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INTERNATIONAL ADOPTION SERVICE AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20____, by and between **The Open Door Adoption Agency, Inc.**, an adoption agency with principal location in the State of Georgia (hereinafter called “Agency”), and _____, residing in the State of _____, hereinafter called “Family.” (*Note: if couple, insert the legal names of both, e.g., John R. Doe and Jane E. Doe.*)

WHEREAS, Agency is a non-profit corporation licensed and in good standing in the State of Georgia to provide adoption services for individuals and couples, and is willing to commence work with and on behalf of Family; and

WHEREAS, Family desires to adopt a child from a country other than the United States (hereinafter referred to as “Foreign”) and wishes to obtain the services of Agency to assist as Primary Provider of such potential adoption;

NOW, THEREFORE, in consideration of the mutual promises, benefits, and payment herein, the parties hereto agree as follows:

1.0 AGENCY SERVICES

1.1 United States program services. In return for the **Fixed Agency Commitment Fee** set forth in Attachment A (Estimated Adoption Expenses) of this Agreement, Agency will provide to Family the following services:

- a. Establish foreign adoption programs including accreditation by foreign governments, identification of and establishment of communication with qualified foreign persons or entities involved in international adoptions, in order to commence the process of qualifying Family for foreign adoption and completing the adoption process on Family’s behalf.
- b. Prospective parent education, training, and information intended to assist Family in understanding international adoption, provided both directly and through referrals to outside training providers in conjunction with home study provider which will better prepare the Family for international adoptive

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parenting. Training will include both country specific and child specific education. Such prospective parent education and training at minimum will meet accreditation standards of the Hague Convention but will also include family and child specific elements as applicable for Family, as well as requirements of Family's state of residence.

- c. Establish permanent adoption files and maintain all documentation required under state or federal regulations. Such documentation will include foreign documents of adopted child upon receipt.
- d. Provide instructions to family and home study provider to successfully initiate the home study process. Facilitate communication between Family's home study provider and Family on their behalf and provide country criteria necessary to complete a home study. Review and accept or approve home study to ensure Hague compliance prior to finalization by preparer. At the time of referral and at the time of placement, notify home study provider to ensure smooth delivery of services regarding family counseling and preparation as well as post-adoption services.
- e. Provide Family access to the Agency's online guidebooks, specific to each country, which provide detailed information, training, and instructions regarding the adoption process.
- f. Assist in filing of necessary petitions with the U.S. Citizenship and Immigration Service (USCIS) to obtain the adoptive petitioner approval to complete an intercountry adoption (I-800a or I-600a approval), in compliance with the United States immigration laws and Hague requirements. Communicate on Family's behalf with USCIS if needed to address questions or issues.
- g. Provide Family access to Financial Coaching Service with which Agency partners, free of charge to Family, who may utilize these services as needed in order to receive advice and guidance towards funding their adoption expenses.

The provision of services by Agency as set forth above shall include, but not be limited to, all their associated personnel services, administrative overhead, training, education, communications, and publications.

1.2 Foreign country program services. In return for the **Fixed Agency Service Fee** set forth in Attachment A to this Agreement, Agency shall provide to Family the following services:

- a. Serve as liaison and coordinator on behalf of Family with Agency Foreign Representative (hereafter termed "Foreign Supervised Providers") to arrange an adoption through the process of qualification, identification of child to be adopted, and adoption, unless and until the process should be terminated as provided herein.

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- b. Prepare Family dossier, inserting Family's detailed personal information where possible. Provide complete instructions and assistance with completing all documents required to complete the dossier requirements of the foreign country. Review dossier documents once signed and provide feedback and advice for any documents which must be redone.
- c. Agency will mail Family dossier documents to foreign country to be submitted in a timely manner, upon translation, to the foreign Central Authority so that they can be reviewed and approved. Agency will assist with coordinating responses or additional documentation to the Foreign Central Authority in regard to the dossier and Family approval as needed. Submission of the dossier will include the submission of the home study of Family, with accompanying approval from USCIS and all document required by the Foreign Adoption Authorities.
- d. Reasonable efforts will be made to arrange for the adoption of a child, with due diligence and consideration of Family preferences and in cooperation with Foreign Supervised Providers. The identification process for a child will depend on the foreign country program from which Family is seeking to adopt. Agency will follow laws and procedures within the foreign country to assist Family with identifying child for adoption as needed. Relative adoptions or other pre-identified children must also follow all applicable laws and procedures of foreign country.
- e. At the time of child referral, provide or assign training and general counseling around the referred child's specific needs and characteristics with consideration given to the family's composition and background and information obtained from the home study. Provide additional training, resources, medical and psychological evaluation resources as appropriate. Ensure all medical and social information available from the foreign country about the child to be adopted is provided in full, and any supplemental, untranslated information is provided, along with referrals for obtaining translations for such documents.
- f. Provide guidance, information, and review of all documents necessary to apply with United States Citizen and Immigration Services (USCIS) for provisional approval of Petition to Classify Convention Adoptee or Orphan as an Immediate Relative (forms I-800 and I-600).
- g. Arrangement on behalf of Family for all foreign country legal representation (or other representation as needed in foreign country) required to obtain the Adoption Decree in compliance with foreign country laws.
- h. Foreign Supervised Provider will, if the Family has a pre-identified child desired for adoption, facilitate prior tentative approval for adoption, when possible, under foreign law, and consider initial tentative approval of the Family by the necessary levels of government in order to expedite the adoption.

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- i. Agency, in cooperation with its Foreign Supervised Provider will provide guidance in the securing of visas, travel arrangements, travel preparations, accommodations and ground transportation.

