

ADOPTION SERVICES AGREEMENT
The Adoption Center of Washington

The undersigned applicant(s) request services for international (intercountry) adoption through the Adoption Center of Washington ("Agency). The Adoption Center of Washington is a non-profit, international child placement agency licensed in the District of Columbia and Commonwealth of Virginia. Throughout this Adoption Services Agreement, the Agency commits itself to work toward a placement of a child with the family. Correspondingly, the family commits itself to this Agency as stipulated in this Agreement, and requests the Agency act on my/our behalf and in my/our interest.

Assumption of Risk *I/We understand that there is a risk in foreign adoption and that the Agency cannot control all aspects of the process, nor assure a successful outcome. I/We understand that the completion of this application does not assure the placement of a child with me/us, nor does the completion of some or all of the agreed-upon Agency services assure the placement of a child with me/us. In the event of any occurrence which impedes the successful outcome of an initial adoption effort, the agency will work with me/us for so long as reasonably necessary in pursuit of an alternative adoption placement.*

The Agency will furnish me/us with medical and social information about an adoptive placement, when it is available to the Agency. When such information is provided however, the Agency can neither guarantee the completeness nor accuracy of the information. Because of the wide variance and disparity throughout the world in terms of both technical proficiency and education, the accuracy of medical diagnoses can be neither guaranteed nor discounted in any way; therefore, I/we understand that my/our child could possibly arrive with undiagnosed physical, emotional, and/or developmental problems.

Waiver of Claims *I/we hereby waive any and all claims which I/we may have now or in the future against the Agency and its directors, officers, employees, and agents, including doctors. We agree to hold harmless the Agency, and its above described directors, officers, and employees against any claims, known or unknown, now existing or in the future, which may arrive out of this application or receipt of services from, or adoption through, this Agency.*

Adoption Center of Washington Independent from Other Entities - Agents *I/we understand that the Agency is a licensed child-placing agency. The services provided by the Agency are independent from the services of our local adoption placement agency. Additionally, the Agency utilizes foreign country entities, which are also Approved independent and separate, both from Adoption Center of Washington and the local agency; and whose program fees and costs are separate from those of the Agency. The Agency cannot guarantee performance of either local or foreign entity, as the Agency has no direct control over either. It is understood that both Adoption Center of Washington and any other entity referenced herein are each acting independently, on behalf of me/us, the adoptive parent(s), and each acts independently of*

the other, each as an agent for me/us. All parties herein warrant in good faith that I/we, the adoptive parent(s), shall be kept informed as to the status of the adoptive placement; I/we, the adoptive parent(s), agree in good faith, in advance, that all actions taken by the entities referenced herein shall be at my/our behest and with my/our authorization.

Termination of Agreement I/we understand and agree that I/we may cancel this Adoption Services Agreement *at any time prior* to my/our acceptance of child assignment paid to the Agency. The Agency will retain the right to terminate the adoption services *for cause* at any time, based upon the Agency's professional assessment. In the event of such termination by the Agency, all fees then payable to the Agency for services rendered and expenses incurred on my/our behalf shall be promptly paid in full. Adoption Center of Washington can make NO REFUNDS of any fees or expenses already paid by me/us directly to any foreign country entity or to the Adoption Center of Washington, or by the Agency to any foreign country entity on my/our behalf.

Client's Financial Responsibility I/we understand that all adoption expenses incurred are my/our responsibility, and not the responsibility of the Agency. This includes any related expenses incurred by me/us other than the referral fee paid directly to Adoption Center of Washington for their services. All foreign program fees are my/our responsibility and not the responsibility of the Agency.

Disclosure of Information I/We grant to the Agency permission to disclose to third parties information provided by me/us as the Agency deems necessary for the performance of services to me/us; and further grant as a release, waiver, and indemnification, permission to third parties to disclose to the Agency such information provided by me/us to such parties, as the Agency deems necessary for the performance of its services. I/We additionally grant permission to the Agency to disclose by way of photographs the successful outcome of an adoption.

Furthermore, I/we state that all information and data provided by me/us as part of the Application, and all information to be provided during all aspects of the service and the adoption process, are and will be true, accurate, and complete to the best of my/our knowledge.

Addendum I/we acknowledge that the range of services, and my/our financial obligations, outlined on the Addendum attached to this Agreement and hereby incorporated and made a part of this Agreement, have been read by me/us, and accepted as policies and conditions for working with the Agency.

This Agreement and any Addenda, or further terms essential to the performance of this agreement, are made and shall be performed and construed under the laws of the District of Columbia.

Applicant _____

Date _____

Applicant _____

Date _____

Seen and Approved:

By: _____
for the Adoption Center of Washington

Date _____

Addendum to the Adoption Services Agreement

DESCRIPTION OF CHILDREN AVAILABLE

The Agency places children from Russia, China, and Vietnam. Most available children are 1-10 years of age. The Agency endeavors to place children with the type of medical issues with which the family can cope. Medical information or social reports on the assigned child, whether written and/or oral, may not be available or may be less detailed than the family would want. The adoptive parents have the right to take the child to an independent doctor in the foreign country.

