AGREEMENT FOR INTERNATIONAL HOME STUDY AND HOME STUDY UPDATE SERVICES

THIS AGREEMENT FOR INTERNATIONAL 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 _____ ("you"), and La Vida International, a Pennsylvania non-profit corporation and Pennsylvania licensed adoption agency with principal office in Malvern, Pennsylvania (the "Agency").

You desire to adopt a child from _____ 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 and Hague accredited 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. 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 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 several 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, and other issues in an effort to allow the social worker and agency to properly evaluate your suitability for 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.

You will provide us with official notice of country specific parent eligibility guidelines that must be included this in the Home Study. If you are adopting internationally using an adoption agency acting as a “primary provider” under federal regulations, the Agency must enter into an agreement with this primary provider specifying that the Home Study is being conducted by a Hague accredited agency acting as an “exempt provider” under federal regulations; and you will assist in facilitating your primary provider’s cooperation and written agreement.

Federal regulations for the conduct of a Home Study also require specific training for prospective adoptive parents and the Agency will provide you with information on online training courses that satisfy the federal requirements. The cost of these courses is approximately $100 (Hague required training) $35 (older child adoption training) and it is your responsibility to arrange and pay for this training. You agree to provide us with certificate(s) of completion which will be provided to you by the training organization. This training must be completed prior to the social worker’s first visit.

You will also be provided with an international adoption preparation literature packet with articles and resources covering a wide range of topics important for families in the adoption process. You agree to read these materials and provide us with acknowledgement of receipt of the materials.

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 country 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 an international 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; social worker's credentials; and agency licensing and/or Hague accreditation approval.

If you are adopting using the services of a Hague accredited "Primary Provider" please provide us with name and contact information for this provider; authorize this provider to share information with the Agency; and instruct this provider to communicate any special agency-specific or country-specific Home Study requirements that should be included in the Home Study report. If you are not utilizing the services of a Primary Provider and you are completing an independent adoption from your country of choice, it is your responsibility to ascertain that the country's laws allow this; it is also your responsibility to understand that you cannot utilize a U.S. primary provider to assist you with any of the 6 adoption services (except for the Home Study); and it is your responsibility to communicate any special country-specific Home Study requirements that should be included in the Home Study report .

To the extent that specific directions, guidelines, or country 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, Pennsylvania, or U.S. Federal regulations and provided that such information dose not substantially expand the scope or work efforts anticipated for the conduct of a standard international 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 a Home Study is $2,300; or $2,550 for a Home Study for the country of China, and the cost for a home study update is $1,800; and 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 fees and expenses payable to the Agency will be due and payable in accordance with the then current "Fee Schedule" incorporated herein by reference. Although efforts will be made to keep fees and expenses constant, there are times when fees, costs and expenses may change.

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, Fee Schedule, or descriptive information provided throughout the provision of services.

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.

No Affiliation with or Supervision by Others

You understand and expressly agree that the Agency is acting independently of any other person, agency, or entity, including facilitators, attorneys, guides, government representatives, or others who may be acting as your agents and representatives for any other portion of the adoption process. These facilitators, attorneys, guides, government representatives, or others, are solely responsible for all activities associated with your adoption and the provision of any other adoption services other than the conduct of the Home Study.

Under Hague regulations, the Agency is only providing Home Study services as an "Exempt Provider of adoption Services (as defined by the Hague Convention, the Intercountry Adoption Act ("IAA") and the associated regulations created to implement these laws and treaties. The Agency is specifically not supervising you or anyone else in the provision of adoption services nor is it being supervised by you or any other agency, entity, or person.

Approval by other entities

Participation in the Home Study process does not guarantee approval by the various other entities necessary for the completion of a foreign adoption. These other entities that must approve your family include: U.S. government offices (U.S. Citizenship and Immigration Services and the U.S. Department of State), the foreign government of the country that you wish to adopt from; and any other foreign or domestic entities that might be involved in the adoption process. 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 investigative and educational process which is required by Pennsylvania law, U.S. law, and the laws of the foreign country from which you will apply to adopt.

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 of the interrelated factors involved in an international adoption process, understanding and completing the U.S. immigration process and understanding and completing other foreign and domestic requirements for foreign adoption, including country-specific requirements. 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, organizations, or governments located in a foreign country in the hope of locating an eligible child for adoption. The Agency is

specifically not acting as a liaison between you and the appropriate persons, institutions, agencies, organizations, or governments in a foreign country in an attempt to qualify you for an international adoption and in an attempt to successfully complete an adoption; including the performance of services as a primary provider under Federal Hague Regulations or under the direction, supervision, or on behalf of any other service provider performing adoption services for you or on your behalf. The Agency is specifically not assisting you in efforts to qualify for and eventually complete an adoption in accordance with all-applicable rules, regulations, laws, and customs of the United States and the foreign country; including the filing of U.S. immigration applications. 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 assignment 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 third parties, governmental officials, or adoption service providers, 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, foreign countries changing their requirements, the U.S. government or foreign country governments changing procedures or requirements, or the Agency implementing procedural or paperwork changes.

Agency Fees and Fee Refund Policy

Federal regulations for adoption service providers require a written agreement regarding the payment of fees for all adoption services, including Home Study services. Specifically, 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.

Special Services: When the Agency intends to use part of the fees for special services (such as cultural programs for adoptees, scholarships or otherwise), the Agency will disclose this policy to prospective adoptive parents, together with a general description of the programs supported by such funds.

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 $1,000 for which La Vida International or person will hold the prospective adoptive parent(s) responsible. Prospective adoptive parent(s) may waive the notice and consent requirement in advance in writing should they choose to do so. The Agency will provide written receipts to the prospective adoptive parent(s) for fees paid.

Services following a successful adoption

It is understood that most foreign countries as well as the Agency have requirements for post-placement supervision of the child in the adoptive home. These post-placement requirements may include supervision prior to the completion of an adoption and the entering of an adoption decree or after the completion of an adoption and the entering of an adoption decree. Typically, such services are the responsibility of the "Primary provider" as defined by federal regulations for adoptions from Hague countries; and the Agency is specifically not functioning in this capacity. The services provided under this agreement for the conduct of a Home Study do not include services for post-adoption or post-placement activities; however, such services may be available if needed and, if available, shall be subject to a separate agreement and additional fees.

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, you will be required to consent to removal of the child by Agency or competent organization identified by Agency and to re-placement on a temporary and/or permanent basis, within the professional discretion of Agency, with an alternative family who is qualified and suitable for the needs of the adoptive child. You will also be required to agree to cooperate with this process to the

greatest extent possible. All efforts should be made to ensure that the re-placement of the child is handled expeditiously and to minimize disruption and harm to 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 international adoption process and you have been apprised of certain of the typical risks possible with international adoptions. You acknowledge receipt of a document entitled "Understanding and Preparing for an International Adoption", and such document is incorporated into this agreement by reference. You affirm that you fully understand these risks and other risks common or possible with international 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 international 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 international Home Study process and abandon plans to adopt a child.

If you choose to withdraw from the Agency's international 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 international 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: