



AGENCY ADOPTION SERVICES AGREEMENT

_____ and _____, hereinafter individually and collectively known as the prospective adoptive parent/s or PAP, agree and covenant with CHILDREN'S HOUSE INTERNATIONAL, a not for profit, with headquarters in Washington State, (and also licensed in the States of Florida, Idaho, Louisiana, Texas, Utah and Washington), herein after known as the AGENCY. AGENCY and PAP are collectively referred to as "PARTIES". PARTIES agree to the following:

The PAPs hereby request the AGENCY to assist with the services associated with intercountry adoption with the intent to place a Child for adoption into PAP's family. They agree to abide by the requests, rules and regulations of the AGENCY and its designee in relation thereto. PAPs also agree to follow the rules, policies and regulations of the State where they reside, the USCIS (United States Citizenship and Immigration Services), Hague Treaty, Intercountry Adoption Act, any other applicable federal or state laws, and foreign laws in the child's country of origin. Once fully adopted, the PAPs agree to undertake all the obligations and responsibilities of a parent toward said Child. This includes rights of inheritance and the necessities of life, and the PAPs agree to provide for said Child any and all medical, hospital or institutional care which said Child may require from the moment they receive physical custody of said Child. They also agree to love unconditionally and provide for said Child as a loving parent emotionally and financially both before and after adoption.

I. HOLD HARMLESS/RELEASE OF LIABILITY

1. AGENCY will attempt to place a Child with the PAP. However, they understand that AGENCY does not warrant or guarantee a Child will be placed with PAPs or that PAPs will be approved, qualify or accepted to adopt in any foreign country. AGENCY shall not be held liable if, for any reason other than the intentional or reckless misconduct of AGENCY, PAP fails to be accepted or qualify as an adoptive parent.
2. AGENCY does not and cannot warrant or guarantee the physical, psychological, developmental or mental health of said Child. The PAP acknowledges and agrees to hold said AGENCY harmless and free of any cost, prejudice, or judgment which they may be entitled to or indemnification or contribution for the care of said Child arising from any physical, mental or emotional defect in said Child or injury to or death of said Child.
3. The PAP has previously completed or is concurrently completing an Application for Adoption forms.
4. The PAPs understand that the AGENCY does not warrant or guarantee the good faith performance of any person, persons, AGENCY or institution not supervised by AGENCY in USA, or any agents outside the United States that are not employees or supervised by AGENCY. PAPs agree to hold the AGENCY free and harmless from any loss which may arise from the negligence or intentional misconduct of any persons involved in the placement with the exception of the AGENCY, including negligence or intentional misconduct of the orphanage or persons working with said Child or the adoption process. It is further understood that any loss of convenience arising from policies, procedures or requirements of the government of the United States or the government of any other country or any loss resulting from cultural, acts of God,

religious or social practices or medical crisis of any other country or pandemic will not be imputed to the AGENCY and said PAPs waive their right of contribution or indemnification or refund for any monetary loss resulting there from. The PAPs understand that the AGENCY has no direct control over foreign or US governments, their changes in laws concerning adoption, complete closures of adoptions in their country, or other such happenings. The PAPs will not hold the AGENCY responsible for the adoption being slowed down, postponed, or canceled because of such actions or conditions mentioned above. The PAPs understand that a Child referred may be lost due to but not limited to: birth family returning, national domestic adoption, foster placement or the death of a Child, central authority withdrawing referral for various other reasons, change in local country law, USCIS law or US law.

5. PAPs understand that undiagnosed physical, developmental, emotional, and mental special needs are common in international adoption, including but not limited to the following inherent risks:

- HIV, AIDS
- Fetal Alcohol Syndrome, Fetal Alcohol Effect
- Cleft lip/Cleft palate
- Short, missing or deformed limbs
- Giardia
- Syphilis
- Tuberculosis
- Chickenpox
- Respiratory Infections
- Attachment Disorder
- Post-traumatic Stress Disorder
- Speech and Language Delays
- Vision Impairments/loss
- Cerebral Palsy, Hernias
- Post-traumatic Stress Disorder, Post-Institutional Care Systems
- Decayed Teeth
- Hepatitis B, Hepatitis C
- Failure to Thrive
- Extra or joined fingers or toes
- Intestinal Parasites
- Salmonella
- Ricketts
- Measles
- Ear Infections
- Developmental Delays
- Attention Deficit Disorder/Attention Deficit Hyperactivity Disorder
- Sensory Integration Disorder
- Deafness
- Sexual and Physical Abuse
- Neurological Abnormalities
- Reactive Attachment Disorder
- Hearing Problems

6. PAPs understand that the AGENCY does not warrant or guarantee the physical or mental health of the Child as described in the referral materials provided by the sending country. PAPs assume such risk.

PAPs understand that Children placed for international adoption are commonly the victims of trauma including but not limited to institutional trauma, sexual abuse, physical abuse, psychological abuse or a combination of any and that these traumas may not be described in the Child's referral documentation. In addition, there may be a lack of available medical information due to the fact that the children may have been abandoned at birth or early in life, or removed from a home environment from which it can be difficult to obtain valid family background information.

Children may have been physically, mentally, or sexually abused, and/or neglected (even in the foster home or orphanage setting). Many children come into adoption with unknown, undiagnosed, or unreported physical, emotional, or behavioral conditions and developmental delays. PAPs assume all such risks. PAPs understand that AGENCY does not and will not make a representation or warranty, expressly or implied, concerning the medical or psychological condition of any Child. PAPs agree and acknowledges that AGENCY is not and

cannot be responsible for any such conditions or conditions. Any medical examinations, tests, histories of a Child may have declared the Child healthy, or mild special needs and may not be accurate. PAPs understand and acknowledges that none of these documents guarantees a healthy or mild special needs Child. AGENCY cannot guarantee the results or accuracy of any evaluations, medical tests or assessments performed on the Child. PAPs assume such risk. Agency makes reasonable attempts at requesting missing information or asking the foreign authorities for updated or further information. All information which AGENCY receives from the foreign authority will be given to the PAPs.

