

## INTERNATIONAL ADOPTION AGREEMENT

**THIS AGREEMENT** is made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between A Helping Hand Adoption Agency located in Lexington, Kentucky (afterwards called Agency), and \_\_\_\_\_ and \_\_\_\_\_, who reside(s) in \_\_\_\_\_ (afterwards called Client).

Agency is a non-profit, Kentucky-licensed agency providing international adoption services; and Client desires to adopt a child internationally using the services of A Helping Hand;

**Therefore**, the parties agree as follows:

### 1.0 AGENCY SERVICES.

1.1 **United States program services.** In return for the Fixed Agency Fee set forth in Attachment A, Agency will provide the following services:

- a. Parent education resources and information intended to assist Client in understanding international adoption, completing the United States immigration process, and completing other legal requirements for international adoption.
- b. Dossier preparation assistance, advice, and help.
- c. Provide the means of interaction with (and the means to flow within the foreign system of) one or more qualified Foreign entities or government organs involved in international adoptions from the birth country of choice.
- d. Reviewing Client's dossier before submission to the Convention Country.
- e. Submitting Client's dossier to the Convention Country.
- f. Regular updates on the progress of Client's dossier in the Convention Country.
- g. Upon receiving of a referral, delivering it to Client and assisting Client with completion of referral paperwork.
- h. Monitoring of post-placement/post-adoption reporting as required by Agency, State, Federal, and Foreign country law.

1.2 **Foreign country program services.** In return for the Fixed Agency Fee set forth in Attachment A, Agency will provide the following services either directly or through its partners or foreign government entities:

- a. Reasonable efforts to identify and arrange for the adoption of a child, with due diligence and consideration of Client preferences;

- b. Service as liaison and coordinator on behalf of Client with Foreign entities through the process of qualification, identification of child to be adopted, and adoption, unless and until the process should be terminated as provided herein.
- c. Helping Client, through foreign entities, to secure necessary consents to the termination of biological parents' rights and obtaining the Adoption Decree in compliance with foreign country laws.

1.3 **Translation and document services.** Agency will provide, or arrange for others to provide, for Client:

- a. Translation of all adoption documents into the relevant foreign language or from that language into English.

Translation and document-collection requirements may include, but not be limited to: (1) obtaining or copying documents required to complete the adoption; (2) the payment of costs for the child's foreign court documents, passport, adoption certificate and or other adoption documents--along with notarizations and certifications.

Except as specifically agreed to in Attachment A, Agency services do not include the obtaining or preparation of documents for Client in the United States, such as obtaining birth certificate and travel passports.

Agency services pursuant to this Agreement also do not include

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1.4 **Other services.** In return for the Other Services Fees set forth in Attachment A, Agency will provide the following services either directly or through its partners:

- a. Conducting of a home study by qualified licensed persons.
- b. Parent education curriculum specific to the country of Client's choice.
- c. Preparation and filing of post-placement reports as required.
- d. Counsel/assistance in Client's arranging appropriate travel plans to foreign country.
- e. Help with the filing of necessary CIS petitions to obtain the visa of the child to be adopted for permanent residence in the United States.
- f. Assistance with the preparation and filing of all necessary foreign country, adoption legal documents
- g. Assistance with all United States' State Department and United States Department of Justice paperwork in order for the child to legally enter the United States.

1.5 **Cooperative Agreements.** Agency may, in its sole discretion, engage and work cooperatively with one or more additional agency(ies) and/or individuals to deliver services or fulfill any of its obligations under this Agreement.

## 2.0 **ADOPTION NOT GUARANTEED.**

The signing of this Agreement, the performance of Agency services, or the payment of any fees by Client DOES NOT provide a guarantee, express or implied, of Client's approval for adoption, the adoptive placement of a child with Client, or successful final adoption of child by Client. The parties acknowledge that adoptions are subject to legal, political, and social factors not under the control of Agency or Client and which may change from time to time.

## 3.0 **FINAL DECISION TO ADOPT.**

Client shall have the sole right to decide whether Client will adopt any child.

## 4.0 **CLIENT PREFERENCES.**

4.1 **Initial declaration.** Client will inform Agency in writing of child preferences, if any-- such as age, gender, and ethnicity ("Preferences"). Client must submit preferences within the guidelines of the country from which he/she is adopting and Agency will attempt to meet those preferences. However, Agency is not bound to meet those preferences and in some cases will have not ability to do so.

## 5.0 **REFERRAL OF POTENTIALLY ADOPTABLE CHILD.**

Agency, from the foreign entity, will identify a child(ren) to Client that is potentially available for adoption ("Referred Child"). Agency does not guarantee that any Referred Child will meet Client's preferences with respect to age, gender, and other characteristics. However, Agency will make Client's preferences known and will advocate for him/her.

Agency will provide Client with all information obtained by Foreign Facilitators about a Referred Child. To the extent available, such information shall include the medical/social history of the Referred Child's biological parents and an assessment of the Referred Child's medical/social condition if the laws in the foreign country allow for such documents to be given.

