIRTH PARENTS

After PARENT has been selected by BIRTH PARENT, and after PARENT has accepted referral of the CHILD, PARENT and BIRTH PARENT may communicate about a number of subjects including the nature and extent of any continuing contact between PARENT and BIRTH PARENT and between the CHILD and BIRTH PARENT, the CHILD's name, and, if the CHILD has not yet been born, a plan for the actual physical transfer of custody from BIRTH PARENT to PARENT. For example, it is common for a BIRTH PARENT to request and for PARENT to agree to one or more visits a year between CHILD and BIRTH PARENT and photo and letter updates about the CHILD several times a year. In some instances, BIRTH PARENT may wish to provide the CHILD's permanent name. This may mean that the PARENT may have to agree to name chosen by BIRTH PARENT and not change it. JOH will facilitate communications between PARENT and BIRTH PARENT regarding these issues, and will not place a CHILD in PARENT's physical custody for purposes of adoption unless and until PARENT and BIRTH PARENT have reached consensus and have signed a written agreement on these issues.

10. Potential Legal Impediments to Adoption

10.1 Definition: "potential legal impediments" A "potential legal impediment" is a potential legal challenge to an adoption. Typically, a potential legal impediment may involve the refusal of one or both BIRTH PARENTS to consent to adoption, questions about the

paternity of the CHILD, or uncertainty as to whether the CHILD is subject to the Indian Child Welfare Act. Some degree of potential legal impediment exists in every adoption. For instance, even though a biological mother may have freely and knowingly consented to an adoption, there is always a risk that she will later attempt to revoke her consent, by claiming that the consent was given under duress or false pretenses.

10.2 Attempts to minimize potential legal impediments Prior to placement, JOH will make reasonable efforts to minimize potential legal impediments to adoption of the CHILD by PARENT. JOH will do so by, among other efforts, providing counseling to BIRTH PARENT where possible in order to prepare BIRTH PARENT for adoption, and where possible, obtaining written consents to adoption from BIRTH PARENT. PARENT acknowledges that JOH cannot eliminate all potential legal impediments, or guarantee that there will be no legal challenges to any proposed adoption.

10.3 Identification of remaining potential legal impediments After PARENT has been selected by BIRTH PARENT, and before the execution by PARENT of the Placement Agreement, JOH will provide PARENT with a written "Statement of Potential Legal Impediments," specifying any known remaining potential legal impediments to PARENT's adoption of the child. PARENT acknowledges that JOH is obligated to inform PARENT only of those potential legal impediments of which JOH is actually aware, or of which JOH, through reasonable efforts, could discover.

10.4 Effect of remaining potential legal impediments

10.4.1 Termination At any time prior to execution of the Placement Agreement, either party may elect to terminate the adoption process because of remaining potential legal impediments to the adoption, in accordance with the termination provisions of this agreement.

10.4.2 Election to proceed PARENT acknowledges, understands, and expressly agrees that, if, after receiving the "Statement of Potential Legal Impediments," PARENT elects, in writing, to proceed with the adoption, any post-placement legal challenges or impediments to adoption shall be the sole responsibility of PARENT, as more fully set forth below.

11. Placement

11.1 Meaning and consequences of "placement" Placement is the actual placing of the CHILD in the physical custody and control of PARENT for the purpose of an anticipated adoption. Placement has important consequences for both PARENT and BIRTH PARENT. After placement, and even though JOH will become the legal guardian of the CHILD, PARENT shall assume financial and other responsibilities with regard to the care and welfare

of the CHILD, as more fully set forth in the Placement Agreement. After placement, BIRTH PARENT's legal rights to oppose the potential adoption will become limited.

11.2 Conditions precedent to placement Placement will occur only after satisfaction of all conditions precedent, including the following: (1) JOH has approved PARENT's adoption home study; (2) BIRTH PARENT has selected PARENT, or the CHILD has otherwise been assigned to PARENT for purposes of adoption; (3) JOH has informed PARENT of potential legal impediments to adoption and PARENT has elected, in writing, to proceed with the adoption; (4) PARENT has fully executed the required Placement Agreement; (5) BIRTH PARENT has signed all documents necessary to relinquish the CHILD to JOH for the purpose of adoption, and JOH has agreed to take relinquishment of the CHILD; (6) JOH believes, in its sole discretion and professional judgment, that the placement would be in the best interests of the CHILD; and (7) PARENT has paid all required fees.

11.3 Relinquishment to JOH Relinquishment occurs only after the CHILD is born, and requires the full and knowing consent of both JOH and BIRTH PARENT. JOH has no control over whether or not BIRTH PARENT will consent to the relinquishment

11.4 Placement agreement At or about such time as the child is physically placed in the custody of PARENT, JOH and PARENT shall enter into and execute a written Placement Agreement.

12. Post-placement Requirements

12.1 Number and nature of post-placement requirements Post-placement requirements are to be fulfilled after a child is placed with PARENT, and may include counseling, supervision, reporting, evaluation, and a state-mandated court report. The number and nature of post-placement requirements may differ from case to case, depending on PARENT's home state, and other applicable jurisdictions, and depending on the needs and circumstances of each individual placement. JOH requires, at a minimum, three post-placement visits to PARENT's home by a qualified social worker, the first to occur within 30 days after placement of the CHILD with PARENT, the second to occur on or about six months after placement and the third to occur on or about twelve months after placement.

12.2 Responsibilities of PARENT PARENT agrees to fully participate in post-placement supervision by JOH. PARENT must provide the social worker performing the post placement visits and reports with reasonable access to PARENT's home and family during normal working hours, even if this requires PARENT to take time off from work.

12.3 Responsibilities of JOH In most cases, if PARENT resides in Oregon or a state serviced by a JOH branch office, JOH will perform required post-placement services and supervision, will prepare any required post-placement reports in the appropriate legal format, and will submit such reports to the appropriate persons or authorities.

12.4 Enforcement of post-placement requirements PARENT specifically agrees that, regardless of any other dispute resolution provisions of this agreement, in the event PARENT fails to fulfill post-placement requirements in a timely fashion, JOH may apply to Oregon Circuit Court for Washington County, or to the court in any other jurisdiction in which JOH maintains an office, for injunctive and other relief, including any damage or harm caused to JOH and its adoption programs as the result of PARENT's noncompliance

12.5 Continuing obligation of PARENT PARENT remains obligated to provide post-placement reports under this Section 12, even if PARENT subsequently relinquishes custody of the child to another family.

13. Finalization of Adoption

13.1 Definition of "finalization" To "finalize" an adoption means to have the adoption legally established and granted in the appropriate court of law.

13.2 Place of finalization of adoption Adoption laws may differ from state to state with regard to the rights of birth parents subsequent to placement and finalization. JOH reserves the right, in its sole discretion and professional judgment, to determine the state in which PARENT must finalize the adoption, and PARENT agrees to abide by the decision of JOH in that regard.

13.3 Obligations of PARENT PARENT is solely responsible for finalizing the adoption in a time frame consistent with the best interests of the child. In this regard, it is the obligation of PARENT to retain independent legal counsel to represent PARENT in the adoption proceeding, and to pay all fees, costs, and expenses associated with finalization, including, but not limited to, all attorney fees and court costs.

13.4 Obligations of JOH JOH's role in finalization of the adoption is limited to doing the following in a time frame consistent with the best interests of the child: (1) Providing JOH's agency consent to the adoption, as more fully set forth in the Placement Agreement, and to the extent that JOH, in its sole discretion and professional judgment, deems such consent advisable; (2) providing to the appropriate court any report required by the court of JOH; and (3) providing any necessary legal documents which JOH already possesses or may readily obtain.

14. Post-placement Challenges or Impediments Adoption

14.1 Sole responsibility of PARENT PARENT is solely responsible for resolving any post-placement challenges or impediments to adoption, including but not limited to those potential legal impediments identified by JOH in the Statement of Potential Legal Impediments. This means, among other things, that PARENT bears the sole

responsibility for any legal fees, expert fees, court costs, or other costs incurred in resisting or litigating such challenges. JOH will not pay, advance, or reimburse such fees, costs, or expenses on behalf of PARENT, and such fees, costs, or expenses are not included in any fee paid by PARENT to JOH. The provisions of this section apply regardless of whether litigation is initiated by PARENT or BIRTH PARENT, and regardless of whether or not JOH is named or joined as a party to such litigation.

14.2 JOH's role Because of JOH's relationship with both PARENT and BIRTH PARENT, JOH will, to the extent reasonably possible, remain neutral in any post-placement challenge to adoption. However, in the event that JOH is named or joined as a party to litigation arising out of a post-placement challenge to adoption, JOH may respond and participate in the litigation, and may make such arguments and take such positions, as JOH, in its sole discretion, sees fit.

14.3 Court-ordered termination of placement or adoption In the event that, as the result of any post-placement challenge or impediment to adoption, a court orders PARENT to relinquish physical and/or legal custody of the child, the following provisions apply:

14.3.1 PARENT obey all court orders PARENT must obey any and all such court orders, subject to any applicable appeal.

14.3.2 No refund to PARENT Any fees, costs, or expenses paid by PARENT and relating to the child -- including but not limited to fees paid to JOH or any cooperating agency, medical expenses, and the cost of food, clothing, and other care -- will remain the sole responsibility of PARENT. JOH is not in any manner obligated to compensate PARENT for such fees, costs, or expenses.

14.4 RELEASE FROM LIABILITY *PARENT hereby releases and agrees to indemnify JOH and hold JOH harmless from any and all responsibility or liability, whether direct, derivative, vicarious, or otherwise for any type of injury, harm, damage, or loss in any way resulting from or arising out of any obstacle, challenge, or impediment to placement or adoption or any court order relating to such challenge or impediment. This release specifically extends to, but is not limited to, challenges from birth parents or birth relatives of the child.*

15. Fees and Expenses

15.1 Payment and amount of fees PARENT is solely responsible for paying or arranging for payment of all fees associated with services rendered pursuant to this agreement in the amounts and at the times specified in the JOH Schedule of Fees.

15.2 Non-refundable Any fee paid by PARENT is non-refundable except as otherwise specified in the Schedule of Fees.

15.3 Cooperating agency services The Schedule of Fees does not govern or apply to services which may be provided by a cooperating agency. Fees for services provided by a cooperating agency are determined by the cooperating agency itself, not by JOH.

15.4 No payment to other persons or entities While this agreement is in effect, PARENT shall make no payment of any kind for adoption services or fees to any person or entity other than (a) JOH, (b) such persons, facilitators, attorneys, cooperating agencies, or other third parties or entities as JOH shall specifically designate, (c) any legal counsel retained by PARENT to represent PARENT or BIRTH PARENT, and/or (d) any physician or medical expert retained by PARENT

15.5 Medical expenses of the CHILD As more fully specified in the PLACEMENT AGREEMENT, PARENT is solely responsible for all medical expenses for the CHILD from the time of placement on. In addition, if the CHILD is a newborn, PARENT is responsible for all medical expenses for the CHILD from birth on.

16. Duration and Termination of Agreement

16.1 Election to terminate Either party may elect to terminate this agreement at any time prior to the execution of the Placement Agreement by providing written notice to the other party. Except as otherwise set forth herein, once the Placement Agreement has been executed by both parties, the terms of that Agreement shall govern the right to termination and the effect of termination. Although JOH expressly reserves the right to terminate this agreement for any or no reason, generally, JOH will seek termination only for one of the following reasons: (1) failure of PARENT to pay required fees in the manner and at the times required in the Schedule of Fees, (2) material breach of this agreement by PARENT, (3) lack of cooperation by PARENT, (4) any determination by JOH that PARENT does not meet minimum standards for adoptive homes, (5) any determination by JOH that adoption of a child by, or placement of a child with PARENT would not be in a child's best interests, (6) any change in law or circumstances which, in JOH's professional judgment, would render a prospective adoption difficult or impossible, (7) any determination by JOH that the existence of substantial potential legal impediments to adoption would render the prospective adoption difficult or impossible, (8) any revocation of BIRTH PARENT's consent to adopt, (9) any failure or refusal by relevant authorities to allow an adoptive placement or to grant an adoption, (10) any circumstance in which BIRTH PARENT successfully challenges the adoptive placement.

16.2 Effect of termination Termination of this agreement by either party shall have the effect of relieving both parties of any and all obligations of future performance under this agreement. However, termination shall not affect or terminate (1) any release from or limitation of liability, whether contained in this agreement or elsewhere, (2) the provisions of sections 14 through 23 of this agreement, (3) any obligation to pay fees, costs, or expenses that already have been incurred by PARENT, (4) the rights of either party to enforce this agreement

with respect to any default or defect in performance that has not been cured, or (5) any parent/child relationship that may have been established by operation of law.

