

Adoptive Femily is.

ADOPTIVE SERVICES AGREEMENT LFCS as Primary Provider

This Adoption Services Agreement ("Agreement") is made between Lutheran Family and Children's Services (hereinafter referred to as "LFCS") and the undersigned family who desires to become adoptive parent(s) (referred to as "Adoptive Family"). Lutheran Family and Children's Services is an intercountry adoption agency, which among other services, arranges and facilitates intercountry adoptions.

The purpose of this agreement is to set forth the obligations of Lutheran Family and Children's Services and the Adoptive Family to facilitate all necessary legal procedures by Lutheran Family and Children's Services in a foreign country and by the Adoptive Family in the United States of America in order to accomplish the adoption of the child/children indicated below.

An Intercountry Fee Schedule specific to this situation shall be attached as an addendum to this document. Lutheran Family and Children's Services mailing address is 8631 Delmar Blvd., St. Louis, MO 63124.

Adoptive Family's Residence Address:			
Street	City	State	Zip
Adoptive Family's Mailing Address: (if dif	ferent)		
Street	City	State	Zip
Home Telephone: ()	Work Phone: ()	
Email:	Cell/Mobile Phone	::: <u>()</u>	
Preferable Age: From: To:			
Preferable Gender: Male: Female:	Siblings:		
Preferable Country:		_	
Referred By:		_	
Your Case will be led by:			

LFCS CAPE OFFICE 3178 Blattner Cape Girardeau, MO 63703 Phone: 1-573-334-5866 FAX: 1-573-334-7593 LFCS COLUMBIA OFFICE 401 West Boulevard North, Ste B Columbia, MO 65203 Phone: 1-573-815-9955 FAX: 1-573-449-4640 LFCS ST. LOUIS OFFICE 8631 Delmar Boulevard St. Louis, MO 63124 Phone: 1-314-787-5100 Fax: 1-314-534-1588 LFCS SPRINGFIELD OFFICE 2130 N. Glenstone Springfield, MO 65803 Phone: 1-417-862-1972 FAX: 1-417-862-3276

A. LUTHERAN FAMILY AND CHILDREN'S SERVICES OBLIGATIONS

<u>1. General Services as follows:</u>

LFCS shall perform the following general services:

- 1) Inform the Adoptive Family about different intercountry adoption programs and fees associated with adoption;
- 2) Inform the Adoptive Family about the documents needed for the adoption process in a specific country or countries;
- 3) Provide all necessary forms for the Adoption Dossier (as defined herein) for a specific country;
- 4) Provide instruction and assistance to the Adoptive Family as to all necessary documentation;
- 5) Provide Post Adoption or Post Placement assistance for MO families
- 6) Provide a Home study and parent education and ongoing support of family. If LFCS is not performing the home study services, LFCS agrees to work cooperatively with the home study agency that the Adoptive Parent(s) selects. LFCS may, at its discretion require that the Adoptive Parent(s) work with an accredited Supervised Provider with whom LFCS has a signed agreement.
- 7) If placement does not occur and the Adoptive Family has advanced funds to the agency for said placement then a refund of the funds expended, minus the time spent will be refunded to the family upon decision that placement won't occur.

2. Identifying a child:

The term "preferred child" is used to describe a child of a defined age and gender. The term "referral" is used to describe a child's information, sent by official letter or provided in person, to adopting parents by the foreign government that is deemed by the foreign government to be available for adoption. Depending on the law of the country of adoption, referrals can be provided prior to the family's travel or while the family is in the country.

Prior to Adoptive Family travel to the country of child's residence, LFCS shall:

- 1) Assist in locating a child/children for potential adoption prior to travel or to assist the Adoptive Family in locating and identifying a child/children while the Adoptive Family is overseas to the extent such child/children is/are available and fit the criteria given by Adoptive Family (to the extent permitted by the country of child's residence);
- 2) If permitted by the county, LFCS will provide all available social, medical and/or other information on a child/children if such information was present to the U.S. Facilitator or the Foreign Assistant of the Adoptive Family's case, as well as updates on a child/children, if available or specify reasons why not available; allow 14 days for decision to accept or decline referral unless circumstances require a faster decision;
- 3) Provide step-by-step instructions to the Adoptive Family regarding expectations of the adoption process and travel.

