



ADOPTIONS INC.

The *ART* of Family Building.

## Adoption Services Agreement

This Adoption Services Agreement (hereinafter "Agreement") is by and between MLJ Adoptions, Inc. (hereinafter "MLJ") and the undersigned prospective adoptive parent(s) (hereinafter "Parent(s)"). MLJ and Parent(s) are collectively referred to as "Parties."

### INTRODUCTION

Parent(s) are about to begin an exciting and emotional process. While MLJ understands, and shares in your excitement, it is important that Parent(s) take the time to fully understand the policies and procedures, as well as the risks, associated with international adoption. The purpose of this Agreement, in conjunction with the Disclosure Acknowledgment and Waiver of Risks in International Adoption, sets forth Parent(s) responsibilities as well as those responsibilities of MLJ with respect to the adoption process. We must work collaboratively in furtherance of the goal of a successful adoption.

MLJ requests that Parent(s) keep this Agreement, not only for your records, but also for your reference, as information contained herein may be referred to throughout your adoption process. Further, reading and discussing this Agreement for the first time may be overwhelming; therefore retaining a copy for your reference is important to address questions or concerns that may arise throughout the course of the adoption process with respect to your responsibilities or the responsibilities of MLJ. Please do not hesitate to contact us with any questions or concerns about this Agreement at any time during the adoption process.

### RECITALS

1. Parent(s) wish to adopt a child or children (hereinafter "the Child") born in a country other than the United States. Parent(s) understand that the relationship established by adoption is a parent child relationship, and that in the event the adoption is successful, Parent(s) will acquire all rights and responsibilities of a legal parent.
2. Parties wish to enter into an agreement for adoption services and to define respective responsibilities and rights governing the adoption process.
3. MLJ is a Hague Approved Licensed Child Placement Agency authorized by the State of Indiana to place children with adoptive families.
4. Concurrently or previous to this executed Agreement, Parent(s) have submitted a completed an International Adoption Application (hereinafter "Application") and paid the non-refundable application fee. Said Application is incorporated by reference.
5. Concurrently or previously to this executed Agreement, Parent(s) have submitted an executed country specific

fee schedule (hereinafter "Fee Schedule". Said Fee Schedule is incorporated by reference.

6. Parent(s) agree and understand that payments made to MLJ are not fees for a child or fees for a successful adoption, but rather fees for adoption services. MLJ cannot and does not guarantee a successful adoption. Further, MLJ cannot and does not guarantee the adoption of any specific child.
7. Parent(s) understand that provisions set forth in this Agreement shall govern matters within the control of the Parties. However, Parent(s) understand that due to the nature of international adoption there are many entities domestic and foreign involved in the process. The adoption process is subject to uncertainty and unpredictability and Parties acknowledge that the ultimate success or failure of the adoption may be outside of the control of Parties and any failure in the adoption process is not necessarily caused by the fault or breach of any party.

### AGREEMENT

#### 1. Responsibilities of MLJ

It is the responsibility of MLJ as Parent(s)' primary provider to provide the following services in preparation for Parent(s) international adoption in consideration for payments made pursuant to Parent(s) Fee Schedule.

1.1 Enter into Placement Agreement: It is the responsibility of MLJ to enter into this Agreement with Parent(s) to provide Parent(s) with a referral and for placement services.

1.2 Communication: MLJ shall be available to Parent(s) throughout the international adoption process and shall strive to provide prompt responses to their inquiries. It is our policy to respond to you within two (2) business days. For example, if Parent(s) inquire by phone or email at 2 p.m. on Friday, it is our policy to respond by 2 p.m. on the following Tuesday. However, circumstances may occur preventing such prompt responses. In such event, MLJ will contact Parent(s) as soon as feasible.

1.2 Home Study:

1.2.1 A home study is an investigative and educational assessment for the purposes of determining Parent(s) suitability to provide a permanent home for a child from a country other than the United States. MLJ shall ensure that all home studies conducted by MLJ are tailored to the particular situation of the Parent(s) and specific country from which Parent(s) intend to adopt.

1.2.2 If Parent(s) are residents of Indiana, MLJ shall conduct the Parent(s) home study as well as any amendments thereof or updates thereto unless Parent(s) were referred to MLJ by Adoption Support Center of Indiana ("ASC"). If Parent(s) were referred to MLJ by ASC, ASC will function as an exempt provider of MLJ, and Parent(s) will work directly with ASC for their home study and any amendments thereto or updates thereof. In no other circumstances may Indiana residents utilize a home study from another agency.

1.2.3 If Parent(s) reside outside of Indiana, Parent(s) shall select a licensed agency ("Provider"), located within Parent(s) state of residence, to conduct their home study. The selected Provider must:

- (a) be approved by MLJ;
- (b) complete an inter-agency agreement with MLJ;
- (c) be a social services agency which is licensed to provide home studies.

Parent(s) understand that MLJ has no control over the performance of such Provider. Parent(s) further understand that they shall pay such fees and costs in accordance with the contract Parent(s) signed with Provider.

1.2.4 If Parent(s) residing outside of Indiana are adopting from a Convention Country (a country that is a party to the Hague Convention on Protection of Children and Co-Operation in Respect of Intercountry Adoption), Parent(s) shall select a Hague Accredited provider ("Hague Provider"). ASC or any provider utilized by Parent(s) in Parent(s) state of residence are entities separate and distinct from MLJ. Parent(s) understands that MLJ has no control over the performance of such Hague Provider. Parent(s) further understand that they shall pay such fees and costs in accordance with the contract Parent(s) signed with the Hague Provider.

1.2.5 MLJ shall review the home studies drafted by outside home study preparers and provide suggestions and comments to the home study preparer, MLJ shall also consider information contained in the home study as required by law and ethical practices, including all criminal, medical and other information that may render Parent(s) ineligible for MLJ's international adoption programs.

1.2.6 MLJ may withdraw its home study approval at any time during the adoption process and at any time before the adoption is finalized should MLJ find that an adoptive placement with Parent(s) would no longer be in the best interests of the Child. MLJ is responsible for making non-judicial determinations of the best interests of the Child and of appropriateness of adoptive placement. The responsibility is an ongoing responsibility even after Parent(s) receive an approved home study assessment and until placement.

1.2.7 Parent(s) understand that there are no guarantees that Parent(s) will have a successful home study. Parent(s) understand that though the home study may meet

MLJ's criteria, foreign or domestic entities may require additional information,

1.3 Education: Education is an important part of Parent(s) adoption process, the purpose being to educate parents to the greatest extent possible in order to promote successful adoptions. Indiana and non-Indiana families will be required to complete all education requirements through MLJ regardless of the requirements of Parent(s) home study provider. MLJ will provide Parent(s) with adoption preparation education and training per Hague standards. Said education and training will occur outside the home study process, pursuant to 22 CFR 96.48. All education will be provided to Parent(s) prior to Parent(s) traveling to adopt the Child or before the Child is placed with the Parent(s), whichever occurs earlier.

1.4 Dossier Preparation and Submission: The dossier is a compilation of information about Parent(s) and their support system as requested by the sending country's Central Authority or other foreign entity. MLJ shall advise Parent(s) on the necessary documentation required for international adoption. MLJ shall provide instruction and assistance for Parent(s) in obtaining, completing, and reviewing such required documents. MLJ shall assist Parent(s) in the completion of their dossier, and in reviewing said dossier prior to submission. MLJ may arrange for or provide translations when required by the officials of the sending country. MLJ shall submit acceptable dossiers to appropriate officials of the sending country. Parent(s) understand that though the dossier may meet MLJ's criteria, foreign or domestic entities may require additional information. Parent(s) further understand that there are no guarantees that Parent(s) will be successful in submitting their dossier.

1.5 Immigration: In general, MLJ shall assist United States Resident Parent(s) with preparation and review of their immigration documentation I-600A/I-800A, and the Child's visa. MLJ, or its overseas providers, shall make reasonable efforts to obtain necessary documentation and approvals for the child to enter the United States. MLJ cannot and does not guarantee that any domestic or foreign governmental entity will provide the necessary travel documents.

1.6 Liaison: MLJ shall act as a liaison between Parent(s) and the supervised international service provider(s) in the Child's country of origin. MLJ and the supervised international service provider will also act as a liaison between Parent(s) and Central Authority or its designees in the child's country of origin. MLJ will aid in all communication and activities necessary to meet the legal and social requirements related to a successful placement. Parents are not permitted to have contact with international service providers until travel in an effort to avoid communication/translation errors. More detailed information regarding the international supervised providers and their responsibilities will be provided in the

Country Guidebook, which you will receive after becoming a client family.

### 1.7 Child Information:

1.7.1 MLJ receives from a Convention or non-Convention country information about the Child that is under consideration for adoption. Depending on the country, MLJ's international supervised provider or the country's Central Authority or its designee in a specific country will initially identify a child for adoption and provide the child's background study. MLJ's international supervised provider or the country's Central Authority or its designee in a specific country, will secure the necessary consent or termination of parental rights to adoption. MLJ shall make reasonable efforts to obtain all available medical, psychological and historical records regarding the referred child. MLJ shall provide Parent(s) with copies of the referred child's medical, developmental, and social records to the extent such records are available to MLJ.

1.7.2 MLJ shall make all reasonable efforts to ensure that such records are translated into English and that Parent(s) receive records in the foreign language and English. In the event that medical records or other reports are provided without translations, Parent(s) shall arrange for their own translations.

1.7.3 The initial report will be provided to Parent(s) adopting from Convention countries at least fourteen (14) days prior to Parent(s) traveling to the Child's country of origin to finalize the adoption or placement of the Child with Parent(s), whichever is earlier. MLJ does not withdraw a referral until the prospective adoptive parent(s) have had two weeks (unless extenuating circumstances involving the child's best interests require a more expedited decision) to consider the needs of the child and their ability to meet those needs, and to obtain physician review of medical information and other descriptive information, including videotapes of the child if available.

1.7.4 MLJ shall make all reasonable efforts to obtain information available about the referred child and shall not misrepresent or withhold any such information. However, MLJ cannot guarantee the completeness or the accuracy of the information it receives from any foreign or domestic provider or any governmental entity about the Child.

1.7.5 Nothing in this Agreement shall be construed as creating an obligation by MLJ to conduct any assessment, examination, testing or screening of any child. MLJ will provide such information if reasonably obtainable by third parties, as MLJ often does not have the opportunity to observe and/or assess children.

1.7.6 Parent(s) understand that some countries may withhold medical, social or historical information until

Parent(s) travel for the purposes of adoption. Parent(s) further understand that this does not signify any fault or negligence of MLJ.

1.7.7 *Depending on the country, MLJ's international supervised provider or the country's Central Authority will initially identify the Child for adoption and provide the child's background study. MLJ's international supervised provider or the Country's Central Authority or its designee in a specific country, will make reasonable efforts to secure necessary consent or termination of parental rights to adoption.*

1.8 Foreign Adoption Process: *Depending on a child's country of origin, MLJ's international supervised providers or the Central Authority in the country will accept custody from a birth parent or legal custodian for the purpose of placement for adoption. MLJ works with at least one individual in each country from which MLJ provides placement services. The MLJ team maintains close working relationships with the international supervised providers in each country where MLJ provides placement services to keep Parent(s) abreast of the adoption process and their specific adoption case.*

### 1.9 Travel Assistance:

1.9.1 MLJ shall assist Parent(s) in arranging travel for adoption trips to the Child's country of origin. MLJ shall issue Parent(s) a Travel Guide that will provide information about traveling in the country. MLJ does not guarantee that information contained in said Travel Guide is current, accurate or complete, as this information is ever changing.

1.9.2 It is the policy of MLJ not to provide specific vendors to Parent(s) adopting from a Convention Country for travel or other services. Parent(s) acknowledge that any such travel agents, guides and/or translators are not agents or employees of MLJ and MLJ cannot guarantee the cost, reliability or availability of any such individuals.

### 1.10 Post-Placement and Post-Adoption Services:

1.10.1 Post-placement reporting is to be fulfilled by Parent(s) after placement and before the adoption is final. Post-adoption reporting is to be fulfilled after the adoption is final. MLJ post-placement and/or post-adoption requirements are set forth in Parent(s) Fee Schedule. Post-placement or post-adoption requirements may include, but are not limited to, home visits, submission of photos, counseling, reporting, education, etc. Such requirements are subject to change.

1.10.2 If Parent(s) are residents of Indiana, MLJ shall provide all post-placement monitoring and reporting and/or post-adoption services, and any amendments thereof or updates thereto, unless Parent(s) were referred to MLJ by

ASC. If Parent(s) were referred to MLJ by ASC, ASC will function as an exempt provider for MLJ, and Parent(s) will work directly with ASC for post-placement and post-adoption services. Other than a referral to MLJ by ASC, there are no other circumstances in which Parent(s) who are Indiana residents may utilize another agency for their post-placement and/or post-adoption services unless express consent is given to Parent(s) by MLJ. Once the post-placement or post-adoption report is completed by MLJ, MLJ shall be responsible for submitting said report to a Hague Accredited adoption service provider for review and approval. Once the post-placement or post-adoption report is completed by ASC, Parent(s) are responsible for insuring ASC submits said report to a Hague Accredited adoption service provider for review and approval.

1.10.3 If Parent(s) reside outside of Indiana, the Parent(s) shall select a licensed agency ("Provider"), located within the Parent(s) state of residence, to provide post-placement and/or post-adoption services. The selected Provider must:

- (a) be approved by MLJ,
- (b) complete an inter-agency agreement with MLJ, and
- (c) be a social services agency that is licensed to provide post-placement services.

Parent(s) understand that MLJ has no control over the performance of such Provider. Parent(s) further understand that they shall pay such fees and costs in accordance with the contract Parent(s) signed with the Provider.

1.10.4 If Parent(s) residing outside of Indiana adopt from a Convention Country, Parent(s) shall select a Hague Provider to conduct the post-placement and post-adoption services. Parent(s) understand that MLJ has no control over the performance of such Hague Provider. Parent(s) further understand that they shall pay such fees and costs in accordance with the contract Parent(s) signed with the Hague Provider. Once the post-placement or post-adoption report is completed, MLJ shall be responsible for submitting said report to the Child's country of origin.

1.10.5 MLJ shall provide Parent(s) with post-placement monitoring services pursuant to the Child's country of origin as well as pursuant to 22 CFR 96.51. MLJ will provide Parent(s) with the requisite post-placement reporting documents and post-placement visits. If an adoption is dissolved, MLJ will provide the above-mentioned post-placement services to the second adoptive family if second family resides in Indiana pursuant to the child's country of origin and Hague requirements.

1.10.6 MLJ shall provide post-placement or post-adoption reports to their respective child's country of origin when required by said country. The requirements for post-placement and post-adoption reporting are included in Parent(s) Fee Schedule, which is incorporated into this Agreement. In the event, the Child's country of origin

changes its post-placement or post-adoption reporting requirements, Parent(s) will be notified, and Parent(s) shall comply with all new requirements.

1.10.7 The cost for said post-placement and/or post-adoption reports incorporated into Parent(s) country specific Fee Schedule, if completed by MLJ. If post-placement or post-adoption reports are completed by any other Provider, said Provider due to the exception outlined in 1.10.2 or for the reasons outlined in 1.10.3 and 1.10.4, such Provider must complete an inter-agency agreement with MLJ and be approved by MLJ. Parent(s) will refer to provider Provider's contract or fee schedule for information about costs associated with these services.

#### 1.11. Disruption or Dissolution:

1.11.1 The term adoption "disruption" is used to describe an adoption process that ends after the Child is placed in an adoptive home and before the adoption is legally finalized, resulting in the Child's placement in a second adoptive home or entry into foster care. The term adoption "dissolution" is used to describe an adoption process that ends after the Child is placed in an adoptive home and after the adoption is legally finalized, resulting in the child's placement in a second adoptive home or entry into foster care.

1.11.2 In the event Parent(s) are in crisis and seeking to disrupt the placement or dissolve the adoption, MLJ shall provide or arrange counseling depending on the location and needs of the family and the child. If counseling does not succeed in resolving the crisis and Parent(s) wish to disrupt the placement or dissolve the adoption, or MLJ deems that the Child must be removed based on the best interests of the Child, the Child may be removed from the home pending a second placement as outlined in 1.11.5.

1.11.3 In the event of disruption or dissolution, Parent(s) shall retain legal custody until transfer of custody is made; Parent(s) shall have legal and financial responsibility for the transfer of custody in the case of impending disruption or dissolution. The Parent(s) shall also retain physical custody of the Child, unless the Child is involuntarily removed, as described in 1.11.4, or other arrangements, as described in 1.11.5, are made. Parent(s) shall at all times retain legal and financial responsibility for the Child and the Child's care until adoption by a second family.

1.11.4 If the Child is involuntarily removed from Parent(s), the Department of Children's Services ("DCS") that removed the Child will have legal and physical custody of the Child and will make all decisions regarding the best interests of the Child as it deems necessary.

1.11.5 In the event of disruption or dissolution, MLJ may place the Child with a second family and, if a new family is not available, may place the Child in the care of a

supervised or exempted provider, private temporary placement agency or the Children's services department in Parent(s) state of residence.

1.11.6 In the event of disruption or dissolution, Parent(s) agree to allow MLJ to find appropriate placement for the Child in the United States, and that MLJ will not return the Child to their respective country of origin unless it is in the Child's best interests and as a last resort. MLJ will consider the Child's wishes, length of time in the United States, and other pertinent factors in making a determination of the Child's best interests. If age appropriate, MLJ will ask the Child for his or her input regarding returning to his or her country of origin. The Central Authority, both domestic and foreign, will be notified in writing when MLJ determines that it is in the Child's best interest to return to his or her country of origin. MLJ will send the Central Authority, both domestic and foreign, a written determination, which sets forth the reasons for the determination and request a written approval if the respective Central Authorities approve of the Child's return. Returning a child to his or her country of origin will only be considered as a last resort.

