042710

UNDERSTANDING FOR POST-PLACEMENT SERVICES DOMESTIC ADOPTION

[insert parent(s) names], (hereinafter referred to as the "adoptive parent(s)") are a married couple residing at [insert address]. On [insert date of placement] , adoptive parents received placement of **[insert number of children] child, [insert child's given name], now known as [insert child's current name], a child born in [insert name of State].**

The adoptive parent(s) are being assisted in this domestic adoption by**: [insert name of placing agency],** herein referred to as "child-placing agency").

La Vida International Adoption Agency, a Pennsylvania licensed adoption agency, (hereinafter referred to as "La Vida"), has been selected by adoptive parent(s) to provide post placement services.

Now therefore, the parties agree as follows:

I. Reporting and supervisory requirements

La Vida will meet with adoptive parent(s) and the child for the purpose of completing **[insert number of post placements required]** written post-placement reports. The home visits are due on **[list dates]**. The reports and are to be provided directly to the child-placing agency and will be transmitted to the placing agency 2 to 4 weeks after the home visit occurs.

For the creation of each report, adoptive parent(s) will provide to La Vida the following documents:

1) 12 different photographs with our family's name and a caption on the back of each photo. Six of the photos shall be of the individual child and 6 shall be of parents with the child. The photos must be original, clear, and if digital, must be printed individually on glossy "photo" paper. Polaroid photographs are not permitted, nor are photos with parents or children in bathing suits, wearing sunglasses or very distant photos.

2) A Post Placement Medical and Developmental Report to be completed by adoptive parent(s). La Vida will provide general medical and developmental forms to be completed.

3) For the initial post-placement supervisory report, adoptive parent(s) will provide a Physician's report, completed by the child(ren)'s primary physician. For all subsequent visits, adoptive parent(s) shall provide to the social worker the name(s) and address(s) of each of the child(ren)'s medical providers, the dates and results of all doctor visits, results of all physical examinations, testing results, and copies of vaccination records.

4) Should the child placing agency have requirements which exceed or differ from the above requirements, I/we agree to provide the necessary information to La Vida.

III Payment for supervisory services/Report Handling

Adoptive parent(s) understand that the costs for each post placement visit and report shall be $500. Payment for all post-placement visits is required at the time of execution of this document.

Sample Post Placement Agreement

Payment in the amount of **[insert total owed]** is solely for the conduct of the home visits and provision of reports.

IV Specific promises or obligations

Adoptive parent(s) understand that the timely submission of the required post-placement visits and reports are an integral requirement of the domestic adoption process and agree to cooperate with timely visits as required by the state and child placing agency/attorney.

It is understood that La Vida is not performing any services relating to the identification, selection, diagnosis, or adoptive placement of the child(ren) being adopted. La Vida's role in the adoptive placement is simply to provide post-placement supervision after the adoption after child placement. As such, adoptive parent(s) specifically waive any and all claims which they may now have or may have in the future against La Vida and its past and present officers, directors, employees, shareholders, agents, attorneys, successors and assigns for the provision of any adoption services related to the identification, selection, diagnosis, or adoptive placement of the child being adopted, or the adoption process being contemplated. Further, adoptive parent(s) further fully, finally and unconditionally, release and forever discharge the Agency and its past and present officers, directors, employees, shareholders, agents, attorneys, successors and assigns along with all governmental officials, organizations and agents within the foreign country, and indemnify and hold each harmless, from and against any and all claims, demands, causes of action, damages, judgments, decrees, costs, attorney's fees, expenses and/or other liabilities whatsoever and howsoever arising, whether known or unknown, which you may now have or may have in the future with respect to or in any way associated with the provision of any adoption services related to the identification, selection, diagnosis, or adoptive placement of the child(ren) being adopted, or the adoption process being contemplated.

The waiver, release and indemnification from liability that adoptive parent(s) are providing includes, but is not limited to, the release of any claims relating in any way to (1) the adoption process, the child selection process, medical diagnostic services or to any other action taken on behalf of adoptive parent(s) in furtherance of the contemplated adoption; (2) a congenital defect or physical, psychological, behavioral, social or educational problem that currently exists or becomes known to anyone before or after placement of the child; (3) if applicable, the travel and the trip to the state to complete the adoption process; (4) any and all liability resulting from the risks and uncertainties associated with domestic adoption and (7) any actions which may be taken by any other party to gain your compliance with the post placement requirements of your placing agency and or your child's state of origin.

In light of the waivers of claims, release of liability, and indemnification provisions of this understanding, if adoptive parent(s) or any other person commences legal action against La Vida and/or its directors, officers, employees, agents or attorneys for any reason in connection with your adoption or in connection with any matter taken in furtherance of this understanding, and La Vida prevails in it's defense, you agree to pay for all costs of La Vida's legal defense efforts, including attorney's fees, professional costs, and any other costs reasonable or necessary for a full and proper legal defense by Agency and its directors, officers, employees, agents or attorneys.

This understanding shall be interpreted in accordance with the internal laws of the Commonwealth of Pennsylvania. Any actions brought under this understanding or as a result of any dealings between adoptive parent(s) and La Vida must be brought in the Court of Common Pleas, Montgomery County, Pennsylvania.

If any provision of this understanding is held to be invalid or unenforceable, that provision will be modified as necessary to make it enforceable and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

Sample Post Placement Agreement

If any legal action is initiated by adoptive parent(s), by or on behalf of the adopted child, or by or on behalf of any of your family members, adoptive parent(s) specifically waive all rights to a jury trial.

This Agreement contains the entire understanding between adoptive parent(s) and La Vida.

Adoptive Father Date	La Vida International Adoption Agency Date
Adoptive Mother Date	

Sample Post Placement Agreement