PAPs acknowledge that for reasons out of the control of AGENCY, full child information documents from authorities in a foreign country may not be given to AGENCY. These documents or information may be provided to the PAP after the placement of the child with PAP. PAP acknowledges that this does not indicate negligence on the part of AGENCY.

7. AGENCY does not and cannot investigate or confirm the information obtained or provided from a foreign country related to the referral of a child. The information obtained or provided may be inaccurate and/or incomplete. PAP's have been informed that there are inherent risks due to incomplete or unreliable testing in foreign countries. PAPs have had the opportunity to discuss the medical, emotional, and psychological risks with a physician of our choice and have the right to request the children to be examined and tested by a physician of our choice, should we choose to do so. PAPs understand that the cost of this examination will be PAPs financial responsibility. PAPs understand that some tests will not be available in all countries. AGENCY makes every effort to request current and additional information that may be missing and provide that information as AGENCY receives the updates.

Translations of documents from English to foreign languages and from foreign languages to English may be inaccurate. AGENCY does not guarantee, and makes no warranty, express or implied, concerning, the accuracy, validity, applicability, or completeness of any information, medical, prenatal, psychological, historical, or other records or data regarding any child. PAPs assume such risk.

8. PAPs acknowledge and understand that although AGENCY can arrange for an exam, AGENCY does not actually conduct any assessment, testing, or evaluation of a Child and can only transfer the information to the PAPs. Additional tests PAPs may request are at the expense of the PAPs. PAPs further understands and releases AGENCY and holds AGENCY harmless from any and all responsibility or liability for any type of injury, harm, damage or loss in any way relating to or arising out of the physical, psychological or emotional condition of any Child referred to, placed with or adopted by PAPs, regardless of when such injury, harm damage or loss is known or discovered. PAPs assume such risk.
9. In the event a country suspends or stops foreign adoption or removes approval of PAPs or referral of the Child is no longer permitted (refer I. 4 above), or PAP no longer qualifies for the program due to changes in PAP's circumstances, the program fees received by AGENCY and NOT SENT or due in the country according to the financial agreement will be refunded according to the AGENCY POLICIES stated in the Financial Agreement. Any fees already sent to the country are not refundable. International adoptions are in great part controlled by the foreign government, its political infrastructure, and its relationship with the United States. The PAPs assume all such risks.

Initials _____, _____

II. ADOPTION SERVICES EXPENSES/FEEES (SEE AGENCY FEE POLICIES STATED ON THE FINANCIAL AGREEMENT)

The PAP hereby agrees to reimburse the AGENCY for any expenses incurred or time expended on behalf of the PAP and/or said Child in pursuit of the foregoing placement, as itemized on the financial agreement, and the PAP hereby authorize the AGENCY to represent them in all matters relating to the placement of said Child.

The PAP further authorizes said AGENCY to expend monies, retain other agencies, translators, attorneys, and other costs of adoption indicated in the Fee Policies (SERVICES), as may be necessary for the same according to the financial agreement signed by PAP. If the PAP withdraws their application or said placement is not made for any reason, then AGENCY shall return any unused funds to which the PAP may be entitled to within sixty (60) days of the completion of the delivery of services or termination of contract. See AGENCY POLICIES stated on the Financial Agreement for further explanation and/or exceptions.

The total final fees of the adoption will be paid **before** the PAPs leaves for the country of adoption origin of the Child, or before the Child is escorted to the PAP. The PAPs further understand that AGENCY reserves the right to halt the proceedings if AGENCY, in its sole discretion, at the direction of the Child placement supervisor, deems that an occurrence in the family has caused the original findings of the social worker to change or if the PAPs refuse to comply with document requirements or agreements stated all agreements.

PAPs are solely responsible for paying all fees due to AGENCY for services and costs at the times agreed to in the PAP's Financial Agreement. AGENCY may accept fees from other granting entities or donations on PAP's behalf, but all fees must be paid according to the times and amounts agreed to in the Financial Agreement. AGENCY is not required or obligated to provide further services unless/until all fees are fully up to date and paid. The Financial Agreement has been provided to the PAP and is incorporated as a part of this agreement. PAPs understand that increases in fees out of the control of AGENCY (such as government fee increases) will be required for PAP to pay.

Fees paid to AGENCY by PAPs are non-refundable except as otherwise noted in the Financial Agreement.

Initials _____, _____

III. DUTY OF DISCLOSURE

PAPs are responsible to report to AGENCY within 5 business days, any changes in the PAPs circumstances that may impact the terms of PAPs approval with AGENCY, State, USCIS or foreign government criteria.

If PAPs become pregnant during the adoption process at any time, AGENCY Social Services Supervisor will re-evaluate the case which may mean that the adoption will need to be placed on hold or in its sole discretion, AGENCY may possibly terminate this agreement and all other adoption services regardless of whether a Child has been referred to PAPs. Each case will be carefully reviewed on a case by case basis. If PAPs are placed on hold, then AGENCY will return any funds domestically or abroad to which the PAP may be entitled within sixty (60) days of the Hold agreement, for services not already provided. PAPs understand and acknowledge AGENCY requires a minimum of six months for adjustment before considering proceeding with another adoption placement in the home or after the birth of a Child. Child placement should not happen in the home prior to one year from the previous placement or birth of a Child.

Should the PAPs plan to pursue another adoption from other sources at the same time they are working with AGENCY the PAPs will inform AGENCY within 5 business days of doing so.

Further, PAPs agree to report to AGENCY if any of the following circumstances happens or changes from the time PAPs application is approved for adoption with AGENCY until Child is fully adopted and in the home:

- Any actual or prospective change in either PAPs employment, financial status, work or home address, work or home or cell numbers, email addresses;
- Marriage changes or separations;
- Health Status of PAPs (including pregnancy) or Children or others living in the home;
- Death of an individual living in the home of PAPs;
- Changes in status of individuals living in the home, such as moving out of the home or into the home. PAPs understand that new individuals coming to live in the home can alter and change the status of the PAPs approval for adoption and updates and delays and expenses for PAPs adoption home study are extremely possible;
- Any criminal charges, brought against PAP or against any others living in PAPs home;
- Any complaints known against PAPs or other individuals living in PAPs home by Child protection agencies or allegations of Child abuse or neglect.
- Failure to report any of the above changes shall be considered a breach of this agreement and a bar to any claim for relief for PAPs.

Initials _____, _____

IV. GENERAL PROCESSES

PAP's will be required to provide AGENCY with evidences of the PAP's personal information including but not limited to: birth, marriage, any divorces, financial obligations and bankruptcies, citizenship status, children of PAP's information, health, insurance, medical information, arrest and criminal information.

PAP's will also be required to fill out AGENCY forms and obtain a Home study provider, which must be approved by AGENCY prior to PAP's signing with the Home Study provider, unless PAPs are transferring from another agency. If transferring from another agency, PAPs understand an updated home study may be required and all expenses for this will be paid for by PAPS. Any updates, amendments to a home study or fingerprint updates and all US or Foreign Government expenses must be paid by the PAPS. (see program financial). AGENCY requires PAPs to cooperate with AGENCY's request for documents, evidences and fee schedules. Communication from AGENCY to PAP and from PAP to AGENCY is a two-way endeavor and both must cooperate.

PAPs are required to take a minimum of 10 Hague training hours, but continuing education related to the PAP's adoption will require more than 10 hours based on the actual child referred and the child's special needs and conditions. PAPs will be required to take ongoing training every 6 months until

adoption finalization on fundamental adoption issues. PAPS understand that those trainings are required and must be finalized prior to Home Study (minimum 10 hours) and after referral, prior to travel.

PAPs agree and understand all fees must be paid within 30 days of request, provided on the program financial. If PAPs do not provide documents or fees in a timely manner, the adoption will be put on hold. (see Hold Addendum) No further step in the adoption process can continue until both documents and fees are current. In any case, no travel can be approved to a foreign country until all fees and documents are up to date. AGENCY retains the right to stop the adoption if these conditions are not met.

Either PARTY may terminate this agreement by providing written notice at any time before the child is adopted. Once the child is adopted, the terms of this agreement will govern the post adoption report process.

Initials _____, _____

V. REFERRAL/PLACEMENT OF CHILD

1. It is understood by the PAPs that this agreement does not in any way guarantee that a Child will be placed with them for adoption, but that the AGENCY will make a reasonable effort to secure a placement for them. If three Children have been presented to the PAPs for their consideration for adoption, within the frame of requests made by the PAP (i.e. age, gender, country) and the PAP declines all three for reasons other than medical or psychological concerns, the AGENCY shall consult with the PAP again to evaluate the PAP's parenting criteria compared with the referrals that have been provided for further evaluation of the realities of the program or if adoption in current country is the best choice or another program option. A Child referred to the PAP is considered a service of referral even if the PAP decides not to accept the referred Child.
2. The AGENCY strongly advises the PAP to seek medical consultation regarding each Child referral from an expert of PAPs choosing who is experienced with Children who have been institutionalized abroad and/or familiar with international adoption.
3. Once a referral is given, the PAP has a minimum of 2 weeks to make a decision on the Child to either accept or decline. If the PAP cannot or will not make a decision to accept or decline at the end of the two-week period, the AGENCY Social Services Supervisor will, in the best interest of the Child, reassign the Child's referral information to another family. In some cases, the Central Authority of the country of the Child may require referrals to be returned if no decision is made or if a decline is made by PAP.

PAPs failure to reply to AGENCY concerning a referral or declining of a Child may be seen to the authorities of a country of the child to be 'unreasonable' and may refuse to continue further referrals to PAPs. PAPs may consider another AGENCY program or withdraw. PAPs understand and accept this risk.

PAPs who travel for a 'blind' referral (Ukraine) have reviewed the Child Acceptance Agreement in advance of the trip and will be required to sign the Child Acceptance while in country, after seeing and deciding to accept the child for adoption. When the Agreement is signed, its terms will supplement the terms of this agreement.

4. The PAPs have reviewed the Child Acceptance Agreement in advance and accepts all waivers therein. If the PAP has any questions on the Child Acceptance Agreement, they are to be discussed with a Case Manager. It is further understood that the PAP will be presented with this document at the time of referral. The PAP will review the Child referral information and

AGENCY strongly urges PAP to complete a medical consultation on the referral. Once a decision has been reached the PAP acknowledge that in order to accept the Child referred to them, they must sign the Child Acceptance Agreement in order to move to the next step in the procedure.

5. Once the Child is legally adopted, the PAPs agree to take full control and care of said Child and to watch over and to provide for said Child.
6. Disruption/Dissolution Policy – (see page 17 of this document)

Initials _____, _____

VI. COMMUNICATION/CONFIDENTIALITY/PROHIBITION ON CHILD BUYING

The PAPs understand that correspondence or communication of any kind concerning the adoption with a 3rd party, including but not limited to, the orphanage, facilitator, attorney, or other persons in-country or in the U.S., is strictly prohibited except through direct written permission from the AGENCY and under its supervision. Therefore, communications concerning the child or possibility of a child will be directed to the AGENCY and any breach thereof may be deemed by the AGENCY unethical behavior and a material breach justifying a forfeiture of all funds paid and immediate termination of all adoption services. While this agreement is in effect, PAP shall make no payment of any kind for adoption services or fees to any person or entity other than AGENCY, cooperating home study agencies, government expenses or other entities as AGENCY shall specifically designate. PAPs shall not obtain separate foreign legal counsel, any physician or medical expert without prior permission from AGENCY. This prohibition includes, but is not limited to, any official or employee of any foreign nation or orphanage, any birth parent of a prospective adopted child, and any relative or friend of or person in a position to influence such a birth parent. Any breach of the terms of this subsection is a material breach of this agreement.