## 6.0 **CHILD INFORMATION**

Agency will provide a copy of the child's medical records, and to the greatest extent possible, a correct and complete English-language translation of such records, no later than two weeks before either the adoption or placement for adoption, or the date on which the prospective adoptive parent(s) travel to the Convention country to complete all procedures in such country relating to the adoption or placement for adoption, whichever is earlier.

Agency does not guarantee the accuracy or completeness of any information, including medical information, so provided through Foreign Facilitators, and Agency cannot

independently verify such information. Agency itself does not guarantee the physical, mental, or psychological good health of the Referred Child nor the future development nor appearance of the Referred Child. Agency will make no representation concerning such matters, and Client will not rely upon any such representation, if believed to be made, in Client's decision-making concerning the adoption of any Referred Child.

At Client's option or as required by Foreign country, Client may obtain an independent medical opinion concerning the Referred Child prior to adoption, at Client cost, and rely upon that independent medical opinion in their decision whether to adopt.

## 7.0 **CLIENT OBLIGATIONS.**

7.1 **Home study.** Client upon separate cost and agreement will authorize and cooperate in any home study required by United States or Foreign country laws and regulations, which home study to be performed by a qualified agency or other provider licensed and accredited as may be required. Agency will assist Client as requested in identifying a qualified agency or other provider and arranging for conduct of the home study.

7.2 **Current, accurate information.** In the adoption process, including the home study process, Client will provide truthful, complete, accurate, and current information.

Client acknowledges that Agency will rely upon a current home study and any other pertinent information that it obtains during the adoption process to judge Client's adoption suitability. Non-home study information may include information provided by Client and others and upon Client interaction with Agency staff.

Client affirms that all information supplied by Client to Agency is truthful and accurate. Beginning with the execution of this Agreement, Client will notify Agency immediately of any change in Client's situation, to include separation or divorce in a marital relationship, change of address, another child permanently located in the home, pregnancy of the adoptive mother, criminal charges brought against adopting parent(s) in regard to spousal abuse, child abuse or endangerment, or substance abuse.

7.3 **Timely execution of adoption process steps and required documentation.** Client commits to timely perform all legal procedures and execute or obtain all legal documents required for international adoption as may be directed by Agency. Client acknowledges that there will be multiple procedures and forms to be obtained or executed in the United States and Foreign country. It is Client's responsibility to timely update their adoption paperwork including but not limited to the US CIS approval, fingerprints, homestudy or any other qualifying documents. Agency is not responsible for Client's failure to timely update adoption paperwork or costs associated with resubmission of the paperwork.

7.4 **Post-adoption report requirements.** At Client's separate expense, Client specifically will cause to be prepared and will provide in the time requested any

post-adoption documentation required by the Foreign country or the United States, or by the Agency in order to maintain its licensing and accreditation. Client will provide all required information for these reports. Such requirements may include, but not be limited to, post-adoption reports, provision of a copy of child's Certificate of Citizenship once obtained, and provision of a copy of any United States re-adoption undertaken, if applicable and if requested. Agency shall apprise Client of such requirements and facilitate the provision of documentation. Client's failure to comply (a) will result in immediate and irreparable harm and/or damage to A Helping Hand Adoption Agency, (b) forfeits Client's Post-Adoption Deposit, and (c) entitles A Helping Hand Adoption Agency to an immediate ex parte injunction and/or specific performance ordering Client's compliance with the request for documentation, with all legal fees and expenses resulting from such action to be Client's responsibility.

- 7.5 **Required travel.** Client will pay for and make all visits to foreign country as may be required for purposes of adoption, at Client expense. Agency will facilitate such travel by providing information and itineraries. While in a foreign country Client agrees to follow Agency's itinerary and instructions and policies to insure a successful placement.
- 7.6 **Adoption permanent.** Client acknowledges that the adoption of a child when enacted is permanent. At such time as the adoption of a child is made final, Client will be legal parent of the child and will have the same responsibilities and rights regarding the child as biological parents have.

Prior to the finalization of adoption, from the time the Referred Child is given into Client custody ("Placement"), Client will assume full responsibility and financial accountability for meeting the child's needs, including the provision of medical services provided for the benefit of the child.

- 7.7 **Fees and Expenses.** Client agrees to pay to Agency all fees set forth in the Attachment A attached hereto in the amounts, in the manner, and on the dates set forth therein. Client assumes all obligations to pay any and all expenses related to adoption. Client further understands that some fees and expenses may not be known or arise until after the adoptive child is assigned to Client. Client agrees to pay these fees and/or expenses as they become known and as payment is requested by Agency.

## 8.0 **CLIENT PRIVACY.**

Agency will respect the privacy and confidentiality of Client records and information concerning Client given to Agency. Such records and information will not be disclosed, either orally or in writing, unless it is necessary to the accomplishment of services for Client herein and required or permitted by State law for authorized purposes.

9.0 **TERM AND TIME ESTIMATE.**

9.1 **Initial term.** The term of this Agreement shall commence at the latter of the dates that Client and Agency sign this agreement and continue until the adoption is finalized.

9.2 **Time estimate.** Prior to providing services, Agency will provide Client an estimate of the time required for various steps in the adoption process and inform Client of any significant changes in the estimate as the adoption process goes forward.

