UNDERSTANDING FOR POST-PLACEMENT SERVICES RUSSIA

_____ (hereinafter referred to as the "Adoptive Parents") are a married couple residing at: _____. Adoptive Parents are in the process of adopting a child (hereinafter referred to as the “Child”) from the country of Russia.

The Adoptive Parents are being assisted in this international adoption by the following organizations:

a) _____, a child-placing agency located in _____ (hereinafter referred to as "Child-placing Agency");

b) La Vida International (hereinafter referred to as “La Vida”), a Pennsylvania agency providing certain home evaluation services.

Adoptive Parents have selected La Vida to provide post-placement supervisory services for this contemplated adoption and La Vida is willing to provide such post-placement supervisory services.

NOW THEREFORE, the parties agree as follows:

I. Supervisory and reporting requirements

La Vida will meet with Adoptive Parents and the Child for the purpose of completing post-placement supervision and written post-placement reports for the Adoptive Parents and Child. Under current requirements of the country of Russia and La Vida, post-placement supervisory reports are due at the following times following Adoptive Parents’ adoption and return home with the Child:

Report #1 - 01 month	Report #2 - 06 months	Report #3 - 12 months
Report #4 - 24 months	Report #5 - 36 months	

All reports are to be provided to Child-placing Agency when completed. At the discretion of La Vida, the reports may be provided directly to the appropriate authorities within the country of Russia; and if such direct reporting occurs, Child-placing Agency shall receive copies of each submitted report.

Adoptive Parents and/or Child-placing Agency will inform La Vida of any specific country or agency post-placement requirements. In the event that no specific requirements are specified, La Vida will complete post-placement reports according to its normal reporting content and format.

Adoptive Parents will promptly contact La Vida and the Child-placing Agency at any time should any concerns arise regarding the health, adjustment, or well-being of the Adoptive Parents or the Child.

Adoptive Parents hereby give La Vida full and ongoing permission and authorization to discuss any and all matters that are associated with home and family evaluation, parent qualification, adoption process, Child adjustment, and all other matters associated with the adoption; whether known now or learned at any time in the future. Your files will be kept strictly confidential except that you grant La Vida permission to disclose to third parties, governmental officials, or adoption service providers, any information provided by or learned from you if La Vida deems such disclosure important or necessary for proper performance of the services being provided. Further, you agree that La Vida may disclose any such information relating to you or your child if required by law, regulation, licensing requirements.

At the time of each post-placement supervisory visit, Adoptive Parents will provide to La Vida the following documents or information:

A) 12 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. It shall be the responsibility of Adoptive Parents to determine from Child-placing agency the specific photographic requirements. From experience with other countries adoption programs, it is believed that the photos must be original, clear, and if digital, must be printed individually on glossy “photo” paper. Polaroid photographs are typically not permitted, nor are photos with parents or Children in bathing suits, wearing sunglasses or very distant photos.

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B) A Post-placement Medical and Developmental Report to be completed by Adoptive Parents. La Vida will provide its general medical and developmental forms unless the Child-placing agency shall have agency or country specific documentation.

C) For the first post-placement supervisory report, Adoptive Parents will provide a Physician's report, completed by the Child's primary physician.

For all subsequent visits, Adoptive Parents shall provide to the social worker: 1) the name(s) and address(s) of the Child's medical providers; 2) the dates and results of all doctor visits; 3) results of all physical examinations; 4) testing results; 5) copies of vaccination records; and 6) any special health or medical concerns about the Child.

II General guidelines for cooperation

Adoptive Parents will provide La Vida with written notification if we move our place of residence or if our e-mail or telephone contact information changes during the post-placement period. If Adoptive Parents relocate to an area outside of the service area of our home study provider, I/we agree to identify a licensed agency in our new location to complete the required post-placement reports on schedule and to supply these reports to La Vida. It is understood that the costs of such services may be different than that charged by La Vida and that any cost differences are our responsibility. If we move outside of La Vida's service area, completed reports shall be provided directly to La Vida for presentation to the Child placing Agency or the country of Russia. In such cases, $150 of our $400 payment for each remaining post placement report shall be retained by La Vida for review and processing of the report.

Adoptive Parents understand that one of the important purposes behind the requirement for post-placement reports is to help assure the placing country and others that the children placed for adoption in the United States are thriving, healthy, and happy with their new families. This assurance encourages the continuation of the placement of Children with United States families.

Adoptive Parents also understand that the commitment and responsibility for post-placement supervision is an integral part of the adoption process and this commitment and responsibility forms one of the underlying principals upon which a child is offered and placed for adoption. As such, the commitment and responsibility form a contractual promise that must be capable of being enforced if the promise is not honored.

