**Catholic Charities of the Diocese of Arlington, Inc.
Adoption Services Contract**

This Adoption Services Contract is made and entered into by and between Catholic Charities of the Diocese of Arlington, Inc., a non-profit child-placement agency licensed in the Commonwealth of Virginia, hereinafter sometimes referred to as CCDA and the undersigned applicant, hereinafter sometimes referred to as “Family”.

WHEREAS, CCDA provides adoption services to families who are seeking to adopt a child; and,

WHEREAS, Family signed an Application requesting that CCDA provide Adoption Services and CCDA is desirous of providing adoption services to the family under the terms hereinafter set out; and,

WHEREAS, the parties desire that the adoption services to be performed and the terms and conditions for performing said services be fully set forth in a written agreement signed by each of the parties. For fee structure of services and program options, refer to the current Fee Agreement.

NOW, THEREFORE, in consideration of the premises and the terms, conditions and covenants hereinafter set out, it is agreed by and between the parties as follows;

CCDA agrees to provide an adoption home study and post placement supervision in full accordance with the laws of Virginia, Virginia licensing standards and our policy and procedure manual.

**Adoption Services Fee Structure**

Family agrees to pay CCDA for adoption services in accordance with CCDA’s fee schedule in effect at the time services are rendered. Family understands that when their file is closed for any reason any subsequent services will be billed at the new current rate.

Family agrees to pay all fees for adoption services in full at the time or times that the same become due and payable as set out in the fee schedule. CCDA will have no obligation to provide any services that are not paid for in accordance with the fee schedule. All fees for the CCDA domestic programs are not refundable. In regard to any Inter Country placements that may be done by CCDA in the future, no refunds will be made due to governmental delays, policy changes or any other circumstance. However, if there are significant delays or a closing of a country to all adoptions, CCDA will work with the adoptive families to determine if another program could meet their needs. If an adoption is not completed for any reason beyond the control of CCDA, the adoptive parents acknowledge that the fees already paid to CCDA, the foreign referral source or other officials/facilitators in the foreign country and the U.S. are not refundable or recoverable.

**Home Study & Post Placement Services**

Family agrees to provide in a prompt and timely manner, all documents and information requested throughout the adoption process by CCDA. If family fails to provide any documents or information then CCDA may send Family a written letter identifying the documents or information required and advising Family that the adoption services will be terminated if Family does not provide the documents or information within the time deadline specified in the letter. If family then refuses or neglects to provide the documents or information within the time granted in the letter, this Adoption Services Contract shall terminate and CCDA shall have no further obligation to provide a Home Study or any other adoption services to Family. All fees paid to CCDA shall be deemed to have been earned by CCDA and Family shall not be entitled to any refund. Any unpaid fees, costs or expenses shall immediately become due and payable and shall be paid to CCDA.

Family agrees that the following provisions shall apply to home study and post placement supervision services provided by CCDA and to the finalization of the adoption.

1. Family acknowledges, understands and agrees that CCDA cannot and does not under any circumstances guarantee in advance that family will be approved by CCDA or that CCDA will recommend that a child be placed with or assigned to family.
2. Family understands and agrees that the home study fee is 100% non-refundable.
3. A home study must be performed and a written home study report prepared before a child can be placed with family. Home studies are valid for a period of 36 months from the date of the oldest background check (as per Virginia licensing regulations). The home study must be updated prior to expiring. The family agrees to pay for any required home study updates and provide requested documentation. If the home study expires the agency reserves the right to disengage services or require a new home study be completed at the current rate.
4. Family understands and agrees that recommendation and approval of placement of a child with family cannot be guaranteed when the home study is updated.
5. Family understands and agrees that CCDA will not issue a consent to the adoption or complete a court report for the purpose of finalization until all post placement supervision requirements have been completed in accordance with the laws of Virginia and all fees are paid in full.
6. Family understands and agrees that CCDA has the right and obligation to withdraw or change its approval or recommendation set out in the home study for events or action which comes to the attention of CCDA. Approvals or recommendations will be changed in the best interest of the child based upon information which comes to the attention of CCDA after the home study is initially competed or refusal to cooperate with CCDA’s adoption or post placement supervision requirements, criminal or legal action concerning the adoptive family, mental health issues of family or for any other matters which CCDA determines will have a material impact of the best interests of the child. Before processing continues, CCDA may require additional documentation, clearance, clarification, explanation or counseling as CCDA in its professional opinion deems necessary or advisable, refusal to reasonably comply may result in termination of adoption proceedings or such other actions as may be necessary or advisable to protect the best interests of the minor child.
7. Family further acknowledges that the approval and recommendation of family for the placement of a child involves many different considerations, including, but not limited to the physical and mental health of the child and of the family and the motivation readiness, suitability and financial ability of the family and the family’s preparedness to parent a child with a different racial, cultural, or socioeconomic background. If any of these factors should change or if any other factor should change that CCDA in its professional judgment considers being material in the placement of a child with Family, then it will be necessary to update the home study to take such factors into consideration.
8. CCDA requires Post Placement Supervision for all families that have a child placed with the family. Family agrees to abide by the requirements of CCDA for post placement supervision and will cooperate fully with post placement supervision requirements, including, but not limited to:

a. Immediately informing CCDA when placement of a child occurs with the family;

1. Having the child examined by a licensed physician at least once during the six (6) month post placement time period;
2. Arranging for at least three post placement visits by CCDA; and,
3. Provide CCDA with all required medical reports, documents, information, post placement reports, photos, and all other documents or information reasonably required by CCDA during the post placement period.
4. Family understands and agrees that some foreign countries, other states, judges or other governmental agencies may require additional post placement visits or services, additional doctor visits, additional medical reports and other documentation and reports. In such event, family agrees to arrange for and pay for the same.
5. In a Convention adoption, Family agrees to arrange for all post placement reports required by the child’s Convention country of origin.
6. Post placement reports will include a home visit by a CCDA social worker or staff member of the supervised provider working with Family and a written report. If these services are provided by CCDA, the charge is $325 per report. A retainer equal to the cost of the number of post placement visits required by the Convention country of origin is required to be paid before travel for placement. The fees charged by the supervised provider for post-placement services will be the sole responsibility of Family. ***Please see the attached document for the specific Post Placement requirements for our China program.***
7. Upon satisfactory completion of the post placement supervision requirements, CCDA agrees to forward the written home study report with any updates to other networking agencies, state and federal offices, families attorney and to any applicable foreign country or other appropriate place for the purpose of finalization of the adoption.
8. Family agrees to file a petition of adoption and to finalize the adoption in Virginia or other applicable court at the earliest allowable date and family agrees to send a copy of the final adoption decree to CCDA upon entry of the adoption decree by the court.

CCDA can provide the following post placement and post adoption services to Families:

1. Post placement supervision to meet the requirement of any State or Country.
2. Both post placement and post adoption support through additional home visits or email/phone contact.
3. Referrals for any needed services both post placement and post adoption.
4. Post adoption counseling for individuals and families
5. Opportunities for families to interact with and support one another through events scheduled throughout the year.

**Assumption of Risks**

Family understands that there is risk in any adoption and that CCDA in performing adoption services or any other services does not make any guarantees, representations or warranties concerning any aspect of the adoption process. Family understands that the completion of this Adoption Services Contract does not assure the placement of a child with family nor does it assure a successful outcome and family assumes all such risks.

**Legal Risk**

**Domestic Adoption:** A child referred to an approved family may be a child that is not legally available for adoption (e.g. a birth mother cannot relinquish her parental rights until ten days after her child is born; the birth father may not have signed the relinquishment documents because of reluctance, disinterest, he was unaware of the pregnancy or the birth father may be unknown or undisclosed by the birth mother). Therefore, any pre-placement referrals are tentative as birth parents may at any time prior to relinquishment change their plans. In a situation where a birth parent(s) attempts to reclaim the child and Family wishes to preserve the placement, Family assumes all legal expenses. These and other “Legal Risks” may be inherent in any placement of a child with Family. Family assumes all such risks and is encouraged to discuss such risks with Family’s attorney, it being understood that CCDA is not qualified or licensed to give legal advice and is not in any way providing legal advice to Family. Family assumes all such risks.

**International Adoption:** A child referred internationally may be free for adoption although USA or foreign politics may interfere with the adoption process. Fees paid for international placement services are non-refundable in the event a country suspends or stops foreign adoption. International adoptions are in great part controlled by the foreign government, its political infrastructure and its relationship with the US. Family assumes all such risks.

**Medical & Social Risks**

**Domestic Adoption:** While technology in the USA allows us to have reliable testing, little may be diagnosed prior to or immediately following the birth of a child. Unknown drug or alcohol use may be a factor in any adoption. In the event the birth father is unknown or not participating in the adoption, half of all genetic information is unavailable, including but not limited to mental illness, genetic disorders, cancers, etc. Not having access to the medical and social information is different than knowing that there is no history of mental illness or medical diagnoses. Family assumes all such risks.

