



**AGENCY RETAINER AGREEMENT (HS/PAR)**

\_\_\_\_\_ 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 provide pre/post adoption services. They agree to abide by the requests, rules and regulations of the AGENCY and its designee in relation thereto. They agree to adopt said child as their own child and 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 both before and after adoption 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. 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.

2. 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
- Rickets
- Measles
- Ear Infections
- Developmental Delays
- Reactive Attachment Disorder
- Sensory Integration Disorder
- Deafness
- Sexual and Physical Abuse
- Neurological Abnormalities
- Attention Deficit Disorder/Attention Deficit Hyperactivity Disorder
- Hearing Problems

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

The PAP hereby agree to reimburse the AGENCY for any expenses incurred or time expended on behalf of the PAP in pursuit of completion of the home study and/or post adoption reports, as itemized on the financial agreement.

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.

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 understand that they and any adult household member(s) must disclose any criminal history or history of abuse, even if the event did not lead to any conviction or substantiated allegation, or if any conviction was expunged, sealed, pardoned, or otherwise cleared. PAP understands that this duty to disclosure is ongoing, and 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 case will need to be closed. Each case will be carefully reviewed on a case-by-case basis. If PAPs case is closed, then AGENCY will return any funds domestically or abroad to which the PAP may be entitled within sixty (60) days of closure, 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 as 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 occur 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

PAPs will be required to provide AGENCY with evidences of the PAPs 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. Any updates and/or amendments to a home study must be paid by the PAPs (see 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 PAPs adoption will require more than 10 hours based on the actual child referred and the child's special needs and conditions. PAPs understand that all trainings are required and must be finalized prior to home study approval (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 financial. No home study or post placement/adoption report will be started until all fees are paid.

Either PARTY may terminate this agreement by providing written notice at any time before the completion of the home study or post placement/adoption reports.

It is understood by the PAPs that requests for services does not guarantee a favorable home study or post placement/adoption report. AGENCY will work cooperatively with PAPs Primary Provider/Placing Agency throughout the adoption process.

Initials \_\_\_\_\_, \_\_\_\_\_

#### V. COMMUNICATION/CONFIDENTIALITY/PROHIBITION ON CHILD BUYING

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. 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 PRIMARY PROVIDER, USCIS, and the Central Authority, as applicable.

Initials \_\_\_\_\_, \_\_\_\_\_

#### VI. AGREEMENT REGARDING RISKS OF TRAVEL

PAPs realize that travel is a risk and will provide AGENCY a copy of the exact flight number and/or 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.

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, 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 regardless of number of trips to accomplish the adoption.

3. 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. PAPs have been advised by the AGENCY to purchase fully refundable and changeable tickets in the event of delayed or cancelled travel.
- f. 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.
- g. PAPs have been advised to check the status of the immunizations for every family member or friend who is planning to travel.
- h. That this agreement shall be enforceable by and against the executors, administrators, heirs, agents, representatives, employees and successors of the parties to this agreement.
- i. 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.
- j. PAPs have been provided with the link to the CDC website and advised to speak to PAP's local health department about recommended vaccinations. <https://wwwnc.cdc.gov/travel/>
- k. PAP shall check the CDC website for current information on outbreaks in the areas of child's country.
- l. PAPs have been advised to seek AGENCY representative in case of an emergency.

Initials \_\_\_\_\_, \_\_\_\_\_

## VII. 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 inter-country adoption within thirty (30-60) days of after arrival into the United States, at . 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 deposits will be paid in advance at application submission. If the adoption does not take place the pre-paid PP/PA report deposits may be refundable. The AGENCY may take legal action including contacting the PAP' state of residence to investigate.
2. **Injunctive Relief for Breach.** PAP specifically acknowledge the necessity for the post placement/post adoption 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 adoption 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 adoption reports required above, PAP agree to pay all of AGENCY's attorney's fees and actual cost incurred in so doing.

Initials \_\_\_\_\_, \_\_\_\_\_

## VIII. POST ADOPTION REPORT FOLLOW UP PROCEDURE

Once the post placement/post adoption report is **thirty days (30)** past the due date, AGENCY's post adoption coordinator or assistant will follow up by sending an email to the PAPs. 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 PAPs home/cell phones (and to the social worker, if this was not a self-generated report) will be made by AGENCY's post adoption coordinator or assistant several days after the email reminder is sent. Once the post placement/post adoption report is ninety days (90) past the due date, the PPR/PAR deposit may be forfeited and used to pay for the social worker to evaluate and write a post placement/post adoption report.

If there is no response, at **six months** past the due date AGENCY's post adoption coordinator or assistant will send a certified letter to the PAPs mailing address letting PAPs know additional action will be taken. If PAP's social worker was required to complete the delinquent report, the social worker 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 authorities for a welfare check will be made at the discretion of the post adoption coordinator or the social services supervisor.

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

- Contacting the social worker and their agency, asking them for any additional phone numbers or contact info.

- Calling references on file, including the family member reference
- Calling emergency contacts listed on the application
- Trying to locate PAPs on social media sites (Facebook)

In the event that a number of attempts to contact the PAPs were unsuccessful, depending on the requirements of the country, a letter will be written by the post adoption coordinator 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 may also be reported to the U.S. State Department.

Initials \_\_\_\_\_, \_\_\_\_\_

**IX. FAMILY ADOPTION SERVICE PLAN**

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

- a. **Your AGENCY Social Worker** conducting your home study/post placement/adoption reports is:

\_\_\_\_\_.  
 (Performing a home study/post placement/post adoption evaluation on a prospective adoptive parent(s) and reporting on such a study). If PAPs lives in Florida, Idaho, Louisiana, Texas, Utah, or Washington, PAPs use CHI social worker and this individual works for AGENCY and is responsible for performing a home study (or post adoption/post placement report) 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 PAP on the clinical aspects of the adoption, to include such issues as; preparing PAP for all aspects of placement of an international child in PAPs 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. PAP will be billed by AGENCY and pay for these services.

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

- b. PAPs AGENCY Social Services Supervisor is: \_\_\_\_\_.  
 This individual is employed by AGENCY and is responsible for supervising PAPs case. This individual is available for consultation with PAP’s home study social worker which includes both reviewing and approving the Home Study and when the time comes.

Initials \_\_\_\_\_, \_\_\_\_\_

**XI. MUTUAL RESPECT OF AGENCY AND PAPS**

AGENCY and its employees will communicate with PAPs in a mutually respectful way, following ethical practices and confidential policies. AGENCY’s employees will refrain from personal, threatening attacks of PAPs, or inappropriate language. Likewise, PAPs understand and agree that they are expected to treat AGENCY’s employees with mutual respect and use language that is appropriate. PAPs will refrain from using foul language or aggressive behaviors or language that is threatening to AGENCY employees. If PAPs feel they were treated inappropriately, PAPs should follow the complaint procedure found on this agreement. If AGENCY feels PAPs have violated this agreement, AGENCY can require PAPs to



communicate only to AGENCY through a designated representative, require counseling, or consider possible discontinuation of the adoption process.

Initials \_\_\_\_\_, \_\_\_\_\_

## X. CLIENT COMPLAINT PROCEDURE

The Client Complaint Procedure is designed to provide any birth parent, PAP, or adoptee to voice a complaint directly with CHI. They play a vital role in the agency's quality assurance program, as a means of improving agency operation and delivery of services. All dated written or electronic (including by email or facsimile) complaints about any of the services or activities of CHI (including its use of exempt/supervised providers) that the individual believes raises an issue of compliance with The Hague Convention, the Intercountry Adoption Act (IAA) or the regulations implementing the IAA. CHI advises such individuals of the additional procedures available to them under subpart J of this part and the accrediting entity's policies and procedures if they are dissatisfied with the agency's response to their complaint.

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.

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](mailto:agency@chiadopt.org) Attention: Formal Complaint. All complaints must include the name of the complainant.
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](mailto: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**
- **Idaho Department OF Health and Welfare**  
**Children's Residential Licensing**  
**450 West State St., 6<sup>th</sup> Floor**  
**Boise, ID 83705**
- **Louisiana Department of Children and Family services DCFS Licensing**  
**PO Box 3078**  
**Baton Rouge, LA 70821**  
**225-342-4350**
- **Texas Dept. of Family and Protective Services**  
**Child-Care Licensing**  
**1425 E. 40<sup>th</sup> Street**  
**Houston, Texas 77022**
- **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**

8. Children's House International maintains a written record of each official, registered 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 CEAS or the Secretary upon request.

9. Children's House International provides to CEAS and the Secretary, on a semi-annual basis, a summary of all official complaints received pursuant of the introduction of this section during the preceding six months (including the number of official complaints received and how each official complaint was resolved) and an assessment of any discernible patterns in official complaints

✉ Washington Office: P.O. Box 447, Lynden, WA 98264

Email: [info@chiadopt.org](mailto:info@chiadopt.org) Telephone: 360-383-0623

Licensed in: Florida, Idaho, Louisiana, Texas, Utah, and Washington

received against Children’s House International to the introduction of this section along with information about what systematic changes, if any, were made or are planned by Children’s House International in response to such patterns.

10. Children’s House International does not take any action to discourage any individuals from filing a complaint, nor retaliate against any individual for making a complaint, expressing a grievance, providing information in writing or interviews to CEAS 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 \_\_\_\_\_, \_\_\_\_\_

## **XI. 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 PAPs.

PAPs 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 \_\_\_\_\_, \_\_\_\_\_

## XII. 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 PAPs are responsible if respite or outside care, is needed for the child/ren. PAP understands that AGENCY is required to report the situation to the PAPs Primary Provider/Placing Agency. 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 or state 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 **disruption** occurs when the prospective adoptive parents decide to stop the process leading to final adoption and no longer intend to proceed with legal finalization of the adoption, 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 PAPs 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. AGENCY will work cooperatively with PAPs Primary Provider/Placing Agency

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 PAPs guardianship, the PAPs are legally and financially obligated to provide care for said child. PAPs are legally and financially required by the country of origin to follow the steps for dissolution according to the specific country’s laws.

**All schedules and attachments are considered to be part of the original content of the contract and are agreed to by the PAP.**

Initials \_\_\_\_\_, \_\_\_\_\_

## RELEASE OF INFORMATION

PAPs 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 and acknowledge 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 any way 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.

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 \_\_\_\_\_

\_\_\_\_\_  
Prospective Adoptive Parent

\_\_\_\_\_  
Prospective Adoptive Parent

\_\_\_\_\_  
Printed Full Name

\_\_\_\_\_  
Printed Full Name

\_\_\_\_\_  
Children's House International Representative