

**Small World, Inc.**  
**Adoption Services Agreement**

This Adoption Services Agreement is made and entered into by and between Small World, Inc., a nonprofit child-placement agency licensed in the States of Georgia, Missouri and Tennessee and accredited by the Council On Accreditation, hereinafter sometimes referred to as “Small World” and

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Prospective Adoptive Parents

residing at \_\_\_\_\_ hereinafter sometimes referred to as “Family.”  
Address

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

WHEREAS, Family signed an Application requesting that Small World provide Adoption Services and Small World 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 for services and payment schedule refer to ATTACHMENT “A.”)

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;

**Home Study –**

Small World agrees to provide an adoption home study assessment and post placement supervision and/or post adoption reporting as outlined in the information packet and in full accordance with the laws of the state or country in which family resides provided that it is a state or country in which Small World is licensed or permitted to perform such services or has contractual agreements with licensed home study providers, in accordance with licensing regulations, USCIS and or Small World’s policy and procedure manual. If Small World conducts the home study assessment, 2 signed, notarized originals will be sent to family at the address they provide. One is for family’s submission to USCIS with their application to adopt a child from a foreign country and bring that child to the USA as a US citizen, and one is for family’s personal file. Additional signed, notarized originals of the home study assessment may be purchased from Small World at a nominal fee as listed on the Fee schedule current at the time requested. During the course of the home study, it is required that the family have proof of no negative reports on child abuse registries from any country or state/ province where family has lived since their 18<sup>th</sup> birthday in Hague Adoptions and for the previous 5 years in non-Hague adoptions. Family will be responsible to pay the government fees and costs associated with such child abuse clearances. Family acknowledges that they have been made aware states, provinces, and countries charge vastly different amounts for the clearance reports required and it is their responsibility to provide Small World with the required documentation to process their adoption home study, dossier and all documents required by adoption authorities to process their adoption.

### **Contacts during the adoption journey**

Small World will not routinely contact family until we receive some information pertinent to your adoption process. Contact may be sporadic due to the nature of the adoption process. However, we request that family contact our office if concerns develop to determine the status of your process. Small World considers family as a partner in our mission to rescue orphans and make them orphans no more.

### **Adoption Services Fee Structure**

Family agrees to pay Small World for adoption services in accordance with Small World's fee payment schedule and published fees as of the date of this contract which is in ATTACHMENT "A." Family understands that when their file is closed for any reason any subsequent services will be billed at the new rate current at that time.

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 and payment schedule ATTACHMENT "A". Small World will have no obligation to provide any services that are not paid for in accordance with the fee schedule. All fees are invoiced at the time they are earned and therefore not refundable.

### **Home Study & Post Placement Supervision/Post Adoption Reports**

Family agrees to provide in a prompt and timely manner, all documents and information requested from time to time by Small World during the pre and post adoption periods. If family fails to provide any documents or information, Small World may at our discretion 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 Agreements shall terminate and Small World shall have no further obligation to provide a home study or any other adoption services to family. All fees paid to Small World shall be deemed to have been earned by Small World, 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 Small World upon invoice.

Family agrees that the following provisions shall apply to home study and post placement/ post adoption supervision services provided by Small World, to the finalization of the adoption and throughout the post adoption period specified by the country from which family adopts.

1. Family acknowledges, understands and agrees that Small World cannot and does not under any circumstances guarantee in advance that family will be approved by Small World or that Small World 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 one year from the date of the notary (as per USCIS). 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 Small World 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 Small World. Approvals or recommendations will be changed in the best interest of the child based upon information which comes to the attention of Small World after the home study is initially completed or refusal to cooperate with Small World's adoption on post placement supervision/ post adoption reporting requirements, criminal or legal action concerning the adoptive family, mental health issues of family or for any other matters which Small World determines will have a material impact on the best interests of the child. Before processing continues, Small World may require additional documentation, clearance, clarification, explanation or counseling as Small World in its professional opinion deems necessary or advisable. Refusal to 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.
6. 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 Small World 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.
7. Sending countries require, as a part of their treaty with the United States, post placement supervision / post adoption reporting for all families that have a child placed with them. Family agrees to abide by the requirements of their adopted child's country of origin for post placement supervision and/or post adoption reporting and will cooperate fully with post placement and post adoption reporting requirements, including, but not limited to:
  - a. Immediately informing Small World when placement of a child occurs with the family;
  - b. Providing Small World with all required medical reports, documents, information, post placement/ adoption reports, (if approved by Small World to be provided by an agency or provider other than Small World) photos, and all other documents or information required by child's country of origin during the post placement supervision / post adoption report period.

Family understands and agrees that some foreign countries, other states, judges or other governmental agencies may require additional post adoption visits / and or post adoption reports 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 in agreement with Small World.
8. Family agrees to file a petition of adoption and to finalize the adoption in the applicable court at the earliest allowable date and family agrees to send a copy of the final adoption decree to Small World upon entry of the adoption decree by the court or as applies to family's child's country of origin.
9. Family understands and agrees to comply with Small World's policy of a minimum of 2 post adoption visits and reports for each child adopted internationally.

### **Assumption of Risks**

Family understands that there is risk in any adoption and that Small World 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 Agreement does not assure the placement of a child with family, nor does it assure a successful outcome, and family assumes all such risks. Family understands and agrees that Small World has entered into agreements with foreign governments and entities within the child's country of origin and that within such agreements the foreign government has reserved specific parts of the adoption process under their sole prevue. Therefore Small World makes no claim to attempt to circumvent the foreign government's process in providing their portion of the adoption services and indeed could not under their contractual agreements.

### **Legal Risk**

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 nonrefundable 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**

International Adoption: Every family adopting, especially from a foreign country, must understand the medical risks involved. While all information made available to Small World is given to the family, there continues to be a risk of the following, but not limited to: undetected health problems, lack of immunizations, immunizations with expired serums or lack of receipt of the series, lack of 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. Small World may also furnish to family medical and social information (provided by entity) about an adoptive placement. When such information is provided, however, Small World 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 Small World 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 Small World and its directors, officers, employees and agents 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, all risks of informational inaccuracies and all other risks of any kind or nature. Family hereby releases Small World 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, governments, 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 Small World and its directors, officers, employees and agents. Family agrees to hold harmless Small World 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 Agreement or the receipt of services from, or adoption through Small World.

**Small World, Inc. Independent from other Agents**

Family understands that Small World is a licensed and Hague-accredited child-placing organization. The services provided by Small World are independent from the services of other child placement and referral agencies, governments, or organizations. Additionally child referral agencies utilize foreign country entities, which are also independent and separate, both from Small World, Inc 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 in a disruption situation to receive full protection and services and to be deemed as the primary client by Small World 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. In the event that the family decides that the adoption should be dissolved, the family should inform Small World. Small World 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, Small World will assist in locating and arranging for a new adoptive placement when possible.

In situations where the adoption has not been finalized Small World 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, Small World will assist in locating and arranging for a new adoptive placement when possible. The agency or government authority holding legal custody of the child will be notified immediately by Small World. 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.

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 Small World will assist Family and child(ren) through this time, it is understood that Small World will determine if it is in the best interest of the child for Small World to 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 their biological child(ren). Family assumes all risks and financial and emotional obligations in the event of a disruption or dissolution.

If the family does surrender parental rights, they must consult Small World, and after Small World has consulted with the child's country of origin and legal counsel, Small World will inform the family of the appropriate steps that must be followed.

### **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 Small World are given to the best of Small World'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 Small World 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 on family's behalf are the responsibility of the family and not the responsibility of Small World.

### **General Small World Mission and Family participation**

Small World's mission statement was founded on James 1:27 which refers to those assisting orphans and describes it as perfect religion in the eyes of God. Small World partners with Christian families to rescue orphan children and through adoption make them orphans no more. While it is glaringly noticeable that our focus is on the child first, we cannot accomplish our mission without our most valued partners, the adoptive families. Small World is a ministry and not simply an agency. We are a group of Christian professionals who have dedicated our lives to this mission for Christ.

It is a delicate and difficult task to operate adoption programs in foreign countries. Small World's experience has been that it is best accomplished by God opening doors and giving us the wisdom and diplomacy to walk through those doors and develop a workable relationship with the powers that be in the foreign country. It can be frustrating dealing with 2 different cultures, and International diplomacy is not a field in which the words "quick" or "easy" are used.

Family understands this to be the basic nature of the relationship between them and Small World and the unique position Small World is in balancing diplomacy with the foreign government and

information shared with family about the adoption program that can be shared. In view of this delicate relationship, family will not engage in social media or other forms of mass communications such as but not limited to blogs or chat-rooms that publicize information about the adoption program or their experience pursuing adoption until after their adoption is complete. Family understands and agrees that even after their adoption is complete, the information they share on the internet or other communication venues may have devastating effects on the program and those families still waiting for their adoptions to be completed.

Family agrees with the previous statement of the relationship with Small World. Family further understands and agrees with Small World's general mission as stated above. Family joins into this agreement desiring to share the goals of Small World as stated above in their pursuit to rescue a child in great need of a family by becoming that family through the legal act of adoption.

#### **Accuracy of Information Provided by Family and Small World**

Small World's commitment is to disclose one hundred percent of the confirmed information that we have concerning the child being referred, as we acquire it, allowing you to make the most informed decision possible. We will try to obtain as much information as possible, but family understands that the information available to Small World may be very limited, incomplete or erroneous and is totally dependent on the willingness and ability of the foreign country or other entity to supply information.

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 Agreement 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 Small World representatives may result in immediate termination of services.

#### **Disclosure of Information**

Family grants Small World permission to disclose to third parties such information provided by family as Small World 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 Small World such information provided by family to such third parties, as Small World deems necessary for the performance of its adoption services.

#### **Authorization to Release Adoption Documents**

Family authorizes Small World to release home study, supporting documents, dossier documents, post placement reports, post adoption 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 Agreement. Small World will keep client files and information confidential except as required by law.

**Termination of Agreement**

Small World has the right to terminate the adoption services for cause at any time, based upon Small World’s professional assessment. In the event of such termination by Small World, all fees then payable to Small World for services rendered and expenses incurred on family’s behalf shall be promptly paid in full. Small World 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 Agreement between the parties, and there are no representations, warranties or commitments except as set forth herein. This agreement 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 Agreement.

**Waiver/Subsequent enforcement**

The failure of 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.

**Tennessee 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 State of Tennessee.

\_\_\_\_\_  
Prospective Adoptive Mother                      Date                      Prospective Adoptive Father                      Date

\_\_\_\_\_  
Agency Representative                      Date