**International Adoption:** Every Family adopting, especially from a foreign country, must understand the medical risks involved. While all information made available to CCDA is given to the Family, there continues to be a risk of the following, but not limited to: undetected health problems, no immunizations, immunizations with expired serums or lack of receipt of the series, no Hepatitis B, TB or HIV blood tests (or inaccuracies thereof), age and size discrepancies, malnutrition, unknown family background and social history, change of child’s health and no additional medical information following initial referral. Many medical tests for young children are unreliable at best; some tests may have a built-in time-delay factor or exhibit a false-negative or false-positive response; and the medical and/or social status of the child is based upon available information. Further complicating this issue is the problematic state of the various countries’ medical systems, in terms of both technical proficiency and education. Because of the wide variance and disparity throughout the world, the accuracy of medical diagnosis can be neither guaranteed nor discounted in any way. Family understands that the family’s child could possibly arrive with undiagnosed physical, emotional and/or developmental problems.

**Informational Inaccuracies**

In some adoptions, another entity or government authority may be providing the child’s referral information. Such child referral entity may furnish to Family medical and social information. CCDA may also furnish to Family medical and social information (provided by entity) about an adoptive placement. When such information is provided, however, CCDA does not guarantee the completeness or the accuracy of the information. Family assumes all such risks.

**Other Risks**

In an international adoption, typically, a child is matched with a family by the foreign government or the networking entity working in a particular country. All information received by CCDA regarding the child’s eligibility for international placement is immediately given to the waiting Family or comes directly to the Family from the other entity. In some instances, the referral may be lost or withdrawn prior to placement, due to a change or decline of health of the child, death of the child, changing government laws or removal of the child from the orphanage by the government or extended birth family. In most cases the child matched or assigned to Family will be the Family’s child, but it is important to understand the risks and family agrees to assume such risks.

**Release of Liability**

Family hereby releases CCDA and its directors, officers, employees and agent from all liability and all responsibility regarding the risks assumed by Family as above set out including the risk of an unsuccessful outcome of the adoption proceedings, all legal risks, all medical and social risks, and all risks of informational inaccuracies. Family hereby releases CCDA and its directors, officers, employees and agents from any claim or claims arising out of the actions, inaction, errors or omissions committed by other organizations or entities involved in the family’s adoption process.

**Waiver of claims**

Family hereby waives any and all claims, which family may have now or have in the future against CCDA and its directors, officers, employees and agents. Family agrees to hold harmless CCDA and its above described directors, officers and employees against any claims known or unknown, now existing or which exist in the future, which may arise out of this Adoption Services Contract or the receipt of services from, or adoption through CCDA, based upon the risks that have been discussed and explained in this contract.

**Catholic Charities of the Diocese of Arlington, Inc. Independent from other Agents**

Family understands that CCDA is a licensed, child-placing organization. The services provided by CCDA are independent from the services of other child placement and referral agencies or organizations. Additionally child referral agencies utilize foreign country entities, which are also independent and separate, both from CCDA and any other entity referenced herein are each acting independently, on behalf of family and each acts independently of the other, each as an agent for family. Family agrees in good faith, in advance, that all actions taken by each of the entities referenced herein shall be deemed to be taken at the request of family and with family’s authorization.

**Disruption/Dissolution of Adoptive Placement**

It is the right of any child experiencing a disruption or dissolution of their adoptive placement to receive full protection and services and to be deemed as the primary client by CCDA and Family.

Upon finalization of an adoption the adoptive child acquires all the rights, privileges and immunities of a child born to Family (in wedlock) and Family has all the responsibilities, legal obligations and duties to the child the same as though the child were born to Family in childbirth. Family understands that in most international adoptions, finalization of the adoption occurs in the foreign country and all of the legal rights and duties of parent and child are created before leaving the foreign country. To this end, if dissolution is unavoidable, the child will be subject to the same outcome as a child born to Family. CCDA will support both the family and the child through appropriate interventions to include but not limited to: immediate assessment of the family and child, assistance in making a plan for the child, assistance with coordinating relinquishment services, counseling/social services, referrals for legal counsel, referrals to local Department of Human Services and help in locating another adoptive family, if appropriate. These services will be provided either directly by CCDA or by the Supervised Provider. CCDA will not take legal or physical custody of a child in a dissolution situation.

In situations where the adoption has not been finalized, CCDA will attempt to assist the family in arranging for supportive services to the child and family, and in those cases where it is in the best interest of the minor child, CCDA will assist in locating and arranging for a new adoptive placement when possible. The agency or government authority holding legal custody of the child, the Central Authority of the child’s country of origin and the Secretary will be notified immediately by CCDA in writing. The agency or authority holding legal custody of the child will have full authority over the child to remove, place or return the child to their previous orphanage. The circumstances under which the child will, as a last resort, be returned to the child’s country of origin, if that is determined to be in the child’s best interests, will be decided upon by the agency or authority holding legal custody of the child. CCDA will assist in this decision as requested by the agency or authority holding legal custody of the child, taking into account the child’s wishes, age, length of time in the United States, and factors deemed pertinent.