Please note, according to the laws of some adoption countries, medical, social and/or all other information about a child/children is considered highly confidential and can be provided to the prospective adoptive family directly and only when they are present in the country in person.

3. Adoption Documentation:

LFCS shall prepare and preview with the Adoptive Family the following documents:

- 1) Adoption Dossier which shall be comprised of all documents and forms presented by the Adoptive Family and their accurate translation, if needed.
- 2) Home Study approving of the Adoptive Family is required for an adoption and must be performed by LFCS or an agency approved by LFCS. Adoptive Family shall submit such information to LFCS as shall be required for such home study, as well as such documentation as is required by the country of child's residence. The Adoptive Family agrees to cooperate fully with LFCS or its designee and to provide truthful, complete and accurate information for such Home Study.

4. In-Country Assistance:

While the Adoptive Family travels to the country of adoption, LFCS shall assist through its representatives in the following:

1) Communication with foreign authorities and orphanage personnel;

- 2) Overseas translation;
- 3) Hotel booking and ground transportation if necessary;
- 4) Cooperation with local and regional authorities in the country of adoption in order to complete the legal part of adoption and be represented at the court hearing overseas;
- 5) Assist and advise, through LFCS' Foreign Supervised Provider, the Adoptive Parent(s) in completing all documentation necessary for the Child(ren) to apply for and acquire and exit visa and gain admission to het United States of America, including arranging and scheduling consular visit(s) and physical examination(s) of the Child(ren) for such purpose.

The Adoptive Family shall be given an opportunity to personally visit the child/children assigned to them prior to the court hearing and to make the decision to adopt the child or any other child from the orphanage/region where children are available for adoption and referred to the family by the regional authorities. Such visits, however, may depend on the good will and assistance of the local authorities and other third parties.

Disclaimer: Adoptive Family understands that LFCS does not make the final decision on the adoption process, as only the court of competent jurisdiction is able to do so.

5. Post Placement and Post Adoption Assistance

Upon placement of the child with the Adoptive Family, LFCS shall provide instructions about post-placement and post adoption information required from the Adoptive Family in accordance with the law and country of child residence requirements. The fees associated with post placement and post adoption procedures are disclosed in the fee agreement. LFCS provides post placement and post adoption services to all Missouri families that use LFCS home study services. In addition, LFCS will work with the family to ensure that they have a post placement and post adoption provider if the family resides outside of Missouri.

B. ADOPTIVE FAMILY OBLIGATIONS

In order to ensure the best chances of a successful intercountry adoption, the Adoptive Family must comply with the following:

1) To cooperate with the efforts of LFCS and its representatives in the United States and/or in a foreign country to accomplish adoption of a child/children from abroad and to abide by all instructions and directions provided by LFCS. Non-compliance with LFCS instructions may result in termination of this agreement.

Please note, the Adoptive Family is required to provide to LFCS complete and accurate information about its family members' criminal background, if any, and history of illnesses, violence and other relevant information prior to signing of the Agreement. The Adoptive Family is required to inform the agency of any updates or changes to the information provided, including but not limited to changes in household composition, health, and arrests. Such information is required by the country of child's residence and by the local laws. All information shall be kept confidential.

- 2) To provide reasonable access to the Adoptive Family home for purposes of study and/or evaluation, if needed;
- 3) To complete fully and accurately all required forms, statements, documents, and questionnaires required by LFCS and its representatives in the United States and/or in a foreign country;
- 4) To complete the legal process of the adoption in the United States through a licensed Home Study agency, complete the designated documents through state/government authorities regulating intercountry adoption in the United States. If family finalized the adoption outside of the United States, the family shall provide documentation that validates that the finalization was done according to the laws of their state of residence.
- 5) To allow LFCS access to all reasonably requested records, documents, and pictures including medical and other records pertaining to any child placed with Adoptive Family and to provide LFCS with all necessary documents for conducting legal procedures in a foreign country.
- 6) To act in a manner that would not be construed as discourteous, immoral or insulting towards the U.S. or Foreign authorities or LFCS staff, coordinators and consultants. Any such action shall be deemed to be a breach of this Agreement and shall constitute cause for termination thereof by LFCS. In the sole professional discretion of any time during the processing of the adoption case, LFCS may require additional Adoptive Parent(s) counseling, testing, education and approval(s) prior to placement of a child with the Adoptive Parent(s).

