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96.39 (a3) Adoption Service Contract part 1 of 4
ADOPTION SERVICE CONTRACT BETWEEN HOPE INTERNATIONAL
AND PROSPECTIVE ADOPTIVE PARENTS

Hope Adoption, Inc. d/b/a Hope International ("Hope" or the "Agency") is happy to have the opportunity to assist you with your intercountry adoption from [Country Name]. This contract is between Hope and [prospective adoptive client(s)].

This contract together with any addenda attached hereto (the "Agreement") will define Hope's agency fee (the "Agency Fee") as well as the additional costs/expenses that Hope anticipates you will incur in pursuit of your intercountry adoption. The Agency will not commence work on your adoption until you have signed this Agreement and returned it to the Agency together with the portion of the Agency Fee due upon the signing of this Agreement (See "Initial Payment" below).

Any reference to "child" may also mean "children." Any reference to "parent" may also mean "parents." Any reference to "client" may also mean "clients." Any reference to "you" shall mean both husband and wife if married, and shall mean you, if adopting as a single person. The words "foreign" and/or "foreign country" are interchangeable with any country with which Hope works on your behalf.

Now therefore, in consideration of the forgoing premises and agreements made herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound, agree as follows:

1. AGENCY FEES

To secure the services of Hope in connection with your intercountry adoption, you agree to pay to the Agency an agency fee of [\$4,000.00-\$6,000] for services associated with the adoption of one child or [\$6,000.00-\$8,000.00] for services associated with the adoption of two children (the "Agency Fee"). This Agency Fee is divided into two separate payments. The first of these two separate payments (\$2,000.00-\$3,000.00) along with the adoptive home screening fee (\$1,450.00) and the dossier preparation fee (\$500.00-\$750.00) make up the initial payment of [\$.00]. The **Initial Payment (\$)** *plus expenses described below* are due upon the signing of this

Agreement. The Agency will not commence work on your intercountry adoption until the Initial Payment and expenses are received. There will be certain incidental out of pocket expenses incurred by the Agency that are necessary to the adoption process which are in addition to the Agency Fee and are further detailed herein.

The Agency Fee covers payment of the Agency administrative fees, including but not limited to: The Agency dues and memberships, Agency personnel costs, training and education, communications and publications costs, Agency overhead, operational costs, general business expenses, preparation and maintenance of files and documentation, oversight and case management of your adoption by the Agency staff, Agency advertising, and any other costs related to providing adoption services in the United States.

In the event that you choose to change country programs, you will not be obligated to pay the Agency Fee a second time, but you will be asked to execute a new addendum for the new country. You may incur additional service fees (for example, a second dossier preparation fee or home study update) that are due and payable by you upon request by the agency.

The balance of the Agency Fee [\$2,000-\$3,000] if only one child is adopted or [\$4,000.00-\$6,000.00] if two children are adopted, plus the Texas Post Adoption Supervision fee of \$750.00 comprise the final payment to the Agency ("Final Agency Fee Payment"): \$__ for one child; \$__ for two children. The post-adoption fee is pursuant to the terms and condition set forth in #10. The Final Agency Fee Payment is due and payable by you upon request by the Agency ***prior to your intended departure date to travel*** to [Country] to finalize your adoption.

The Agency reserves the right to withhold post adoption services until you have paid for such services and any balance owed to the Agency.

The Final Agency Fee Payment will be placed into a trust account set up by the Agency. The Final Agency Fee Payment will be transferred to another adoption if you are unable to complete the foreign adoption of the child you traveled to adopt. However, once a child is adopted by you under foreign laws and/or once you have attended the adoption court hearing for a particular child, the Final Agency Fee Payment becomes non-refundable. **YOU SHOULD NOT ATTEND THE ADOPTION COURT HEARING FOR A PARTICULAR CHILD UNTIL YOU ARE CERTAIN ABOUT ADOPTING THAT CHILD.** If you decide to suspend or cancel the adoption prior to court, a portion of the Final Agency Fee Payment may or may not be refunded to you in the Agency's sole discretion.

