

ADOPTION SERVICE AGREEMENT

This Adoption Service Agreement is made and entered into by and between Family & Community Services a non-profit child-placement agency licensed in the states of Michigan and Ohio hereinafter referred to as F&CS and the undersigned prospective adoptive parent applicant(s) hereinafter referred to as AP.

WHEREAS, F&CS provides and coordinates adoption services to AP seeking to adopt; and,

WHEREAS, AP signed an Application requesting F&CS to provide adoption services; and,

WHEREAS, the parties desire the adoption services be performed and the terms and conditions for performing said services be fully set forth in a written agreement signed by each of the parties.

WHEREAS F&CS agency policies and practices, grievance policy; general eligibility requirements, Fee Schedule of services and program options and providers included in the Initial Information Packet and Formal Application packet were received and reviewed by AP.

WHEREAS a signed current Fee Schedule and grievance policy signed by AP is part of the Formal Application Packet to be submitted to F&CS with this Agreement.

NOW, THEREFORE, in consideration of the premises and the terms, conditions and covenants hereinafter set out, it is agreed by and between the parties as follows:

F&CS agrees to provide an adoption home study assessment and post adoption or post placement services or referral to an Exempt or Supervised Provider in full accordance with the laws and licensing regulations of F&CS 's state(s) of licensure, the laws and licensing regulations of the state of residence of the AP, and laws and regulations of the United States in respect to Intercountry Adoption.

F&CS agrees to provide child referral and placement services for AP choosing an F&CS foreign country PROGRAM in full accordance with the laws and licensing regulations of F&CS 's state(s) of licensure, the laws and licensing regulations of the state of residence of the AP, and laws and regulations of the United States in respect to Intercountry Adoption and the laws and regulations of the applicable foreign country program.

Adoption Service Fee Structure: AP agrees to pay F&CS for adoption services in accordance with F&CS 's Fee Schedule in effect at the time services are rendered. F&CS may revise the Fee Schedule from time to time for any services not already provided and paid by the AP and will submit the revised schedule to AP for review and signature. AP agrees to pay all fees in full at the time or times that they become due as set out in the Fee Schedule. F&CS will have no obligation to provide any services that are not paid for in accordance with the Fee Schedule or this Agreement. AP understands that all adoption expenses and all other expenses of any kind or nature incurred by AP or in AP's behalf are the responsibility of AP and not the responsibility of F&CS .

F&CS Program fees will not be increased once a child referral has been accepted. However, there may be exigent circumstances whereby F&CS 's foreign providers believe it is reasonable and necessary to increase fees beyond those disclosed previously in order to continue expeditiously processing the adoption. F&CS will provide the AP with the fee increase amount and explanation of any increase in fees. Example: child care costs increase due to moratorium imposed by foreign government.

Services: AP agrees that the following provisions shall apply to home study, child referral, and post adoption/post placement services provided by F&CS and to the finalization of the adoption.

AP agrees to provide in a prompt and timely manner, all documents and information requested by F&CS . If AP fails to provide any documents or information in a prompt and timely manner, then F&CS may terminate adoption services and this Adoption Service Agreement, and F&CS shall have no obligation to provide further service. All fees paid to F&CS shall be deemed earned services and AP shall not be entitled to a refund. AP understands and agrees that the home study fee and/or home study review fee is 100% non-refundable. Any unpaid fees, costs or expenses shall immediately be due and payable to F&CS .

AP acknowledges, understands and agrees that F&CS cannot and does not under any circumstances guarantee that AP will be approved by F&CS prior to supervisory approval and/or that F&CS will recommend that a child be placed with or assigned to AP.

AP agrees to complete a minimum of 10 hours of required training on international adoption prior to placement of a child. AP in MI are also required to complete training provided by F&CS, mandated by the State of Michigan (Adoption 101-2 hours).

A home study must be conducted and a written home study report completed with supervisory approval and all required documentation provided prior to submission to the Central Authority or placement of a child with AP. The AP agrees to pay for any required home study updates/amendments and provide the required documentation. If the home study expires, the agency reserves the right to terminate services, requiring a new home study to be completed at the current rate to reinstate services.

AP understands and agrees that recommendation and approval of home study and/or approval of placement of a child with AP cannot be guaranteed when the home study is updated.

AP understands and agrees that F&CS has the right and obligation to withdraw or amend its home study approval or recommendation set out for events or actions which come to the attention of F&CS. Changes in approvals or recommendations will be based on the best interests of the child. If information about AP or any member of AP's household comes to the attention of F&CS after a home study is completed, including but not limited to significant events such as untrue or false statements or documentation, refusal to cooperate during the F&CS referral or post adoption process, post placement supervision, loss of employment, separation or divorce, pregnancy, adoption of a child, child abuse referrals, criminal or legal action concerning the AP or anyone residing in the AP's household, substance abuse or domestic violence, physical and/or mental health issues, F&CS's recommendation/approval could be withdrawn and/or amended. Before a recommendation to proceed with the adoption process could be determined, F&CS may require additional documentation, clearances, clarification, explanation or professional counseling evaluation as F&CS deems necessary or advisable. Refusal to reasonably comply may result in termination of adoption proceedings or other actions as may be necessary or advisable to protect the best interests of the minor child.

AP further acknowledges that the approval and recommendation of AP for the placement of a child involves many different considerations. These factors include but not limited to the physical and mental health of the child and of the AP, as well as the AP's motivation, readiness, suitability, financial ability, and preparedness to parent a child with a different racial, cultural, or socioeconomic background. If any of these or other factors should change, which in F&CS's professional judgment is relevant to the placement of a child with AP, then it will be necessary to update the home study to take such factors into consideration.

AP understands and agrees that some foreign countries, states, judges and/or governmental or non governmental agencies involved in the adoption may require additional visits or services, doctor visits, medical reports and/or documentation and reports for home study or post adoption/post placement. In such event, AP agrees to arrange for and pay for the same.

AP agrees to provide a copy of the final adoption decree and any other legal documents and child study reports received in a foreign country to F&CS upon return from the foreign country with the child.

F&CS requires post adoption or post placement supervision for all families that have a child placed with the AP. AP agrees to abide by the requirements of F&CS and any other agency AP contract with for post adoption/ post placement services. Full cooperation will consist of but not be limited to:

- Paying in advance for post placement/post adoption services prior to F&CS signing documents accepting responsibility to report to any other Service Provider.
- Immediately informing F&CS when placement of a child occurs from any other Service Provider.
- Cooperating with all requests for appointments with F&CS to comply with time frames to meet reporting requirements and,

Upon satisfactory completion of the post adoption/post placement supervision requirements, F&CS agrees to forward the written report(s) to other networking agencies, courts, state and federal offices, attorney and to any applicable foreign country or other appropriate place for the purpose of finalization of the adoption or reporting on the status of the placement.

Where applicable, (Korea, India, Thailand, Philippines; or any other country where the adoption is not final at the child's placement in the AP's home), AP agrees to file or cooperate with the filing of the petition for adoption, and to finalize the adoption in their state of residence at the earliest allowable date. AP agrees to provide a copy of the final adoption decree to F&CS upon entry of the adoption decree by the court.

Assumption of Risks: AP understands that there is risk in any adoption and that F&CS in performing adoption services or any other services does not make any guarantees, representations or warranties concerning any aspect of the adoption process or of the child's health or development. AP understands that this Adoption Service Agreement does not assure or guarantee the placement of a child with AP nor does it assure a successful outcome.

The international adoption process contains inherent risks that are outside of F&CS 's control. Some risks impact the process itself, resulting in the possibility of delays, emotional frustration, and additional expenses. Some risks can impact the health and well-being of your adopted child in the future.

A child referred internationally may be legally free for adoption, but US and/or foreign political changes could interfere with the adoption process. Fees paid for international placement services are non-refundable in the event a country suspends or stops foreign adoption. International adoptions are strongly influenced by the foreign government, its political infrastructure and its relationship with the US.

Foreign or domestic laws, adoption laws, political or social events, and procedures in the foreign country and/or the United States may change at any time in ways that may negatively impact the adoption. F&CS cannot control whether changes in laws and procedures may prevent or delay the future adoption of a child from any country, and/or may require preparation, submission and approval of additional or modified documentation. F&CS will make every effort to stay abreast of political developments and to keep AP informed of changes as they occur. However, F&CS cannot guarantee that foreign countries will not change laws or procedures during the course of your adoption case, causing delays, additional expense, or preventing the adoption from completing.

The approval of your adoption lies solely within the discretion of the governmental and judicial officials of the foreign country. F&CS will make diligent efforts to advise you of necessary requirements and to advocate appropriately for your candidacy. However, F&CS cannot guarantee that foreign officials will approve you to adopt a child.

F&CS will provide a reasonable estimate of the AP's expected length of stay while in the foreign country. However, F&CS can not guarantee that the estimated time frames are exact. Travel time can be extended or delayed for a number of reasons due to F&CS tors beyond F&CS 's control. Examples of such factors include but are not limited to: strikes in the foreign offices, illnesses or vacations of foreign government authorities such as judges and social workers, holidays in the foreign country, requirements imposed by the courts, etc. Each case is individual and cannot be compared to others. The length of stay may vary from the estimate given at the beginning of the adoption process.

Estimates of costs and expenses are provided to the best of F&CS 's understanding based on previous experience. The number and length of trips could be increased due to government changes and other unanticipated conditions. AP's financial resources should be sufficient to cover additional trips and extended stays if necessary. AP acknowledges that F&CS is not responsible for any travel expenses of AP and AP assumes all risks and expenses of travel.