- 7) To follow all instructions given by LFCS and its representatives in the United States and/or in a foreign country.
- 8) To inform LFCS of any changes in the attitude toward the adoption case within the Adoptive Family, of any doubts, changes in the ability to adopt, changes with the financial, criminal or health situation of the Adoptive Family;
- 9) To pay all fees related to the adoption process, such as the total fee specified in this agreement, and other fees related to the adoption process and identified on the Fee Schedule attached hereto. The Adoptive Family understand that the fees associated with the overseas part of the adoption process are subject to change and are regulated by the entities other than LFCS; therefore, LFCS is not liable for changes and is not responsible in any way for the resulting additional costs.
- 10) To show proof of the prior intercountry adoption training for no less than 10 hours, on the subjects such as intercountry adoption process, risks, delays, complications associated with adoption, medical and psychological issues adopted children might have (including but not limited to Reactive Attachment Disorder, FAS, PTSD, adjustment disorder); Legalization of adoption in the United States and Cultural aspect of Adoption. All adoption from a Hague convention country requires 10 hours of the adoption training. LFCS allows out of state families to complete training online at Adoption Education LLC, (www.adoptioneducation.com/courses.html). Missouri families that receive home study approval from LFCS are required to complete 6-hour training with the LFCS social worker in Missouri. Missouri families that use LFCS for intercountry adoption services only, can their training with their Home Study Agency with the written permission from LFCS (for supervised providers only). Adoptive Family must present LFCS with certificate of completion. An additional interview with Case Worker covering the content of training may be required if training was completed outside LFCS.
- 11) To resolve all complaints and disputes following grievance procedures of LFCS, which will be given to the family upon application for adoption.

C. DISCLAIMERS

1. While LFCS makes every effort to ensure that such communication and travel is organized in the best way possible, Adoptive Family understands that LFCS must deal with the agencies of government, private businesses and third parties in the country of residence of the child and that such third parties are beyond control of LFCS. Therefore, LFCS cannot assume responsibility for conduct and actions of such third parties; families shall rely only on representation made by their case worker. Adoptive Family understands that all time frames can be only estimated but not guaranteed.

2. All procedures conducted by LFCS in the foreign country of child residence are regulated by the laws, rules and regulations of that country and subject to change without notice.

3. LFCS is not legally responsible for any interruption, suspension, change or delay of the adoption process, as well as for additional financial costs in the US or in the country of adoption as the result of an amendment of current adoption laws and regulations, or bureaucratic mistakes or delays in the country of adoption and/or in the U.S.

4. LFCS has no legal rights to promise, hold or give a referral to the family for a particular child. LFCS will make its best efforts to work with the family toward adoption of "preferred" child and to facilitate another referral if preferred child becomes unavailable.

5. LFCS is not legally and/or financially responsible for the absence, inaccuracy or uncertainty of any medical, social or any other information regarding a specific child/children, provided to LFCS and its United States and/or overseas representatives by the orphanage, foreign country officials, and/or provided to the adoptive family directly by the country officials. Adoptive Family can seek a consultation of a licensed physician or other specialist. LFCS does not guarantee the accuracy of completeness of information provided in regards to any specific child. The Adoptive Family fully understands and agrees that the medical information and/or psychological profile are subject to interpretation due to the cultural differences. The medical diagnosis or condition given to a child by orphanage personnel may not be consistent with the U.S. medical interpretation of this diagnosis. If the adoptive parents desire additional information concerning a prospective adoptive child, they may seek additional medical advice, at the adoptive parents' sole expense, from the foreign orphanage, medical or other professionals as deemed necessary by the adoptive parents. If the adoptive parents are not satisfied with the health condition of a particular child for any reason, the adoptive parents are not required to proceed with the adoption of such child. LFCS is not legally and/or financially liable for any bodily injury up to and including

death, seen or unforeseen financial loss or impact due to any part of the adoption process, within the United States or any foreign country.