In the event it is deemed necessary that the Child return to his or her country of origin, Parent(s) agree that they are financially responsible for the Child's transportation, care, and any legal fees. Further, Parent(s) will be required to submit all completed post-placement or post-adoption reports both to MLJ and the foreign country.

#### 1.12 Legal Representation:

1.12.1 MLJ represents United States Citizen Parent(s) as their attorney or consultant throughout the international adoption process, provided there are no conflicts of interest or similar ethical issues barring such representation. MLJ is capable of representing Parent(s), as MLJ maintains an attorney on staff at all times. However, the attorney(s) employed by MLJ are authorized to practice in the State of Indiana and federal law only. All other advice received cannot be considered legal representation, but rather professional adoption services.

1.12.2 During the international adoption process there is a risk that Parent(s)' I-600, I-600A, I-800, or I-800A Application for Orphan Visa may be denied (hereinafter "Denial") or Parent(s) may be given a Notice of Intent to Deny (hereinafter "NOID"). The I-600 and I-600A are the applications that request a non-Convention country Orphan Visa (IR-3 or IR-4). The I-800 and I-800A are the applications that request a Convention Country Orphan Visa (IH-3 or IH-4). In the event that Parent(s) are issued a Denial or a NOID, it creates a serious complication in Parent(s) adoption process. The Orphan Visa is the document that enables a child adopted in a foreign country to enter the United States. Legal services associated with the Rebuttal of a NOID or Appeal of a Denial with United States Citizenship and

Immigration Services ("USCIS") are not included in Parent(s) Fee Schedule.

1.12.3 MLJ employs at least one staff attorney licensed in the State of Indiana at all times with the expertise necessary to complete a Rebuttal of a NOID or an Appeal of a Denial. If Parent(s) are residents of the state of Indiana, an MLJ staff attorney shall provide all legal services associated with contesting a Denial or NOID. This requirement is necessary to ensure that Parent(s) receive competent and attentive legal representation. MLJ's staff attorney will charge Parent(s) at his or her usual hourly rate for legal services rendered.

#### 1.13 Limitation of Obligations:

Parent(s) acknowledge and understand that MLJ's responsibilities to Parent(s) are limited by MLJ's obligation to ensure that adoptions happen in the best interests of children and occur in an ethical manner. Nothing in this Agreement obligates MLJ to provide favorable determination regarding Parent(s) or favorable determinations or consents regarding the Child. MLJ further may terminate this Agreement at any time should MLJ deem at its sole discretion that the adoption is no longer in the best interests of the Child.

## 2. Responsibilities of Parent(s)

Parent(s) must be diligent throughout the adoption process in promptly completing their responsibilities. A failure to promptly complete any of the following responsibilities may not only be cause for the termination of the Agreement, but may also jeopardize the Parent(s) adoption.

### 2.1. Communication:

2.1.1 Parent(s) shall maintain open communication with MLJ. Parent(s) shall communicate directly to MLJ with any questions or concerns about the adoption process. Further, Parent(s) shall communicate with MLJ before taking any action that may jeopardize the adoption, this includes a breach of the referred child's confidentiality.

2.1.2 Parent(s) shall communicate with MLJ regarding change in status or change in plans within five (5) business days of such change. Parent(s) shall keep MLJ fully informed of the following changes while Agreement is in effect:

- (a) change of marital status;
- (b) change in employment;
- (c) change in financial status;
- (d) home address;
- (e) email address;
- (f) phone number;
- (g) family composition;
- (h) additional household member;
- (i) pregnancy;
- (j) criminal history of any household member (excluding minor traffic infractions);



- (k) change in health status of any household member;
- (l) any allegations of child abuse or neglect against any household member;
- (m) any efforts made by Parent(s) to adopt a child through any means or entity other than MLJ; and/or
- (n) any other significant change.

2.1.3 Parents are obligated at all time to provide MLJ with truthful, accurate and complete information throughout the duration of this Agreement.

2.1.4 Parent(s) agree not to contact MLJ's foreign providers directly without the express consent of MLJ, unless Parent(s) are in country.

## 2.2 Fee for Adoption Services :

Parent(s) are solely responsible to furnish all fees as requested by MLJ in a timely manner pursuant to Parent(s) Fee Schedule. Failure to make payments promptly may result in delays or even the loss of a referral. MLJ is not obligated to provide services to Parent(s) unless and until payments are made in full pursuant to the Fee Schedule. MLJ may increase fees in a manner that applies equally to all similarly situated prospective adoptive Parent(s). Fees paid to MLJ are non-refundable except as otherwise indicated in the Fee Schedule. While this Agreement is in effect, Parent(s) agree not to make payments of any kind for adoption services or to any individual or entity in a position to influence the release of a Child. This includes a prohibition on direct or indirect payment to any official or employee of a foreign government, orphanage, birth parent or relative of the Child.

## 2.3. Home Study:

2.3.1 Parent(s) must promptly comply with all document requests and site visits by Parent(s) home study preparer. Further, if an additional evaluation or counseling is recommended Parent(s) must comply with the home study preparer's request. All Indiana residents must use MLJ or ASC to complete their home study, as described in section 1.2.

2.3.2 If Parent(s) reside outside of Indiana, a local licensed home study preparer must be selected to complete the requisite home study preparation and monitoring (Please refer to the laws in your State). It is the responsibility of Parent(s) to employ such a home study preparer for them to enter into an inter-agency agreement and be approved by MLJ and provide MLJ with a copy of the home study report. Parent(s) are responsible for obtained a home study assessment which addresses reasonable concerns raised by MLJ, requirements of the laws of Parent(s) state of residence, requirements of the State of Indiana, the requirements of USCIS and Hague requirements.

2.3.3 Parent(s) expressly agree to consent to the release of information contained in their home study to MLJ. Parent(s) further agree that MLJ may contact their home

study provider regarding the home study assessment and all matters related thereto.

2.3.4 Parent(s) are solely responsible for the payment of fees associated with home study services to the home study preparer.

2.3.5 If MLJ determines that Parent(s) need a new home study, home study update or home study addendum, Parent(s) will comply with such request and make payment related thereto.

2.3.6 Any home study prepared by MLJ is the property of MLJ and shall not be used or copied for purposes of pursuing an adoption outside of MLJ.

## 2.4 Education:

2.4.1 Parent(s) are responsible for completing all necessary educational requirements pursuant to the laws of their state of residence as the laws of Parent(s) state require.

2.4.2 Parent(s) must complete MLJ's required education prior to the submission of their dossier. All such education must be completed prior to Parent(s) traveling to adopt their child or before the Child is placed with the Parent(s), whichever is earlier. Parent(s) understand that if the required education is not complete MLJ may delay the adoption process or withdrawal a referral.

2.4.3 Parent(s) understand that ten (10) hours is the minimum requirement and that they should expect to complete more than ten (10) hours. Educational requirements will be customized and provided to Parent(s) following the completion of their home study in their Individual Education Plan. Additional education may be requested at any time during the process if MLJ deems such education is necessary in the best interests of the Child.

2.4.4 Education training will be provided in-person and/or on-line. Parent(s) are encouraged to expand their knowledge about international adoption throughout the entire process, including after the child is placed with Parent(s).

2.5 Documents: Parent(s) must promptly complete all requisite documentation necessary to comply with the adoption process. Parent(s) must complete their dossier within six (6) months following the submission of their first payment to MLJ, unless extenuating circumstances cause a delay.

## 2.6 Child Information:

2.6.1 Parent(s) must acknowledge receipt of all child information documents provided through MLJ in writing. Parent(s) must accept or reject the referral within a

reasonable time after the proposed referral is made. Any rejection of a referred child deemed "unreasonable" by MLJ or governmental or non-governmental organizations in the Child's country of origin may result in no additional referrals. In this event, the Agreement will terminate automatically.

2.6.2 Parent(s) agree and are responsible to have any and all medical information reviewed by a medical expert of Parent(s) choosing. If possible, this evaluation should take place prior to accepting a referral. Further, Parent(s) agree to provide MLJ with a copy of said evaluation.

2.6.3 If the Child's country of origin requires that the referral, assignment and/or acceptance of the Child may not occur until Parent(s) travel to the country, Parent(s) must be comfortable with the lack of information provided,

2.6.4 Parent(s) agree not to post any identifying information about the referred child online until the Child arrives home. The purpose of this limitation is to safeguard children and diligently protect the confidentiality of children and the possibility for misuse of a photo or identifying information by individuals or entities online.

## 2.7 Immigration:

2.7.1 Parent(s) are responsible, with the assistance or MLJ, to complete all necessary steps for USCIS approvals. A pre-approval is necessary before MLJ will issue Parent(s) a referral.

2.7.2 Parent(s) are responsible, with the assistance of MLJ, to complete all necessary steps for the referred child to immigrate into the United States.

2.7.3 Parent(s)' immigration responsibilities include keeping all documentation and approvals current by application for extensions or providing USCIS with updated information.

