AGREEMENT FOR DOMESTIC (PRIVATE) HOME STUDY SERVICES

THIS AGREEMENT FOR PRIVATE DOMESTIC HOME STUDY SERVICES (this "Agreement") made this ____ day of _____, 20__, by and between and , a married couple or single individual residing in the State of PA, and La Vida International Adoption Agency, a Pennsylvania non-profit corporation and Pennsylvania licensed adoption agency with principle office in Malvern, Pennsylvania (the "Agency").

You desire to adopt a child from the United States and you have come to the Agency for help in accomplishing a specific task necessary for such an adoption; the conduct of a Home Study. The Agency is a Pennsylvania licensed adoption agency that provides services to individuals and couples wishing to adopt and is willing to commence work with you and on your behalf. In consideration of the services provided to you by the Agency, you understand and agree as follows:

Responsibilities

The Agency will provide services to perform a Home Study for a private, domestic adoption of a child residing in the United States. The purpose of the home study is to examine the prospective adoptive family and their home, life experiences, health, lifestyle, extended family, attitudes, support system, values, beliefs, and other factors relating to the prospective adoption; with the goal of assessing the family's financial, emotional, mental, physical health, and general readiness for a domestic adoption. The assessment of the family is summarized and presented in a written report called an adoption study or home study report.

Conducting the Home Study will involve a social worker contacting you to set up at 1 to 2 meetings, at least one of which must take place in your home. You will be asked to complete certain forms; provide biographical, financial, medical, and other information; complete certain background checks including, federal fingerprint clearances, state police clearances, and child-abuse clearances; supply background information and documents including birth certificates, marriage certificates, divorce decrees, financial disclosures, medical information; and provide references from others who know you personally. In addition, you will be asked to discuss your background, relationships, motivations for adoption, child care plans, philosophies of child rearing and discipline, understanding of the risks of domestic adoption, and other issues in an effort to allow the social worker and agency to properly evaluate your suitability for domestic adoption, document information necessary for the home study, prepare a home study report, and provide an opinion or approval of your family for adoption of a child. The Agency will provide you with necessary materials and instructions to prepare for the Home Study, collect required documents, and perform the necessary pre-requisite activities to complete the home study process.

If your child-placing agency or attorney has specific parent eligibility guidelines that must be included this in the Home Study, you will provide the Agency with official notice of such specific parent eligibility guidelines prior to the commencement of the Home Study process. Prior to the conduct of the home study you will ensure that your child-placing agency or attorney provides us with a detailed description of any required adoption preparation education, training materials, or workshops that it will be providing or that you will be obtaining. After receipt of this information, if La Vida deems additional training necessary for proper education prior to the completion of the Home Study process, you agree to obtain such training, which is likely to be conducted in the form of

online training courses. The costs of such educational training as well as proof of such educational training will be your responsibility and this information shall be provided to the Agency prior to the social worker's first visit to your home.

The Agency will use its reasonable best efforts and due diligence in providing Home Study services to you in the hope of approving you for the adoption of a child. However, you agree and understand that this Agreement and the services being performed by the Agency provide no guarantee, either expressed or implied, that you will be approved for an adoptive placement.

Content and Format for the Home Study Report

Unless provided with specific directions, guidelines, or child placing agency requirements for the conduct of the Home Study or the preparation of the Home Study report, Agency will conduct the Home Study and prepare the Home Study report in accordance with its standard policies, procedures, and format for a domestic adoption Home Study. These policies, procedures, and format are established with the goal of satisfying the requirements of Agency, Pennsylvania, and U.S. federal regulations. A standard Home Study report typically consists of approximately 10 to 12 pages of family information, assessment, and opinion;

To the extent that specific directions, guidelines, or child placing agency requirements are provided to Agency prior to the commencement of services, efforts will be made to incorporate such information into the Home Study report; so long as any such directions, guidelines, and country requirements do not conflict with Agency or Pennsylvania regulations and provided that such information dose not substantially expand the scope or work efforts anticipated for the conduct of a standard domestic Home Study.

If the Home Study has been conducted and the Home Study report issued, any subsequent changes in scope or format will be accommodated, to the extent possible; however, such changes will be billed separately on a time and material basis based on the Agency's standard hourly charge. Such change in scope and additional work efforts will only be undertaken after obtaining your consent and authorization.

Home Study Fees

The current Agency fee for the conduct of an independent domestic Home Study is $2,300 and the fee for an independent domestic home study update is $1,800. This fee is payable as follows: ½ of the fee due at the time of the application for services; and the balance due prior to the assignment of a social worker for scheduling of the initial family visit.

All paid Agency fees will be deemed to have been earned as they are paid or due and all fees are non-refundable upon the commencement of services on your behalf. Agency hereby agrees that it will not charge additional fees and expenses beyond those disclosed in this Home Study Services Agreement or descriptive information provided throughout the provision of services without your express permission.

You understand that payment of all Agency fees and related expenses is not contingent upon your approval by the Agency.