6. The Adoptive Family fully understands that living conditions in a foreign country, as well as transportation, food, water, etc. may be different than those in the United States and may not be similar to standards accepted in the United States. It is sole obligation of the adoptive family to research information about the country and its politics, socio-economic situations and living conditions and evaluate willingness to travel to the foreign country. LFCS is not liable for the health or possessions of the adoptive families who are travelling.

7. The Adoptive Family fully understands and agrees that there are many risks and uncertainties associated with the intercountry adoption procedure and its outcome. LFCS cannot guarantee the outcome desired by the Adoptive Family.

8. LFCS does not allow escorts for children. All adoptive families will be required to travel to the child's country of origin for adoption proceedings and placement.

9. In the event of dissolution (family decision to have a child removed from their custody after finalization has occurred) of the child's placement, the Adoptive Family accepts all expenses including but not limited to counseling, medical care, transportation of the child, temporary care, transfer of custody and assumes all legal responsibilities. All parties agree to act in the best interest of the child. A child should be returned to the country of origin only if it is in the best interest of the child and approved by the Central Authority of origin. LFCS has the responsibility to notify the central authority of the child's country of origin about possible return of an adopted child to the country. The Adoptive Family has to cooperate with LFCS in all legal matters associated with those procedures. LFCS will assist the Adoptive Family in finding a more suitable and permanent placement.

10. In the event that a disruption (Adoptive Family's decision to have a child removed from their custody before finalization has occurred) of the adoption occurs, LFCS will develop a plan with the Adoptive Family that states LFCS will assume legal and financial responsibility for the transfer of custody for the care of the child.

- 1) A LFCS worker will complete a thorough assessment of the reason for the disruption and offer counseling services to the Adoptive Family and child as needed.
- 2) LFCS will begin immediately attempting to locate another resource for the child. Returning the child to his/or her country will be a last resort. The child's best interest will be the primary concern for an identified potential resource for placement. The child's wishes, age and length of time in the United States will be taken into account to find the most suitable placement for the child.
- 3) The Director of Child Welfare, Statewide, or the Director of Intercountry Adoption, if different from the Director, Statewide, will report to the child's country of origin and the central authority will be notified immediately if there is a disruption in the placement. In addition, LFCS will provide consistent updates to each authority about the child's adjustment and status.
- 4) All parties agree to act in the best interest of the child. A child should be returned to the country of origin only if it is in the best interest of the child and approved by the central authority of origin. LFCS has the responsibility to notify the central authority of the child's country of origin about the possible return of an adopted child to the country.

The Adoptive Family fully understands and agrees that they have made their decision to enter into this agreement based upon their own independent review and any other documents or information deemed relevant by the Adoptive Family, and have not relied on any representation or warranty by LFCS or anyone acting for or on behalf of LFCS, other than as expressly set forth in this Agreement.

D. POST PLACEMENT and ADOPTION OBLIGATIONS and ASSUMPTION OF RISKS and RESPONSIBILITIES ASSOCIATED WITH A CHILD

1. The Adoptive Family agrees to obtain all necessary legal approvals of the foreign and U.S. governments and judicial authorities for adoption of the child, the Adoptive Family shall assume full parental responsibility for the care of the child, including food, shelter, medical care, education and all other matters necessary for the welfare of the child and all parental responsibilities after the court decision.

2. The Adoptive Family agrees to register their adopted child/children with the consulate or embassy of the country of child's origin and to fulfill all post-placement requirements as well as with a government body of the country of child's origin, if so required. The Adoptive Family agrees that failure to comply with these obligations will jeopardize future adoptions and therefore cause loss of business of LFCS, therefore, LFCS has a right to recover such a financial loss and initiate legal action in order to do so. The registration of children adopted from Russia and Kazakhstan must be done with the Ministry of Foreign Affairs before the Adoptive Family leaves the country.

3. The Adoptive Family agrees to inform the home study agency and the Department of Children and Family Services or another government body of the child's arrival to the U.S. and schedule a post placement/post adoption appointment according to the appropriate schedule as given by LFCS.