Services that will be provided to you by the agency or on its behalf are as follows:

- Adoption education/referral to resources;
- Adoptive home screening and annual updates;

- Facilitation with the U.S. Citizenship and Immigration Services (“USCIS”) regarding I600/I800A and I600/I800 filing;
- Assistance with dossier preparation
- Review of the child referral information with adoptive parent and referral to local medical evaluation resources;
- Completion of adoptive home screening agency specific dossier forms;
- Maintaining contact with in country contacts as necessary to facilitate the adoption;
- Response to reporting data as requested the Department of State;
- Post Adoption supervision as outlined in enumerated paragraph 10 below; and
- Providing administration of foreign follow-up reports as required (see enumerated paragraph 11 below)

2. FOREIGN PROGRAM FEES

The Foreign Program Fee for [Country] for one child is \$_____ for one child and \$_____ for each additional child. You are required to pay the Foreign Program Fees pursuant to the terms and conditions set forth in the country-specific addendum A to this Agreement ("Addendum A"), which is attached hereto and incorporated herein by reference.

ADDITIONALLY, THE FOREIGN GOVERNMENT MAY INCREASE THEIR FEES WITHOUT NOTICE TO US. SHOULD THIS OCCUR, YOU WILL BE NOTIFIED AS SOON AS WE ARE AND YOU CAN INDICATE IF YOU WOULD LIKE TO CONTINUE WITH THE ADOPTION.

3. OUT OF POCKET EXPENSES

Long distance telephone charges, any courier or overnight mailing fees, mileage reimbursement, and other expenses incurred in connection with your adoption will be billed to you on a regular basis. Also, you will be billed for the cost of apostilles and any other authentication needed to prepare your dossier for the foreign country. You will also be billed for filing fees incurred on your re-adoption/registration of foreign adoption decree. At the time of contracting with the agency and paying your Initial Payment, you will also pay **an initial expense retainer of \$1,000.00** (“Expense Retainer”). The Agency will not incur any expense on your behalf until receipt of, and/or replenishment of, the Expense Retainer. This money will be placed in a trust account, and expenses incurred on your case will be deducted from the expense retainer. You will receive a regular invoice that will reflect what has been billed against your account, and you will be notified if/when more money is needed. If the balance falls below \$100.00, we will request additional monies depending on the length of time remaining until your adoption is complete, and the expenses that can be expected to be incurred.

4. REFUND POLICY

The Expense Retainer is refundable, which means that when the adoption and all post adoption

services are complete and if there are monies left in the retainer after all expenses as well as any unpaid and due fees under the Agreement are paid, those monies will be refunded to you within sixty days of your case closure.

Once a service (i.e. adoptive home screening or post adoption supervision) has been rendered, the fee is non-refundable.

The initial Agency Fee payment is non-refundable at the time it is paid. The Foreign fee is non-refundable at the time it is paid. If an adoption were not completed, the amount of a refund, if any, would depend on when in the process the prospective adoption did not complete, and which services were completed.

5. RISKS INHERENT IN INTERCOUNTRY ADOPTIONS STATEMENT

The Agency wants to prepare you for the possible difficulties, frustrations, and disappointments that can occur during the adoption journey. The Agency will provide you with professional service and do all it can to make this a positive experience for you; however, some factors are not in the Agency's control. By being able to understand these factors and what is and is not in Agency's control (or your control), you can set realistic expectations to prepare for the adoption journey. Before the adoption is final, the child referred to a family is not legally your child. There are possible risks that the adoption will not be completed. Until the adoption or guardianship is approved, and all final paperwork has been completed, you will not be able to visit the child in the foreign country, unless authorized by the foreign adoption authorities.