F&CS provides a best estimate of the length of time from adoption study to referral and referral to placement for all of our Intercountry adoption programs. However, F&CS can not guarantee that the estimated timetable can be met precisely. Estimated times can be extended or delayed for a number of reasons. Each case is individual and cannot be compared to others. The length of time may vary from the estimate given at the beginning of the process.

F&CS will make diligent efforts to minimize the difficulties associated with different languages, cultures and customs inherent in international adoption. The possibility exists for language misinterpretation, cultural or custom differences, and miscommunications.

A government authority may be providing the child's referral and/or medical information. F&CS can not guarantee the completeness or the accuracy of the information

Birth family members may not follow through on lengthy procedures required in some countries for adoptions. As a result, the adoption may not be completed. Birth family members may decide to reclaim the child at any point in the process. Further, adoptive families within the child's country of origin may also express their desire to adopt a child, even if this child has been referred to a family from abroad. In addition, a child may be assigned to a family, and a change in that child's situation could render the child as unadoptable, either under foreign law or U.S. immigration law. Any of these events may complicate the process, or prevent the adoption from completing.

An adoption case can be impacted by war, man-made disasters (such as terrorist actions), natural disasters (such as hurricanes/tsunami, etc), or health emergencies that prevent traveling (such as the SARS outbreak in China). These events are outside of F&CS 's control but may impact the length of time or ability to complete an adoption.

Medical & Social Risks: Every AP considering the adoption of a child, especially from a foreign country, must understand the risks. Countries that permit international adoption of children often rely on this option due to lack of financial/economic resources. This same lack of financial resources may impact the social and medical care that children have received in the past and the availability of medical background on the child and his/her birth family. For instance, many children identified for adoption are cared for in institutions or hospitals, operated below the standards of care typically provided in western countries. The absence of equipment, supplies, nutritional food, toys and age-appropriate developmental stimulus, and the shortage of adequate or properly trained medical personnel and child care providers can result in a child's higher risk of illness; delayed physical, psychological and mental growth; and impairment. Prospective adoptive parents are advised that international adoption carries an inherently increased risk of medical, social, and emotional disabilities and deficits.

Potential medical and/or developmental problems are often not diagnosed prior to or immediately following the birth of a child. Unknown drug or alcohol use by the birth parent may be a factor in any adoption. In the event that the identity or knowledge about the birth parent is unknown, genetic information is unavailable, including but not limited to mental illness, genetic disorders, cancers, etc. While all information made available to F&CS is provided to the AP, there continues to be a risk of the following, but not limited to: undetected health problems, no immunizations, immunizations with expired serums or lack of receipt of the entire series, no Hepatitis B, TB or HIV blood tests (or inaccuracies thereof), age and size discrepancies, malnutrition, unknown AP background and social history, change of child's health and no additional medical information following initial referral. Many medical tests for young children are unreliable at best; some tests may have a built-in time-delay factor or exhibit a false-negative or false-positive response; and the medical and/or social status of the child is based upon available information. Further complicating this issue is the problematic state of the various countries' medical systems, in terms of both technical proficiency and education. Because of the wide variance and disparity throughout the world, the accuracy of medical diagnoses can be neither guaranteed nor discounted in any way. The AP understands that the adoptive child could possibly arrive with undiagnosed physical, emotional and/or developmental problems or later develop such problems.

The medical, social and background information that is provided to AP is collected and furnished by independent third parties, including foreign government officials, orphanage staff and others, who provide this information according to local policy and procedure. F&CS encourages AP to seek an independent medical evaluation of the child and will provide a list of physician's familiar with and specializing in reviewing social and medical reports for international adoptions. F&CS is not able to guarantee the accuracy of child background records, and AP accepts the risk of those records containing errors or omissions.

Disruption/Dissolution of Adoptive Placement: It is the right of any child in a disruption situation to receive full protection and services and to be deemed as the primary client by F&CS and AP.

Upon finalization of an adoption, the adopted child acquires all the rights, privileges and immunities of a child born to AP. The AP has all the same responsibilities, legal obligations and duties to the child as though the child were

born to AP. The AP understands that in most international adoptions, finalization of the adoption occurs in the foreign country, and all of the legal rights and responsibilities of the parent to the child are created before leaving the foreign country. Dissolution of a finalized adoption would require court action in the state of the AP residence. The services or an attorney will be required, and the court will make the final determination regarding the dissolution of the adoption, including the possibility that the dissolution may not be granted by the court.

While F&CS will assist AP and child(ren) throughout this difficult process, it is understood that F&CS will not take physical or legal custody of the child(ren) and future placement options of the child may be the sole responsibility of the AP, just as it would be if this were a biological child(ren). AP assumes all risks, financial and emotional obligations in the event of dissolution.

In situations where F&CS is the Primary Provider and the adoption has not been finalized abroad, F&CS will assist the AP in arranging for supportive services to the child and AP, and in those cases where it is in the best interest of the minor child, F&CS will assist in locating and arranging for a new adoptive placement when possible. The agency or government authority holding legal custody of the child will be notified immediately. The agency or authority holding legal custody of the child has full authority over the child and any subsequent placement.

In either case, the AP is responsible and shall assume full financial responsibility for any such services and for replacement of the child, promptly paying or arranging for payment of all expenses incurred to meet the child's needs not limited to 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 care and disposition of the child.

When F&CS is not the Primary Provider, F&CS will assist AP and the child (ren) through this difficult process, but it is understood that F&CS will not take physical or legal custody of the child (ren), and future placement may be the sole responsibility of the AP, just as it would be if this were a biological child (ren). The AP assumes all risks and financial and emotional obligations in the event of a disruption.

Independent from other Agents: The AP understands that F&CS is a licensed, child-placing organization. The services provided by F&CS are independent from the services of other child placement and referral agencies or organizations. Additionally, the child referral agencies utilize foreign country entities, which are also independent and separate, both from F&CS and any other entity referenced herein. Each party is acting independently of the other as an agent of the AP on behalf of the AP. The AP agrees in good faith, in advance, that all actions taken by each of the entities referenced herein shall be at the request of the AP and with the AP's authorization.

While F&CS attempts to provide accurate estimates of third party expenses, F&CS is not responsible for any Third party expense or increases.

Accuracy of Information Provided by AP and F&CS : F&CS is committed to disclosing any and all information available, allowing the AP to make the most informed decision possible. F&CS will try to obtain as much additional information requested by the AP, but this information may be unavailable, limited, incomplete or erroneous.

The AP's commitment and obligation states and warrants that all information and data requested by F&CS during all aspects of the performance of this Adoption Service Agreement is and will be true, accurate and complete to the best of the knowledge of each AP.

Withholding information or lying to F&CS representatives may result in immediate termination of services. F&CS follows all state and federal government policies regarding withholding or lying about information required as part of the adoption process.

Disclosure of Information: The AP grants F&CS permission to disclose to third parties such information provided by AP as F&CS deems necessary for the performance of services to AP, and for reporting to regulatory agencies. The AP further grants a release, waiver and indemnification for permission to third parties to disclose to F&CS such information as F&CS deems necessary for the performance of its adoption services.

Authorization to Release Adoption Documents: AP authorizes F&CS to release the home study, supporting documents, dossier documents, post placement reports, profiles or any other document to the US and Foreign government offices, other child placing agencies or attorneys charged with assisting in the completion of the adoption, including US Immigration and Citizenship Service, State, ICPC, or any other official needing the aforementioned information to complete or supervise the adoption.

Confidentiality: Clients' files are kept strictly confidential except when information is provided to referral agencies, foreign countries, and courts, federal, state and local governmental agencies and as otherwise set out in this Adoption Service Agreement. F&CS will keep client files and information confidential except as required by law.

Termination of Agreement: F&CS has the right to terminate the adoption services for cause at any time, based upon F&CS's professional assessment. In the event of such termination by F&CS, all fees then payable to F&CS for services rendered and expenses incurred on AP's behalf shall be promptly paid in full to F&CS. Any refunds to AP by F&CS are made within 30 days of request and only according to the agreement of the Schedule of Fees. F&CS attempts to operate on a pay as you go basis for services rendered and is therefore not obligated to make refunds as services have been rendered.

Waiver/Subsequent enforcement: The failure to either party to enforce any provision of 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.

No Non Party Beneficiary: None of the provisions of this agreement are intended to nor shall be construed to, confer upon or to give any person other than the parties hereto, or their heirs, successors or assigns, any rights or remedies under, or by reason of this agreement.

Modifications: This agreement may be supplemented, modified or amended, if the supplement, modification or amendment is made in writing, dated, and is signed by all parties.

Michigan/Ohio Law: This agreement and any addendum, or further terms essential to the performance of this agreement, are made and shall be performed and construed under the laws of the State of Michigan/State of Ohio. Disagreement shall be subject first to remedy between the parties and if not remedied, to mediation. Legal action may only be filed in Macomb County Michigan or Portage County Ohio. This provision shall not be construed as discouraging AP from filing complaints related to Hague Convention procedure.

The AP understands the special and unique conditions of providing adoption services. Because the loss and damage to be expected should AP withdraw, breach, or cancel this agreement, for any or no reason, are uncertain in amount, it is agreed that F&CS shall retain all sums paid to the date of such withdrawal, breach, or cancellation as liquidated damages and not as a penalty.

Adoptive Applicant

Date

Adoptive Applicant

Date

Family & Community Services

Date

Updated 9/12/2016