4. The Adoptive Family agrees to provide properly authenticated copies of all foreign adoption decrees and associated court documents, birth records, etc. to LFCS within 30 days of the child's arrival in the home. All costs associated with the recording and/or finalization of the adoption of the Child(ren) in the Adoptive Parent(s)' Country shall be the sole responsibility of the Adoptive Parent(s).

5. The Adoptive Family agrees to provide to LFCS the post-placement/post adoption reports, as required by the country of adoption, within the required time frames without any delay and without refusing. The reports shall be prepared by the approved contracted provider or LFCS and the designated charges for reports by either agency. LFCS policy is consistent with the State of Missouri which requires a minimum of three post placement visits. In addition, LFCS may request an additional report on the well being of the adopted child/children with pictures of the child and family, medical records of doctor's appointment, the adoption decree, and a copy of the child's birth certificate.

6. The Adoptive Family fully understands, agrees, and accepts that intercountry adoptions may involve a variety of risks associated with an adopted child/children including but not limited to the following:

- The child may arrive with physical, emotional and/or developmental problems, which have not been diagnosed or have been diagnosed but not disclosed by the foreign orphanage or have been misdiagnosed. The Adoptive Family may seek additional medical advice at their sole expense.
- 2) When seen in person, the child may appear smaller, thinner, paler and less nourished than on the photo/picture. The child may have or develop medical or mental conditions that are not foreseen due to misdiagnoses or newly developed from genetics or Adoptive Family environment.
- 3) The majority of children in the orphanages are placed there due to neglect, abuse or abandonment. It is entirely possible that your adopted child may have experienced sexual, emotional, physical, mental or any other form of abuse during his or her lifetime and that this information may be known only to the child. LFCS cannot guarantee that your child did not experience abuse within his/her lifetime and the Adoptive Family understands and agrees to hold LFCS legally and financially harmless of any acts such as:
 - a) Abuse could exist and is disclosed at any time now or in the future;
 - b) It is possible that the child was born to parents who abused alcohol, illegal drugs and/or tobacco and may or may not exhibit symptoms of Fetal Alcohol Syndrome or other medical, mental or emotional complications now or in the future.
 - c) There is a risk that a citizen of the country where the child is located may adopt your preferred child. The adoption law of each country protects the best interests of children. <u>The Hague Convention on the Protection of Children's Rights</u> defines the best interests of the child as: to remain in care of his or her family of origin or to find a permanent family for a child in the country of origin. Therefore there is a risk that the child may be taken away by the living relatives or adopted by the citizens of the country where the child is located prior of the issuance of the final adoption decree (final official written approval).

7. It is the right of a Child(ren) whose family is experiencing adjustment difficulties to receive full protection and service. Should the Adoptive Parent(s) experience difficulties in the adjustment of the adoption, the Adoptive Parent(s) agree to notify LFCS, and the Adoptive Parent(s) further agrees to cooperate with, and accept the assistance of LFCS in managing the crisis. LFCS will evaluate the crisis and provide, recommend or require additional counseling as necessary to resolve the crisis. To the extent that family counseling to handle the crisis does not succeed, and disruption/dissolution occurs, the Adoptive Parent(s) hereby consents to the removal of the Child(ren) by LFCS and replacement on a temporary and/or permanent basis, within the professional discretion of LFDCS. The Adoptive Parent(s) specifically agree that LFCS has standing to participate in any proceeding relating to the replacement of the Child(ren).

E. CONFIDENTIALITY AND EXCLUSIVITY

1. While this agreement is in effect and/or upon termination of this agreement, LFCS agrees to keep all client information confidential with the exception of all third-part involvement in dossier processing or approval (translator, foreign government officials, and foreign representatives). Upon completion of this agreement, LFCS may use recommendation letters written by adoptive parents, pictures, and/or videos related to the adoption for the purpose of advancing LFCS' adoption programs UNLESS prohibited by the adoptive parents in writing.

2. While this agreement is in force, Adoptive Family hereby WAIVES any right to contact any foreign government official, organization or orphanage directly or through any other party. Failure to follow this obligation can delay or jeopardize the adoption process and forfeiture of any fees paid to LFCS.