17. Grievance Procedure and Dispute Resolution

17.1 Grievance procedure Any and all complaints or claims by PARENT arising out of or relating to the terms or performance of this agreement must be presented and pursued in accordance with JOH's written Client Grievance Procedure. A copy of the Client Grievance Procedure will be provided to PARENT when and if PARENT's application is accepted by JOH.

17.2 Mediation The parties agree to attempt in good faith to resolve any unresolved dispute, claim or controversy by mediation administered by U.S. Arbitration and Mediation of Oregon or some other mutually acceptable mediator, under commercial mediation policies and procedures then adopted by U.S. Arbitration and Mediation of Oregon or the mutually acceptable mediator.

17.2.1 Definition of good faith "Good faith" is defined as an honest intention to proceed in a manner which maximizes the likelihood of mediation being effective. "Good faith" shall not be construed to require either party to make any concession that party does not believe is in its interest.

17.2.2 Statute of limitations The running of any applicable statutory limitation period is tolled from the date of the first scheduled mediation session until 60 days after the final mediation session, during which period the status of any statute of limitations issue shall be preserved. This provision shall be construed to give effect to its intent, which is that neither party's position regarding the statute limitations shall be improved or damaged as a result of having engaged in mediation.

17.3 Arbitration If mediation fails to resolve the dispute, claim, or controversy it must be resolved by arbitration in Washington County, Oregon, pursuant to all applicable rules then in effect in the Circuit Court of Oregon for Washington County.

17.4 Costs and attorney fees

17.4.1 Mediation Each party is responsible for one-half of any mediator's fees and one-half of any administrative fees charged by the mediator.

17.4.2 Arbitration Each party is responsible for one-half the total fees and expenses charged by the arbitrator.

17.4.3 Other costs and attorney fees During all stages of any grievance, negotiation, mediation, or arbitration process, and at all other times, each party is solely responsible for any and all attorney fees, costs, and disbursements that party has incurred on its own behalf.

17.5 Choice of law and venue This agreement -- including all supplements, modifications, and other documents incorporated herein -- and all rights, obligations, and disputes arising out of it is governed by and construed consistent with Oregon law. The parties agree that venue for any dispute arising under this agreement is in Washington County, Oregon, or any other jurisdiction in which both parties voluntarily appear.

17.6 Ethical and Respectful Behavior

17.6.1 Responsibilities/expectations of JOH JOH employees will at all times comply with ethical standards prescribed by the social work profession, the Council on Accreditation, and all applicable state and federal law.

17.6.2 Responsibilities/expectations of PARENT PARENT will at all times treat JOH employees, volunteers, agents, third-party facilitators and attorneys, and the personnel of partner and cooperating agencies with respect.

18. Unauthorized Use of JOH Name and Documents

18.1 Unauthorized use of JOH documents PARENT acknowledges that the documents produced by, or on behalf of, JOH pursuant to, or in furtherance of, this agreement are intended to be used only with regard to an adoption arranged by or through JOH for the undersigned PARENT.

18.2 Unauthorized use of JOH name PARENT acknowledges the JOH name and logo are unique and proprietary to JOH, and that JOH's reputation, goodwill, and ability to conduct business could be severely damaged by the misuse or unauthorized use of the JOH name or logo.

19. Construction of Agreement

19.1 Modification/supplementation of agreement Any modification of or supplement to this agreement must be in writing, and signed by all affected parties.

19.2 Severability of provisions If, in any judicial or dispute resolution proceeding, a court or arbitrator shall refuse to enforce all the provisions of this agreement, any unenforceable provision shall be deemed eliminated from this agreement for the purpose of such proceeding as is necessary to permit the remainder of this agreement to be enforced.

19.3 Non-waiver The failure of either party to enforce any provision in this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

19.4 Interpretation and Section headings Headings or titles to the sections of this agreement are solely for the convenience of the parties and are not binding, and are not to be considered in the interpretation or construction of this agreement.

19.5 Material breach A "material breach" of this agreement is any breach that is designated as such in this agreement, and any other breach which materially affects the conduct or performance of this agreement.

19.6 Entire agreement This agreement, and attached documents referred to and expressly incorporated herein, contains the full, final, and exclusive statement of the agreement between the parties hereunder.

20. LIMITATION OF LIABILITY

Any liability of JOH or its employees or agents, for any claim arising out of or relating to this agreement, including but not limited to claims arising out of the alleged or actual negligence of JOH or its employees or agents, shall be limited to the total amount of fees paid by PARENT to JOH.

21. DISCLAIMERS/RELEASES

21.1 GENERAL *The following provisions apply to any and all Releases contained in this agreement. All Releases supersede and control any other provisions of this agreement, and any other representations of JOH, written or oral, which may appear, or are construed, to be to the contrary. All Releases extend to claims for any and all types of injury, harm, damage, or loss, whether economic, physical, psychological, or otherwise, and including but not limited to court costs and attorney fees. All Releases extend to and include all employees, agents, principals, representatives, successors, assigns, partners, attorneys, and insurers of JOH, and to all other persons and entities subject to liability derived from the conduct of JOH. All Releases extend to and include any and all claims of any child assigned to or placed with PARENT.*

21.2 LIABILITY FOR ACTS OF NEGLIGENCE *All Releases in this agreement are specifically intended to include and extend to all responsibility and liability for any negligent act or omission on the part of JOH.*

21.3 RELEASE FOR ACTS OR OMISSIONS OF THIRD PARTIES *PARENT acknowledges that other persons, agencies, and entities not subject to the direction and control of JOH -- including, but not limited to, social workers, cooperating agencies, volunteers, attorneys, and governments agencies -- may be involved in the adoption process.*

RELEASE: PARENT hereby releases JOH and holds JOH harmless from any responsibility or liability, whether direct, derivative, vicarious, or otherwise for any type of injury, harm, damage, or loss—including any injury, harm, damage, or loss caused by any delay -- in any way caused by, contributed to, or arising out of the acts or omissions of third parties.

21.4 NO WARRANTY OF JOH APPROVAL OR CONSENT This document is available upon request to PARENT concurrently with the application for adoption so that PARENT may be fully informed regarding the nature of the parties' respective anticipated obligations. Both the application for adoption and an adoption home study must be approved by JOH before JOH will provide any further adoption services. The signing of this agreement by JOH does not constitute or guarantee JOH's approval of PARENT as adoptive parents, JOH's consent to an adoption by PARENT, or that JOH will provide any further adoption services.

JOH does not and cannot guarantee, and makes no warranty or representation, express or implied, that JOH will approve of PARENT's adoption application, approve of PARENT's home study, or consent to an adoption by PARENT.

21.5 RELEASE FOR OBSTACLES OR IMPEDIMENTS TO PLACEMENT OR ADOPTION JOH does not and cannot guarantee, and makes no warranty or representation, express or implied, that any child will be assigned to or placed with PARENT for purposes of adoption, or that PARENT will succeed in being able to adopt any child.

PARENT acknowledges and understands that placement and adoption are subject to laws and circumstances beyond JOH's control, including, but not limited to, federal and state law and practice, decisions of courts of applicable jurisdiction, and legal challenges from interested persons. JOH cannot guarantee that existing adoption laws, programs, and practices will not change substantially, or that legal barriers or challenges to adoption will not arise, which make placement or adoption difficult or impossible for PARENT.

RELEASE: PARENT hereby releases JOH and holds JOH harmless from any and all responsibility or liability for any type of injury, harm, damage, or loss which in any way results from any obstacle or impediment to placement or adoption. This release specifically extends to, but is not limited to, any obstacle or impediment to placement or adoption directly or indirectly caused by the actions or inactions of any individual, agency, official, court, lawyer, or facilitator

21.6 RELEASE FOR CONDITION OF CHILD JOH does not and cannot guarantee, and makes no warranty or representation, express or implied, that a child of any particular age, sex, condition, or ethnicity will be assigned to or placed with PARENT.

JOH does not and cannot guarantee, and makes no warranty or representation, express or implied, concerning the medical or psychological condition of any child. PARENT

acknowledges and understands that every child may have medical, psychological, or other problems. Some problems may not be known or discovered until after a child is placed with PARENT. PARENT acknowledges that JOH is not responsible for any such condition or problem, regardless of when the condition or problem may be discovered, and regardless of whether or not the problem was caused by or contributed to by the acts or omissions of third parties -- including but not limited to, physical abuse, sexual abuse, and/or pre-natal use of drugs or alcohol by a birth mother.

Prior to placement, a child may have been the subject of medical examinations, tests, and/or inoculations. Medical professionals may have declared the child "healthy," or free of serious health problems. PARENT may have specified that PARENT expects a "healthy" child. PARENT acknowledges and understands that none of these circumstances guarantees a healthy child. JOH cannot guarantee the results or accuracy of any examinations, tests, inoculations, or assessments.

PARENT further acknowledges and understands that while, in some cases, JOH may have arranged for a child's medical or psychological examination, JOH does not conduct any independent assessment, testing, screening, or evaluation of any child, and JOH has no knowledge of any child's actual medical or psychological condition other than what has been reported to JOH or may appear in any medical records, all of which will be conveyed to PARENT.

RELEASE: PARENT hereby releases JOH and holds JOH harmless from any and all responsibility or liability for any type of injury, harm, damage, or loss in any way relating to or arising out of the physical, psychological, or emotional condition of any child assigned to, placed with, or adopted by PARENT, regardless of when such injury, harm, damage, or loss is known or discovered. This release specifically extends to, but is not limited to, any injury, harm, damage, or loss caused by or contributed to by any act or omission of any third party - including any physical abuse, sexual abuse, and/or pre-natal use of drugs or alcohol by a birth parent.

21.7 RELEASE FOR CHILD'S RECORDS AND INFORMATION *JOH will make reasonable efforts to provide PARENT with all available medical, psychological, historical, and other records and information concerning the child, and medical histories of the child's birth parents. The records may indicate whether or not a child's birth parents used drugs or alcohol at some time during pregnancy. Regardless of what the records show, you should assume that some use of drugs or alcohol occurred during pregnancy. JOH does not and cannot investigate or confirm the information contained in such records. Therefore, JOH does not guarantee, and makes no warranty, express or implied, concerning, the accuracy, validity, applicability, or completeness of any information that may appear in any medical, psychological, historical, or other records or data regarding any child or birth parent.*

RELEASE: PARENT hereby releases JOH and holds JOH harmless from any and all responsibility or liability for any type of injury, harm, damage, or loss in any way relating to

or arising out of any medical, psychological, historical, or other records, data, or information regarding any child assigned to, placed with, or adopted by PARENT and /or regarding the birth parents of any such child.

22. Authorization for Release of Information

By signing this agreement, PARENT authorizes JOH to release copies of any and all records or other information JOH may have concerning PARENT to, and to fully discuss PARENT with PARENT's lawyer, and with any cooperating agency providing services to PARENT in conjunction with this agreement, and/or any relevant government or adoption authorities, officials, or personnel. This authorization is subject to all applicable legal restrictions and relates only to such records, information, and discussions as are reasonably necessary, in JOH's sole discretion, to provide the adoption services specified in this agreement. PARENT hereby releases JOH from all legal responsibility or liability that may arise from the release of information authorized herein. PARENT acknowledges that the information to be released may include confidential information which could not be released without this written consent, including information that is specific to adoption counseling, family planning, employment, drug, alcohol or psychiatric treatment, and/or HIV testing and diagnosis.

23. Release of Information to Spouse

If PARENT is a married couple, by signing this agreement each PARENT spouse authorizes JOH to disclose to and discuss with the other spouse any confidential information JOH may learn or obtain concerning either PARENT spouse. Each PARENT spouse hereby releases JOH from all legal responsibility or liability that may arise from the release of information authorized herein. Each PARENT spouse acknowledges that the information to be released may include confidential information which could not be released without this written consent, including information that is specific to adoption counseling, family planning, criminal history, child abuse, employment, drug, alcohol or psychiatric treatment, and/or HIV testing and diagnosis.

WE HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT.

Date

Adoptive Father:

Date

Adoptive Mother:

CONTRACT FOR ADOPTION SERVICES

State of _____)
County of _____) ss.
_____)

_____ [Name/names of PARENT]
personally appeared before me, a Notary Public in and for said state, on this
_____ day of _____, 20 ____ . Such person(s) is/are personally known to me, or
proved on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are
subscribed to on the foregoing instrument, and such person(s) acknowledged to me that the
foregoing instrument is his/her/their voluntary act and deed, executed in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the foregoing instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public
Notary Public for:

JOURNEYS OF THE HEART

Title:

Date _____

abstract