Cost for Additional Services

As provided for above, if a change in scope or additional work efforts are requested and authorized, such efforts will be billed on an hourly basis at the Agency's standard rates in effect at the time of service. The Agency's present hourly rate for such services is $100 per hour. The fee for additional work is typically collected in advance in the form of a retainer based on an estimate of the work efforts required.

Approval by other entities

Participation in the Home Study process does not guarantee approval by your placing agency. The Home Study process additionally does not guarantee that you will be successful in locating a child for adoption or successfully completing the adoption of a child. The Home Study is an evaluative and educational process which is required by State law.

Services not included in the Home Study process

The provision of services necessary for the conduct of the Home Study specifically does not include: the provision of other adoption services designed to assist you in understanding all facets of a private domestic adoption; or preparation for an adopted child; or provision of education or training to prepare you for the adoption process or parenting an adopted child. The Agency is not making any representations about the adoption process or your likelihood of completing an adoption; including that you will have a successful adoption or that an adoption can be accomplished in a particular period of time or for a certain cost. The Agency is specifically not assisting in establishing the link between you and persons, institutions, agencies or organizations in the hope of locating an eligible child for adoption. If you are successful in locating a child to adopt, the Agency is specifically not providing services or assisting in any way with the child identification process, the adoptive placement of the child, or the completion of the child's adoption.

Confidentiality of Information

The Agency will keep your files strictly confidential except that you grant the Agency permission to disclose to your child placing agency, any information provided by you or learned by the Agency if Agency deems such disclosure necessary for the performance of adoption services. Further, you agree that Agency may disclose any such information relating to you or your child if required by law, regulation, licensing requirements.

Disclosure of Information and Cooperation of the Parties

In retaining the Agency, you agree to abide by all of its policies, procedures and requirements, and further agree to furnish it with truthful, complete and current information. You understand that the Agency will be evaluating you for adoptive placement on the basis of information provided by you and others and on interaction with the social worker and Agency staff during the provision of services. You represent that all information supplied by you has been and will be truthful, complete and current and you will immediately notify the Agency of any changes in your family situation that might occur prior to the completion of an adoption; whether prior to or after the completion of the Home Study services and the release of the written Home Study report. These changes include employment changes, a change in your address, adults or children who join or leave your household, a change in criminal history status, a change in financial situation, a change in medical status, a child

in your household turning 18 years old, or any other development that might affect your initial or ongoing evaluation.

You also understand that to successfully complete a Home Study, you need to cooperate fully with the Agency and all relevant authorities and you need to work in partnership with the Agency throughout the process. You understand that the Agency may from time to time alter, update or revise the terms and conditions under which it provides services and you may be required to specifically consent to such alterations, updates, and revisions. Examples of these types of changes include, but are not limited to the Agency implementing procedural or paperwork changes.

Agency Fees and Fee Refund Policy

You acknowledge that you are not paying Agency to buy a child. You agree that the payment of fees is compensation for the Agency's time, experience, knowledge, guidance, service, materials, and overhead during the period that you are a client of Agency.

The Agency strives to provide our families with the highest quality of service and respect, as well as an atmosphere of trust, security and understanding. Accordingly, the Agency has established our fee structure to allow prospective adoptive parent(s) to pay in stages over the course of the provision of services. The schedule for payment of each portion of the Agency fees has been structured so that the portion that prospective adoptive parent(s) pay at a particular point in the process parallels the services provided by the Agency at each milestone point in the process. The fee payment structure does not compensate the Agency in advance for services to be provided in the future. Rather, all payments are deemed earned and applicable to services provided previously upon payment. For that reason, upon payment of each portion of the Agency fees, such funds are non-refundable. Any fees that the prospective adoptive parent(s) voluntarily prepay for services not yet provided shall be refunded within 60 days of termination.

Additional Fees and Expenses: The Agency will not charge additional fees and expenses beyond those disclosed in the services contract. The Agency will disclose the fees and expenses in writing to the prospective adoptive parent(s). The Agency will obtain the specific consent of the prospective adoptive parent(s) prior to expending any funds in excess of the quoted cost of the home study or home study update. The Agency will provide written receipts to the prospective adoptive parent(s) for fees paid.

Services following a successful adoption

It is understood that your placing agency and state law will have requirements for post-placement supervision of the child in the adoptive home. These post-placement requirements will include supervision prior to the completion of an adoption and the entering of an adoption decree. The services provided under this agreement for the conduct of a Home Study do not include services for post-placement activities; however, such services may be available if needed and shall be subject to a separate agreement and additional fees. The cost for post placement supervisory services shall be based upon the fee per visit in effect at the time that the service is incepted.

If you are successful in completing an adoption of a child, it is the right of a child whose family is experiencing adjustment difficulties to receive full protection and service. Should you experience difficulties in the adjustment of you family and/or the child, you agree to notify Agency, cooperate with Agency, and accept the assistance of, the Agency in managing the crisis. Agency will evaluate

the crisis and provide, recommend or require additional counseling and education as necessary to resolve the crisis. The costs of such counseling and educational services will be payable by you, the adoptive family. It is the right of the Agency to suggest outside counseling before a problem escalates to the point of crisis or the possibility of disruption.

