



ABSTRACT OF CONTRACT FOR ADOPTION SERVICES

This agreement is entered into by and between JOURNEYS OF THE HEART ("JOH") and the undersigned prospective adopting PARENT or PARENT'S (""). The word, in capital letters, as used in this agreement refers to each prospective adopting PARENT signing this agreement. JOH and are collectively referred to herein as "the parties."

Name(s) of (s):

1. Recitals

A PARENT is a natural person or persons who wish to adopt a child or children born in a country ("the sending country") other than the United States of America ("U.S."), acknowledges, and is aware, that the relationship established by adoption is one of PARENT and child, and that if is successful in adopting, will incur towards the adopted child/children all obligations, duties, and responsibilities of a legal PARENT. .

JOH is a private, non-profit, adoption agency, licensed in one or more U.S. states, which provides services for intercountry adoption.

The 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.

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

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 inter-country adoption will involve a nation or nations other than the U.S., and that, therefore, the process is subject to uncertainty, unpredictability, and circumstances beyond the control of either party -- including but not limited to changes in foreign governmental policies and regulations, changes in foreign travel schedules, and changes in the procedures involved in the adoption process. 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.

2. General Obligations of JOH

2.1 In consideration of payment JOH agrees to provide adoption services that include:

Writing and/or reviewing home study

Attempt to refer a child for placement

Attempt to obtain and supply available information about such child

Attempt to qualify as adoptive S in the program/sending country

Attempt to place the child with

Provide assistance with travel and immigration requirements

Provide post placement study and/or review

3. Cooperating Agencies

3.1 If PARENT resides outside of a state served by JOH then they must use a licensed agency, notify JOH with the name, address and contact information. The agency must meet JOH's criteria and be acceptable to JOH.

4. General Obligations of PARENT'S

4.1 Cooperation – 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 Notify JOH and any relevant cooperating agency of any change in status or plans within 5 working days

4.3 Must refrain from any unauthorized foreign contact

4.3.1 Prohibits gifts to certain foreign persons

4.3.2 Prohibits contact with certain foreign persons

4.4 Truthful and complete information – Information from PARENTS at all times will be truthful, accurate and complete

4.5 Duty to ask questions – will make their questions and uncertainties known to JOH so that JOH can better prepared

5. Adoption Home Study -- An educational and investigative process in which the general suitability of an adopted child is evaluated

5.2 Responsibilities of – If living outside of a state served by JOH, PARENT'S must initiate the adoption home study process by selecting and contacting an appropriate cooperating agency, completing the home study process and obtains a document that satisfies JOH's reasonable requirements as well as the sending country, PARENT'S state of residence, Hague Convention, and implementing laws and regulations, and US CIS.

PARENTS pay all costs and fees for the home study and updates, amendments or addendums, and must provide the social worker with reasonable access to their home and family during normal working hours, even if this requires to take time off work.

5.3 Under some circumstances may be requested by JOH or cooperating agency to receive a psychological assessment to determine the suitability of a child. Payment for such assessment is solely the responsibility of the PARENTS.

5.4 Pre-adoption education – must take the required adoption education classes prior to the home study being approved.

5.5 Responsibilities of JOH -- JOH will complete the home study report if the PARENTS live in a state where JOH is licensed or JOH will review and make comments, suggestions, and requests for revision.

5.6 Results and effect of adoption home study – If an adoption home study is declined or if JOH believes it does not satisfy minimum legal standards or is otherwise unsuitable this agreement is automatically terminated. JOH reserves the right to revoke or modify any adoption home study approval or JOH consent to adoption, if at any time JOH receives or obtains information which leads JOH to believe an adoptive placement with PARENT'S would not be in a child's best interest.

5.7 Ownership of home study report – will receive a copy of the home study at the appropriate stage of the pre-adoption process, typically when preparing a dossier. Any home study written by JOH is the sole property of JOH and may not be copied or distributed, or used for any non-JOH adoption, without written permission of JOH and payment of all applicable fees.

5.8 Additional JOH home study criteria – agrees not to use corporal punishment, provide all necessary medical care, and will abide by the laws of the state in which resides.

6. Pre-Adoption Service Plan and Education

6.1 Pre-adoption service plan – After the home study report has been completed and/or reviewed by JOH, JOH will inform PARENTS of the pre-adoption service plan that JOH will create for them. The purpose of the service plan is to prepare the PARENTS for raising an adopted child. The service plan may include additional readings, consultations, or other education or social services and resources that JOH will require the PARENTS to obtain or participate in.

6.2 All adoption education and pre-adoption service plan tasks must be completed before PARENTS will be authorized to travel.

7. Qualifying as Adoptive

7.1 JOH assistance – JOH will make reasonable efforts to qualify PAP as an adoptive resource in the sending country by:

7.1.1 preparation and submission of adoption dossier

7.1.2 translations

7.2 Additional information required by sending country – the sending country may impose additional information or criteria.

7.3 No guarantee will qualify –

8. Referral and Assignment of Child

8.1 Referral of child –JOH will make reasonable effort to refer to PARENTS a child eligible for adoption who meets. PARENT'S criteria as stated in the application and home study report.

8.2 Available information regarding referred child – JOH will make reasonable efforts to obtain all available medical, psychological, and historical records concerning the referred child. JOH can provide only such information as is reasonable obtainable from the third parties who may not have accurate information.

8.2.1 Additional child information provided by country of origin – There may be times when information regarding a child is told to the only after has taken placement of a child and this does not indicate any fault or negligence on the part of JOH.

8.2.2 Translation of non-English documents – JOH will make reasonable efforts to provide with documents translated into English.

8.2.3 Acknowledgement of receipt –must acknowledge receipt of all child information documents provided through JOH by signing and returning to JOH the transmittal memoranda accompanying all child information documents.

8.2.4 Professional review – must have all child information documents reviewed by a medical expert of 'S choosing who is experienced with children who have been institutionalized overseas and/or familiar with medical issues in international adoption.

8.3 Acceptance or rejection of child assignment – within ten days after has received information regarding referred child must inform JOH or 'S acceptance or rejection of the assignment by executing and returning to JOH the Placement Agreement. Failure to do so will result in termination of this agreement.

8.4 Blind adoptions – In the event participates in a blind adoption most of the provisions of this section do not apply and will be required to execute the Placement Agreement prior to travel in the sending country.

8.5 No guarantee of placement – JOH does not guarantee that a child will be placed, even if a referral, assignment, or acceptance of the child has occurred.

ABSTRACT

9. Placement Agreement

A Placement Agreement similar to what will be required to sign upon acceptance of a child or prior to travel to adopt a child in a blind adoption will be given to the PARENTS concurrently with this agreement. If a conflict arises between this agreement and the Placement Agreement the terms of the Placement Agreement are controlling.

10. Travel to Sending Country – If it is required to travel for adoption-related purposes the following apply:

10.1 Warning/Required release – JOH cannot ensure the safety of the PARENT'S when traveling in the US or overseas. Any friend or family member who travels with the PARENT'S will be required to sign a release from liability at the time of executing the placement agreement.

10.2 Travel expenses – The PARENT'S are solely responsible for paying all costs of any and all travel and travel activities **and of** referred child.

10.3 Travel arrangements – As a courtesy and if requested by PARENT'S JOH may recommend travel agents, guides, and/or accommodations in order to facilitate's overseas visit. Any such recommendations are not agents or employees of JOH and as such JOH does not guarantee the costs, reliability, or availability of such recommendations.

10.4 Inter-country facilitator -- In many cases JOH will provide or refer PARENT'S to an inter-country facilitator who may or may not be a JOH employee. PARENT'S understand and agree that JOH is not legally responsible for the acts or omissions of any in-country facilitator who is not a JOH employee.