## 2.8 Travel:

2.8.1 Parent(s) understand that they will be expected to travel one or more times to the Child's country of origin. If the Parent(s) must travel, the number of trips and the length of time spend in country will depend on the requirements of the sending country. Travel requirements are subject to change throughout the duration of the Parent(s) adoption process. If at the start of the adoption process it appears that Parent(s) can utilize an escort for travel, this may change requiring that Parent(s) travel later. Further, additional and/or longer trips than originally anticipated may be required at the point that Parent(s) travel.

2.8.2 Parent(s) are responsible to pay any and all expenses associated with travel including, but not limited to: translators, guides, accommodations, transportation, visa

fees, exit fees, vaccinations, meals, travel insurance, sightseeing, etc. Parent(s) understand that travel could be delayed for any number of reasons prior to travel or while Parent(s) are in the Child's country of origin. Parent(s) are also solely responsible for any additional costs incurred as a result of a delay. Parent(s) agree that they will purchase only flexible/exchangeable/refundable tickets. It is important that Parent(s) purchase such flexible/exchangeable/refundable tickets, as required travel dates may change unexpectedly, without notice, and possibly without explanation.

2.8.3 Parent(s) agree not to provide gifts, money or other consideration to any birth parent, relative, guardian or any child, government employee, orphanage, family services agency personnel in country. This is of the utmost importance to ensure ethical adoptions and for the future of international adoptions,

2.8.4 At all times during Parent(s) visit Parent(s) agree to behave in an appropriate manner with the understanding that Parent(s) are not only representing MLJ, but also adoptive parents and the United States in many ways. Undesirable behavior or actions could have a significantly negative impact on Parent(s) adoption and international adoption as a whole. Parent(s) agree to act civilly and at all times act respectfully towards the culture and customs of the country.

## 2.9 Post-Adoption/Post-Placement Requirements:

2.9.1 Parent(s) are solely responsible for any required post-placement or post-adoption requirements in accordance with the laws of Parent(s) state of residence, the sending country and those requirements of MLJ. Such responsibility includes payment of fees associated with such services.

2.9.2 Parent(s) are responsible for ensuring that all required post-placement and post-adoption reports are submitted to MLJ in a timely manner.

2.9.3 Parent(s) understand and agree that MLJ may submit letters of non-compliance to the Child's country of origin if Parent(s) fail to submit post-placement reports in a timely manner. Parent(s) further agree that MLJ may apply to Marion County Superior Court seeking injunctive relief, including damages for any harm caused to MLJ's adoption programs as a result of Parent(s) non-compliance. In such an event, Parent(s) agree to submit to the jurisdiction of Marion County and will pay all costs, disbursements and attorney's fees incurred by MLJ attempting to enforce post-placement or post-adoption requirements. Out of state Parent(s) understand and agree that MLJ may report non-compliance to the Child Protective Agency in the Parent(s) state of residence.

2.9.4 Failure by Parent(s) to comply with this section in whole or in part amounts to a material breach of this Agreement.

2.10 United States Adoption Finalization: This section applies to United States citizens only.

2.10.1 Parent(s) must finalize or re-finalize the Child's foreign decree of adoption in the Parent(s) State of residence. Parent(s) are responsible for determining what is required in their state of residence and completing such requirements.

2.10.2 If Parent(s) reside in the State of Indiana, an attorney employed by MLJ and licensed to practice law in the State of Indiana will assist Parent(s) with this process. The cost associated with this service is incorporated into Parent(s) Fee Schedule. If Parent(s) reside outside of the State of Indiana, MLJ has no obligations to assist Parent(s) in completing their finalization in the United States.

2.10.3 If Parent(s)' child arrived home on an IR4 or IH4 visa, Parent(s) must start the finalization process within thirty (30) days after arrival home and of this process being permissible in Parent(s) state of residence.

2.10.4 If Parent(s)' child arrived home on an IR3 or IH3 visa, Parent(s) must start this process within one (1) year of the Child's arrival home.

2.10.5 Parent(s) must submit documentation proving the foreign adoption was finalized within thirty (30) days of the receipt of such finalization.

2.11 Commitment to Agreement: United States resident Parent(s) shall refrain from pursuing a child placement through other sources while this Agreement is in force, unless mutually agreed upon in writing with the Parent(s) and the Chief Executive Officer of MLJ.

2.12 Legal representation: U.S. resident Parents(s) understand that MLJ represents Parent(s) as their attorney or consultant throughout the international adoption process. Therefore, MLJ requests that any legal questions regarding adoption be directed to MLJ. In the event that Parent(s) reside outside of the State of Indiana, Parent(s) may choose their attorney in their State of residence, for state specific legal issues

2.13 Confidentiality: Parent(s) shall strictly limit the electronic and/or other sharing of information about the referred child until the Child comes home. Disseminating such confidential information may not only jeopardize Parent(s) adoption, but may also jeopardize future international adoptions. Parent(s) must keep in mind that international adoption is a privilege granted by the foreign government in the Child's country of origin, it is not a right, and therefore can be closed at anytime and for any reason.

2.14 Grievances: Parent(s) shall report all grievances to their MLJ Program Director or other MLJ team member with whom Parent(s) have been communicating, as the issue may be

resolved more quickly without making a formal complaint. Parent(s) are encouraged to discuss any grievances they may have with MLJ, as our team understands that Parent(s) input will allow MLJ to continually better its services. See Grievance Policy for additional information.

### 3. Policies and Procedures Governing Agreement

3.1 Policy Against Preferential Treatment: It is the policy of MLJ to provide placement services in the best interest of the Child. No preferential treatment is given to MLJ's board members, contributors, volunteers, employees, agents, or consultants with respect to the placement of children. This policy is not meant to discourage stakeholders from allowing MLJ to assist them in successful placement, but rather to ensure that placement is made fairly among all of MLJ's clients. Parent(s) may leave this blank if Parent(s) are not in the defined class (MLJ board members, contributors, volunteers, employees, agents, or consultants).

We are/I am in the defined class \_\_\_\_\_ Initial \_\_\_\_\_

3.2 Policy on Donations to Orphanages/Special Program Disclosure: MLJ does not accept charitable donations. This policy is not meant to discourage Parent(s) or others from donating to orphans in need, but rather to ensure that prospective adoptive parent(s) are not under the impression that their donations will influence placement decisions. Orphanage donations of any kind are not required for purposes of completing the adoption.

In MLJ's experience, however, it is common for prospective adoptive parents who have visited the orphanages during their stay in the Child's country of origin to help the children left behind. There are many ways to help these orphans, should one chose to do so. Past client families have enjoyed the rewards and satisfaction of helping those children in need by providing not only money, but also donating bedding, medication, coats, toys, and much more.

Any donations that MLJ, its team members, or its client may wish to provide to an orphanage or service provider may be made through a non-profit charitable organization. MLJ has worked with foundations and charitable organizations in the past that receive and distribute donations in a manner supportive of orphanage missions, service projects and assistance. MLJ supports charities and foundations with a mission to improve the lives of orphans throughout the world.

3.3 Fee Waiver Policy: It is the policy of MLJ not to customarily charge additional fees and expenses beyond those disclosed in the Agreement. In the event that unforeseen additional expenses are incurred in the foreign country, MLJ charges such additional fees and expenses only under the following conditions:



- (a) It discloses the fees and expenses in writing to the Parent(s);
- (b) It obtains the specific consent of the Parent(s) prior to expending any funds in excess of one thousand dollars (\$1,000.00) for which MLJ will hold the Parent(s) responsible unless the Parents(s) choose to waive this notice and consent requirement in advance; and
- (c) It provides written receipts to the Parent(s) for fees and expenses paid directly by MLJ in the Convention Country and retains copies of such receipts, if possible.

In the interest of allowing MLJ to more efficiently provide placement services, I/we hereby waive my/our right to the notice and consent requirement, listed above in section 3.3(2), prior to MLJ expending funds in excess of one thousand dollars (\$1,000.00). Parent(s) may leave this blank if Parent(s) do not wish to waive this right.

We/I will waive our/my right to notice \_\_\_\_\_ Initial  
 \_\_\_\_\_ Initial

3.4 Refund Policy: All requests for refunds of initial payment are to be sent to:

- (a) Nicole@mljadoptions.com, and
- (b) your program director via email and a written request sent via mail to MLJ Adoptions, 617 E. North Street Indianapolis, Indiana 46204.

If Parent(s) provide a written request for a refund, per the above, within thirty (30) days of the initial payment, Parent(s) will be reimbursed 75% of initial fee. The 75% reimbursement of the initial fee will be refunded to Parent(s) within sixty (60) days of the request.

Payments made to MLJ Adoptions are for services rendered and are not to be considered payment for children. The second portion of the Agency fee and the Dossier Review Fee are nonrefundable. Should your adoption be suspended due to program changes, MLJ Adoptions may at the discretion of the CEO or COO choose to transfer \$5000 to a new program.

International fees that have been collected but not sent to a foreign service provider will be refunded. Although we will work hard to obtain the refund of any international fees paid to a foreign coordinator/attorney/authority, if you withdraw from the adoption process for any reason or if the adoption fails for any reason we cannot make any assurances or promises for the return of international fees or for program country expenses. In the event that your referred child is in interim care less than the number of months that have been paid for, a refund check will be issued for the unused months within sixty (60) days.