LIMITED CHILD ASSIGNMENT

The Agency does not require that a family who applies and is accepted for a child assignment will not pursue other possible child placement through other sources or another agency while this contract is in force. However, once a family receives a child, all fees and/or expenses due to the Agency as well as the foreign program institution or entity at the time of notification of an assignment from a source other than the Agency, will be immediately due and promptly paid by the family. There can be no refunds once a child assignment is accepted.

ACCEPTANCE OF CHILD PLACEMENT

The Agency has several placement programs running at the same time. Although every effort is made by the Agency to match families to the desired programs, occasionally a foreign program will close due to circumstance beyond the Agency's control, or an individual adoption may be halted. In that event, the family shall be placed with an alternate program or alternate adoption placement. All families must be willing to accept alternative programs and/or adoptive placements, in the event that the intended program or individual adoption becomes unavailable.

MEDICAL AND SOCIAL RISKS

Many medical tests for young children are unreliable at best; some tests have a built-in, timed-delay factor or exhibit a false-negative response. The medical and/or social status of the child referred by the foreign country entity is based upon available information. Further complicating this issue is the problematic state of the various countries' medical systems throughout the world, in terms of both technical proficiency and education. Because of the wide variance and disparity throughout the world, the accuracy of medical diagnosis can be neither guaranteed nor discounted in any way.

Such problems may include, but not be limited to, the following conditions:

Salmonella	Tuberculosis	Hepatitis A, B, or C
Milk Intolerance	Dehydration	Scabies
Malnutrition	Pneumonia	HIV/AIDS
Retardation	Rickets	Prematurity
Depression	Under-stimulation	Venereal disease
Decayed teeth	Drug Exposure	Visual Impairment
Hearing Impairment	Learning Disability	Delayed Development
Parasitic Infection	Institutionalization	Fetal Alcohol Syndrome
Mental Illness	Attachment Disorder	Undiagnosed Cognitive Problems
Exposure to Nuclear Environmental Fallout	Abuse: Physical, Emotional, Sexual, Psychological	Serious illness (cancer, heart disease, diabetes)
Physical deformity		
Genetic Disorder	Seizure Disorder	

Any discernable diseases or handicaps are noted and related by the Agency for acknowledgement prior to approval to continue the placement process. Sometimes the health of the child changes after the legal adoption process has been initiated. If this happens, the Agency will work with the family and their home study social workers to make the right decision on a case-by-case basis.

Prior to acceptance of an assignment, the family has the opportunity to discuss such medical and social risks with the Agency, and the opportunity to independently research the medical and social risk factors of international adoptions, including the characteristics of high risk and/or unknown birth parents. The family may also consult with physicians of choice, realizing that the employees of Adoption Center of Washington are not licensed medical personnel.

Adoption Center of Washington has provided me/us with a bibliography of various articles, books, and treatises as noted in the adoption information packet, for our reference and independent review.

CONFIDENTIALITY

Client files are kept strictly confidential, except when information must be provided to third parties, as indicated on page two of the Adoption Services Agreement.

POST-PLACEMENT REPORT TO FOREIGN COUNTRY

Both state licensing requirements and foreign courts require reporting on the progress of the adoptive placement on a periodic basis for a designated period of time, sometimes for several years. The family agrees to provide Adoption Center of Washington or a previously agreed upon Supervised Provider with copies of all foreign documents received in the adoption process, plus any written reports, physician's medical

statements, and photographs for the post-placement period requested by the appropriate licensing authorities, foreign courts, and/or foreign adoption institutions or entities.

DISRUPTION OF ADOPTIVE PLACEMENT

It is the right of a child in a disruption situation to receive full protection and service during the disruption. The local Agency will attempt to assist the family in arranging for supportive services to a child and the family, and locate and arrange for a new adoptive placement when possible.

The original adoptive family shall assume full financial responsibility for any such services and/or replacement, promptly paying or arranging for payment of all expenses incurred in meeting the child's needs as well as placing the child in another adoptive home, or in foster care, and in following the requirements of the local state and foreign country regarding the disposition of the child.

Many local social service agencies will not take custody of foreign born children in cases of disruption. Adoption Center of Washington will endeavor to work with a family's local adoption placement agency in the event of a disruption, but because of the diversity of local laws governing such disruptions, *this issue should be discussed with the local adoption social worker* and/or agency, regarding the specific legal procedures involved in such cases. It may be necessary in some cases for the disputing family to obtain independent legal counsel to represent them, depending upon individual state statutes which pertain to adoption.

Toddlers and older children who are adopted from foreign countries usually exhibit some of the same adjustment and behavioral signs as children adopted in this country. In addition, there may be some frustration exhibited due to language differences, change of food, and cultural differences in the showing affection. In rare cases, because of early deprivation, adopted children fail to bond with a family or show normal expressions of affection.

Adoption Center of Washington recommends that families adopting older children seek training through community resources, such as support groups, books, etc. on how to integrate older children into an adoptive family, and behavioral and bonding issues on adopted children. Your local agency should be able to provide you with information about these resources. Families may need to seek therapy if children have trouble adjusting or bonding. It is important to check your insurance coverage to see if it is adequate to cover mental health services including testing.

In recognition of those factors as noted above and as further defined in the country specific for the individual adoption program chosen, the family hereby *indemnifies and holds harmless* the agency, its employees, agents, volunteers, and Board of Directors for any diseases or conditions that have, or have not, been previously diagnosed.

AGE PREFERENCE OF APPLICANTS

The applicant(s) may indicate age preferences, but “infant” generally refers to ages 0-12 months. In order to enhance the Agency’s ability to place an appropriate child, the applicant(s) should specify with some certainty any age preference. The Agency will endeavor to place the preferred age, but the applicant(s) need to remain flexible.

Sometimes, a case may take longer to process in the foreign court than was predicted. Therefore, a child *at the time of arrival* could be older than the family expected when the assignment was originally accepted. *Because permanency planning for a child is involved*, and as the adoption laws of other countries vary, a family cannot refuse to accept the child following foreign court approval, based on an older age than was anticipated.

TRAVEL TIME ESTIMATES

Estimates for length of travel are given to the best of the Agency’s understanding based on previous experience in the foreign country and those given by foreign resources and judges. Travel time can be extended for a number of reasons – strikes in the foreign governments, illness, and schedules of government employees such as judges and social workers, holidays in the foreign countries, requirements imposed by the courts, etc.

The number of trips *could* be increased due to the above conditions. A family’s financial resources should be sufficient to cover additional trips if necessary. The Agency cannot be liable for expenses necessitated as a result of additional trips.

FINALIZATION AND NATURALIZATION

Immediately following the satisfactory completing of the required post-placement supervisory period, the family will seek to finalize the adoption in the local court of jurisdiction. Following the receipt of the local adoption decree, the family will immediately seek to naturalize their child as a United States citizen. The local agency will assist the family with these processes. The family agrees to send a photocopy of the final adoption decree as soon as it is obtained.

ESTIMATED COSTS AND PAYMENT SCHEDULES

There are fees for adoptive service through Adoption Center of Washington. The Foreign Program Fee covers costs set by the foreign country entity, and in some cases other Agency costs associated with sustaining the foreign program, and is due and payable upon acceptance of the child assignment. All foreign program monies are the responsibility of the adoptive parents, and are not the responsibility of the Agency, as noted in the Adoption Services Agreement.

I/We understand that the payments and related costs are due upon the occurrence of the events described in the Overview of Foreign Adoption Programs, and are not dependent

upon obtaining a child's medical or progress reports, visas, document translations, transportation arrangements, or the like.

In addition to the payment for services provided by the Agency as outlined in the Adoption Services Agreement and this attached Statement of Policies Addendum, there are other *additional, independent costs* associated with the foreign adoption process outlined in the following Explanation of Estimated Costs and Payment Schedule. Before expending any funds in excess of \$1,000 for which the agency will hold the family responsible, the Adoption Center of Washington will obtain the specific consent of the family.

The Explanation of Estimated Costs and Payment Schedule is not part of this STATEMENT OF POLICIES Addendum, nor is it intended to be comprehensive, as each individual adoption is distinct. The Schedule is intended only as a general review of categories of costs based upon the Agency's past experience.

ADDITIONAL PROVISIONS

This Statement of Policies Addendum to the Agreement constitutes the entire Adoption Services Agreement between the parties, and there are no representations, warranties, or commitments, except as set forth herein.

This Addendum to the Agreement supplements, merges and supersedes all prior to contemporaneous agreements, understanding, negotiations and discussions, whether written or oral, of the parties hereto, relating to the transactions contemplated by this Adoption Services Agreement.

If any provision of the Addendum and Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Addendum and Agreement is invalid and unenforceable, and that by limiting such a provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

The failure of either party to enforce any provision of this Addendum and 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 Addendum and Agreement.

No release or waiver of one or more provisions of this Addendum and Agreement is intended to, nor shall be construed to, confer upon or give any person other than the parties hereto, or their heirs, successors or assigns, any rights or remedies under, or by reasons of, this Addendum and Agreement.

This Addendum and Agreement may be supplemented, modified, or amended, if the supplement, modification, or amendment is made in writing, dated, and is signed by all

parties. More specifically, any Child Assignment Acceptance, Financial Responsibilities Statement, General Policies and Procedures, Services Acknowledgement and/or Foreign Fee form, which pertains to a particular adoption program or country, once a child assignment is accepted, shall be treated with the same force and effect as this Addendum and Agreement, and incorporated herein as is fully set forth below.

Applicant _____

Date _____

Applicant _____

Date _____

Seen and approved:

By: _____

Date _____

for the Adoption Center of Washington