PARENT'S are at all applicable times to remain with the inter-country facilitator and to follow their directions and instructions. If required, PARENT'S must also stay in accommodations arranged by JOH, travel in accordance with other arrangements made and policies specified by JOH or the inter-country facilitator.

10.5 Contact with foreign persons and travel conduct -- may engage in limited contact with foreign officials, orphanage personnel and social services agency only to the extent that, the contact is reasonably necessary to effectuate the JOH placement and adoption and only if JOH or the incountry facilitator has given express prior instruction or permission for such contact.

10.6 Written travel guides – JOH may provide PARENT'S with one or more written travel guides containing information about overseas travel. The PARENT'S understand that conditions, circumstances, procedures, and costs may change without notice and JOH does not guarantee or warrant that the information contained is current, correct or complete.

11. Immigration of Child

11.1 General obligations – JOH or the inter-country facilitator will make reasonable efforts to assist in obtaining all travel documents. However, PARENT'S are always responsible for the immigration

process. JOH cannot guarantee that any governmental entity or agency will approve the referred child for immigration.

11.2 CIS Pre-approval – PARENT’S are responsible, with assistance and advice from JOH, for obtaining CIS pre-approval to bring an adopted child to the US. It is PARENT’S responsibility to be aware of expiration dates and that all required documents are current and in effect at the time the families applies to the US Consulated serving the sending country for the adopted child’s visa to immigrate to the US.

12. Post-Placement and Post-Adoption Requirements

12.1 Number and nature of post placement and post adoption requirements

The number and nature of post placement and post adoption requirements may differ from case to case, depending upon the laws and rules of the sending country, PARENT’S home state, the policies of JOH or the cooperating agency, and dependent on the needs and circumstances of each individual placement. This information will be provided in the Placement Agreement.

12.2 Responsibilities of the PARENT’S – solely responsible for complying with all post-placement and post-adoption requirements, including those of JOH, the sending country, and of ’s home state and any other applicable jurisdiction.

12.3 Responsibilities of JOH – If PARENT’S reside in a state serviced by a JOH branch office, JOH will perform required post-placement and post-adoption services. If post-placement services are performed by cooperating agency, JOH will review and evaluate placement-placement and post-adoption reports, and will submit reports to the appropriate persons.

12.4 Enforcement of post-placement and post-adoption requirements – If the PARENT’S do not fulfill post-placement requirements, JOH may apply to the Circuit Court for Washington County, Oregon, or to the court in any other jurisdiction, for injunctive and other relief, including damages. PARENT’S agree that in such event they will submit to jurisdiction and venue as determined by JOH and will pay all costs.

12.5 Continuing obligation of the PARENT’S – remains obligated to provide post placement and post-adoption reports, even if subsequently relinquishes custody of the child to another family. PARENT’S must notify JOH of the transfer of custody and see that the new family complies with all postplacement requirements and require that the new custodial family to sign a written agreement with JOH regarding such obligations.

13. Finalization of Adoption

13.1 Defintion of finalization – To finalize means to have the adoption legally established and granted in the appropriate court of law or equivalent in the sending country.

13.2 Finalization of foreign adoption – In most cases, PARENT’S adoption of the child must be finalized in the sending country. JOH is not responsible or liable for any failure or refusal by foreign authorities to grant the foreign adoption.

13.3 finalization of US adoption – must finalize or re-finalize adoption in the US in accordance with the Placement Agreement.

13.3.1 Obligations of the PARENT’S – is solely responsible for finalization in the US adoption, including paying all fees, costs or expenses to an attorney and court costs.

13.3.2 obligations of JOH – JOH’s role in finalization includes providing agency consent, determining whether the US Secretary of State has issued a certificate approving the proposed adoption, providing the appropriate court report, and providing any necessary legal documents which JOH already possesses.

14. Fees

14.1 Payment and amount of fees – PARENT’S are solely responsible for paying or arrangement for payment of all fees associated with services rendered in the amounts and at the times specified in the JOH schedule of fees. PARENT’S agree that JOH may increase fees in a manner that applies equally and prospectively to all similarly-situated s and that s will pay fees in effect at the time of billing.

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

14.3 Cooperating agency services—The Schedule of Fees does not govern or apply to services which may be provided by a cooperating agency.

14.4 No payment to other persons or entities— PARENT’S shall make no payment of any kind for adoption services or fees to any person or entity except those listed in the contract.

15. Duration and Termination of Agreement

15.1 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. JOH generally will not seek to terminate but will do so for several reasons such as 1) failure of PARENT’S to pay required fees in the manner and at times required in the Schedule of Fees. See full contract for other reasons JOH may elect to terminate.

15.2 Effect of termination – termination of this agreement by either party shall have the effect of relieving both s of any and all obligations of future performance under this agreement. Terminate shall not effect or terminate, for example, 1) any release from or limitation of liability. See full contract for other effects of termination.

16. Grievance Procedure and Dispute Resolution

16.1 Grievance Procedure – Any complaint by PARENT’S arising out of or relating to the terms of this agreement must be presented and pursued in accordance with JOH’s written Client Grievance Procedure, a copy of which is presented to PARENT’S at time of application.

16.2 Mediation – The parties agree to resolve any dispute by mediation administered by US Arbitration and Mediation of Oregon or some other mutually acceptable mediator.

16.2.1 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.

16.2.2 Statute of limitations – The running of any applicable statutory limitation period is tallied from the date of the first scheduled mediation session until 60 days after the final mediation session.

16.3 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.

See full contract for details of the arbitration.

16.4 Costs and attorney fees

16.4.1 Mediation—Each party is responsible for one half of mediation and administration fees

16.4.2 Arbitration—Each party is responsible for one half of arbitration fees

16.4.3 Other costs and attorney fees –each party is solely responsible for any attorney fees that the party has incurred on its own behalf.

16.5 Choice of law and venue- In this agreement and all other supplements and documents, obligations and disputes, Oregon law applies.

16.6 Ethical and respectful behavior

16.6.1 Responsibilities/expectations of JOH—JOH employees will at all times comply with ethical standards prescribed by laws and ethical standards. JOH employees will treat PARENT’S in a respectful, ethical and non-coercive manner, and will refrain from use of personally derogatory or profane language and communication.

16.6.2 PARENT’S will at all times treat JOH staff and agents and cooperating agencies with respect. PARENT’S will refrain from communicating with such persons in any manner that is threatening, personally derogatory, abusive or profane. If this standard is not met the PARENT’S may be subject to sanction by JOH which can include several actions detailed in the Contract.

17. Use/Disclosure of JOH Name, Documents and Trade Secrets

17.1 Non-disclosure of JOH inter-country procedures and trade secrets—Certain information shall not be disclosed, divulged, or communicated to any person or entity without prior written consent of JOH. This information is detailed in the Contract.

17.2 Unauthorized use of JOH documents— PARENT’S acknowledge that documents produced by, or on behalf of, JOH are intended to be used only with regard to an adoption arranged by or through JOH for the adoption. PARENT’S agree not to make, allow or encourage any of such documents.

17.3 Unauthorized use of JOH name— agrees not to make or encourage any use of the JOH name or logo without prior written authorization of JOH.

18. JOH Informational Materials

The material in the guidebooks or program instructions are informational only and not contractual and does not create or establish contractual obligations on the part of either party.

19. Construction

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

19.2 Severability of provisions—If a court finds any provision of this agreement not enforceable the rest of the contract shall still remain in effect.

19.3 Non-waiver—The failure of either party to enforce any provision shall not be construed as a waiver.

19.4 Interpretation and section headings—Headings or titles to the sections of this agreement are for the convenience of the parties and are not binding.