3.5 Policy of Changing Country Programs: There are risks that a country may close its doors to international adoption or

change its laws in such a manner rendering Parent(s) no longer eligible to complete an adoption from the country.

In the event that either the country closes to international adoption or Parent(s) become ineligible to adopt from the country originally desired due to changes in the country's laws, Parent(s) may change country programs within MLJ. Parent(s) will be notified of such occurrences by their MLJ International Program Director as soon as such information is available. In the event that Parent(s) wish to proceed with an adoption through MLJ via a different country program, Parent(s) may do so at a reduced cost, provided Parent(s) notify their MLJ Program Director within *three (3) months* of receiving notification that the country is closing its doors to adoption or that Parent(s) no longer qualify for the program due to changes in the country's laws.

If Parent(s) have paid the entire agency fee to MLJ (the payment number will vary depending on country), Parent(s) will be entitled to a five thousand dollar (\$5,000.00) credit toward the country program or their choosing so long as they qualify for said program. This transfer may not apply to Pilot programs. In the event that Parent(s) have expended monies towards the foreign fee (the payment number will vary depending on country) these monies will not be returned or refunded. Monies that have been sent abroad cannot be returned. Monies paid in an adoption are fees paid for agency resources and professional services rendered and do not guarantee the successful adoption of a child.

Parent(s) will not directly receive a credit in the amount of five thousand dollar (\$5,000.00), this amount will only be credited to a future adoption should Parent(s) decide to continue to work with MLJ. The purpose of this credit is to assist those who have experienced a complete block from adopting a child from their original country. Parents who change their country for any other reason do not qualify for the credit.

3.6 Grievance Policy and Procedure: MLJ strives to provide timely, consistent, and quality adoptions services. It is our policy to provide any birth parent, prospective adoptive parent, or adoptee with an opportunity to express concerns about services provided or denied to them by MLJ. It is our policy to permit any Complainant to lodge a signed and dated complaint directly with MLJ about any of the services or activities of MLJ (including its use of supervised providers) that Complainant believes to raise an issue of compliance with the Hague Convention, the International Adoption Act of 2000 (the "IAA"), or the regulations implementing the IAA, and advises such individuals of the additional procedures available to them if they are dissatisfied with MLJ's response to the complaint. This Client Grievance Policy and Procedure document will be provided to prospective adoptive parent(s) at the time that the Adoption Service Agreement is signed.

The purpose of this grievance procedure is to protect the rights of the Complainant in bringing their issues to the attention of MLJ as well as to better our services in the future.

BBB of Central Indiana  
22 E. Washington St. Ste. 200  
Indianapolis, IN 46204

Individuals who have a complaint that they would like to bring to the attention of MLJ are encouraged to do so. However, MLJ requests that the individual first discuss the matter with the MLJ staff member with whom he or she has been communicating, as the issue may be resolved more quickly without making a formal complaint. If after discussing the issue with the MLJ staff member the individual still wishes to file a complaint we ask that the Complainant adhere to the following steps:

Step 1: Complainant must bring their complaint to the attention of MLJ's Chief Executive Officer ("CEO") or Chief Operating Officer in writing, and the complaint must be signed and dated. Complainant is encouraged to use the Client Grievance Form to lodge all complaints. Complainant should further be encouraged to lodge the Grievance with MLJ prior to it being lodged with MLJ's Advisory Board. If the complaint is with MLJ's CEO, it must be sent to MLJ's Advisory Board President directly by mail. Please contact MLJ's officers for this address.

Step 2: Within thirty (30) days of the date that the written complaint is received, MLJ or the Advisory Board will consider the complaint and mail a written decision (the "Decision") to the Complainant. The response will be mailed no later than thirty (30) days after the complaint is received. To the extent that the complaint is time sensitive, review may be expedited.

Step 3: If the Complainant is dissatisfied with the response by MLJ, Complainant may file a written Request for Review with the Advisory Board. The Request for Review must be sent to MLJ's Advisory Board President directly within fifteen (15) business days from the date that the Decision is sent. The Request for Review must state the reasons for disagreement with the Decision and the outcome desired by the complainant. Please contact MLJ's officers for this address.

Step 4: At the next regularly scheduled meeting of the Advisory Board, the Request for Review will be considered. If requested, the Complainant may be present at this meeting. The Advisory Board will render a Final Decision at said meeting or in writing within thirty (30) days thereafter and will mail a copy of the Final Decision to the Complainant within ten (10) business days of rendering a decision. The Final Decision will consist of a statement supporting the original Decision, or a decision to reverse the original Decision and a recommended plan of action for MLJ to resolve the problem. The Final Decision will be considered MLJ's final agency action.

If Complainant wishes to complain to the Better Business Bureau, their contact information is provided below for your reference:

If Complainant wishes to complain to Hague Complaint Registry, Complainant may complete and submit a Complaint Form by visiting <http://www.adoption.state.gov/hague/overview/complaints.html> and following the directions provided. Complainant may also request a hardcopy of the Complaint Form by calling the Department of State at (888) 407-4747.

Individuals making a complaint will not be discriminated against with respect to their receipt of MLJ's services.

3.7 Policy on Dissemination of Information and Trade Secrets:

3.7.1 The documents and guides that Parent(s) will receive from MLJ as a result of the agency client relationship are the result of extensive research and international travel. **Parent(s) are not permitted to distribute said information in any manner to a third party.** A failure to comply with this policy will result in monetary damages in the amount of six thousand dollars (\$6,000.00) in addition to attorney fees, court fees and related fees incurred to the distributing party. The purpose of this policy is not only to protect MLJ work product, but also to ensure, to the best extent possible, that third parties do not receive outdated documents that could potentially hinder future international adoptions.

3.7.2 Parent(s) will not disseminate any information considered to be a trade secret of MLJ, such trade secrets include:

- (a) location of orphanages and foster home where MLJ's referred children reside;
- (b) names and contact information for MLJ's foreign providers; and
- (c) names of orphanage directors or care givers caring for MLJ's referred children.

Parent(s) agree not to divulge this information to any person or entity directly or indirectly without the prior written consent of MLJ. This includes electronic dissemination of any kind.

\_\_\_\_\_ Initial \_\_\_\_\_Initial

3.8 Policy on Confidentiality:

3.8.1 MLJ understands how exciting the adoption process can be, and that you and your family may be inclined to share information about your referred child. However, we must strictly limit the electronic or other sharing of this information until the adoption is completed in your child's country of origin.

3.8.2 It is especially important that you refrain from disseminating any identifying information (last name, date of birth, country of origin, orphanage, etc.) about your referred child electronically, as this information is easily forwarded.

Many citizens in your referred child's country of origin may be opposed to international adoption. It is our job to make certain that information about you and your child remains confidential as to ensure, to the best of our ability, that your referral is not jeopardized/lost/terminated.

3.8.3 This limitation is not meant to discourage you from participating in an on-line forum. However, we do request that you refrain from posting on public blogs or forums and are mindful not to publicize identifying information. You may however blog on your personal site (please protect with a password), and/or the MLJ website, general information only. You may share that you are adopting and share information about fundraising efforts related thereto. You may not share process information, country information, or child specific information. Of course, reading other blogs and forums can be beneficial; we just ask that you not participate in the writing of blogs or forums on other public websites.

3.8.4 These provisions are necessary for the protection of children and the international adoption process. Further, child predators can easily access content on the Internet, so keeping such information confidential is essential for the protection of these vulnerable children. In addition, foreign cultures do not always share the same enthusiasm for adoption as the adoptive parents. Any comments made on the Internet in regards to the adoption process, orphanage, country, or child could be taken offensively, even though that was not the intent of the poster.

3.8.5 Parent(s) agree to be mindful not to disseminate identifying information about your referred Child, as dissemination of such information may not only jeopardize your adoption, but also those prospective adoptive parents who wish to adopt from the Child's country of origin in the future.

### 3.9 Dossier Completion Policy:

3.9.1 Parent(s) understand that they are responsible for completing their dossier in a timely fashion. Parent(s) understand that the timely completion of the dossier is extremely important in the adoption process. Parent(s) understand that delaying the completion of the dossier can jeopardize the adoption. Parent(s) understand that delaying the completion of the dossier, delays the adoption. The more time that elapses during the adoption process, the more risks Parent(s) may encounter; for example, losing a potential referral or the changing of laws – these examples are not exhaustive.

3.9.2 Parent(s) agree to complete our dossier within **six (6) months** from the time of making full initial payment pursuant to Parent(s)' Fee Schedule. Parent(s) understand that the home study and USCIS Advanced Processing of the Orphan Visa Approval (I-171H) may take up

to two (2) months individually and therefore, we must start the home study immediately.

3.9.3 In the event that Parent(s) dossier completion takes more than **six (6) months**, Parent(s) understand that they are required to pay an additional three hundred and fifty dollars (\$350.00) per month until its full and final completion to MLJ. This fee of three hundred and fifty dollars is for extending MLJ's services only, this fee does not include additional services that MLJ provides as a result of the tardy submission of our dossier, such as authentication, and translation – these examples are not exhaustive.