3. The Adoptive Family fully understands and agrees not to divulge, transfer, utilize, instruct, contract, copy, or consult directly or indirectly any LFCS materials, including but not limited to e-mails, instructions, agreement, and/or any information such as information regarding monies paid, the adoption process, or overseas representative names of contact information for the purpose of initiating, building, consulting or purchasing an adoption agency or service related business or provide such information to any adoption agency, any US or foreign county official or any individual/s, including prospective adoptive parents, for a period of 36 months from the signing of this Agreement, regardless of the status of the case, without notarized, written consent by and LFCS U.S. Facilitator.

4. Adoptive Family WAIVES any right to discuss or disclose this agreement or even the parts of this agreement on the internet and to any third party other than a lawyer, members of the family, and/or representatives of LFCS; including the right to chat on the Internet or place any information concerning the child on the Internet.

5. The Adoptive Family fully understands and agrees not to contact LFCS' overseas representative directly before, during or after the adoption without written consent by a LFCS U.S. facilitator.

6. The Adoptive Family agrees to work exclusively with the LFCS (and its third parties selected to assist) and not to request that another agency or facilitating organization simultaneously pursue an adoption of any child in the country in which LFCS services are engaged. Adoptive Family agrees to disclose to LFCS any prior relationships with another agency or intermediary. The Adoptive Family understands that other families and agencies may have different experiences in the same country or region.

F. OTHER PROVISIONS

1. Governing Law.

This Agreement shall be subject to and construed in accordance with the internal laws of the State of Missouri.

2. Entire Agreement.

This Agreement and its Exhibits constitute the entire agreement and understanding of the parties relative to the adoption contemplated hereby, and supersedes all prior agreements, representations and understandings, whether written or oral, between parties. This Agreement may be abrogated, amended or modified only by a written instrument, duly executed by the parties. Any terms or provisions of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other term or provisions herein and such remaining terms and determined by a court of competent jurisdiction or other dispute resolution proceeding to be invalid, void or illegal shall be construed and limited so as to allow the maximum effect permissible by law.

3. Termination.

LFCS or the Adoptive Family may terminate this Agreement for any reason whatsoever by written notice to the other party thirty days prior to the effective date of cancellation (the termination letter must state the reason for cancellation, the date and must be notarized). See "Refund Policy" for outline for all refund procedures. LFCS reserves the right to an immediate termination of this agreement and forfeiture of all previously paid fees if the Adoptive family has materially breached its obligations hereunder.

4. Equal Treatment.

LFCS treats every Adoptive Family equally and does not practice preferential treatment and does not discriminate against any Adoptive Family or other person.

5. Indemnification.

The Adoptive parents agree to and hereby indemnify, save and hold harmless LFCS and its agents and each of their respective directors officers, employees, consultants and agents from any and all claims, liabilities, actions, demands judgments, losses and or damages, including reasonable attorney fees and costs, arising out of or relating to acts or omissions in connection with the services provided hereunder, except for acts of willful misconduct.

6. Full Disclosure.

All Parties acknowledge that this is a fair agreement and that it is not the result of any fraud, duress or undue influence exercised by any party upon any other or by any other person or persons upon any party.

7. Governing Law and Dispute Resolution.

This Agreement will be governed and construed according to the laws of the State of Missouri. The Grievance Procedure is available on the LFCS website and the Adoptive Family agrees to use the Grievance Procedure to request a grievance review hearing, in the unlikely event, if it is needed. LFCS will provide a written response in 10 business days. Adoptive Family will not be subject to retaliatory action for filing a complaint against LFCS. In the most unlikely event that a dispute arises between LFCS and the Adoptive Family, the parties agree to first attempt to resolve the dispute amicably through negotiation. All disputes arising out of this Agreement that the parties are unable to resolve through negotiation will be resolved through final and binding arbitration in St. Louis, Missouri, in accordance with the Rules of American Arbitration Association. LFCS maintains a written policy on complaints and dispute resolution and informs the Department of Family Services of any such unresolved complaint.

SIGNATURES		
Adoptive Family	LFCS	
Adoptive Mother Signature	By	
Print Name	Title	
Date		
Adoptive Father Signature		
Print Name		
Date		