19.5 Material breach—Any breach that is designed as such in 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. This agreement supersedes any and all other agreements.

20. Limitation of Liability—Liability is limited to the total amount of fees paid by PARENT’S to JOH.

21. Disclaimer/Releases

21.1 General - All of the following releases supersede and control any other provisions of this agreement, and any other representations of JOH, written or spoken, 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 PARENTS.

21.2 Liability For Acts Of Negligence - all releases extend to liability for any negligent act or omission on the part of JOH

21.3 Release For Acts Or Omissions Of Third Parties – acknowledging that there may be third parties involved in the adoption process and services that are not under the direction and control of JOH, releases and holds JOH harmless from any responsibility or liability for any harm or loss caused in any way by acts of omissions of third parties

21.4 No Warranty Of JOH Approval Or Consent – JOH must approve PARENT’S application and home study before providing further adoption services. Signing JOH’s contract does not guarantee JOH’s approval of acceptance as adoptive PARENT’S, JOH’s consent to an adoption by , or that JOH will provide any further adoption services. JOH does not guarantee or make any express or implied warranty or representation that JOH will approve PARENT’S adoption application or home study or consent to an adoption by.

21.5 Release For Obstacles Or Impediments To Placement, Immigration Or Adoption – JOH does not represent or guarantee that a child will be assigned or placed with PARENT’S or that a child will be allowed to immigrate to the U.S., or that will succeed in adopting a child. PARENT’S acknowledge that adoption is subject to actions, practices and laws that can change, unexpected legal challenges, and circumstances beyond JOH’s control which may make assignment, adoption, or immigration of a child delayed, difficult, or impossible. PARENT’S release and holds JOH harmless from responsibility or liability for harm or loss due to unsuccessful placement, immigration, or adoption attributable to actions or inactions of any foreign or U.S. agency, official, court, lawyer, or facilitator.

21.6 Release For Condition Of Child - JOH does not represent or guarantee the assignment or placement of a child of any particular age, sex, condition, or nationality, or from any particular orphanage or community. Possible medical risks for the adopted child include poor prenatal care; poor care by parent’s, caretakers or guardians; malnutrition; institutional care; developmental delay; behavioral problems; poor medical care; and little to none or poor medical assessment. A child may be too young to properly diagnosis medical or psychological problems and they may not be diagnosed until after the adopiton. Accordingly, JOH does not and cannot guarantee and makes no warranty about a child’s medical or psychological health. PARENT’S acknowledge that JOH is not responsible for the child’s health or guarantee the accuracy of medical assessments and tests, even when JOH has arranged for them. PARENT’S acknowledge that although they have requested a “healthy” child and medical reports have described the child as “healthy” these do not guarantee a healthy child. JOH will pass on to PARENT’S the information JOH has. PARENT’S releases and holds JOH harmless from responsibility or liability for any harm or loss related to the physical, psychological, emotional, or behavioral health of the child.

21.7 Release For Child's Records and Information – Such information is usually beyond the control of JOH. JOH will make reasonable efforts to provide PARENT'S with such information. JOH does not and cannot independently investigate, confirm, or guarantee the completeness or accuracy of the information or its translation. PARENT'S releases and holds JOH harmless from responsibility or liability for harm or loss related to medical, psychological, social, records, and information or their translation regarding a child assigned or placed for adoption.

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'S and to fully discuss PARENT'S with, any Cooperating Agency providing services to in conjunction with this agreement, and/or any relevant government or adoption authorities, officials, or personnel, adoption facilitators or coordinators, and/or any relevant courts, in the U.S. or the sending country. 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. _____ hereby releases JOH from all legal responsibility or liability that may arise from the release of information authorized herein, 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 – Each PARENT authorizes JOH to any confidential information it has about one with the other. Each PARENT releases JOH from all legal responsibility or liability that may arise from the release of information, 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.