



FEE AGREEMENT (abstract)

JOURNEYS OF THE HEART ADOPTION SERVICES

This Agreement is entered into by and between Journeys of the Heart ("JOH") and the undersigned prospective Adopting Parent(s) ("PARENT"). JOH and PARENT are collectively referred to herein as "the parties."

Name(s) of PARENT:

AGREEMENTS

1. Recitals The recitals set forth above are hereby made a part of this Fee Agreement.
2. Contract for Adoption Services

All provisions of the Contract for Adoption Services shall apply herein, and shall be fully enforceable, as though those provisions were expressly set forth herein. In the event of any conflict between the provisions of the Contract for Adoption Services and the provisions contained herein, the terms of this Fee Agreement shall be controlling.

3. Fee Schedule

3.1 Contractual Effect Attached to this Fee Agreement, and incorporated herein by reference, is the "Fee Schedule" for the adoption program in which PARENT is participating. The terms of the Fee Schedule are contractual and are hereby made a part of this Fee Agreement. PARENT shall pay fees and expenses in the amounts, to the persons or entities, and at the times specified in the Fee Schedule. Failure to do so will constitute a material breach of this Fee Agreement and the Adoption Services Agreement.

3.2 Changes in Fee Schedule A version of this document and a typical Fee Schedule has been provided to PARENT for information purposes at the time of initial

inquiry or application. Because substantial time may elapse and circumstances may change between the time of initial inquiry and the time when PARENT is accepted and committed to a JOH program, the specific provisions and amounts in the Fee Agreement and Fee Schedule that PARENT will be asked to sign may differ from the provisions and amounts that appeared in the Fee Agreement and Fee Schedule given to PARENT at time of initial inquiry or application. PARENT agrees that JOH may change the amounts of expenses and fees stated in the Fee Schedule, so long as the change is applied equally and prospectively to all similarly-situated PARENTs. PARENT agrees to pay the fees and expenses in effect at the time of billing.

4. Sole responsibility PARENT is solely responsible for paying all costs and fees referred to in the Fee Schedule.

5. Waiver or Reduction of Fees Under certain circumstances, usually involving special needs adoptions, a waiver or reduction in fees will be considered on a case by case basis.

6. Refund of Fees Any refund to which PARENT may be entitled will be paid within 60 days after all services, other than post-placement monitoring, have been provided. If the amount of a refund cannot be determined because of outstanding post-placement services, any refund will be paid within 60 days after all post-placement services, and all other adoption services, have been provided.

7. Categories of Fees and Expenses PARENT is required to pay the following fees and expenses in the amounts and at the times specified in the Fee Schedule.

7.1 Home Study Fee PARENT must fully pay to JOH the Home Study Service Fee or the Home Study Review Fee before the commencement of the home study process

7.2 U.S. Fees and Expenses This category of fees and expenses is intended to include all fees and estimated expenses for all adoption services provided in the U.S., other than home study services and document expenses. This category of fees includes JOH's personnel costs, administrative overhead, operational costs, communications and publications costs, training and education, and any other costs related to providing adoption services in the U.S. It also includes full participation by PARENT in JOH's adoption training and preparation program.

7.3 Post-placement and Post-Adoption Service Fees This fee covers the cost of any post-placement and post-adoption reports as required by JOH, the courts and by the PARENT's state of residence, or by any other relevant authority. Post Placement Service Fees are due and payable at the beginning of the process. Should

additional Post Placement Reports be necessary PARENT will be filled for the additional fees. If PARENT resides outside of **Oregon, Washington or Illinois**, the costs and fees for post-placement and post-adoption services must be paid by PARENT directly to the Cooperating Agency performing the post-placement and post-adoption services.

7.4 Travel and Accommodation Expenses PARENT is responsible for booking transportation to and from the sending state and for paying for all travel expenses.

8. No payment to other persons or entities While the Contract for Adoption Services remains in effect, PARENT shall not make or promise -- or cause, solicit, or allow any third person to make or promise on PARENT's behalf -- any gift or payment of any kind for adoption services or fees to any person or entity other than (a) JOH (b) such persons, and Cooperating Agencies, or other entities as JOH shall specifically designate, and/or (c) any legal counsel or medical personnel retained by PARENT.

9. Returned checks PARENT shall pay to JOH a fee of \$25.00 for each dishonored or returned check or payment made by PARENT to JOH.

10. Fees not transferable Any fee paid by PARENT to JOH may not be transferred to or used for services for any other person without JOH's express prior written permission. Any fee paid by PARENT to JOH with regard to a specific JOH program may not be transferred to or used to pay for services in a different program without JOH's express prior written permission.

11. Breach Failure of PARENT to make any payment as required in this agreement or, to make a payment prohibited by Section 8 above shall be considered a material breach of this and the Contract for Adoption Services and may, among other consequences, result in loss of a child referral, suspension or termination of the adoption home study process or other adoption services, termination of this agreement, and/or termination of the Contract for Adoption Services.

12. Authorization for late payment In some special or emergency situations, JOH, in its sole discretion, may allow PARENT additional time to pay a particular or specific fee or fees. In order for JOH to consider allowing additional time for payment, PARENT must notify Journeys of the Heart prior to the existing payment deadline.

13. Entire agreement This Fee Agreement and the attached Fee Schedule, together with the Contract for Adoption Services, which is incorporated herein, contains the full, final, and exclusive statement of the agreement between the parties hereto with respect to fees. This document is being signed voluntarily, without reliance on any other

promises or representations. Any modification or supplement to this agreement, including this section, must be in writing, and signed by all affected parties.

signatures

ABSTRACT