Client acknowledges that Agency does not guarantee that adoption will be accomplished within the time estimated. Client acknowledges Client has been expressly informed that the time required for adoption may be lengthened or shortened by (a) factors affecting the availability of adoptable children including but not limited to political, policy, and legal changes in Foreign country or United States, (b) excessive slowness to action on the part of public agencies, (c) changes in Client's child Preferences, and (d) other unforeseen circumstances.

10.0 **EARLY TERMINATION.**

10.1 **Notice of early termination.**

- a. Client may terminate this Agreement at any time by providing written notice and termination date to Agency, thereby ceasing efforts through Agency to adopt a child.
- b. Agency may terminate this Agreement at any time by providing written notice and termination date to Client.

10.2 **Obligations upon early termination.**

- a. Upon such notice of early termination, Agency will cease the provision of services except as may be required to end activities underway and provide final accounting as called for in Sections 11.3 of this Agreement. Agency will provide Client notice of any fees or costs remaining due.
- b. Client will pay the costs of any adoption activities by Agency or Foreign Facilitators commissioned and underway prior to date of termination notice, and reimburse Agency for any costs incurred but not paid for.
- c. Agency will provide any refunds due to Client pursuant to Section 11.6 of this Agreement at or before final accounting.

11.0 **FEES AND EXPENSES.**

11.1 **Provision of anticipated fees and expenses.** In compliance with accreditation and other standards, Agency provides Client in Attachment A to this Agreement an itemized listing of all fees and expenses expected in conduct of the

international adoption activities. The listing sets forth components of fees and expenses that are applicable to and expected to be borne by Client, indicates whether payment is to be made by Client to Agency or to some other payee directly, or advanced to Agency for transmission to some other payee, whether the payment amounts indicated are fixed, fixed for a term, or variable and estimated, and the due times of payments.

Agency will not charge additional fees beyond those set forth in Attachment A except as provided in the following Section 11.2 of this Agreement.

**11.2 Handling of unforeseen additional expenses.**

- a. Client acknowledges that those fees and costs identified on Attachment A as Fixed for a Term and Variable and Estimated may be greater or lesser than the estimates provided, and that additional costs unforeseen in Attachment A may arise during the process of adoption.
- b. Agency will attempt to identify, to the extent it is able to, and disclose in writing to Client any unforeseen costs for which Client will be accountable that are not included in Attachment A.
- c. Agency will obtain the specific consent (via mail, email or verbal) of Client prior to expending on Client's behalf any amount over \$1,000 for which Client will be accountable, and which is above the estimates in Attachment A or unforeseen and not included in Attachment A, or Agency will give Client the opportunity to waive the notice and consent requirement in advance. However, Client agrees in advance to pay actual variable costs, including, but not limited to, shipping, transportation, translation and interpreter expenses even if these exceed estimates.

**11.3 Agency accountability.**

- a. If applicable, Agency will provide Client written receipts for any funds advanced on behalf of Client by Agency. Currently, Agency does not advance funds.
- b. Within 30 days of completing services for Client, Agency will provide Client an accounting of total fees and expenses incurred in delivery of its services.
- c. At or before the final accounting above, Agency will return to Client any unspent Client funds advanced to Agency for purposes of transmission to other payee(s).
- d. To minimize Client costs for transmitting funds to Foreign country, Agency will exert reasonable efforts to establish mechanisms for such transfers when the financial institutions of Foreign country so permit and for obtaining written receipts for such transfers.

#### 11.4 **Client agreement to pay.**

- a. Subject to any other terms of this Agreement, Client will make payment promptly at the indicated due time for all those fees and expenses listed as “Applicable” on Attachment A to this Agreement and payable to Agency or to Foreign entities directly or through Agency transmission.
- b. Client will pay promptly all those fees and expenses that are indicated on Attachment A as “Applicable” and payable by Client directly to payees other than Agency or Foreign Facilitators.
- c. Client will be responsible for direct payment of the costs of all fares, accommodations, meals and other like items involved in travel to the Foreign Country as required by the adoption process.

11.5 **Failure to pay fees and expenses due.** In the event Client fails to make payment as due to Agency and Foreign entities, Agency will have the right to cease services until payment is made or to terminate this Agreement as provided herein. In the event termination occurs, Client will remain liable for fees due prior to termination.

11.6 **Refunds.** In the event this Agreement is terminated, refunds by Agency to Client shall be as set forth in Attachment B to this Agreement. Client acknowledges that the fixed United States Program Fee and Foreign Country Program Fee are deemed to have been earned upon the commencement of services on behalf of Client and shall not be refundable. Certain other fees and costs may be wholly or partially refundable depending upon their type and the time this Agreement is terminated, as set forth in Attachment B. Travel-related costs and other expenses paid personally by Client shall not be refundable or reimbursable by Agency.

#### 12.0 **COMPLAINTS AND GRIEVANCES**

Agency has provided to Client information about its complaint policy and procedure as set forth in Attachment C to this Agreement, and Client acknowledges receipt of same.

#### 13.0 **EXPRESSED ACKNOWLEDGMENT OF MEDICAL RISKS**

In accepting a child for adoption, Client acknowledges the following:

- a. That the results of any medical testing of an adopted child may not be accurate or may be an indication of the child’s health at only one specific point in time.
- c. That the identities, prior medical history, and genetic history of the biological mother and father of an adopted child may be unknown, and, in fact, are very rarely known, and that no history may be available pertaining to a child’s birth date, neglect, abuse, or adjustment difficulties.
- d. That an adopted child may have or develop a congenital defect, medical disease or condition undiagnosed, misdiagnosed, or unforeseen prior to adoption, and that

internationally adopted children experience rates higher than in the United States for certain diagnoses and illnesses.

- e. That an assessment of the health of an infant or small child cannot be entirely accurate in the absence of certain multiple tests requiring time and controlled conditions.
- f. That it is impossible to predict the intelligence of a child, and it is unlikely that anyone can or will be able to diagnose or predict problems such as allergies, the need for corrective glasses or braces, or other ordinary conditions accompanying the development of a child.
- g. That it is possible a child to be adopted may become ill or develop symptoms of a current illness during Client's stay in Foreign country or during the trip to the United States.

Considering the above, Client accepts the risks that a child adopted pursuant to this Agreement may have congenital defects; physical, mental, or social handicaps; undiagnosed, misdiagnosed, or subsequently developing illnesses or health conditions.

In accepting such risks, Client will assume full responsibility for care of the adopted child including financial responsibility for health-related services obtained for and provided to child.

#### **14.0 DISRUPTION OF ADOPTION DURING PLACEMENT PERIOD.**

14.1 **Best interests of child.** Agency and Client will work at all times in the best interests of the child concerned. For the majority of its programs, the adoption is final prior to the time Client and then-adopted child return to the United States from the foreign country. However, in the event the adoption is not final prior to the child's arriving in the United States, Agency will monitor the period of placement prior to the adoption's being made final ("Placement Period") to insure that the placement remains in the best interests of the child and will make at least the number of home visits required by the State or the Foreign country.

14.2 **Difficulties involving child during Placement Period, if any.** Agency and Client will seek to avoid disruption of prospective adoption during such Placement Period prior to final adoption if that is in the best interests of the child. Client will notify Agency promptly if there arise significant problems in relationship or situation of Client and child during such time. To the extent it has knowledge and resources, Agency will provide advice and offer information regarding available external assistance such as counseling that Client may engage at Client expense.

#### **14.3 Disruption of adoption by mutual consent during Placement period.**

- a. In the event that counseling is not successful in resolving serious difficulties and Client and Agency mutually decide and express in writing that continuing the Placement Period and Client's subsequent final

adoption of the child are not in the child's best interest, Client and Agency will establish an agreed-upon date within 30 days to effect a change in the custody and physical home of the child.

- b. Agency, in conjunction with the home study agency, if applicable, will use its best efforts to arrange for a qualified, eligible person to assume temporary custody of and provide care for the child and act promptly and in accord with any applicable legal requirements to remove the child from Client's home. This is at Client expense.
- c. Agency will assume responsibility for finding a subsequent adoptive parent and placement for the child if possible, and, if done, for notifying the Foreign country government about the child's new adoptive parents. Any adoptive costs not borne by the new adoptive family is the responsibility of the Client.
- d. In considering future placement of the child, Agency will consider the child's views when appropriate in light of the child's age and maturity and, when required by State law, obtain the consent of the child prior to change in physical home or custody. Agency will also consider the child's age, length of time in the United States, and other such pertinent factors.
- e. Agency will return child to the child's country of origin only as a last resort, only after exerting best efforts to establish a new placement with other adoptive parents, and only if this Foreign country government and relevant accrediting agency have provided prior approval in writing for such return.
- f. Notwithstanding removal of the child from Client's home and custody, Client shall continue to have financial accountability for all costs required for child's care until such time as Agency is able to effect other placement or return of the child as set forth above, and Client will pay such costs upon billing by Agency. Agency will make reasonable efforts to determine if child is eligible for various governmental social welfare programs providing financial assistance to children and, if so, work with Client to see that child is enrolled and that Client's billed expense is reduced accordingly.

## 15.0 **ADOPTION DISSOLUTION**

The Agency will provide information and referrals to appropriate resources should the Client inform the agency that Client wishes to dissolve an adoption following its being made final.

At the point of adoption and a subsequent dissolution, Agency has no legal duties toward the child or Client, but it will provide information and referrals to Client in should the Client pursue dissolution. Both parties agree to serve the best interest of the child in this situation.