3.9.4 In the event Parent(s) dossier completion takes more than six (6) months; we understand that MLJ has the right to terminate our adoption process. We understand that a delay in the dossier preparation creates numerous difficulties for the agency and therefore, MLJ has the right to terminate our adoption process. We understand that there are NO REFUNDS for any fees paid if MLJ terminates our adoption for this reason.

### 3.10 Policy on International Travel:

**Parent(s) are not permitted to travel to the country from which they wish to adopt prior to receiving and accepting a referral, without the express consent of MLJ.**

This limitation is not meant to discourage Parent(s) from experiencing the culture and environment of the area from which they wish to adopt. In fact, we encourage Parent(s) to learn about the environment and culture throughout the process. While we understand Parent(s) are eager to bring the Child home, it is in the best interests of the Child and those children left behind not to travel prior to accepting a referral.

The reason for this limitation is two-fold. First, it is important not to inadvertently delay the process by Parent(s) either providing in-country providers with incomplete information or by the country's governmental agents providing Parent(s) with inaccurate information intentionally or unintentionally. Second, Parent(s) are generally at a heightened emotional state at the start and throughout the adoption process, causing Parent(s) to make decisions during travel that are against their best judgment. As a Hague Approved Licensed Child Placing Agency, it is our obligation to ensure no payments are made by us or by the Parent(s) as payment to induce the release of a child. As many of the countries in which we provide adoption services are impoverished, Parent(s) may be placed in a position where they feel obligated to make donations to orphanages or other institutions.

Making payments as an inducement to release the Child is a violation of this Agreement and grounds for termination of this Agreement by MLJ.

Traveling to your Program Country prior to accepting a referral and without the express consent of MLJ is a breach of this Agreement and grounds for termination by MLJ. Parent(s) attest that they will not travel to their Program Country prior to accepting a referral and without the express consent of MLJ.

\_\_\_\_\_ Initial \_\_\_\_\_ Initial

3.11 Release to Use Pictures: As part of MLJ's work we: (1) prepare materials for distribution, (2) maintain our website, (3) engage in social media marketing, (4) prepare displays for adoption seminars and conferences, (5) may produce videos or be asked to comment on television, all of which may include pictures of children and adoptive parents. MLJ maintains the right to use any picture provided to MLJ by families before or after the Child arrives home without any identifying information (last name, phone number, etc.)

3.12 Release of Information to Spouse: If Parent(s) are a married couple, by signing this Agreement each spouse authorized MLJ to disclose to and discuss with the other spouse any confidential information MLJ may learn or obtain concerning either spouse. Each spouse hereby releases MLJ from all legal responsibility or liability that may result from the release of information.

3.13 Pregnancy and Domestic Adoption Policy  
MLJ is child focused in its policies in an effort to further the best interests of children. Therefore, MLJ does not hinder the child's chances for a home based on pregnancy or the addition of another child through domestic adoption. The following are options in the event that Parent(s) become pregnant or have a domestic adoption placement.

One option is for Parent(s) to continue the adoption process as originally planned without delay, provided the Country does not have limitations against this.

Parent(s) may be able to freeze where they are in the process, depending on where Parent(s) are in the adoption process. The amount of money that had been paid to MLJ up until that time could be put on hold for up to 12 months while the family welcomes the new child into their home. No fees will be refunded. There are no guarantees that the process in country will not change, causing Parent(s) to become ineligible or that the country will not close to international adoption. There is a chance of having to switch to a new program if either issue occurs during absence from the process with MLJ. If the country closes to adoption or parents become ineligible, MLJ will provide Parent(s) with a \$5,000 credit towards a new program that Parent(s) qualify for. However, once an adoption is complete in the child's country of origin, the child is legally the responsibility of Parent(s).

#### 4. Terms of Agreement

#### 4.1 Termination:

4.1.1 This Agreement may be terminated at anytime by either Parent(s) or by MLJ prior to Parent(s) acceptance of a referred child. Parent(s) failure to comply with any of the incorporated provisions of the Parent(s) responsibilities may result in the termination of this Agreement by MLJ. Parent(s) actions that may cause termination, include, but are not limited to the following:

- (a) Failure to make timely payments pursuant to the Fee Schedule;
- (b) Parent(s) actions that would jeopardize MLJ's ability to work with the Central Authority or other foreign entity providing adoption services;
- (c) Parent(s) acceptance of a referral through any source other than MLJ without written approval by the CEO of MLJ; or
- (d) Material breach of Agreement;
- (e) Determination by MLJ that the Child's placement with Parent(s) would not be in the Child's best interests; and/or
- (f) Any failure or refusal by foreign entity to grant placement.

4.1.2 Termination of Agreement by either party will automatically relieve both Parties of any and all obligations pursuant to this Agreement except those in relation to:

- (a) Fees owed by Parent(s) for services rendered, and
- (b) Sections 2.6, 2.9, 2.10, 3.7, 3.8 and 3.10 which will remain in effect notwithstanding termination of this Agreement.

#### 4.2 Dispute Resolution:

4.2.1 Should a dispute arise from this Agreement, Parent(s) agree to first exhaust all options through MLJ's Grievance Procedure including all appeals to MLJ's Advisory Board before taking additional legal action.

4.2.2 Parties agree in good faith to resolved unresolved disputes through mediation administered by the American Arbitration Association in the State of Indiana with a mutually agreed upon mediator.

4.2.3 If mediation fails, Parties agree to arbitration.

4.3 Severability: In the event that any provision of this Agreement is found invalid, illegal or unenforceable under any applicable law or regulation, that provision of the Agreement is severed and the remainder of the Agreement will remain in effect.

4.4 Integration: This Agreement and attached documents and documents expressly incorporated by reference contain the full and final agreement between the Parties. This Agreement supersedes all other agreements, verbal or

written. This Agreement is being signed without any additional representations.

4.5 Choice of Law: The laws of Indiana govern all matters relating to this Agreement, including torts, excluding any rule of law that would result in another choice of law.

4.6 Choice of Forum: Any litigation under this Agreement must be brought and exclusively maintained in Marion County Superior Court. However, in the event there is federal jurisdiction and any such litigation under this Agreement is not brought and maintained exclusively in the Marion County Superior Court, it must be brought and maintained exclusively in the United States District Court for the Southern District of Indiana.

4.7 Amendments: This Agreement may be amended only by an agreement in writing.

## DISCLOSURE ACKNOWLEDGMENT AND WAIVER OF RISKS IN INTERNATIONAL ADOPTION

This Disclosure Acknowledgment and Waiver of Risks in International Adoption (hereinafter "Waiver"), by and between the undersigned prospective adoptive parents (hereinafter "Parent(s)") and MLJ Adoptions, Inc. (hereinafter "MLJ") discloses risks associated with international adoption to Parent(s).

**Release:** Parent(s) acknowledge that they understand and assume the risks set forth in this Waiver, and agree to waive any and all claims against MLJ, its employees or agents. In addition, Parent(s) release MLJ and hold MLJ harmless from any responsibility direct or indirect for any type of injury, harm, or loss in any way caused by, contributed to, or arising out of acts or omissions of third parties.

### INTRODUCTION

The purpose of this Waiver, in conjunction with your Adoption Service Agreement, is to set forth some, but not all, of the risks associated with international adoption.

As relevant information becomes known to MLJ, said information will promptly and completely be disclosed to you. However, it is important to understand that the completeness and accuracy of information available to MLJ varies from placement to placement. Consequently, certain risks, known or unknown may become significant as the adoption process continues. Further, it is important to understand that not all information will be known or knowable, and that risks, known and unknown may significantly affect your ability to proceed with the adoption process or may significantly affect the health of your child.

Parent(s) understand there are significant risks associated with international adoption. While MLJ makes every effort to diligently pursue a successful placement, we cannot guarantee that Parent(s) adoption will be successful. However, in the event that Parent(s) encounter difficulties, MLJ will assist in the resolution of those problems to the extent resolution is possible. Parent(s) understand that there are various elements of the adoption process that MLJ does not have control over, including, but not limited to: domestic law, foreign law, international law, U.S. State Department, USCIS, and the international community.

### **1. Legal Risks**

International adoption involves significant legal risks, as there are four separate legal systems involved: state law, federal law, foreign law, and international law. Such laws and policies and changes thereto and updates thereof are beyond the control of MLJ. MLJ cannot and does not guarantee that the laws and policies of the sending country or the laws and policies of the receiving country will not change causing significant impediments to the adoption process for Parent(s) or disallowing a successful adoption for Parent(s) altogether.

Parent(s) understand that, while MLJ will make reasonable efforts to remedy all legal problems, due to the conflict of laws (United States law vs. Foreign or International law), there may not be an adequate remedy at law for Parent(s). These legal risks include the possibility that the foreign country's government could change the laws regarding adoption prohibiting Parent(s) from continuing with the adoption. There is the possibility that the foreign country could become engaged in a civil or international dispute/conflict/transfer of power that would consequently inhibit the adoption process.

MLJ cannot and does not guarantee that:

- (a) Any child will be referred to Parent(s) or placed with Parent(s) for purposes of adoption;
- (b) Any child will be placed with Parent(s) for the purposes of adoption
- (c) The Child will be allowed to immigrate to the receiving country; or
- (d) Parent(s) will be successful in the adoption of any child.

As MLJ represents Parent(s) as their attorney or agency throughout the international adoption process, MLJ requests that any legal questions Parent(s) may have regarding adoption will be directed to MLJ.

**Release:** Parent(s) agree to release and hold MLJ, and any employees or agents thereof, harmless for any and all liability and responsibility for any type of injury, harm or damage or loss that may be the result of any changes in laws or policies outside of the control of MLJ.



## 2. Time Frame

The time frames for international adoption are in many ways unpredictable. Parent(s) understand there are no guarantees that a child will be placed within a specified time frame. Adoptions may be delayed or discontinued in the foreign country for any number of reasons.

In an effort to minimize this risk, MLJ requires that Parent(s) complete their dossier in a timely fashion. Parent(s) understand that the timely completion of their dossier is extremely important in the adoption process. Parent(s) understand that delaying the completion of the dossier can jeopardize and/or delay the adoption. Parent(s) understand that the more time that elapses during the adoption process, the more risks Parents(s) may encounter. Examples include losing a potential referral or the changing of laws – these examples are not exhaustive.

Release: Parent(s) agree to release and hold MLJ, and any employees or agents thereof, harmless for any and all liability and responsibility for any type of injury, harm or damage or loss that may be the result of the temporal risks, as stated above.

## 3. Financial Risk

MLJ does not customarily charge fees above and beyond what has been disclosed in Parent(s) Fee Schedule. MLJ maintains the right to adjust or modify the Fee Schedule in the event that a third party increases fees. Parent(s) understand and assume the risk that additional fees may be charged. These costs can be caused by any number of reasons in the foreign country. Parent(s) understand that fees both domestic and foreign are subject to change with or without notice and possibly without specific explanation. However, in an effort to minimize this risk, MLJ makes every effort to keep the fees as consistent as possible. Parent(s) agree to pay funds to MLJ as requested per the Fee Schedule.

Release: Parent(s) agree to release and hold MLJ, and any employees or agents thereof, harmless for the financial risks associated with international adoption as stated above.

## 4. Condition of Child

4.1 Characteristics of Child: MLJ cannot and does not guarantee characteristics of a child referred to Parent(s), MLJ does not guarantee the age, gender, condition, nationality, or that the Child is located within a particular area of the country.

4.2 Health of Child: MLJ cannot and does not guarantee the health of the Child. The following are risks that can negatively affect the health of a prospective adoptive child: (1) malnutrition; (2) lack of adequate medical care; (3) lack of prenatal care; (4) institutionalization and/or multiple

transitions; (5) poor medical assessment; (6) lack of resources; (7) misdiagnosis. This list is intended to provide examples and not meant to be exhaustive. When adopting a child from another country, that child is likely to have undiagnosed medical or physiological problems or otherwise have additional needs. This includes developmental delays and behavioral problems. A child may have also experienced abuse or neglect.

### 4.3 Medical Reports Received:

4.3.1 MLJ provides Parent(s) with all medical information received about the Child. However, MLJ cannot and does not guarantee the completeness or accuracy of any medical reports provided to Parent(s). Prior to placement, the Child may have been examined in the Child's country of origin and was found to be "healthy." Even in this case, MLJ cannot and does not guarantee that the Child is free from minor or major physical or mental health needs. MLJ cannot guarantee accuracy or completeness of any information given to us about any referred child.

4.3.2 Parent(s) understand that medical and birth histories often do not exist in the form that we are accustomed to in the United States or Canada. Further, Parent(s) understand that their referred child may have undiagnosed or misdiagnosed medical, developmental, emotional, or physical problems, which may be temporary or permanent. These medical conditions may include disease, mental health issues, bacterial infection, or even death of a child. Such problems may not be known or knowable until your child is home.

4.3.3 Parent(s) have the right to review all available medical information received from MLJ. In an effort to minimize this risk, MLJ encourages Parent(s) to consult with a pediatrician or other appropriate medical specialist(s) to review the information provided to Parent(s) before accepting a referral.

4.3.4 MLJ does not investigate or independently verify any information provided to us by foreign entities, hospitals, referral sources, doctors or other sources. MLJ is not responsible for any representations by any medical care providers with respect to the health of the Child. Any representations to the Parent(s) by MLJ are only opinions; employees of MLJ are not medical experts.

4.3.5 Parent(s) further understand that in some cases Parent(s) will be provided with no medical information prior to accepting a referral.

4.4 Care Received Pending Adoption: MLJ cannot and does not guarantee the health of the Child pending the adoption, whether that child resides in an orphanage or interim care. Further, MLJ does not guarantee that Parent(s) will receive updated information pending the adoption. MLJ makes reasonable efforts to obtain such information, but cannot

guarantee the number of updates Parent(s) will receive or if Parent(s) will receive any updates. MLJ also cannot and does not guarantee that the Child will receive vaccinations and if vaccinations are given, MLJ does not guarantee that vaccinations will meet the standards of the receiving country.

Release: Parent(s) agree to release and hold MLJ, and any employees or agents thereof, harmless for any and all liability and responsibility for any type of injury, harm or damage or loss which may be the result of the condition of the Child regardless of when any such injury, harm or damage or loss is discovered.

#### **5. Risk of Lost or Withdrawn Referral**

Parent(s) understand that a specific child may be referred to Parent(s), but that referral may be lost or withdrawn for reasons that are out of MLJ's control. For instance, a child may be deemed too ill for adoption, a birth parent may reclaim the Child, or the Child may not be available in the time frame that you desire or within the foreign country's time limitations.

Domestic law may change in that immigration law will no longer permit the issuance of the necessary orphan visa for your child to enter the United States. Further, on occasion, the foreign country or an individual referral source may withdraw a referral with or without an explanation. Parent(s) understand that events occurring internationally or within the foreign country with respect to referrals are out of MLJ's control. MLJ may also withdraw a referral if it is found that such an adoptive placement is not in the best interests of the Child. The examples in this section are not exhaustive.

Release: Parent(s) agree to release and hold MLJ, and any employees or agents thereof, harmless for any and all liability and responsibility for any type of injury, harm or damage or loss which may be caused by a lost or withdrawn referral.

#### **6. Risk of International Travel**

There are inherent risks involved with traveling to and from a foreign country, as well as traveling within a foreign country. Parent(s) may incur delays and additional expenses associated with international travel that are unexpected. Parent(s) are encouraged to consult a physician regarding travel medicine and safety. Further, there are health and safety concerns with such travel. In an effort to minimize this risk, it is important that Parent(s) purchase flexible/exchangeable/refundable tickets, as required travel dates may change unexpectedly. MLJ is not liable for any additional costs or injury resulting from international travel.

MLJ cannot and does not guarantee the safety of Parent(s) when traveling abroad. Travel may involve additional risks of exposure to crime, violence, disease, accident or other additional hardships.

Release: Parent(s) agree to release and hold MLJ, and any employees or agents thereof, harmless for any and all liability and responsibility for any type of injury, harm or damage or loss as a result of international travel.

#### **7. Risk Created by Other Entities**

Many individuals and entities are involved in the international adoption process. Those involved may include: officials, attorneys, referral sources, social workers, as well as immigration entities and governmental entities, both foreign and domestic. MLJ cannot predict either the delays or the expenses associated with all of these independent entities. Therefore, MLJ cannot make any guarantees with respect to these entities carrying out services or the costs associated therewith. While MLJ will diligently pursue the timely completion of services performed by other entities, Parent(s) understand and assume the risks associated with the involvement of other entities.

Release: Parent(s) agree to release and hold MLJ, and any employees or agents thereof, harmless for any and all liability and responsibility for any type of injury, harm or damage or loss as a result of risks created by third parties.

#### **8. Additional Risks in Special Needs Adoption**

**8.1 Legal Risks:** In the Special Needs Program, Parent(s) may view information regarding waiting children early on in the adoption process. There is a risk that Parent(s) may not receive a favorable recommendation for adoption from their home study provider; this would inhibit Parent(s) from being permitted to adopt the referred or any child. There is a risk that Parent(s) may not receive an approval of their I600A or other immigration documents, which would inhibit Parent(s) from being able to adopt.

**8.2 Financial Risks:** In the event that Parent(s) do not receive the requisite approvals to adopt the special needs child or any other child, Parent(s) will nonetheless be responsible for fees for services rendered by MLJ. Any fees paid to MLJ are to be considered fees for professional services and not fees paid to adopt a child. Parent(s) understand that there may be additional medical testing and supervision needed for a child with special needs. Parent(s) understand that they are responsible to pay the additional amounts that may be requested for any additional care for the Child in order to further the best interests of this child.

In addition, Parent(s) understand that the referred child will likely reside in interim care/foster care/orphanage care for longer than the amount contemplated in their country specific Fee Schedule. Parent(s) understand that they may be responsible for care while the Child resides in interim care/foster care/orphanage according to specific Fee Schedule. Parent(s) understand that they may be responsible

for care while the child resides in interim care/foster care/orphanage.

Release: Parent(s) agree to release and hold MLJ and any employees or agents thereof, harmless for any and all liability and responsibility for any type of injury, harm or damage or loss associated with special needs adoption as stated above.

**Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

**Parent(s):**

\_\_\_\_\_ Signature \_\_\_\_\_ Print

\_\_\_\_\_ Signature \_\_\_\_\_ Print

**MLJ Adoptions, Inc.:**

\_\_\_\_\_ Signature \_\_\_\_\_ Print

**Appendix A: For Non-Indiana Parent(s)**

**Consent to Release of Information with Home Study Provider**

Home studies entail document collection, at least one home visit, and a written home study assessment. Home studies are governed by state law; therefore, Parent(s) must use a home study provider in their state of residence.

If Parent(s) reside outside of Indiana, a local licensed home study preparer will be selected to complete the requisite home study preparation and monitoring. It is the responsibility of Parent(s) to employ such a home study preparer and provide MLJ with a copy of the home study assessment upon completion.

Parent(s) agree to consent to the release of personal information with their home study provider. Parent(s) further agree that MLJ may contact their home study provider regarding the home study assessment and all matters related thereto. This consent to release of information is limited to only the home study provider and with matters related to your home study assessment only. This consent is necessary in order to ensure that Parent(s) home studies are completed in a manner consistent with our licensing standards and meets the requirements of the country from which you wish to adopt.

Please provide contact information for Parent(s) home study provider below, if known. If unknown, please provide the below information to MLJ as soon as it is available.

Name of Organization: \_\_\_\_\_

Name of Individual completing home study: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

If you do not yet have your home study provider selected, please submit this form to Lauren Hacker via email at [Lauren@mljadoptions.com](mailto:Lauren@mljadoptions.com) or by mail to the following address.

MLJ Adoptions, Inc.  
Attn: Lauren Hacker  
617 East North Street  
Indianapolis, Indiana 46204

**Appendix B: For Families Participating in Pilot Programs**

As a pilot program, there are inherently additional risks associated with adopting from a newer country program. Below you will find some of the additional risks associated with such an adoption (this information is meant to give Parent(s) examples, and not intended to be an exhaustive list of additional risks).

**Time Frame**

While MLJ has provided parents with an estimated time frame to complete an international adoption from their desired country, there are no guarantees that Parent(s) adoption will be completed within this time frame. Because MLJ has not yet brought a child home from this country, MLJ cannot provide a concrete temporal estimate of the Child's expected arrival. The time frames for international adoption are in many ways unpredictable. Parent(s) understand there are no guarantees that a child will be placed within a specified time frame. Adoptions may be delayed or discontinued in the foreign country for any number of reasons.

**Legal Risks**

The country may not have had a great number of adoptions in the past or may have been closed to adoptions in recent years, and therefore may modify its laws throughout the process as more prospective adoptive parents apply to adopt from the country. The information that has been provided to you regarding the requirements of the program is based on the current laws and regulations of the Country. These requirements can change at any time and for any reason.

**Financial Risk**

Parent(s) acknowledge that they have been provided with a fee schedule for an adoption from the country they desire to adopt from. MLJ estimates that this will be the cost of an adoption from said country. However, there is a risk that other entities involved with this adoption process will increase fees or the Country may require additional services causing the cost to increase.

**Process & Travel**

As with all international adoption, the process can change at any time and for any reason. This risk is higher in a pilot program, where the process has not yet proved to be consistent. Therefore, there may be modifications to your adoption process along the way. In an effort to mitigate the changes in process, we request that Parent(s) complete required documents in a timely manner, so that foreign requirements are less likely to change. While MLJ has indicated the travel requirements in the country in writing, Parent(s) understand that MLJ cannot guarantee this time frame or number of trips.

Parent(s) understand and agree to accept the additional risks associated with a pilot program.

**Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

**Parent(s):**

\_\_\_\_\_ **Signature** \_\_\_\_\_ **Print**

\_\_\_\_\_ **Signature** \_\_\_\_\_ **Print**



## Appendix C: For Families Adopting From Democratic Republic of Congo

The Democratic Republic of Congo ("Congo") is an extremely impoverished country with few resources. Due to the lack of resources in the country, the risks associated with adopting from this country are increased.

**Children in Congo Waiting for Families:** Children in need of families from Congo may have been in extreme crisis prior to abandonment. Children may have been victims of abuse, neglect, sexual abuse, incest, or other similar crisis situations. Information received at time of referral may be incomplete or inaccurate. MLJ cannot guarantee the completeness or accuracy of information received, at time of referral or thereafter. When Parent(s) receive a referral of a child from Congo, they will be provided with very little information. Parent(s) can expect to receive a picture of the referred Child, approximate age of the Child and basic social information when available. Any information known about this Child will be disseminated to Parent(s). However, generally no additional information is known about the Child. Once a referral is accepted, the Child will then move from their orphanage (or otherwise in the care of Social Services) to interim care where the Child will have access to medical care.

**Risk of Lost Referral:** When Parent(s) receive, and accept, a referred child from Congo, there is a risk that this referral could be lost for a number of reasons before the Child comes home. There is an increased risk that a biological family member could decide that they would like to parent that child. In the event that a biological family member makes this determination and request, said family member will be permitted to care for the Child. If a biological family member starts to visit the Child, this may cause Parent(s) to lose a referral. The Child may be deemed too ill to travel or may have experienced such malnutrition at time of referral that the Child may not be able to recover, even with the medical care that the Child will have access to in interim care. This list is not exhaustive, but rather to give Parent(s) an idea of the risks specific to Congo.

It is important to Parent(s) to guard their emotions after receiving a referral child. MLJ understand that Parent(s) will bond with the referred child from pictures and the limited medical and social information received. However, Parent(s) must understand and accept that the loss of a referred child is an inherent risk in international adoption. If a referral is lost, such a loss may cause delays in the adoption process

**Medical History:** Parent(s) understand and accept that there will be a lack of available information about their referred child. Upon referral, Parent(s) will not receive medical information about the Child. On average, each child is seen 3-4 times by a medical professional while in interim care and prior to arriving home. The first medical document will be received within approximately 30 – 45 days of accepting a referral. The information provided to Parents at this time will be minimal. The Child is tested for major illnesses, including HIV. Parents will receive medical information when the Child received his or her Visa to travel to the United States. What Parent(s) may consider basic medical and social information may not be basic in Congo. Scales, measuring tapes, and even pen and paper may not be accessible. Parents understand and agree to accept the risk that medical and social information provided could be incomplete or inaccurate.

The culture is one that does not regularly document information, and the information received in this document will be sparse. We cannot guarantee the accuracy or completeness any of the medical information received. It is required that Parent(s) bring any and all information received to an international medicine specialist.

**Eligibility Requirements:** Parents understand that Congo law states that Parent(s) must meet the following requirements: (1) At least 15 years older than the child; (2) Married at least 5 years; and (3) Families with no more than 2 children in the home. Congolese law further stipulates that singles may adopt only children of the opposite sex with a dispensation or waiver from the President of Congo. Additionally, Congolese law further stipulates that adoption may be granted as long as they further the best interests of the child.

For Parent(s) adopting who are single, married less than 5 years or have more than 3 children in the home, it is understood that MLJ's Foreign Supervised Provider will attempt to obtain a dispensation or waiver as applicable and required to allow the adoption to proceed, be approve and be finalized. In cases where a waiver or dispensation cannot be obtained, MLJ's Foreign Supervised Provider will attempt to provide a document from the issuing office that the waiver or dispensation is not necessary. MLJ cannot and does not guarantee that Parent(s) will receive any such waiver or dispensation. As with courts in the United States, judges and officials will have discretion on whether or not to approve such requests.

Parent(s) understand and agree to accept the additional risks associated with the Democratic Republic of Congo international adoption program.

**Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

**Parent(s):**

\_\_\_\_\_ **Signature** \_\_\_\_\_ **Print**

\_\_\_\_\_ **Signature** \_\_\_\_\_ **Print**

**Appendix D: For Indiana Parent(s) Referred from Adoption Support Center**

In the event that Parent(s) came to MLJ Adoptions, Inc. ("MLJ") as a result of Adoption Support Center's ("ASC") efforts, Parent(s) shall utilize ASC services in the completion of their home study and any amendments thereof or updates thereto. ACS ensures that all home studies are tailored to the particular situation of the Parent(s) and specific country from which Parent(s) intend to adopt.

If Parent(s) have chosen a Convention Country, once the home study is completed, ASC is responsible for submitting said home study to a Hague Accredited adoption service provider for review and approval pursuant to 22 CFR 96.47(c).

Parent(s) shall direct all home study questions to your home study coordinator at ASC.

**Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

**Parent(s):**

\_\_\_\_\_ Signature \_\_\_\_\_ Print

\_\_\_\_\_ Signature \_\_\_\_\_ Print