1.3 Documents, translation, and other services. In return for the variable and estimated **In-Country Fees** set forth in Attachment A to this Agreement, Agency will provide for Family:

- a. Translation of all documents associated with the adoption process, as may be required, into the foreign country language along with notarization and certification as required, as well as translation of foreign documents into English, as appropriate.
- b. Bi-lingual Foreign Supervised Providers will accompany the Family to the orphanage, and to all meetings with foreign country central authority when applicable throughout the adoption process. Providers will directly translate or arrange for translation during all meetings with foreign governments, officials, and child welfare caregivers.
- c. Assistance with the preparation and filing of all necessary legal documents of the foreign country that are required for adoption.
- d. Assistance with the preparation and filing of all necessary USCIS documents required for entry of child into the United States and completion of adoption.
- e. Except as specifically agreed to in Attachment A, Agency services do not include the obtaining or preparation of documents for Family in the United States, such as birth certificate, marriage license, and passports that may be required for qualification as a prospective parent and that are to be obtained and paid for directly by Family and not through Agency.

1.4 Home Study and Post Adoption Services. In return for the **Home Study and Post adoption Fees** set forth in Attachment A to this Agreement, Agency will provide Family with the following services, or help to arrange and coordinate same with Family's home study agency:

- a. For families residing in Georgia and utilizing Agency for the home study, conducting a home study by qualified persons licensed under the agency as agreed in separately signed International Homes Study Service Agreement. For out-of-state families, Agency will offer referrals to Hague or otherwise Accredited and licensed agencies in Family's state of residence. Agency will work with the Home Study Provider under an Exempt Provider Agreement. The Agency reserves the right not to work with specific home study providers if Agency is aware of a sanction against the provider, or if the Agency's experience is that the home study provider is not able to provide quality services.
- b. The home study shall be submitted to the foreign central authority, as part of the Family's dossier, in a timely manner.

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- c. Agency shall coordinate any Home Study Updates required by the State, USCIS, or the foreign country.
- d. Preparation and filing of post-placement and/or post-adoption reports as required by Georgia, and foreign country, and the Family's state of residence. The reports shall remain a part of the parent/child's permanent record and, upon request, shall be sent to Family's attorney for legal adoption re-finalization in the U.S. The home study and post adoption fees will be paid directly to the home study provider performing these services or held in escrow with Agency to be paid at time of service.
- e. Coordinating post-placement and/or post-adoption visitations and reporting as required by laws or regulations of the United States, state licensing authorities, or foreign governments, or by accreditation requirements of the Hague Convention. Preparation or receiving and forwarding reports to the foreign country, arranging translation and filing of post-adoption reports in compliance with foreign country requirements.

2.0 ADOPTION NOT GUARANTEED

- 2.1 **Placement.** The execution of this Agreement, the performance of Agency services, or the payment of any fees pursuant to it provide no guarantee, express or implied, of Family's approval as eligible for adoption, the adoptive placement of a child with Family, or successful final adoption of child by Family. The parties acknowledge that adoptions are subject to legal, political, and social factors not under control of Agency or Family and which may change from time to time.
- 2.2 **Child Requested.** Agency will not guarantee the placement of any one particular child, which Family may request. Many factors may affect a child's availability for adoption. If the first child proves not to be available for adoption, the agency will advocate for the family to find another acceptable referral. If so, then unexpended fees paid will be transferred to the other adoption. If not, certain fees will be refundable, as reflected in the Agency's Refund Policy.

3.0 FINAL DECISION TO ADOPT

After proper approval is granted by foreign and US authorities, Family shall have the right of final approval to accept or refuse the referral, placement and adoption of any child or children.

4.0 FAMILY PREFERENCES

- 4.1 **Initial declaration.** Family will inform Agency in writing of preferences such as age, gender, and ethnicity (if any), of an adopted child ("Preferences").
- 4.2 **Preference changes.** Preferences may subsequently be changed upon Family's notice to Agency prior to finalization of the home study. After that period, Family

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recognizes that changing preferences may involve additional services provided by the agency, such as a revised home study, immigration approval, or additional dossier documents submitted, together with additional expenses and extension of the time frame of the adoption process, as well as being subject to approval by outside parties.

5.0 REFERRAL OF POTENTIALLY ADOPTABLE CHILD

Agency will provide to Family the identification provided by Foreign Supervised Providers of a child or children potentially available for adoption (“Referred Child”). Agency does not guarantee that any Referred Child will meet the Preferences of Family as to child’s age, gender, and other characteristics, although Agency will assure that Family Preferences are made known, will exert reasonable efforts to fulfill them, and advocate for them, provided that such preferences have been approved by Agency and Family’s home study provider, as well as U.S. Immigration Authorities. While Agency works to consider Family’s preferences regarding an adoptable child or children, Family recognizes that Agency and home study provider must keep the best interests of a child foremost and may at times need to draw or modify parameters in regard to the number of children adopted, special needs characteristics, age of child and other characteristics based on Family’s composition and capacity.

6.0 INFORMATION ABOUT REFERRED CHILD

6.1 Medical/Social History. Agency will provide Family with all information received by the Agency 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.

Family will acknowledge receipt of child information and will maintain all information shared in a secure and confidential manner.

6.2 Medical Records. Agency will provide a summary of the child's medical records, and to the fullest extent practicable, a correct and complete English-language translation of such records, at the earliest point available, but 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.

6.2 Medical Records, Ukraine. The country of Ukraine is not part of The Hague Convention for International Adoption, and in accordance with their adoption laws (Article 905 Resolution of the Cabinet of Ministers of Ukraine, October 8, 2008, Number 57), information about the child’s medical records is provided at the time of Family travel. In Ukraine, the referral for the child is issued while Family is in

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Ukraine on the first trip. Medical/Social history is provided to Family during the first trip to the foreign country, and further documentation (school records, health card written documents) is provided during the final trip in country after the court decree is issued.

- 6.3 Family Concerns.** Family will discuss with Agency any questions or concerns about the information provided about the child presented to them and explore further the needs of a child in this developmental stage.
- 6.4 Accuracy or Completeness.** Agency does not guarantee the accuracy or completeness of any information, including medical information, provided by Foreign Government and/or through Foreign Supervised Providers, and Agency cannot independently verify such information. However, Agency will make reasonable efforts to obtain missing information and supplement information provided as it is able to do so. Agency itself does not guarantee the physical, mental, or psychological good health of the Referred Child nor the future outcome of the Referred Child. Agency will make no representation concerning such matters, and Family will not rely upon any such representation, if believed to be made, in Family's decision-making concerning the adoption of any Referred Child.
- 6.5 Independent Medical Opinion.** At Family's option or as required by Agency or foreign country, Family may obtain an independent medical opinion concerning the Referred Child prior to adoption, at Family expense, and rely upon that independent medical opinion in their decision whether to adopt. Family will also be provided with a list of International Medical Clinics and options for obtaining a medical evaluation of the child's information prior to acceptance of the child referral.
- 6.6 Accessing Adoptee Background Information.** Agency maintains adoption records in a safe, secure, and retrievable manner and makes readily available to the adoptee and the adoptive parent(s) of minor children upon request all information in its custody about the adoptee's health history and background, to the extent permitted by State law.

7.0 FAMILY OBLIGATIONS

Family agrees to comply with all agency policies prohibiting child buying. Please see section **11.3** for full policy and details.

7.1 Home study.

- a. Family, at separate cost and agreement, will authorize and cooperate in any home study required by state, United States or foreign country laws and regulations. This includes any Home Study Updates required by Agency, state of residence, United States Customs and Immigration Services (USCIS), or foreign country. The home study must be performed by a

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qualified agency licensed in their state of residence, and Hague or otherwise accredited as may be required. Agency will assist Family as requested in identifying a qualified agency or other provider and arranging for conduct of the home study.

- b. Family will cooperate and follow-through with recommendations made by the Agency, as well as by their home study agency, in conjunction with the home study process. This will include cultural, therapeutic, educational, supportive and/or other counseling services, if deemed necessary and appropriate.
- c. Home Study for Family must be reviewed and accepted by Agency prior to submission to U.S. Immigration Authorities (USCIS) and the I-800a or I-600a Immigration application.

7.2 Current, accurate information.

- a. Family acknowledges that Agency will rely upon a current home study. Further, Family acknowledges that Agency will also evaluate Family for child placement based on information provided by Family and others and upon interaction with Agency or home study agency staff.
- b. Family withholding criminal, mental health, or other pertinent information or lying to Agency representatives or home study provider may result in immediate termination of services, withdrawal of the home study approval, and notification of USCIS and foreign authorities of Agency's withdrawal of support. See 10.0 of this contract, Early Termination.
- c. Family affirms that all information supplied by Family to Agency has been and will be truthful, complete, accurate and current information. Family will notify Agency of any major change in Family situation, to include: family composition (i.e. death of immediate family member, addition of immediate/extended family member or house guest that may reside in Family's home on a permanent basis, etc.); marital status; medical status; financial status; pregnancies and miscarriages; working with another adoption agency; adoptive placement of a child not arranged through Agency; change of address; criminal charges and/or arrests of any nature brought against any household member. While all such changes should be disclosed in a timely manner, those impacting suitability or occurring close to the time of travel should be disclosed immediately.

7.3 Timely execution of adoption process steps and required documentation.

Family will perform all procedures in a timely manner and execute or obtain all legal documents required for international adoption as may be directed, required, or requested by Agency or government. Excessive delays in completion of the adoption process without notification or explanation by Family may result in the adoption process being terminated or put on hold. Family acknowledges that such procedures and forms will be multiple in both the United States and foreign country

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and subject to changes in form or requirement that may necessitate re-completion. Family further acknowledges that most documents required by foreign countries will be time sensitive and failure to gather documents in a timely manner could result in the expiration of documents already completed. Agency, with Attachment A, will apprise Family of the approximate cost of procedures, when payments are due, and whether their cost is to be paid by Family directly or to Agency for transmission to the appropriate organization or entity. Fees due to Foreign Supervised Providers for services rendered are paid through the Agency.

7.4 Adoption Readiness.

Family will complete all international adoption training, preparation, counseling, or any other steps the Agency deems necessary to prepare Family as required by Agency, state or federal regulations, either through Agency or another training provider, and will provide Agency with a certificate of training.

Family will prepare home, including physical facilities, for arrival of child.

7.5 Required travel. Family will arrange for and make all visits to Foreign country as may be required for purposes of adoption, at Family expense. Agency will facilitate such travel by providing information and arranging escorts and will assist with recommending or arranging accommodations. Family will make their own airline reservations. Family will immediately report to Agency any concerns or improper requests for payments made in the foreign country.

Family may travel to the foreign country to bring their child home only after the Agency has given their final approval to travel. All travel schedules must be shared with Agency in order to coordinate Family's travel with Foreign Supervised Providers and institutions.

7.6 Post Placement Monitoring and Reporting Requirements

- a. During any period of placement prior to the finalization of the adoption, Family agrees to comply and cooperate with all requirements of the foreign country and Agency. This may include monitoring or reports by Foreign Government, visitations, or other requirements specific to Foreign Country authorities.
- b. Any placement period taking place in the US must also comply with the state of residence requirements and is likely to have required post-placement reports and visitation by Family's home study agency.
- c. When a post-placement period exists and reports are required by the foreign country, Family agrees to complete all report requirements, including visitation by Family's home study agency/post-placement agency and

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provide all necessary information for the reports. Family's home study agency will prepare the report for the family.

7.7 Post Adoption Report requirements (see Attachment B).

- a. At family's separate expense, Family specifically will cooperate 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. Family will provide all required information for these reports. Such requirements may include, but not be limited to, post-adoption reports, registration of adoption with Foreign Embassy or Consulate, provision of a copy of child's Certificate of Citizenship once obtained, and provision of a copy of any United States re-adoption once undertaken. Family will make themselves available for post-adoption supervisory visits. Both parents and any children must be present for all post-adoption supervisory visits.
- b. To the extent that post adoption reports specifically are required, Agency will include an estimate of their costs and expected provider in Attachment A (Estimated Adoption Expenses) to this Agreement. Family will prepay the cost of such post-adoption reports, authentication, translation and mail to the foreign country.
- c. Family will submit post adoption reports as defined in Attachment B to the Agency on child and family adjustment. Family will provide Agency with all required medical reports, documents, information, post adoption reports, photos, and all other documents or information reasonably required by Agency during the post adoption period. Family will also submit the required number of clear, color photographs of the child and the family along with report (see separate Post-adoption Legal Procedures). These reports are required both by the Agency and most of the foreign governments. It is the Family's responsibility to comply with the requirements of the foreign government, state of Georgia, and receiving state requirements regarding post adoption reports. This is essential to keep the door open for other children to be adopted. Failure to do so also jeopardizes the agency's accreditation in the country and or our licensing here in the U.S. The requirement for post adoption reports is a contractual obligation by the Family which must be complied with and will be enforced by Agency.
- d. Family will submit post adoption reports as defined in Attachment B to the Agency on child and family adjustment. Family will provide Agency with all required medical reports, documents, information, post adoption reports, photos, and all other documents or information reasonably required by Agency during the post adoption period. Family will also submit the required number of clear, color photographs of the child and the family along with report (see separate Post-adoption Legal

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Procedures). These reports are required both by the Agency and most of the foreign governments. It is the Family's responsibility to comply with the requirements of the foreign government, state of Georgia, and receiving state requirements regarding post adoption reports. This is essential to keep the door open for other children to be adopted. Failure to do so also jeopardizes the agency's accreditation in the country and or our licensing here in the U.S. The requirement for post adoption reports is a contractual obligation by the Family which must be complied with and will be enforced by Agency.

- e. Family understands and agrees that some foreign countries, other states, judges or other governmental agencies may require additional post adoption visits or services, additional doctor visits, additional medical reports and other documentation and reports beyond what is currently outlined. In such an event, family agrees to arrange for and pay for the same.

Please refer to the International Post Adoption Legal Procedures attached hereto as Attachment B.

- 7.8 Adoption permanent.** Family acknowledges that the adoption of a child when finalized is permanent. When the adoption of a child is made final, Family will be legal parents of the child and will have the same responsibilities and rights regarding the child as biological parents have.

Family will care for the child with love and affection and provide for his/her social, physical, emotional, educational and spiritual needs. Family will further ensure that the child receives all documents needed to establish identity and citizenship, including, but not necessarily limited to Social Security number, Certificate of Citizenship, and optionally, a birth certificate issued in the United States, as well as a U.S. Passport.

Family will be responsible for retaining legal counsel to complete re-finalization of adoption in U.S. should parents wish to re-finalize or should it be required in their state of residence or due to receipt of an IR4 Visa. Family is responsible for all costs of re-finalization. Family will submit to Agency a copy of the final U.S. adoption decree. See Attachment B

Family understands that they may contact the Agency at any time, prior to or after re-finalization, with questions, concerns and/or information.

Family agrees to inform Agency regarding any serious medical conditions or complications, serious injury or death, or occurrence of abuse, neglect, or endangerment of the adopted child.

8.0 FAMILY PRIVACY

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Family and Agency understand and agree that all Family information contained in the adoption record, including but not limited to application, pictures, letters, autobiographies, financial records, medical records, reference letter, home study and post-adoption supervisory reports and evaluation results are considered strictly CONFIDENTIAL. In cases in which one adoptive parent requests information in Family's file, Agency will not release information without both parent's request and will only release the same information to each adoptive parent (if an adopted couple) as opposed to releasing to one parent or the other. Information will not be released by Agency to any other individual or agency without the express written permission of Family, unless it is necessary to the accomplishment of services for Family and required or permitted by state or federal law for authorized purposes including but not limited to the following:

- 8.1 Necessary Disclosures.** Family's files are kept strictly confidential except when information is provided to home study provider, referral agencies, foreign countries, and courts, to federal, state and local government agencies and as otherwise set out in this Adoption Service Agreement. Agency will also release information when required under law, regulation, court order, and has no further control over what they do with the information, once released.
- 8.2 Authorized Release.** Family authorizes Agency to release home study, supporting documents, dossier documents, post adoption reports, profiles or any other document, to US and foreign government offices, other child placing agencies or attorneys charged with assisting in the completion of the adoption, including US Immigration and Citizenship Services, Interstate Compact, or any other official needing the aforementioned to complete or supervise the adoption.

9.0 TERM AND TIME ESTIMATE

- 9.1 Initial term.** The initial term of this Agreement shall commence on the date this document is executed on page one and will continue until Family and Agency have completed post-adoption report requirements, or until terminated as provided for herein.
- 9.2 Time estimate.** Prior to providing services, Agency will provide Family an estimate of the time required for various steps in the adoption process and inform Family of any significant changes in the estimate as the adoption process goes forward.

Family acknowledges that Agency does not guarantee that the adoption will be accomplished within the time estimated. Family acknowledges they have been expressly informed that the time required for adoption may be lengthened or shortened by (a) factors affecting the foreign adoption 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 Family's

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child preferences, (d) Family's completion of required documents for home study and dossier, and (e) other unforeseen circumstances.

10.0 EARLY TERMINATION

10.1 Notice of early termination.

- a. Family 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 Family.

10.2 Obligations upon early termination.

- a. Upon such notice by Family 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 **Section 11.3 of this Agreement**. Agency will provide Family notice of any fees or costs remaining due.
- b. In accordance with Accreditation Standards, Agency has a plan for Case Transfers in the event the Agency can no longer provide Primary Provider Services.
- c. If Agency withdraws recommendation of the Prospective Adoptive Parents for adoption, Agency will notify Family and Home Study Preparer of the intent and reasons for withdrawal in writing. After informing Family, Agency will further notify USCIS of the withdrawal of its recommendation and/or approval of the family and the reasons for withdrawal.
- d. Family will pay the costs of any adoption activities by Agency or Foreign Supervised Providers commissioned and underway prior to date of termination notice and reimburse Agency for any costs incurred but not paid for.
- e. Agency will provide any refunds due to Family pursuant to **Section 11.6 of this Agreement** within 60 days of termination of services.
- f. Family understands that when their file is closed, for any reason, any subsequent services will be billed at the new current rate.
- g. Agency maintains written records of Family's reason for early termination.

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11.0 FEES AND EXPENSES

11.1 Provision of anticipated fees and expenses.

- a. In compliance with accreditation and other standards, Agency hereby provides Family in Attachment A to this Agreement an itemized listing of all fees and estimated expenses expected in conduct of the international adoption activities envisioned herein. The listing sets forth components of fees and expenses that are applicable to and expected to be borne by Family, indicates whether payment is to be made by Family 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 or variable and estimated, and the due times of payments.
- b. Estimates for length of travel and stay in a foreign country and estimates of costs and expenses when given by Agency are given to the best of Agency's understanding based on previous experience. Travel time can be extended for a number of reasons such as strikes in the foreign governments, illness and schedules of government employees such as judges and social workers, holidays, requirements imposed by the courts, etc. The number of trips could be increased due to the foregoing or other unanticipated conditions. A Family's financial resources should be sufficient to cover additional trips and extended stays if necessary. Family acknowledges that Agency is not responsible for any travel expenses of Family and Family assumes all risks and expenses of travel.
- c. Family understands that all adoption expenses and all other expenses of any kind or nature incurred by Family or in Family's behalf are the responsibility of Family and not the responsibility of Agency with further reference to **Section 11.2 of this Agreement**.
- d. Family will be responsible for payment in a timely manner all third party expenses. The commitment fee is due upon signature of this agreement and before any document preparation can begin. Family will submit balance of the agency service fee before documents are sent to foreign country. In-country fixed costs and costs paid directly by the Foreign Supervised Provider must be paid before traveling to foreign country. Some estimated in-country variable costs, such as travel and lodging costs and third-party post-adoption expenses (i.e. passport, visa, medical exam) will be paid directly by the family at the time of service in the foreign country as outlined in the country specific fee schedule.
- e. Agency will only charge additional fees and expenses beyond those set forth in Attachment A as provided in the following Section 11.2 of this Agreement.

11.2 Handling of unforeseen additional expenses.

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- a. Agency will attempt to identify, to the extent it is able to, and disclose, in writing by Attachment A, all fees and estimated expenses for their adoption.
- b. Family acknowledges that those fees and costs identified on Attachment A as Variable and Estimated may be greater or lesser than the estimates provided.
- c. Prepaid fees and estimated expenses paid to Agency are held in escrow until the time of payment for actual costs incurred which may be more or less than collected.
- d. Agency does not customarily charge additional fees and expenses beyond those disclosed in Attachment A. If unforeseen costs for which Family will be accountable are incurred in the foreign country, Agency discloses the fees and expenses in writing.
- e. Agency will obtain the specific consent of Family prior to expending on Family's behalf any foreign country cost over \$1,000 for which Family will be accountable, and which is above the estimates in Attachment A or unforeseen and not included in Attachment A, or Agency will give Family the opportunity to waive the notice and consent requirement in advance. However, Family agrees in advance to pay actual variable costs, including transportation, translation, and interpreter expenses even if these exceed estimates. Any actual variable expenses in excess of prepaid estimates will be invoiced by the Foreign Supervised Provider through Agency and paid by Family at the end of each trip.

11.3 Agency accountability.

- a. The Open Door Adoption Agency, Inc. provides adoption services ethically and in accordance with the Convention's principles of ensuring that intercountry adoption takes place in the best interests of children and preventing the abduction, exploitation, sale, or trafficking of children and is accountable to the Secretary and the Accrediting Entity with Jurisdiction over the agency.
- b. Agency complies with applicable laws in all foreign countries in which it provides adoption services.
- c. Agency, in accordance with the Intercountry Adoption Act (standard 96.36), prohibits its employees and agents, including Family, from giving money or other consideration, directly or indirectly, to a child's parent(s), other individual(s), or an entity as payment for the child or as an inducement to release the child. If permitted or required by the child's country of origin, an agency or person may remit reasonable payments for activities related to the adoption proceedings, pre-birth and birth medical costs, the care of the child, the care of the birth mother while pregnant and immediately following birth of the child, or the provision of child welfare and child protection services generally. Permitted or required contributions shall not be remitted as payment for the child or as an inducement to release the child.

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- The agency or person has written policies and procedures in place reflecting these prohibitions and reinforces them in its employee training programs.
- d. Agency requires its employees and Foreign Supervised Providers to retain a record of all payments and fees tendered in connection with an intercountry adoption and the purposes for which they were paid. These are to be maintained in the adoption record.
 - e. Within 60 days of completing services for Family, Agency will provide Family an accounting of total fees and expenses incurred in delivery of its services.
 - f. Agency provides written receipts to Family for fees and expenses paid directly by Agency in the foreign country and retains copies of such receipts in the event of unforeseen additional costs not accounted for on Agency Fee schedule.
 - g. At or before the final accounting above, Agency will return to Family any unearned or unused funds paid directly by Family to Agency for purposes of transmission to other payee(s).
 - h. To minimize Family 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 Family agreement to pay.

- a. Subject to any other terms of this Agreement, Family will make payment promptly at the indicated due time for all those fees and expenses listed on Attachment A to this Agreement and payable to Agency or to Foreign Supervised Providers through Agency transmission.
- b. Family will pay promptly all those fees and expenses that are indicated on Attachment A as payable by Family directly to payees other than Agency or Foreign Supervised Providers.
- c. Family is responsible for direct payment of all the travel expenses to and from the country from which a child is to be adopted. These expenses include airfare, accommodations, food, visa fees, medical exam fees, etc. Agency has information available regarding these estimated costs.

11.5 Failure to pay fees and expenses due. In the event Family fails to make payment as due to Agency and Foreign Supervised Providers, 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, Family will remain liable for fees due prior to termination.

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11.6 Refunds. In the event this Agreement is terminated, refunds by Agency to Family shall be as set forth in the Agency Refund Policy attached as Attachment A to this Agreement within 60 days of completion of delivery of services. Certain 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 A. Travel-related costs and other expenses paid personally by Family shall not be refundable or reimbursable by Agency. Foreign country fees are paid in increments as services are rendered and are non-reimbursable once paid, unless otherwise specified in the county-specific refund policy. Post Adoption fees held in escrow are not refundable once an adoption is final until evidence that all post adoption reporting requirements have been met.

12.0 COMPLAINTS AND GRIEVANCES

Agency has provided to Family information about its Client Complaint/Grievance Procedure as set forth in Attachment D to this Agreement, and Family acknowledges receipt of same.

13.0 EXPRESS ACKNOWLEDGMENT OF MEDICAL RISKS

In accepting a child for adoption, Family acknowledges the risks and understands the Agency's Agreement of Assumption of Risk and Informed Consent as set forth in Attachment E to this Agreement, and Family acknowledges receipt of same.

In accepting such risks, Family will assume full responsibility for care of the adopted child including financial responsibility for educational, mental, and physical health-related services, or any other needed services obtained for and provided to child.

14.0 DISRUPTION OF ADOPTION DURING PLACEMENT PERIOD

A disruption of an adoption occurs when the family or the child no longer wishes to proceed with the finalization of an adoption after the grant of legal custody to the family, but before the adoption is fully final. As this process and time frame may vary from one country to the next, please see **Attachment C** for full details around Agency's disruption policies and services.

15.0 AGENCY SERVICES FOR, AFTER ADOPTION DISSOLUTION

15.1 Referrals Upon Dissolution. A dissolution occurs when an adoption has been fully finalized either in the foreign court or in the United States. The Agency will provide information and referrals to appropriate resources, including counseling, should the Family inform Agency that Family wishes to dissolve an adoption. In the event of a dissolution, Agency will refer families to several outside organizations who offer services to assist with dissolving an adoption and finding a second family for the child. These outside agencies cannot guarantee the

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successful readoption of the child and do not eliminate the need for an attorney to provide for the legal transfer of custody for the child. In no circumstance should the Family transfer custody of the child outside of state or federal guidelines.

15.2 Termination of Services. Agency will not provide any services other than information and referrals to Family in support of the legal dissolution of Family's adoption of a child pursuant to this Agreement, once such adoption is legally final, nor is Agency obligated to provide any services to Family following such dissolution.

15.3 Notification of Agency in the Event of a Dissolution. Family will notify Agency immediately in the event they have an intent for a dissolution of the adoption. Family will communicate with Agency to keep Agency informed of child's placement into any new family. Family agrees to follow all federal, state and local laws of their residence during the dissolution, transfer of custody, and re-adoption. All pertinent information about the legal transfer of custody will be provided to Agency. Family will communicate any remaining post adoption report requirements to the new adoptive family with the expectation that they can be completed and submitted to the foreign country on time.

16.0 OBTAIN PERMISSION FOR ANY DIRECT CONTACT WITH FOREIGN ORPHANAGES, FOREIGN GOVERNMENT OFFICIALS OR AGENCY FOREIGN SUPERVISED PROVIDERS

Family will not make direct contact with an identified child's birth parent, legal custodian, or other individual or entity responsible for the child's care unless otherwise permitted in the following situations: if the Family has already received an approval from USCIS via the I-800a or I-600a and the Family dossier has been submitted and approved by the foreign country such that they have approved Family to adopt; if the foreign country has already permitted earlier contact, either in the particular instance or through laws or rules of general application, and the contact occurred only in compliance with the particular authorization or generally applicable laws or rules; or if the child is already a relative of the Family. Such contact could jeopardize Family's adoption through either violation of United States federal regulation (8 CFR 204.309) or through violating foreign country law and is generally prohibited according to the Articles of the Hague Convention on Protection of Children and Cooperation in Respect of Intercountry Adoption. For families who previously hosted a child through a hosting organization and have already been in contact with the Agency Foreign Supervised Provider, the director of an orphanage, or with other legal custodian of a child, Family agrees to discontinue direct contact with Foreign Supervised Provider upon application with Agency, and any foreign Child Welfare providers (including orphanage directors) until the time of travel, or only with the express permission and knowledge of Agency. Family agrees to notify Agency of any contact or attempted contact by hosted child's birth family members or Child Welfare providers.

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Should Agency have concerns regarding communication between hosted child and Family, Agency reserves the right to request access to such communication should this be needed to protect the best interests of the child. Family agrees not to pressure or take actions which might be considered as inducement towards a child regarding their consent for adoption and will notify Agency with any issues arising in this regard. Agency wishes to assist Family with navigating communication and to protect Family from any attempt at fraud within the foreign country. Family may reach out to Agency with any or concerns.

Agency recognizes that in some cases, Family has previously traveled to foreign country prior to initiating an adoption and may have previously met a child they now hope to adopt. Family agrees to notify Agency about any prior contact with orphanage or child, or child welfare officials and follow guidance offered by Agency in such a situation as to how such prior contact should be handled from the time of the signed Service Agreement moving forward with the adoption process. Family understands that other than indicated on the fee schedule, they should not give any funds directly to an Agency Foreign Representative, Orphanage Director, or anyone else involved with the custody or care of the child. Sending funds outside of those listed on fee schedule (**Attachment A**) could constitute a violation of U.S. Law and Agency's child buying policy. Should Family receive any request from foreign country for funds, they should contact Agency directly with such information.

All communication with Agency Foreign Representative must include Agency at all points prior to travel to the foreign country. Circumventing such communication requirements could result in delays or mistakes in the adoption process, misinformation, or misunderstanding and is strictly for the Family's protection.

17.0 ARBITRATION CLAUSE

In the event of any dispute, claims, questions or arising out of or relating to this Agreement (a "Controversy"), the parties shall use their best efforts to settle such Controversy. To this end, the parties will consult and negotiate with each other in good faith and, recognizing mutual interest, attempt to reach a just and equitable solution to the Controversy satisfactory to both parties. If the parties do not reach such solution within a period of thirty (30) days after written notice by a party to the other party of the existence of a Controversy, subject to arbitration in the manner provided in this Agreement, such Controversy shall be resolved by binding arbitration administered by The American Arbitration Association under its Commercial Arbitration Rules as modified below. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

The Arbitration shall be conducted pursuant to the terms of the Federal Arbitration Act title 9, U.S. Code) and the Commercial Arbitration Rules of The American Arbitration Association, except as modified or otherwise specified herein. The arbitration process shall be conducted before a single, neutral arbitrator, who shall be an adoption attorney with a minimum of ten (10) years' experience in adoptions and disinterested in the outcome of the arbitration. Arbitration proceedings hereunder shall be conducted in Thomasville, Georgia, unless otherwise agreed to in writing by all parties. Limited civil discovery shall

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be permitted for the production of documents and the taking of depositions of witnesses. The Arbitrator and the arbitration procedure shall be governed by Georgia law and any limited discovery allowed by the Arbitrator shall take place in accordance with the Georgia Civil Practice Act. All issues regarding discovery requests shall be decided by the arbitrator. To the maximum extent practicable, decisions regarding discovery requests shall be decided by the arbitrator. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within ninety (90) days of filing of the dispute with The American Arbitration Association. The award of the arbitrator shall be final, binding and conclusive upon the parties, and need not be accompanied by a reasoned opinion. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees, or otherwise allocate such costs and fees between the parties in such manner as the arbitrator may determine to be just and appropriate. "Costs and fees" means all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel and expenses, out of pocket expenses, such as copying, telephone, court costs, filing fees, witness fees, and attorney's fees. Neither party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

The arbitrator will have no authority to award punitive or exemplary damages, or any other damages not measured by the prevailing party's actual damages (including assessable costs and attorney's fees as provided herein), and may not, in any event, make any ruling, finding damages that do not conform to the terms and conditions of this Agreement.

18.0 CHANGE, MODIFICATION, OR REVISION OF AGREEMENT

- a. Any changes, modifications, or revisions to this Agreement, to be effective and legally binding, shall be expressed in writing and signed by Family and Agency. No oral agreements, changes, omissions, modifications or revisions of any kind whatsoever are to be given any legal effect or recognition, unless first so expressed in writing and signed.
- b. The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every other provision of this agreement.

19.0 APPLICABLE LAW

This Agreement shall be governed by and construed under the laws of the State of Georgia, which shall also have jurisdiction in the resolution of any dispute arising.

20.0 ENTIRE AGREEMENT, BINDING CONTRACT

This Agreement and its Attachments A, B, C, D, E, & F represent the entire agreement between the parties. Any other agreements, statements, obligations, and promises have been incorporated into this Agreement, and this Agreement supersedes any contrary oral

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or written representations. The paragraph and section headings contained in this Agreement shall be given no legal effect.

SAMPLE

Family Initials _____

IN WITNESS WHEREOF, the parties hereto have set their hands to this Agreement:

Adoptive Father Signature Date

Printed Name

Adoptive Mother Signature Date

Printed Name

Sworn to and subscribed before me this ____ day of _____, 20__.

Notary Public (Signature)

Notary Public (Print Name)

The Open Door Adoption Agency, Inc.

Agency Representative Signature Date

Printed Name/Position

Sworn to and subscribe before me this ____ day of _____ 20__.

Notary Public (Signature)

Notary Public (Print Name)

Attachments:

- A. Fixed Agency Fees/Estimated Adoption Expenses/Refund Policy
- B. International Post Adoption Legal Procedures
- C. Services in the case of a Disruption of the Adoption
- D. Client Complaint/Grievance Policy
- E. International Adoption Agreement of Assumption of Risk and Informed Consent
- F. Affidavit and Statement of Understanding

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Attachment C.

Agency Services in the event of Disruption of an Adoption During a Placement Period

A disruption of an adoption occurs when the family or the child no longer wishes to proceed with the finalization of an adoption after the grant of legal custody (sometimes known as “placement” or a “bonding period”) to the family, but before the adoption is fully final. Some of Agency’s current Country Programs do not have a placement period at all, and others have a brief placement period with physical custody of the child in the foreign country. On rare circumstances there may be post-placement period in the United States. Agency services are the same whether the placement period occurs within the foreign country or within the United States. At the same time, Agency recognizes that the adoption process could change during the time period a family is adopting, based on decisions made by the foreign country, and therefore Agency seeks to describe full parameters of services it may offer depending on the nature of the placement period and the laws, processes, and requirements of the foreign country.

In accordance with all current foreign country procedures, should a placement for adoption disrupt while the family is in the foreign country, the foreign government child welfare authorities will regain custody of the child in accordance with all Agency’s current Country Program procedures and Service Plans. The foreign country will be responsible for making decisions about the child’s transition to a new placement, usually to the child’s former orphanage or foster home. Agency’s Foreign Supervised Provider will assist Family in working with foreign government during this process, acting at all times in the best interest of the child. Agency will provide support, information and advice, and answer questions for Family to the best of its ability, as well as arranging for counseling for Family, should Family wish and should this be a possibility for Family in their current location and situation. Agency will further work to assist Family with any crisis of placement in order to resolve the issues occurring prior to a disruption taking place.

Agency will act promptly and in accord with any applicable legal requirements to remove the child or assist or cooperate with the removal of the child, when the placement may no longer be in the child’s best interests. While the current processes in all foreign countries in which Agency operates does not allow for Agency to provide temporary care for the child, or to find an eventual new adoptive placement for the child, should this be permitted in the future by foreign country, Agency would take such steps always taking in consideration the best interest of the child.

In consultation with the US Department of State, Agency will inform the Central Authority of the child’s country of origin (the foreign country) about any new prospective adoptive parents should this be allowed within the foreign country’s procedures.

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Attachment C: (continued)

Agency Services in the event of a Disruption of an Adoption During a Placement Period

- Family will notify Agency promptly if significant problems arise in the relationship or situation of Family and child during such time. Agency will work to arrange for counseling with a person with suitable skills, at the Family's expense, in the event of a crisis or with significant difficulties during placement. Agency will further provide advice and other resources to assist Family most appropriately.
- Family will assume full legal and financial responsibility for transfer of custody in an emergency or in the case of an impending disruption and for the care of the child, promptly paying or arranging for payment of all expenses incurred meeting the child's needs. Family must notify Agency immediately in the event of their decision to disrupt an adoption so that Agency may assist them with ensuring the best interests of the child, as well as following legal adoption procedures within the foreign country. Agency will assist Family with support and resources as described above and with notifying appropriate authorities of the disruption.
- Agency will consider the child's views as appropriate in light of the child's age and maturity. If child is required to provide consent to adoption within the foreign country, then Agency will consider the child's views with respect to their wish to be adopted. Disruptions may occur either within the foreign country or in the United States due to a child's wish not to be adopted. Agency will seek to comply with the legal process within the foreign country while also respecting the child's wishes and take into account these factors to serve the best interest of the child while following laws within Family's state (should the child be residing with Family in their residence at the time of disruption) and foreign country.
- Agency will seek to return child to the child's country of origin as a last resort (should the placement period occur in the United States), if determined to be in the child's best interest and only if the Central Adoption Authority of the Foreign country government as well as the Central Authority of the United States (Department of State, Office of Children's Issues) has provided prior approval in writing for such return.
- Agency and Family will work at all times in the best interests of the child concerned.

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- Agency may conclude that continuing the Placement Period and Family's subsequent final adoption of the child are not in the child's best interest if it believes that child neglect or abuse is occurring. In such event, Agency, in compliance with laws and regulations in the child's current location, will report such suspected neglect or abuse immediately to appropriate law enforcement and public child welfare authorities and cooperate fully in their investigation and its resolution. In such situation Family agrees to share information to further the best interest of the child and cooperate with Agency as necessary.
 - As per Georgia Child Placing Agency regulations Code 290-9-2, prospective adoptive parent(s) agree to report to Agency within 24 hours whenever a child receiving services through Agency requires medical attention as a result of or in connection with the use of behavior management techniques or emergency safety interventions outlined in the **Open Door Discipline Policy for Adoptive Families**.
- If local law enforcement and public child welfare authorities investigate reports of child abuse or neglect, whether or not they act to remove the child from the home, and assume temporary custody and care of the child, then:
 - Agency will cooperate with local authorities to ensure the child is safe, and provide any information requested in the interest of the child's welfare. Agency will notify the Foreign Central Authority about the change in custody and assist with arrangements to return the child if requested by authorities.
- In the event removal of the child from Family's home is the result of action by law enforcement or child welfare authorities, Family will have financial and other responsibility for the child's care as is required by laws and regulations of the county, state, or other jurisdiction governing such circumstance.
- Family will have a plan for care of the child in the event of a crisis, death, or other unexpected event which would prevent Family from caring for child during the placement period, which would cover any period until Family might resume care for the child or the child's custody could be safety transferred to an appropriate new placement as determined by specific country procedures, foreign governmental authorities, U.S. governmental authorities, and Agency.

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