To the extent that family counseling to handle the crisis does not succeed, and disruption/dissolution is necessary, it is understood that you placing agency/attorney shall assist you with re-placement of the child.

Assumption of Risk

The Agency does not make any representations or guarantees with regard to the accuracy or completeness of any child health or developmental information provided to you by others and you agree to assume all risks associated with proceeding on this basis. You acknowledge and agree that there are numerous risks associated with the domestic adoption process and you have been apprised of certain of certain risks such as but not limited to, uncertain time frames for match with a child, uncertain costs, inaccurate or incomplete health/background information regarding the birth parents and or child, loss of a child placement if a birth parent revokes consent and loss of a match to a child if one or more birth parents revoke the decision to place for adoption. You affirm that you fully understand these risks and other risks common or possible with domestic adoptions and you specifically agree to assume all such risks.

Waiver of Claims

You hereby waive any and all claims which you may now have or may have in the future against the Agency and its past and present officers, directors, employees, shareholders, agents, attorneys, successors and assigns. You hereby fully, finally and unconditionally remise, 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 relating to this agreement, the services provided to you by the Agency or your adoption of a child.

The waiver, release and indemnification from liability that you provide above includes, but is not limited to, the release of any claims relating in any way to (1) the performance of the Home Study services; (2) the opinion of the Agency as to your suitability to parent an adoptive child; (3) the preparation of the Home Study report; and (4) any and all liability resulting from the general risks and uncertainties associated with a domestic adoption. Your waiver, release and indemnification from liability specifically includes a waiver of all claims and a release of liability from any negligent or careless acts of the Agency and its officers, directors, employees, shareholders, agents and attorneys.

Payment of Expenses and Enforcement of this Agreement

In the event that any fees or costs are unpaid by you and the Agency chooses to commence collection efforts or suit to collect any such sums or enforce any provision of this agreement, you agree to pay

for all costs incurred by the Agency in prosecution or defense of such suit or incurred by the Agency in its collection or enforcement efforts, including but not limited to collection fees, attorney's fees, costs and any other fees reasonable or necessary for such collection, defense or enforcement efforts.

Additional Indemnification

In the event that you, on your own behalf or on behalf of the adopted child, or any other person, including the adopted child or anyone on the child's behalf, commences legal action against the Agency 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 agreement or in connection with services provided or efforts undertaken for your benefit or your assigned child, you agree to indemnify and hold the Agency and its directors, officers, employees, agents or attorneys harmless and pay for all costs of the Agency'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 the agency and/or its directors, officers, employees, agents or attorneys.

This specific indemnification shall not be interpreted to apply to any class action lawsuits or suits relating to an adoption other than the adoption of your child.

Payment of Defense Costs

In light of the waivers of claims and indemnification's provided in this agreement, if you, on your own behalf or on behalf of the adopted child, or any other person commences legal action against the Agency 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 agreement, and Agency prevails in it's defense, you agree to pay for all costs of Agency'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.

Termination

You understand that the Agency reserves the right to terminate this Agreement and discontinue providing Home Study services at any time without prior notice and with or without cause. At any time, you also may terminate this Agreement by providing written notice to the Agency of your intention to withdraw from the domestic Home Study process and abandon plans to adopt a child through private domestic adoption.

If you choose to withdraw from the Agency's domestic Home Study process prior to the Home Study report being issued, no further fees will be due and payable except for costs necessary to reimburse for efforts already undertaken or expenses incurred for your benefit. In the event of such withdraw, if any fees have been paid to reimburse work that has not yet been expended, such unused fees may be partially refunded at Agency's discretion.

Miscellaneous Provisions

This Agreement shall be interpreted in accordance with the internal laws of the Commonwealth of Pennsylvania.

Any actions brought under this Agreement or as a result of any dealings between you and the Agency must be brought in the Court of Common Pleas, Montgomery County, Pennsylvania.

If any provision of this Agreement 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.

If any legal action is initiated by you or on your behalf, by or on behalf of the adopted child, or by or on behalf of any of your family members, you specifically waive all rights to a jury trial.
This Agreement contains the entire understanding between you and the Agency and supersedes all prior agreements and understandings, both written and oral.

This Agreement may be changed only by an agreement in writing signed by both you and the Agency.

Certification

By signing below, you certify that you have received a copy of this Agreement, read it, understand it and agree to all of its terms and conditions. You also certify that you understand the process of private, domestic adoption, the costs associated with this process, and the uncertainties associated therewith. Further, you affirm that you have selected the Agency after conducting adequate independent research and making your own informed decisions. You agree that you have had the opportunity to review this agreement with an attorney or advisor of your choosing and have either consulted with an advisor or chosen not to do so. You affirm that you have not relied upon any specific written materials, oral representations, promises or other statements made by the Agency or any of its representatives in making the decision to adopt a child, choosing a country to adopt from or choosing an agency to work with.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement as of the day and year first above written.

_____	_____
Female Applicant	Male Applicant
Print Name:_____	Print Name:_____

LA VIDA INTERNATIONAL

By: _____ _____
Name: Title: