



ADOPTION ADVOCATES INTERNATIONAL
709 South Peabody Street Port Angeles, WA 98362 U.S.A.
Telephone: (360) 452-4777 FAX (360) 452-1107
E-mail: info@adoptionadvocates.org
Website: adoptionadvocates.org
AAI blog: aainews.blogspot.com

ADOPTION SERVICES CONTRACT

This Adoption Services Agreement is between Adoption Advocates International (AAI) and _____ (Client). The purpose of this Agreement is to inform Client about the type and cost of services that AAI will provide. Client is encouraged to read the entire Agreement and ask any questions prior to signing this Agreement, since the Agreement is a legally enforceable contract. In addition to your signature on the last page, please initial each page at the bottom.

Duties of AAI: AAI agrees to assist with the preparation of documents required for international adoption, to keep the Client informed of the adoption proceedings in the Client's chosen country to the degree possible, intervene on behalf of the Client with the adoption sources in Client's chosen country and the American Consulate. AAI will provide periodic updates as available from the foreign source on the health of the child, if such updates are provided to AAI. AAI also agrees to keep Client informed of any significant activity taken on behalf of the Client, to review the Client's homestudy, assist Client in locating third party providers so that Client may obtain counseling or other needed services, locate and identify a child for potential adoption.

Duties of Client: Client will cooperate in the adoption process by procuring, notarizing, and authenticating all documents necessary for an international adoption when requested by AAI, by being honest and thorough in all information requested by AAI, by traveling to the foreign country at the time and place indicated by AAI (unless arrangements for an escort have been made), by providing necessary photos and follow-up reports on the child/children after the placement, and by complying with other AAI requirements throughout the adoption process. Client will pay all fees and costs as specified in this agreement, cooperate fully with AAI and keep AAI advised of any and all changes in the family, work, address, phone/email contact information, health status, criminal history, as well as any other changes until the adoption process is complete. As required by the Hague Convention on Intercountry Adoption and the corresponding regulations 22 CFR, Client must obtain and provide documentation to AAI of at least 10 hours of appropriate adoptive parent training.

Post Placement and Post Adoption Process: Agency Post Adoption reports, for cases in which the adoption has been finalized in the sending country, are to be done by your homestudy agency and submitted to AAI. Post Placement reports, for Thai cases in which the adoption is finalized in the U.S., are also to be done by your homestudy agency and submitted to AAI. Family Post Adoption and Family Post Placement reports are to be completed by Client and submitted to AAI. These reports must be submitted to AAI in a timely manner according to the specific country requirements.

Agency Post Placement Reports for each country are as follows: Burkina Faso - 3 reports; Uganda - 3 reports; China - 6 reports; Ghana - 3 reports; Georgia - 3 reports; Ethiopia- 4 reports (WA family) 3 reports (non-WA family)

Agency Post Placement Reports for Thailand: 3 reports

Family Post Adoption and Post Placement Reports: Client agrees in good faith to provide periodic family Post Adoption or Post Placement Reports and photos at intervals specified by your child's country of origin until his or her 18th birthday. Client will receive specific instructions relevant to their chosen country.

AAI will provide post adoption and placement services to Washington state families including home visits and the relevant agency reports.

For families outside of Washington, an Interagency Agreement will be sent to your local homestudy agency who will provide required visits and the agency reports. This signed agreement must be returned to AAI prior to starting the adoption process.

Foreign Adoption Risks: Client understands that there are risks in foreign adoptions and that while AAI will diligently assist in the adoption for the Client, AAI cannot guarantee that the adoption will be completed. In the case of the death of the referred child, AAI will offer another referral. Client agrees to complete a Waiver of Liability form that outlines many of the risks involved in international adoption.

Information from AAI: Client will be given all information on the child that is available to AAI and AAI will use reasonable efforts to obtain reliable medical information, but due to the nature of international adoptions, AAI cannot guarantee the content of any medical report. Client shall have the right to have any medical information on the assigned child reviewed by a medical practitioner of the Client's choice. Client understands that child could arrive with undiagnosed physical, emotional, and/or developmental problems.

Payment of Fees: Client agrees to pay AAI **\$4000** for adoption services and understands that this fee is due with the submission of this agreement and that the dossier packet will not be provided to the Client until this agreement and fee are received by AAI.

Client agrees to pay the foreign program fees according to the fee schedule for the Client's chosen country. Client understands that AAI has no control over the fees charged by foreign sources and should this foreign fee change, the Client will be notified.

Client understands that no further case progress will take place when any fees are past due. Families will not be permitted to travel if any fees are outstanding.

Foreign Program Fees: The foreign program fees may be subject to change prior to the assignment of the child due to circumstances beyond the control of AAI. Client acknowledges that AAI cannot control fees charged by foreign courts, attorneys, foundations, institutions, and sources and said fees may fluctuate at any time without warning. Client also agrees to pay any medical costs incurred for the benefit of the child over and above routine care. Client further acknowledges that every adoption case is different and that additional fees may be incurred from the foreign source that Client is required to pay. Should any additional fee be incurred over \$1000 the agency will obtain the permission in writing from the Client before authorizing the additional charges, with the exception of expenses needed for medical care. Should an expense over \$1000 be authorized by AAI without the permission of the Client a mutually agreeable plan shall be implemented to cover the additional cost.

Adoption Risks: AAI cannot guarantee any time frame for completion of the adoption after the assignment has been made because each adoption is subject to and governed by the laws of the country of the child's origin and the immigration laws of the United States. AAI has no control over changes in laws that may affect the adoption process. Should Client choose to withdraw from the international adoption program, for any reason, all fees paid to AAI and its foreign source will be non-refundable. No refunds of any nature shall be paid or due. Client understands that AAI is unable to guarantee that no new categories of charges will be required or guarantee that dates scheduled for overseas trips may not be cancelled or rescheduled because of events beyond its control. All such costs are the sole risk and responsibility of the Client.

Additional Expenses: Client understands that the following expenses are not included in either AAI placement fees or the Foreign Program Fee and therefore will be the sole responsibility of Client: police clearance fees, USCIS prefilling fees, visa fees, shipping fees, travel to and lodging in foreign country, passport fees, homestudy fee (for clients outside of WA), pictures, and foster care fees where applicable, as well as all other expenses not specifically stated as being included in the Adoption Services Agreement or Foreign Program Fee. (Exception: some of our country program fees include some of the above fees)

Child Placing Agency: Client acknowledges that while AAI is a licensed child placing agency, the actual placement of a foreign born child rests with the foreign source. At no time will AAI be given custody or guardianship of the child to be placed.

Client Responsibilities while in country: Client understands that AAI cannot predict

the length of time that a family will be overseas but will do everything in its power to expedite the process and the timely placement of the child. Client agrees to act in an appropriate manner while in the foreign country. Client will be respectful of the professionals with whom they work knowing that they have the Client's best interests at heart. Client realizes that while they are overseas they represent all adoptive families in the present and future and that their actions can directly affect and impact other adoptions occurring in the foreign country. In its relations with foreign and domestic officials, AAI undertakes to assist Client in such a way as to assure the most favorable treatment available under applicable laws and regulations.

Client further agrees to notify AAI if any additional person will be traveling with them to the foreign country and AAI reserves the right to restrict travel of this person if it could potentially harm the adoptive placement, the adoptee, or the business of AAI.

Client shall make no illegal, unethical, or unauthorized payments to any person or entity involved in the adoption nor make any inquiry to any person or entity about the feasibility of any such payments.

Client Commitment to AAI: Client agrees to not pursue another possible child placement through other sources or agencies while this contract is in force without the written consent of AAI.

Interruption of Adoption Services: If, at any time during the adoption process, Client decides to terminate the adoption process, all fees and expenses due to AAI and in the foreign country at the time of the interruption of adoption services will be immediately due. If the local services agency or AAI becomes aware of a situation that changes the family dynamics AAI reserves the right to terminate adoption proceedings on behalf of the Client. Such circumstances may include but are not limited to change in family structure, such as separation, divorce or death of a family member, instability in employment or other financial problems which may adversely affect the placement of a child with Client, falsification of records by Client, etc. If AAI becomes concerned about a couple's marital stability or a prospective adoptive parent's emotional or psychological stability, AAI retains the right to require the family or individual to undergo counseling and/or assessment and to terminate the adoption proceedings if these concerns are not addressed sufficiently for AAI to proceed with an adoption placement. If AAI chooses to terminate adoption proceedings for any reason there will be no refund of fees paid to either AAI or the Foreign Source. Client acknowledges that the first and foremost responsibility of AAI is to ensure the best interests of the child to be adopted.

No guarantee of placement: This agreement is not intended to guarantee the placement of a child. Efforts to adopt children from a foreign country may involve circumstances that are beyond the control of AAI which may interfere with or interrupt the adoption process. AAI takes all reasonable precautions to anticipate and avoid such risks, but cannot assure its efforts will always prove successful. Client understands that the placement of a child is not guaranteed. In the event that the referral of a child fails to continue, a new referral will be given within a reasonable amount of time. Client will still be responsible for the costs incurred in caring for the child, legal expenses, and all other direct costs incurred for the benefit of the family whether or not the outcome is as the Client would hope. The fees paid to AAI in such a situation will be transferable to another case. Client understands that should serious special needs be identified in their prospective child prior to finalization of the adoption in the foreign country, the family has the right to request a different referral and to request that any unused fees be applied to a new referral. Family understands that each situation is unique and that while AAI will advocate on behalf of families there is no guarantee regarding the limitation of financial loss that family may undergo in such a scenario. Fees are for services rendered and are not payment for a child.

Adoption Dissolution: Although no one begins an adoption believing that the legal and personal relationships will dissolve, occasionally an adoption is unable to continue. In cases such as this, there will be no reimbursement for services that were completed and undertaken on your behalf. If prospective adoptive parent(s) choose to terminate an adoption proceeding before finalization because of a serious medical problem unknown at the time of referral, some fees, minus that expended for foster care, legal services, and medical care of the child shall be transferable to another child referral.

From the date an adoption is considered finalized in a foreign country, the child shall be considered a legal dependent of the prospective adoptive parent(s), who agree to assume full responsibility for all costs of the child's care, housing, rearing, education, and medical needs. Should a family resolve to dissolve an adoption after finalization, AAI bears no legal responsibility to the family or the child for finding an alternative home. However, to the extent it has knowledge and resources the agency will provide advice and offer information regarding assistance such as counseling at the adoptive parent(s) expense, connections to other adoptive families who have dealt with similar issues, and other resources including residential programs.

In the event that counseling is not successful in resolving serious difficulties and the adoptive parent(s) decide that disrupting the adoption is in the best interest of the child, the agency will assist the adoptive family in finding a subsequent adoptive family for the child, if possible. The family will be asked to fill out a form regarding the child's strengths, challenges, cognitive status, behavior, and other relevant information. They will also be asked to provide current medical, school, and psychological records, as applicable. Should the efforts used to locate a

subsequent adoptive family yield no results, it will be the adoptive family's responsibility to utilize the services available to them through the Department of Health and Human Services for the state in which they reside. The adoptive parent(s) shall continue to have financial accountability for all costs required for the child's care.

Waiver of Claims: Client hereby waives any and all claims they may now have or have in the future against AAI and its directors, officers, employees, and agents including doctors and facilitators for risks identified in this Adoption Services Agreement or the Waiver of Liability Statement.

Confidentiality: Information concerning Client will be kept confidential except when information must be provided to appropriate third parties during the adoption process. Execution of this agreement constitutes the consent of Client for the release of any such information provided only the necessary information is released to allow AAI to provide adoption services on behalf of the prospective adoptive family or the adoptive child. This does not preclude AAI from releasing family's name and number as a reference if family has signed a statement regarding permission to release such information.

Understanding of Agreement: Family represents and acknowledges that they have read and understand this agreement and accept its policies and conditions for working with AAI.

Client _____ Date _____

Client _____ Date _____

Signed and sworn before me this _____ day of _____, 20____

Signature of Notary _____

My commission expires: _____

Rev. 12/2011