III Payment for supervisory services

Adoptive Parents understand that the costs for each post-placement visit and report shall be $500 (for supervision and reporting of one Child). The cost of supervision for each child beyond 1, shall be $200 per visit/per child.

Since post-placement supervision and reporting responsibilities are an underlying commitment that an agency makes on behalf of an adoptive family prior to a child being assigned, pre-payment for all currently required post-placement visits and reports is required prior to the agency's written commitment on behalf of a family. Since 5 visits are currently required by the country of Russia, La Vida and/or the Child-placing Agency, payment of $2,500 for the post-placement visits are required at the time of the execution of this understanding. If the adoption of more than one child is contemplated then the additional payment is also required at the time of execution of this understanding.

Additionally, because of the responsibilities that an agency is assuming when making a commitment to perform post-placement and reporting for a family, an escrow deposit of $1,000 is also required at the time of execution of this understanding. Such money will be set aside and held until the post-placement commitment is completely fulfilled; at which time, the escrowed funds will be returned to the Adoptive Parents less any costs that have been incurred by La Vida for completion of the post-placement supervision and reporting responsibilities.

The post-placement reports will be prepared in English, and unless specific form and content requirements are specified by the Child-placing Agency, such reports will be prepared in the general form and content that La Vida prepares for usual post-placement reports. All reports shall be notarized. Should the post-placement reports require certification, Apostille, translation, or any special handling or preparation, La Vida will do its best to accommodate such requirements and Adoptive Parents will be responsible for paying the cost of all add-on services.

Additionally, should the adoptive parents and/or other party translate the post placement reports, the adoptive parents are responsible for providing La Vida International with a copy of the translation along with written verification of the date of

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delivery to the appropriate Russian adoption authorities. This requirement shall be met within 30 days of La Vida's completion of each report.

IV Specific promises or obligations

Adoptive Parents understand that post-placement guidelines and timely completion of the required post-placement visits and submission of reports are an integral requirement of the international adoption process in accordance with the policies and practices of the foreign country placing the child. As such, these specific reports may not meet specific state requirements necessary to complete a "re-adoption" in our state of residence.

Adoptive Parents acknowledge that in the event of unexpected difficulties with the Child in the home, La Vida will be happy to provide assistance to the Adoptive Parents and family, to the extent possible and as requested, with regard to adjustment and other issues. However such services are not contemplated by this understanding and they are outside of the scope of this agreement for post-placement services. Typically, it is the responsibility of the Child-placing Agency to provide primary assistance in the event of unexpected difficulties, adjustment issues, potential disruptions, and/or actual disruptions.

V Waivers and limitations of liability

It is understood that La Vida is not performing any services relating to the identification, selection, diagnosis, or adoptive placement of the Child being adopted. La Vida's role in the adoptive placement is simply to provide post-placement supervision after the adoption has been completed. As such, Adoptive Parents 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 Parents further 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 associated with 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.

The waiver, release and indemnification from liability that Adoptive Parents 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 Parents 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) the travel and the trip to the foreign country to complete the adoption process; (4) costs, expenses, or delays which occur during the adoption process due to any changes in laws and requirements of the foreign country or the united states; (5) costs, expenses or delays due to any requests for additional medical information or testing, doctor's examinations or refusal to complete the adoption of the Child; (6) any and all liability resulting from the risks and uncertainties associated with international adoption and (7) any actions which may be taken by any other party to gain your compliance with the post-placement requirements of the placing agency.

In light of the waivers of claims, release of liability, and indemnification provisions of this understanding, if Adoptive Parents 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.

In the event that Adoptive Parents initiate any legal proceeding against La Vida for performance under this agreement or for any matter of any kind arising out of the performance of post-placement services, La Vida's total and absolute liability shall be limited to the amount of money paid by Adoptive Parents to La Vida for the performance of post-placement services including any escrowed monies required as part of the services.

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VI Enforcement of obligation

In the event that any fees or costs are unpaid by you and La Vida 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 La Vida in prosecution or defense of such suit or incurred by La Vida 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.

VI Miscellaneous provisions

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 Parents 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.

If any legal action is initiated by Adoptive Parents, by or on behalf of the adopted Child, or by or on behalf of any of your family members, Adoptive Parents specifically waive all rights to a jury trial.

This Agreement contains the entire understanding between Adoptive Parents and La Vida.

Signed, sealed, and intending to be legally bound, the parties acknowledge their understanding of this document, the commitment being made, and the obligations of the parties with respect to post-placement supervision and reporting requirements delineated herein.

_____ _____ _____ _____
Adoptive Father Date Adoptive Mother Date

LA VIDA INTERNATIONAL

By: _____ Title: _____ _____
Date

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