**ATTACHMENT A**

Date Last Revised: 10/26/2009

**ITEMIZED SCHEDULE OF FEES AND COSTS**

Expense Item or Fee	Applicability To Client: C=Chinese Adoptions	Expected Payment	Payment Type: <sup>1</sup> F=Fixed FT= Fixed for a Term V=Variable	Payable By Client To:		If Passed Through by AHH, To Whom	When Payment Due
				AHH	Other Payee		
<b>U. S. Program Expenses:</b>							
Application Fee	C	\$250	F	Yes	N/A	N/A	Application
Agency Fee at Orientation	C	\$2,000	F	Yes	N/A	N/A	Adoption Contract execution
Agency Fee at Dossier	C	\$2,000	F	Yes	N/A	N/A	Dossier submission
Agency Fee at Referral	C	\$2,000	F	Yes	N/A	N/A	At LOA / Referral
Home Study (AHH Fees)	C	\$1,600 + mileage	F	Yes	N/A	N/A	\$800 + mil. at beginning; \$800 + mil. at conclusion of home study
Home Study (Supervised/Exempt Providers)	C	\$1,200-\$2,500	V	N/A	Supervised/Exempted Provider	N/A	Varies by contract
Parent Education	C	\$100-\$300	V	NA	Supervised/Exempted Provider	N/A	Varies by program
<b>Foreign Program Expenses:</b>							
CCAA Fee (CCAA Fee SN) <sup>2</sup>	C C	\$1115 (\$800)	FT	Yes	N/A	CCAA	Dossier submission
CCAA online SN processing fee	C	\$80	FT	Yes	N/A	CCAA	At LOA
China In-Country Paperwork	C	\$1,000	V	Yes	N/A	Various China and US Government Entities	In China at placement
DS-230 Filing and Currier Assistance	C	\$500	FT	Yes	N/A	US Consulate and Currier	At LOA / Referral
China Orphanage Donation	C	\$5,000 - \$5,500	V	N/A	Orphanage-China	N/A	In China at placement

<sup>1</sup> Fixed expenses do not change. Expenses fixed for a term stay the same for long periods, but could change during adoption. Variable expenses are expenses where a range must be given. A Helping Hand cannot/does not guarantee accuracy of variable costs. Market conditions, gasoline prices, time of year of travel, etc., cause variation.

<sup>2</sup> CCAA fee includes the CCAA submission fee, BLAS dossier translation fee and obtaining, translating or copying of any additional documents required to complete the adoption.

Adoptive Parents' Initials \_\_\_\_\_

**ATTACHMENT A**

<b>Translation and document expenses:</b>							
Translation Fee-Referral, Post Adoption Reports and Updates	C	\$160	FT	Yes	N/A	Translation Services Provider	At LOA / Referral
Home Study Supporting Documents	C	\$225	V	N/A	Government Offices	N/A	During completion of HS
Dossier Documents and Authentication	C	\$350- \$475 (variable)	V	N/A	Government Offices	N/A	During collection of dossier documents
USCIS (plus \$80 per every adult household member biometric fee)	C	\$670	FT	N/A	USCIS	N/A	Filing of I-800A
<b>Travel and Accommodations Costs:</b>							
China Visas	C	\$350 (two adults)	FT	N/A	N/A	Courier and Chinese Embassy	Prior to travel
Travel Coordination Fee	C	\$150 per person	FT	Yes	N/A	N/A	Prior to travel
International Airfare-China 2 Adults	C	\$2,000- \$4,000	V	N/A	Travel Agency or Airline	N/A	Prior to travel
In-Country Travel-China 2 Adults	C	\$2,400- \$4,000	V	N/A	N/A	Travel Services Provider	In China at placement
Wire Fee	C	\$45 per wire	FT	Yes	N/A	N/A	At time of wire
<b>Post Adoption Reports:</b>							
Post Adoption Deposit	C	\$600	F	Yes	N/A	N/A	Dossier submission
Post-Adoption Report (AHH Fees)	C	\$200 + mileage	F	Yes	N/A	N/A	6 and 12 months post adoption
Post-Adoption Report (Supervised/Exempt Providers)	C	\$100- \$300	V	N/A	Supervised/ Exempt Provider	N/A	Varies by contract
<b>Billable Expenses:</b>							
FedEx, Authentications, Apostilles, Courier etc.	As incurred by AHH and due upon billing.						

Adoptive Parents' Initials \_\_\_\_\_

## **Attachment B**

### **REFUNDS**

When agency fees (6,250.00 total) are paid to A Helping Hand, excepting the orientation fee discussed below, each partial payment is paid for services actually and already rendered. Therefore, excepting the orientation fee, all agency fees paid to A Helping Hand are for services already rendered and are non-refundable.

The orientation fee of 2,000.00 is paid at contract execution. If the client withdraws or otherwise ceases to go forward within one month of contract execution, ½ of the orientation fee will be refunded.

## Attachment C

### Complaint Policy and Procedures

**Section 96.41 Policy:** A Helping Hand recognizes the right of any birth parent, prospective adoptive parent, adoptive parent, or adoptee to lodge a complaint or appeal about any of the services or activities of the agency that he or she believes raise an issue of compliance with the Hague Convention, the International Adoptions Act, or the regulations implementing the International Adoptions Act. AHH does not take any action to discourage a client or prospective client from, or retaliate against a client or prospective client for filing a complaint; expressing a grievance; providing information in writing or interviews to an accrediting entity on AHH performance; or questioning the conduct of or expressing an opinion about AHH performance.

#### Procedures:

##### 1.0 GENERAL RULES

- 1.1. All incoming clients receive a copy of AHH's Complaint Policy in the body of the International Adoption Contract, which is distributed after acceptance of the application.
- 1.2. During the new client orientation, Family Advocates will inform clients of A Helping Hand's Complaint Policy and will refer them to the text describing the policy in the International Adoption Contract.
- 1.3 AHH responds within 30 days of receipt to any complaints that are in writing, signed and dated received, and provides expedited review of such complaints that are time-sensitive or that involve allegations of fraud.
  - 1.3.1 A person believing that he or she has a complaint is requested to present it first to the Executive Director of AHH. Contact information for the Executive Director is as follows:

Victor Bondarenko  
1510 Newtown Pike, Ste. 152  
Lexington, KY 40511  
Tel. 859-263-9964
  - 1.3.2 If the Executive Director is not able to resolve the complaint to the satisfaction of the person who filed the complaint, he or she may request to submit the complaint in a dated and signed written document and have it forwarded for consideration to AHH Board of Directors.
  - 1.3.3 If the complaint is about the Executive Director, the person making the complaint can send a signed and dated document to the attention of AHH Board of Directors at the above address.
  - 1.3.4 Upon receipt of a written complaint that has passed through the hands of the Executive Director or that pertains to the director him/herself, AHH Board of Directors will consider the complaint and develop a response to be communicated back to the complainant.

## Attachment C

- 1.3.5 All written complaints will be responded to through the process outlined above within 30 business days of receipt, and expedited review will be given to any complaints that are time sensitive or that involve allegations of fraud. The rate of the expedition may differ depending on situation and availability of Board Members, but will not exceed 10 business days following receipt.
- 1.4 If the complainant is not satisfied with the response and continues to believe that an infringement of laws, regulations, or accreditation standards has occurred, the complainant has the right to take the complaint further to the appropriate agencies responsible for them. AHH, via the Executive Director, will provide direction and contact information for the transmission of any such complaints
  - 1.4.1 After written complaints have been considered and responded by the appropriate persons, clients may make take their complaint further to appropriate entities, including the Complaint Registry. Here is the contact information for the Complaint Registry:

Attn: U.S. Central Authority  
U.S. Department of State  
Bureau of Consular Affairs  
Office of Children's Issues, Adoption Unit (SA-29)  
2201 C Street, NW  
Washington , DC 20520

Tel. 202-736-9080
- 1.5 If the complainant feels that he/she was discouraged from making a complaint by any individual on the staff of A Helping Hand Adoption Agency, he /she should report this action to the Executive Director or to the Board of Directors directly in the manner described above. If it is determined that such discouragement in fact occurred, disciplinary action will be taken against the individual.
- 1.6 The Executive Director maintains a written record of each complaint received pursuant to paragraphs 1 and 2 of this policy and the steps taken to investigate and respond to it and makes the record available to the accrediting entity upon request.
- 1.7 AHH, via the Executive Director, makes available on a semi-annual basis a summary of all its complaints received. The report includes the number of complaints received and how each complaint was resolved and an assessment of any discernable patterns of complaints received against AHH and what if any changes were or will be made in response to such patterns. This summary is made available to the Secretary/COA and may be made available to other entities as requested.
- 1.8 To continuously improve our services and minimize the number of written complaints that might be received, AHH has a quality improvement program that consists of reviewing complaint data and customer satisfaction surveys as the basis for making improvements. Evaluation of any complaints received will assist in improving the quality of AHH services.

## Attachment C

- 1.8.1 Clients are given evaluation forms at two points in the adoption process. The first is at dossier submission and the second is within two weeks following the adoption's finalization abroad.
- 1.8.2 When these evaluations are completed and returned to AHH, they are given to the Executive Director by the receptionist or the Social Services Assistant, in the case of Evaluation #2.
- 1.8.3 The Executive Director may choose to respond to the evaluation at the time of receipt if he/she determines the content to warrant immediate response. In the case of an immediate response, the Director may hold a meeting with staff mentioned in the complaint, call or communicate in writing with the client jointly or independently, may ask one or more staff members to communicate with the client jointly or independently, may take disciplinary action against one or more staff members, or any combination of the above.
- 1.8.4 After a period of time has passed that the Executive Director determines to be sufficient to identify patterns and overall issues, he/she will address the staff and/or home study providers. At that time, the Executive Director will share the source of the data, state the issue(s), and request input from all parties involved. Using this input, the Executive Director will produce a step-by-step quality improvement plan and may set a re-evaluation date. At the re-evaluation, the results of the plan are assessed and delivered to the Executive Director and/or the Board of Directors. At that time, the Executive Director and/or the Board may choose to continue with the plan, discontinue without further action, or revise the plan. Should the plan be revised, the results will be evaluated in like manner.

## **Attachment D**

### **STATEMENT OF RISKS IN INTERNATIONAL ADOPTIONS WAIVER OF LIABILITY**

#### **INTRODUCTION**

As prospective adoptive parents, you are about to embark upon an exciting experience. Adoption can be a very emotional process, and it is sometimes difficult to remember all the details and information we have provided to you concerning the adoption. Because of this, we have found it helpful to put some of this information in writing so you can refer to it from time to time throughout the adoption process. Since this is important information and it is important for us to know you have it, we will ask you to sign a copy of this statement for our files. Adoption placements have certain risks, which may or may not be known at the time of placement or may never be known by us. The purpose of this statement is to set forth several, but not all, of the significant risks associated with entering into an international adoption plan. You, as potential adoptive parents, are urged to review this document, and all documents we ask you to sign, with an attorney or anyone else you choose. Also, we want to emphasize that the adoption process is completely voluntary. You should not feel pressured nor are you obligated or required to continue any adoption plan at any time up until the finalization of the adoption, whether that finalization occurs in the foreign country or in the United States. The amount of information available to us varies from placement to placement. As a result, certain risks may become known to us and/or become significant to the placement. You understand that as significant, material information becomes known to us, it will be disclosed to you so that you can review it and possibly reevaluate your participation in this proposed adoption placement. You also understand and acknowledge that not all information will be known to us or knowable by us, and it is possible that all of the information, both known and unknown, may create risks and have an effect on the future health, social and/or emotional development of the child.

#### **DEFINITION OF TERMS**

As used in this document, the following terms are defined as follows:

"Adoptive Parents" and "you" refer to the individual(s) whose name and signature appear at the end of this document.

"Agency" and "we" or "us" refer to A Helping Hand Adoption Agency.

"Referral Source" refers to any person, agency or organization that refers children in a foreign country to you for purposes of an adoption.

"Foreign government" refers to any government entity, whether national or local, in a country outside of the United States.

#### **GENERAL RISKS IN INTERNATIONAL ADOPTIONS**

You understand that there are significant risks in pursuing an international adoption. We will diligently pursue the successful completion of an adoption for you, but you acknowledge that we cannot control all aspects of the process nor guarantee a successful outcome. Completing an application and/or enrolling in our program does not guarantee the placement of a child with you. Further, you understand that while a foreign country may try to honor your requests for specific characteristics in a child (such as age), this might not be possible. We also may not be able to secure a referral of a child from the foreign country you want to adopt from and/or with the characteristics you desire. While we will try to accommodate your desires, we cannot guarantee that we will be able to do so.

#### **APPROVAL OF PROSPECTIVE ADOPTIVE PARENTS**

The foreign adoption authorities retain the right to approve your application or deny it according to their admission criteria. The foreign authorities retain the right to change the criteria at any point in the process, and in all respects have sole authority to process your application or deny it. Foreign adoption programs may even

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close, which may result in no financial recourse. A Helping Hand is not responsible for nor does it have any control over an adoption program when foreign authorities close programs, change the adoption time frame, change or add requirements, add additional fees, and/or change any other factors that are at their discretion.

### **LOST REFERRALS**

You understand that a specific child may be referred to you, but that referral may be lost for any of several reasons which are beyond our control. For example, a child may become too ill for placement; the child may not be available within the time frame you desire or within the foreign country's time limitations; or it may be determined that the child will never be legally free for adoption. The United States government may change immigration or other rules which then preclude you from proceeding with adopting the child referred to you. The United States government may refuse to issue the necessary visa for the child to enter this country due to problems with your situation or due to problems in the foreign country. Sometimes the foreign country or independent referral source will withdraw a referral with or without explanation. This can happen because of a change in the foreign country's local or national politics, a change in officials, increased concern within the foreign country regarding international adoptions of their children, a relative coming forward to claim the child, or a foreign national desiring to adopt the child. You understand that these events are not under our control, and we cannot change decisions made by a foreign government.

### **MEDICAL, DEVELOPMENT AND EMOTIONAL RISKS**

We cannot predict an adoptive child's mental or physical development, emotional and/or personality characteristics, health, medical problems, learning disabilities, intellectual ability, hyperactivity, attention deficits, attachment and/or bonding issues, appearance or inherited characteristics. We will pass on to you all information that is provided to us by the referral source and/or foreign government or agency. You understand and acknowledge that the medical and social information given to us by the referral source, governmental agency or by hospitals or doctors and passed on to you may be incomplete or erroneous. It is even possible that some of these sources of information may intentionally give incorrect information or fail to give important information to us. You should consult with a pediatrician, OB-GYN or appropriate medical specialist to review such information or provide you with an opinion regarding this information, or absence of such information, before accepting referral of any child. You further understand and acknowledge that a referred child may have undiagnosed or misdiagnosed medical, development, emotional or physical problems which may be temporary or permanent. Such problems may not be apparent until after the child is in your home. We cannot guarantee the accuracy or completeness of any information given to us about the child, including the child's age, or the results of any testing done on the child in the foreign country. We do not assume any duty to independently verify the information given to us by referral sources, governmental agencies, hospitals, doctors or other sources nor will we make an independent investigation into the child's background and health or social situation. You agree not to expect or rely upon us to verify or investigate the truth of information provided to us by the referral source or other parties at the time of referral or in the future. Sometimes a family travels to a foreign country, receives their child and, while still in the foreign country, decides that they want a different referral. Although the family may petition a foreign government to take the child back and to issue another referral the foreign government may deny their petition. In that case the family will come back home without a child. In a case when their petition is granted and a new referral is issued the family will have to spend more time in the foreign country or even possibly come back to the US and take another trip to the foreign country to finalize their adoption. We cannot guarantee that you will receive another referral if you turn down the original referral. You understand and acknowledge that we are not responsible for nor can we be held liable for any cost or expense incurred by you because you decide to request a different referral while in the foreign country. You specifically agree to hold us harmless and not to pursue any legal action against us in any way at any time for the child's physical, emotional or mental health or development or ability to integrate into your family.

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### **TIME FRAME**

International adoptions are unpredictable in many ways, one of them being the time frame in which you will receive a referral or a placement of a child with you. There can be no assurances or guarantees that your adoption will proceed in any specific length of time. For example, the adoption may be delayed or discontinued by the foreign country for reasons either explained or unknown. The court in the foreign country may not approve the adoption or may withdraw approval of the licensing or investigating body in either the United States or the foreign country. International adoptions are also at the mercy of international politics and national policies of the foreign country. A change in government may change your opportunity to adopt in that country. An international crisis or circumstances such as a war or terrorist action in either the United States or the foreign country may delay or stop adoptions. These factors can impact your adoption at any point in the adoption process.

### **TRAVEL**

Travel to and from foreign countries can be uncertain. Although you may be given a specific date for travel to the foreign country, this date may change unexpectedly. Once you arrive in a foreign country, events there may delay your return to the United States through circumstances of which we are unaware or which arise while you are there. You agree that we are not liable or otherwise obligated for any expenses you incur in traveling to a foreign country to bring a child back to the United States or which arise due to changes in travel plans or times.

### **COSTS**

Adoption fees, especially those paid to agencies, facilitators or others in a foreign country, may change at any point in the adoption process. This may be due to economic circumstances, the need for additional services required by the foreign country and/or United States, or for reasons unknown to us. We will inform you when we become aware of any change in such fees. However, we cannot control nor limit any increase in these charges. You understand and acknowledge that you are responsible for the fees you pay to anyone other than us, and that we are not responsible nor liable for any increase in those fees. In certain circumstances you may pay fees to agencies, governments, facilitators or others in a foreign country. If your adoption does not happen for any reason, you may or may not receive any refund of fees you have paid or we have paid on your behalf to the foreign sources. You agree that we are not liable nor in any way responsible to pay to you or obtain for you a refund of such fees. Fees and costs paid or payable to us for services rendered in connection with your adoption are non-refundable in accordance with the Fee Schedule provided to you. It is important to understand that you are paying for services provided to you or for the benefit of you or the child. Although fees and costs are generally phased over the course of the adoption, they should never be construed as payments in exchange for a child.

### **CONTROL OVER OTHER ENTITIES**

There are many governmental and non-governmental agencies involved in an international adoption over which we have no control. We cannot guarantee the actions of any agency or individual over whom we do not have complete control. This includes foreign officials, foreign attorneys, foreign referral sources, foreign immigration and governmental agencies and other licensed adoption service providers within the United States. In addition, we cannot control the actions of the United States Citizenship and Immigration Service (CIS) or the United States Embassy Consulate officials in a foreign country. We cannot guarantee that the U.S. Embassy Consulate office which processes a child's immigration visa will find that the child meets the definition of an "orphan". This is solely within the discretion of the CIS. Further, in certain cases, the CIS has stopped children from entering the U.S. for an adoption due to problems in the foreign country. We will keep

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you informed of the CIS situation with regard to a child you wish to adopt, but we cannot guarantee the child will be allowed to enter the United States.

**LEGAL RISKS**

In any adoption there may be legal risks. These include the risk that the agency or court in the foreign country may not approve your adoption or will change the requirements for you to complete the adoption. There may be issues raised by a termination of parental rights in the foreign court based on a relinquishment by the birth mother only, not the birth father. If you must finalize or confirm your adoption when you return home with a child, the court in your state may not approve the adoption or may have additional requirements you must meet beyond those of the foreign court or the CIS. We strongly recommend that you consult with an attorney regarding any issues which are of concern to you. Although risks can never be totally eliminated, we encourage you to talk to adoptive parents and other adoption professionals who are familiar with A Helping Hand and our programs to better understand the risks involved.

**WAIVER OF LIABILITY**

The Adoptive Parents acknowledge and understand all the risks of adoption as set forth in this document. Adoptive Parents wish to pursue an adoption plan and to seek an adoptive placement, knowing and assuming all the medical, legal and other risks of adoption as set forth in this document.

Adoptive Parents hereby waive, release, and forever discharge the Agency, its employees, attorneys, social workers, independent contractors, independent contract attorneys, independent contract social workers, principals, officers, shareholders, owners, directors, successor corporations and affiliates from any and all claims, demands, charges, causes of action, liabilities, penalties, costs and expenses, including attorney fees, that the adoptive parents who sign this waiver may have now or in the future against the Agency or its employees, attorneys, social workers, independent contractors, independent contract attorneys, independent contract social workers, principals, officers, shareholders, owners, directors, successor corporations and affiliates.

Adoptive Parents hereby waive, release and forever discharge the Agency, its employees, attorneys, social workers, independent contractors, independent contract attorneys, independent contract social workers, principals, officers, shareholders, owners, directors, successor corporations and affiliates from any and all claims, demands, charges, causes of action, liabilities, penalties, costs and expenses, including attorney fees, that the adoptive parents who sign this waiver may have now or in the future against any third party, including but not limited to any foreign agency, lawyer, facilitator, governmental body, nation or any other individual or organization.

Date: \_\_\_\_\_

Adoptive Parent: \_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

Date: \_\_\_\_\_

Adoptive Parent: \_\_\_\_\_

Print Name

\_\_\_\_\_

Signature