The AGENCY will also report the discontinuation of services on a case to all appropriate entities, including the Central Authority.

AGENCY prohibits its employees and agents and PAPs from giving money or other consideration directly or indirectly to a Child's parent(s) or other individuals (s), or an entity, as payment for the Child or as an inducement to release the Child. AGENCY also requires PAP to comply with this prohibition.

1. Blogs, Internet List Serves, Websites and other Postings

PAPs understand that the country they will be adopting from does not want photos or any identifying information, including but not limited to: name, date of birth, city of origin, etc., relating to their children posted on the internet until after the adoption is finalized. This includes, but is not limited to Blogs, List Serves, Websites, social media, etc. PAPs understand that the AGENCY and the government of the country where the child lives can remove referral and cancel the adoption if this term is breached.

PAPs understand that when a referral of AGENCY is given, that child is not legally the PAP's child until the legal process in country grants the final adoption and the court order is signed.

PAPs will NOT post or share any identifying information regarding the referral in any way on the internet prior to adoption finalization. PAPs agree to this condition and any breach of this is a material breach of this agreement.

VII. AGREEMENT REGARDING RISKS OF TRAVEL

PAPs realize that travel is a risk and will provide AGENCY a copy of the exact flight number and travel plan of each family member before PAPs travel to and from the country. In the event that PAP is required, or elects, to travel to the sending country for adoption-related purposes, the following provisions apply;

1. AGENCY cannot ensure the safety of PAPs when traveling in the U.S.A or overseas. All travel involves risks of crime and accident. Travel to a foreign country may involve additional risks and hardships, including but not limited to, exposure to illness or disease, unsanitary or unsafe food and water, inadequate or non-existent medical and dental services, and political instability. PAP should consider all details before traveling overseas or considering a program that requires travel abroad.
2. AGENCY STRONGLY suggests that PAP travel with another adult, if spouse is not traveling, when on an adoption trip. AGENCY also STRONGLY suggests against taking children under 13 with PAPs on adoption trips or taking persons with known health risks or needing special assistance on adoption trips. PAP has been provided with a copy of the release. A release must also be signed by any accompanying friends or family members not adopting on the trip over 18. Releases must be signed by all parties to avoid termination of this agreement.

The PAPs will be solely responsible for paying all costs of any and all travel and travel activities of the PAPs and the child including, but not limited to: airfare, airport taxes, exit fees, accommodations, meals, taxis, entertainment, guides, sightseeing, and travel insurance, delay costs, change costs associated with unknown delays and inconveniences, disclosed on Financial Agreement. The PAPs shall be solely responsible for obtaining and paying for their own passport and/or travel visa. PAPs agree and understand that THE AGENCY IS IN NO WAY RESPONSIBLE TO REIMBURSE THE PAP FOR TRAVEL EXPENSES for PAPs or anyone traveling with PAPs, whether or not the adoption finalizes or not or regardless of number of trips to accomplish the adoption.

3. AGENCY may recommend travel agents, visa service companies, guides, airport greeters, or accommodations in order to assist PAPs in their overseas visit. PAP acknowledges that any such travel agents, greeters, or guides that are not the agents or employees of AGENCY are not and cannot be guaranteed or assure the cost, reliability, or availability of those arrangements.
4. PAPs understand and agree as follows:
 - a. That there are risks of travel.
 - b. That "travel" includes, but is not limited to, traveling at a certain time, by way of a certain destination, or by a certain means of transportation.
 - c. That the "risks of travel" include, but are limited to, war, terrorism, political or social conflict, illness including medical diseases or outbreaks, delay, inconvenience, and negligence of transportation providers, accidents, and medical emergencies.
 - d. That the PAPs assume all risks of travel and shall not recover from the AGENCY for any expense, loss or harm resulting from the risks of travel.
 - e. That when the AGENCY notifies the PAPs that it is time for the parents to travel to visit a child, the AGENCY is not making any representation regarding the safety or advisability of travel, and is not responsible for any expense, loss or harm resulting from the risks of travel.

- f. That this agreement shall be enforceable by and against the executors, administrators, heirs, agents, representatives, employees and successors of the parties to this agreement.
- g. PAPs have been advised by the AGENCY to purchase travel insurance which may cover loss in the event of an accident or medical emergency including air-evacuation while on trip.
- h. PAPs have been advised by the AGENCY to purchase fully refundable and changeable tickets in the event of delayed or cancelled travel.
- i. PAPs have been advised that traveling alone is not suggested. It is very helpful to have the support and assistance of a traveling companion. Single parents should consider bringing a friend or family member with them while traveling abroad.
- j. PAPs have been advised to check the status of the immunizations for every family member or friend who is planning to travel.
- k. PAPs have been provided with the link to the CDC website and requested that we speak to our local health department about recommended vaccinations. www.cdc.gov, traveler's health link.
- l. PAP shall check the CDC website for current information on outbreaks in the areas of child's country.
- m. PAP has been advised to seek AGENCY representative in case of an emergency.

Initials _____, _____

VIII. CHILD'S IMMIGRATION

AGENCY and those representatives working with AGENCY in the foreign country will make reasonable efforts to assist the PAPs in obtaining all necessary documentation that is needed for the child to travel legally to enter the USA, including passport, exit documents and U.S. entry visas. AGENCY is not liable for delays in the issuance of any documents related to the child to travel to the USA or residence of the PAPs. PAP is solely responsible for the immigration process for the child adopted, including completing and submitting all documents necessary to obtain passports or travel or immigrant visas for the child. PAPs understand and accept this obligation.

Initials _____, _____

IX. POST PLACEMENT AND POST ADOPTION REPORT DOCUMENTATION/ACTIONS

1. After adoption, the PAPs understand and agree to comply with post adoption or post placement requirements of all local state and foreign country requirements associated with the adoption of the child and to supply to the AGENCY a complete copy of all court documents and birth certificate from the child's adoption inter-country within thirty (30-60) days after arrival into the United States at which time AGENCY will then notify the US Central Authority of the finalization of the adoption. Specific post adoption requirements will be provided to the PAPs prior to referral of the child. The PAPs agree to pay for and comply fully in furnishing the AGENCY with required post-placement/post-adoption (PP/PA) reports including photos and, if necessary, translations and seals paid by the PAPs at the time of the report. The Post Placement/Post Adoption report fees will be paid in advance at the time of the Home Study approval in AGENCY licensed states (FL, LA, TX, UT, ID, WA) if AGENCY is providing these services or a Post Adoption Report (PAR) deposit will be collected for each required report. The PAR deposit will be held by AGENCY until each PP/PA report and requirements are completed according to this agreement. If the adoption does not take place the pre-paid PP/PA report fees may be

refundable, in the event of dissolution or disruption, the PP/PAR deposit is non-refundable. The PAP also understands that, should they fail to complete the required post-placement/post-adoption reports as agreed, the PAR deposit will be forfeited and used to obtain the PAR. The AGENCY may take legal action including contacting the PAP' state of residence to investigate. See **Schedule A** attached for Post-Placement/Post-Adoption Requirements by country.

2. The PAP understands that if a PAR deposit has been received by AGENCY, each deposit will not be refunded until all PAR's (post adoption reports), written by a social worker has been received by AGENCY. The final PP/PA deposit will be refunded when the report and final adoption documents have been received by the AGENCY (including the Child's U.S. certificate of citizenship) Final adoption documents must be received within 30 days of the required due date specified on **Schedule A** for Post-Placement/Post-Adoption Requirements by country.
 - a. If the PAP resides in one of the AGENCY'S licensed states (FL, LA, TX, UT, ID or WA) then the AGENCY Social Worker will prepare the home study, post placement/post adoption reports and provide the family with the fee schedule for these services. All required Social Worker PP/PARs must be paid for prior to the release of the home study by the AGENCY Social Worker (See state specific Home Study Fee Agreement).
 - b. If the PAPs DO NOT reside in a licensed state or do not use AGENCY for their home study, they must use an agency that has an agreement with AGENCY for their home study report and post placement/post adoption report(s) - (a list of exempted/ supervised providers is available upon request). These providers will provide the fee schedule for those services. If proof of prepayment for all of the required reports is not received by AGENCY at referral acceptance, a PAR deposit will be required as specified on the Program Financial Agreement.
3. **Injunctive Relief for Breach.** PAP specifically acknowledge the necessity for the post-placement/post-adoptive reports required above and agrees that, in addition to all other rights and remedies which AGENCY may have as an additional and cumulative remedy, AGENCY may specifically enforce PAPs agreement to pay for, participate in, and obtain the post-placement/post-adoptive reports by applying to any court of competent jurisdiction for injunctive relief.

In the event that AGENCY must retain the services of an attorney to enforce PAPs agreement to pay for, participate in, and obtain the post-placement/post-adoptive reports required above, PAP agrees to pay all of AGENCY's attorney's fees and actual cost incurred in so doing.

Initials _____, _____

X. POST ADOPTION REPORT FOLLOW UP PROCEDURE

Prior to when the adoptive family arrives home with newly adopted child, the case manager emails a Welcome Home Packet to both the family and their social worker.

This email contains the schedule of the due dates of their post adoption reports; the format to be used; specification on number of photos; and necessary translations and seals, if applicable. Their social worker is also copied on this email.

The case manager updates the database with all closed information and adds the post placement report schedule into the child info field. This will generate the auto response emails that are routed to the case manager, adoptive family and their social worker on upcoming due dates 30 days prior to the due date.

The Post Adoption Assistant and Case Manager reviews all post placement/adoption reports when they arrive at the office. The Post Adoption Assistant emails the AP and social worker (if applicable) that they have been received, as well as note it on the disposition in the database. The Assistant will also check off the reports on the database and make sure that the next reminder is there and accurate. They will also check to see if the PAP has sent a copy of the final documents from the country as required. If they have not, she will email the case manager reminding them to follow up.

The post adoption follow-up responsibility is designated to the Post Adoption Assistant, who works directly with the Post Adoption/Post Placement Coordinator. A monthly report is generated from the database and sent to the post placement supervisor showing all post adoption reports that are past due.

Once the post adoption report is **thirty days (30)** past the due date, the PAC or assistant will follow up by sending an email to the AP. This email will also be sent to the Social Worker if the report was to be written by them.

A follow up phone call to the PAP's home/cell phones (and to the social worker, if this was not a self-generated report) is made by the post placement supervisor or assistant several days after the email reminder is sent. All attempts to contact or contact made will be documented in the database.

If there is no response, **sixty days (60)** past the due date, the PAC or assistant sends a certified letter to the AP's mailing address letting them know additional action will be taken. If their social worker was required to complete the delinquent report, they will also be sent a copy of the certified letter.

If there is no response, **thirty days (30)** after the certified letter is sent, a request to the local Police authorities for a Well-Child Check will be made at the discretion of the PAC or the social worker.

If AP cannot be found by email, phone or certified letter additional steps by the PAC must be taken to locate them. These may include but not be limited to:

- Contacting the social worker and their agency to ask them for any additional phone numbers or contact info.
- Calling references on file, including the family member reference
- Calling references listed on the application
- Trying to locate PAP on social media sites (Facebook)

When received, the Assistant opens the post adoption reports; reads each one; logs in all reports received (on both the paper file and the database). Post placement supervisor:

- Writes a review of the post adoption report in the database
- Emails the AP (and social worker, if applicable) that report and photos received
- Notifies AP if the report is lacking required photos
- Adds date received into data base
- Verifies that all upcoming reports due dates are in the database (including AP generated reports for however many years needed)
- Pins copy of paper report into AP case file (or dummy file if mailed file is archived)
- Checks off report received
- Scans those needed and gives final copies to case managers to send to country as is normally done.

In the event that a number of attempts to contact the PAP are unsuccessful, depending on the requirements of the country, a letter is written by the post placement supervisor listing information on those attempts and sent in place of the post adoption report(s). A copy of this explanation letter will be placed in the case file and in the database.

Initials _____, _____

XI. FAMILY ADOPTION SERVICE PLAN

AGENCY acts as a primary provider when providing the following 6 adoption services by developing and putting into practice a service plan to provide adoption services or will oversee a supervised or an exempted provider. Under the Hague definitions, the Primary Provider is an accredited AGENCY (or person) and is responsible for ensuring that all six adoption services are provided. The AGENCY is also responsible for monitoring exempted or supervised providers if they are used. PAP must submit a signed Family Service Plan located on the AGENCY website and the DocuSign sent to the PAPs. The Family Service Plan is specific to each case and must be sent with AGENCY Retainer Agreement.

This Family Service Plan outlines each of the six adoption services as outlined in The Hague 96.2 and who is responsible for:

1. Identifying a Child for adoption and arranging an adoption
2. Securing the necessary consent to termination of parental rights and to adoption
3. Performing a background study on a Child or a home study on a prospective adoptive parent(s) and reporting on such a study

Home Study: AGENCY provides home studies for PAPs or will supervise the exempted provider to include final approval of the home study. AGENCY will be supervising as outlined in the signed home study provider agreement on file throughout the case.

4. Making non-judicial determinations of the best interests of a Child and the appropriateness of an adoptive placement for the Child
5. Monitoring a case after a Child has been placed with prospective adoptive parent(s) until final adoption
6. When necessary, because of a disruption before final adoption, (disruption happens BEFORE final adoption has happened), assisting those assuming custody and providing (including facilitating the provision of) Childcare or any other social service pending an alternative placement.

The PAP will receive case specific Family Service Plan for each adoption program and should refer to it to identify who will be responsible in completing these duties specific to PAPs case. Once a child has been referred, a new, specific Family Service Plan will be sent to PAPs which lists the entities responsible specifically connected with that child, if different from the original Family Service Plan signed at application due to the location of the child in the country of program.

The following is a professional team of individuals that will be assisting in PAP case.

- a. **Your AGENCY Social Worker** conducting your home study is: _____.

(Performing a home study evaluation on a prospective adoptive parent(s) and reporting on such a study). If PAPA lives in Florida, Idaho, Louisiana, Texas, Utah, or Washington, PAPA use CHI social worker and this individual works for AGENCY and is responsible for performing a home study and reporting on such a study as well as the determination of the appropriateness of adoptive placement for the child. AGENCY will also be counseling PAPA on the clinical aspects of the adoption, to include such issues as; preparing PAPA for all aspects of placement of an international child in PAPA home, discussing child adjustment, realities of difficulties when adopting internationally, discussing the child referral and following up with post adoptive services once the child arrives home. PAPA will be billed by AGENCY and pay for these services.

If PAPA does not live in Florida, Idaho, Louisiana, Texas, Utah, or Washington (AGENCY licensed states):

PAPA Social Worker is: _____ and represents the following

Agency: _____. (Performing a background study on a Child or a home study on a prospective adoptive parent(s) and reporting on such a study). This is PAPA Home Study Provider. This individual/home study agency is not employed with AGENCY.

We require all social workers to be employed with an adoption AGENCY and AGENCY must have an exempted/supervisory agreement with the AGENCY to perform your home study. This exempt agency/individual is responsible for performing a home study evaluation and reporting on such a study, as well as, making a determination of the appropriateness of adoptive placement for the Child. Exempted Agency will also be counseling PAPA on the clinical aspects of the adoption, to include such issues as; preparing PAPA for all aspects of placement of an international Child in PAPA home, discussing Child adjustment, realities of difficulties when adopting internationally, discussing the Child referral and following up with post placements once the Child arrives home.

Exempted Agency (Agency not CHI providing home study and post adoption services) will provide post adoptive monitoring of the case until final adoption and where made necessary by disruption before final adoption and may assume custody and provide Childcare or any other social services pending an alternative placement.

AGENCY is a non- custodial AGENCY and will not be taking custody of the Child at any time. PAPA will pay for these services directly and be billed by your social worker directly. PAPA will pay the home study AGENCY directly for their services provided.

IMPORTANT: PAPA home study AGENCY must be Hague Accredited unless there is no Hague Agency in the local area. AGENCY's Social Services Supervisor must approve PAPA home study provider prior to beginning of PAPA home study. AGENCY will be the primary provider in all placing cases and must have a signed agreement and supporting documentation with PAPA home study provider on file.

PAPA understand and agree that if Exempted home study AGENCY for any reason ceases business, PAPA will arrange to contract with another eligible Exempted home study AGENCY in their state within thirty (30) days of notification of the Exempted home study agency's plan to cease business. PAPA understand that this may necessitate a home study update or addendum depending on factors such as where they are in their adoption process. Any changes or updates needed due to the home study/exempted provider ceasing business, the costs associated with those updates are the responsibility of the PAPA. PAPA understand that failure to align with a new Exempted home study/post placement agency in a timely manner may result in the nullification of the placement contract with AGENCY.

- b. PAPA AGENCY Social Services Supervisor is: _____.
This individual is employed by AGENCY and is responsible for supervising PAPA case. This individual is available for consultation with PAPA's home study social worker which includes both reviewing and approving the Home Study and when the time comes, they will be sending the Child referral to the family and associated home study social worker.
- c. The AGENCY's International Specialist for PAPA is: _____.
This individual is employed by AGENCY and is responsible keeping the Case Manager informed of all in-country processing. Once PAPA's have accepted the Child's referral through the AGENCY's Social Services Supervisor, PAPA's will work with this individual during pre-travel preparation and in country stay.
- d. The AGENCY's Case Manager for PAPA case is: _____.
This individual is also employed by AGENCY and is responsible for most daily family communication and file management, case status and helping PAPA's prepare the dossier and keeping PAPA's informed of all in-country processing. Communication will primarily come in the form of email, database message or phone. AGENCY staff are available to PAPA's Monday - Thursday 9—5 Pacific Standard Time and Friday's 9-12 PST, excluding holidays.
- e. PAPA AGENCY foreign representative (working for you in the country) is: _____.
This individual is directly employed/supervised by AGENCY and will aid as the direct contact during PAPA's in-country processing with the help of the International Specialist. This individual would also assist PAPA's regarding any adoption related problems that may arise while in country. AGENCY abides by each specific countries policies and procedures and provides the appropriate services based on each country's requirements.

Initials _____, _____

XI. MUTUAL RESPECT OF AGENCY AND PAPA

AGENCY and its employees will communicate with PAPA's in a mutually respectful way, following ethical practices and confidential policies. AGENCY's employees will refrain from personal, threatening attacks of PAPA's or inappropriate language. Likewise, PAPA's understand and agree that they are expected to treat AGENCY's employees with mutual respect and use language that is appropriate. PAPA's will refrain from using foul language or aggressive behaviors or language that is threatening to AGENCY employees. If PAPA's feel they were treated inappropriately, PAPA's should follow the complaint procedure found on this agreement. If AGENCY feels PAPA's have violated this agreement, AGENCY can require PAPA's to communicate only to AGENCY through their home study social worker, require counseling or consider possible discontinuation of the adoption process.

Initials _____, _____

XII. CLIENT COMPLAINT PROCEDURE

Children's House International encourages all parties to discuss concerns related to AGENCY'S services with the direct staff and supervisor of the staff member involved prior to filing a formal complaint. Complaints can be filed as noted below at any time.

Additionally, if after these steps have been taken and a satisfactory resolution does not result, the

following process can be utilized at any time:

The individual may send their complaint in the following manner:

1. Email the complaint to the following address: agency@chiadopt.org Attention: Formal Complaint.
2. Complainant must describe the issue and previous attempts to resolve the problem, if any. Include dates and names of persons involved at this point. The complaint is logged into the Complaint system and will be registered in the agency's complaint registry, by the Executive Assistant.
3. The Clinical Social Worker not directly involved with a PAP case will:
 - Provide an acknowledgement of the complaint to the individual within five (5) business days of the receipt of the complaint;
 - Will review the case and all facts and details, including taking steps to investigate the complaint and/or interview the complainant;
 - After careful consideration, the Clinical Social Worker will issue a response and communicate this in writing to the Complainant within thirty (30) working days of receipt of the complaint.
4. Children's House International is committed to providing an expedited review of all complaints that are time sensitive or need to be expedited or that involve allegations of fraud. In the case of fraud, the Clinical Social Worker will provide an expedited review of the complaint within five (5) working days of the receipt of the complaint.

If the complainant is not satisfied with the response of the Clinical Social Worker, the individual may require further review from the Executive Director. The request for review must:

- Be written or emailed to agency@chiadopt.org, Attention: Executive Director
 - Submitted within 20 working days of receipt of the Clinical Social Worker's response to the initial complaint.
 - Specify the nature of the objections to the decision or conclusions contained in the initial Clinical Social Worker's response.
5. The Executive Director will:
 - Review the matter and consider all relevant and available facts and circumstances.
 - Respond in writing within thirty working days of the date of Agency receipt of the request for review.
 6. The decision made by the Executive Director is final.

Written Complaints to Third Parties

7. The individual is free at any time to file the complaint with The Hague Complaint Registry, <https://travel.state.gov/content/travel/en/Intercountry-Adoption/about-adoption-service-providers/hague-complaint-registry.html>. All PAP's applied with AGENCY are given this grievance/ disclosure information in the agreement signed between the PAP and AGENCY. The complainant may also contact the State's adoption AGENCY licensing authority at:

- **Florida Department of Children and Families
Office of Family Safety
1317 Winewood Boulevard -- Building 1
Tallahassee, FL 32399-0700**

- **Utah Department of Human Services
Office of Licensing
195 North 1950 West
Salt Lake City, UT 84116**
- **Washington Department of Social and Health Services
Division of Licensed Resources
PO Box 45700
Olympia, WA 98504**
- **Louisiana Department of Children and Family services DCFS Licensing
PO Box 260036
Baton Rouge, LA 70826**
- **Texas Dept. of Family and Protective Services
Child-Care Licensing
1425 E. 40th Street
Houston, Texas 77022**
- **Idaho Department OF Health and Welfare
Children’s Residential Licensing
3232 Elder St.
Boise, ID 83705**

8. Children’s House International maintains a written record of each official, registers complaint received pursuant to the introduction of this section and the steps taken to investigate and respond to it, as stated above, and makes this record available to IAAME or the Secretary upon request.
9. Children’s House International does not take any action to discourage a PAPs or individuals from filing a complaint, nor retaliate against PAPs or an individual for making a complaint, expressing a grievance, providing information in writing or interviews to IAAME on Children’s House International performance, or questioning the conduct or expressing an opinion about the performance of Children’s House International. This information is also given, trained and agreed to by personnel.

Initials _____, _____

XIII. ALTERNATIVE DISPUTE RESOLUTION.

Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be submitted to binding arbitration administered by the Washington Arbitration and Mediation Service (WAMS) in its Seattle office. Prior to initiating any arbitration proceeding arising from or relating to this Agreement, the relationship between the PAPs and the AGENCY, or services provided by the AGENCY, Parties must participate in voluntary mediation. Mediation shall take place in Lynden, Washington, and shall be governed by Washington law. Each party shall pay one half of the cost of the mediation, including the mediator’s fees. The mediator shall be selected from WAMS’s panel of mediators.

If mediation fails and arbitration of any dispute is required, the decision of the arbitrator shall constitute a final and binding adjudication of all matters submitted to arbitration. The decision, including any judgment on any award rendered by the arbitrator, shall be entered in the King County Superior Court of Washington under Washington Law. The parties expressly waive any right to appeal the decision. The

losing party in any action under this Agreement, shall pay/reimburse any and all of the prevailing party's expenses incurred in defending or enforcing this Agreement, including arbitration costs, arbitration fees and reasonable attorney fees. However, until such time as a prevailing party is determined, each party shall pay its own attorney fees and expenses during the pendency of the arbitration, and one-half of any arbitrator's fees and expenses.

"To the extent the mandatory arbitration provision contained herein is deemed unenforceable, then any dispute arising out of or in any way related to this Agreement must be brought exclusively in the King County Superior Court with venue proper only in Seattle, Washington. The Parties hereto unequivocally submit themselves to the exclusive personal jurisdiction of all state courts in Washington for any dispute arising under or in any way related to this Agreement. The prevailing party in any such dispute shall be entitled to recover reasonable attorney fees and costs incurred from the non-prevailing party."

Any liability of the AGENCY, its employees, contract workers or agents for any claim arising out of or relating to this agreement, shall be limited to the total of fees paid to the AGENCY by the parents.

PAP's understand and agree, any liability of AGENCY or its employees or agents, for any claim arising out of this agreement, including but not limited to claims arising out of the alleged or actual negligence of AGENCY or its employees or agents, shall be limited to the total amount of fees paid by PAPs directly to AGENCY.

Initials _____, _____

XIV. DISRUPTION OR DISSOLUTION POLICY

If, after returning home with the child (ren) PAPs ultimately decide that they cannot parent their adopted child/ren, for whatever reason, PAPs are responsible to inform AGENCY for further evaluation and resources and PAP is responsible if respite or outside care, is needed for the child/ren. PAP understands that AGENCY is required to report the situation to the Department of State, IAAME/accrediting body and the Central Authority of the child's origin. Any dissolution of the adoption shall take place through a legal, domestic AGENCY or adoption attorney and not through "re-homing" or unregulated custody exchange of the child's home.

The **dissolution** of an adoption occurs when an adoption ends after it is legally finalized, resulting in the child's return to (or entry into) foster care or placement with new adoptive parents through legal steps. Dissolution can happen in the country of origin if a PAPs decide for whatever reason not to take the child home after final adoption. The PAPs may have expenses and responsibilities under the country laws if dissolution takes place in the foreign country apart from the responsibilities of the USA and USCIS laws.

A **disrupted** adoption occurs when the adoption ends after the child is placed in an adoptive home and before the adoption is legally finalized, resulting in the child's return to (or entry into) foster care or placement with new adoptive parents.

The PAPs agree that if they reject or surrender any child after physically receiving said child through disruption or dissolution, that **no monies paid to or through the AGENCY are refundable** and that the PAPs will be responsible for the care of child per day, until the child is placed in an alternative legal adoptive home, or while still in the child's country of origin.

In the case of a crisis situation it is the responsibility of the PAP's to inform AGENCY so that appropriate interventions (aimed at ensuring the best interests of the child in the placement) can be made as soon as possible.

Dissolution or disruption of an adoption should only be considered after all other options have been tried and failed. The child should always remain the primary concern when dealing with families in crisis. If the adoption of a child is final in the country of origin or the country grants the client guardianship, the client is legally and financially obligated to provide care for said child. PAP is legally and financially required by the country of origin to follow the steps for dissolution according to the specific country's laws. (See Schedule A for details specific to your program). AGENCY provides the details for those steps in the specific country's Letter of Understanding.

All schedules and attachments are considered to be part of the original content of the contract and are agreed to by the PAP. A signed family Service Plan must be included with the AGENCY Retainer Agreement.

Initials _____, _____

XV. RELEASE OF INFORMATION

PAP's agree, by signing this agreement, and authorize AGENCY to release copies of any and all records or other information AGENCY may have concerning PAPs to, any cooperating agency providing services to the PAPs working together with AGENCY on PAPs behalf, or any government, foreign or domestic or their associated personal, or service agents or coordinators, that would have need of PAPs information for the purpose and in order to process the adoption case of PAPs.

PAPs understand and releases AGENCY from all legal responsibility or liability that may arise from the release of information for the purposes of adoption processing. PAPs understand acknowledges that the information can and will include personal, medical, financial, criminal, mental health and any other information required to be acknowledged for the purposes of adoption.

This agreement shall be binding upon and shall insure to the benefit of the executor, administrators, heirs, successors and assigns of the parties to it.

This agreement shall be interpreted and governed in accordance with the laws of the State of Washington.

If this document is altered in anyway it will be considered invalid.

Any notice or other communication required or permitted under this Agreement shall be effective only if it is in writing and 1) delivered personally, 2) sent by email, or 3) sent by certified mail, postage prepaid, to the AGENCY's headquarters.

If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Agreement and the provision in question will be modified by the court so as to be rendered enforceable in a manner consistent with the intent of the Parties insofar as possible.

This Agreement may be signed in counterparts and the counterparts taken together will constitute one agreement. Facsimile, photographed, or scanned signatures shall be deemed as effective as original signatures.

The signing of this agreement by AGENCY does not guarantee AGENCY's approval of PAPs as adoptive parents, AGENCY's consent to an adoption by PAPs, or that AGENCY will provide additional adoption services.

AGENCY cannot guarantee, that AGENCY can approve PAP's adoption application due to the fact that the PAP must be evaluated in several phases and with several USA Governmental agencies and Foreign Government agencies. Conditions and criteria of any international program can change daily and can affect a PAP during each step of the process. PAPS understand and accept this risk.

The PAPs have reviewed this document and fully understand the document and have asked for more clarification if needed before signing and agreeing to the conditions of this Agreement. PAPs are advised to seek the advice of legal counsel prior to signing this agreement.

Date Signed _____

Initials _____, _____

Prospective Adoptive Parent

Prospective Adoptive Parent

Printed Full Name

Printed Full Name

Children's House International Representative

REVIEW ONLY