In either case, Family is responsible and shall assume full financial responsibility for any such services and for placement of the child, promptly paying or arranging for payment of all expenses incurred meeting the child’s needs as well as placing the child in another adoptive home, or in foster care, and in following the requirements of the local state and foreign country regarding the care and disposition of the child.

While CCDA will assist Family and child(ren) through this time, it is understood that CCDA will not take physical or legal custody of the child(ren) and future placement may weigh heavily on the family, exactly as it would if this were a biological child(ren). In a situation where CCDA already has legal custody of a child, CCDA will have foster parents available to care for the child if needed and until a permanent situation is in place. This will be considered only as a last resort. Family assumes all risks and financial and emotional obligations in the event of a disruption.

**Travel Time / Expenses Estimates**

Estimates for length of travel and stay in a foreign country or another state and estimates of costs and expenses when given by CCDA are given to the best of CCDA’s understanding based on previous experience. Travel time can be extended for a number of reasons such as strikes in the foreign governments, illness and schedules of government employees such as judges and social workers, holidays, requirements imposed by the courts, etc. The number of trips could be increased due to the foregoing or other unanticipated conditions. A Family’s financial resources should be sufficient to cover additional trips and extended stays if necessary. Family acknowledges that CCDA is not responsible for any travel expenses of family and family assumes all risks and expenses of travel.

**Client’s Financial Responsibility**

Family understands that all adoption expenses and all other expenses of any kind or nature incurred by Family or in Family’s behalf are the responsibility of the Family and not the responsibility of CCDA.

**Accuracy of Information Provided by Family and CCDA**

CCDA’s commitment is to disclose one hundred percent of the information that we have, as we acquire it, allowing you to make the most informed decision possible. We will try to obtain as much information as possible but you should understand that the information available to us may be very limited, incomplete or erroneous.

Family states and warrants that all information and data heretofore provided by Family and all information to be provided during all aspects of the performance of this Adoption Service Contract are and will be true, accurate and complete to the best of the knowledge of each member of the Family. Withholding criminal or mental health information or lying to CCDA representatives may result in immediate termination of services.

**Disclosure of Information**

Family grants CCDA permission to disclose to third parties such information provided by Family as CCDA deems necessary for the performance of services to Family; and further grants as a release, waiver and indemnification, permission to third parties to disclose to CCDA such information provided by Family to such third parties, as CCDA deems necessary for the performance of its adoption services. Family agrees to sign the Consent to Exchange Information form or similar disclosure form to be used in connection with disclosures of information by and to CCDA.

**Authorization to Release Adoption Documents**

Family authorizes CCDA to release home study, supporting documents, dossier documents, post placement reports, profiles or any other document, to USA and Foreign government offices, other child placing agencies or attorneys charged with assisting in the completion of the adoption, including US Immigration and Citizenship Service, ICPC, or any other official needing the aforementioned to complete or supervise the adoption.

**Confidentiality**

Clients’ files are kept strictly confidential except when information is provided to referral agencies, foreign countries, and courts, to federal, state and local governmental agencies and as otherwise set out in this Adoption Service Contract. CCDA will keep client files and information confidential except as required by law.

**Termination of Agreement**

CCDA has the right to terminate the adoption services for cause at any time, based upon CCDA’s professional assessment. In the event of such termination by CCDA, all fees then payable to CCDA for services rendered and expenses incurred on Family’s behalf shall be promptly paid in full. CCDA will make no refunds of any fees or expenses of any kind or nature incurred by Family

**Entire Agreement/Merger**

This agreement constitutes the entire Adoption Services Contract between the parties, and there are no representations, warranties or commitments except as set forth herein. This Contract supplements, merges and supersedes all prior or contemporaneous agreements, understandings, negotiations and discussions, whether written or oral, of the parties hereto, relating to the transactions contemplated by this Adoption Services Contract.

**Waiver/Subsequent enforcement**

The failure to either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this agreement.

**No Non Party Beneficiary**

None of the provisions of this agreement are intended to nor shall be construed to, confer upon or to give any person other than the parties hereto, or their heirs, successors or assigns, any rights or remedies under, or by reason of this agreement.

**Modifications**

This agreement may be supplemented, modified or amended, if the supplement, modification or amendment is made in writing, dated, and is signed by all parties.

**Virginia Law Applies to Agreement**

This agreement and any addenda, or further terms essential to the performance of this agreement are made and shall be performed and construed under the laws of the Commonwealth of Virginia.

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Adoptive Mother date Adoptive Father date

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Agency Representative date