You will be required to review and sign a Risks Inherent in Intercountry Adoptions Statement, which outlines the possible medical, physical, emotional, developmental, genetic, legal, travel, and other risks that are associated with an intercountry adoption. This statement is meant to ensure that you have been informed by the Agency, to best of its ability, regarding these risks prior to your contracting with the Agency for any adoption and/or adoption services. You acknowledge receipt of the attached Risks Inherent in Intercountry Adoptions Statement and enter into this agreement having been informed about the risks associated with intercountry adoption, over which the Agency does not have control. To the extent permitted by law, you agree to hold harmless the Agency, its employees, agents, and attorneys for any and all costs, losses, or liabilities arising out of this Agreement or the services provided under it as further provided herein.

6. ADOPTIVE HOME SCREENING

Hope has agreed to conduct an adoptive home screening on your behalf. In Texas, your adoptive home screening is good for 12 months from the date of the approval of the adoptive home screening. You are required to have your adoptive home screening updated annually.

a. TIMING OF AN ADOPTIVE HOME SCREENING

- 1) Please be advised that we cannot arrange for a social worker to schedule the home visit for your adoptive home screening until you have: 1) completed and returned the signed Agreement and contracting forms; 2) returned copies of driver's licenses and social security cards for all household members over age fourteen; and 3) paid the initial agency fees.
- 2) Once you have returned the completed documents and paid for your adoptive home screening, the social worker will send you a home study packet of information to complete and return prior to the scheduled visit. From the time you return the home study packet, barring any extenuating circumstances, an adoptive home screening takes approximately four to six weeks to complete and an expedited adoptive home screening takes four weeks or less to complete.
- 3) Two family contacts will be made by the agency social worker. Texas standards require that at least one home visit is made at a time that all family members are present. Both joint and individual interviews are required for all persons over three years old.

b. FEES

The fee for an adoptive home screening is \$1,450.

c. ADOPTIVE HOME SCREENING UPDATE

An adoptive home screening must be updated every 12 months from the date of the approval and/or after a major life change. A major life change includes, without limitation, change of residence and/or employment, marriage, divorce, separation, death, birth, adoption, or any other change in household composition, or a serious health problem that affects the ability of the adoptive parent to care for children. Please be advised that it is your responsibility to notify Hope if you have had a major life change requiring an update to your adoptive home screening or if more than 10 months has passed since the completion of your original adoptive home screening to allow time for us to complete within the 12-month time period.

If you fail to have your adoptive home screening updated as required, the fee to bring your adoptive home screening into compliance with Texas law will depend on how old the study is and/or how much has changed in your life. Absent extenuating circumstances the fee for an adoptive home screening update is \$450 plus travel and "out of area" fee.

d. CRIMINAL BACKGROUND CHECKS

- 1) As a part of the adoptive home screening process, you (and any household members over the age of 14) must disclose to the social worker any past criminal background,

including all **accusations** of criminal activity or allegations of child sexual or physical abuse or neglect, regardless of whether it led to a conviction. In addition, Texas law requires that a criminal, child abuse registry, and FBI check is run on you and any household members age 14 or older. This check is conducted by the Texas Department of Family and Protective Services (“TDFPS”).

- 2) If your check does not clear, you may need a risk assessment which will cost additional money. We will notify you of any such problem and will discuss with you at that time whether we think you can receive an “approved risk evaluation from TDFPS” and the necessary steps to obtain such an approval. If a risk evaluation is required, you will be responsible for the additional cost. We cannot guarantee that TDFPS will issue an approved risk evaluation.
- 3) USCIS also requires that a child abuse check is conducted for all states in the United States and all foreign countries in which you have lived since age 18.
- 4) It usually takes approximately a week to obtain Texas clearances on the criminal and child abuse registry check. The FBI check can take up to 5 weeks to obtain and should be initiated immediately. The out of state and out of country child abuse checks can take a few weeks to a few months and should be initiated immediately.

7. RIGHT TO TERMINATE REPRESENTATION AGREEMENT

You have the right to terminate this Agreement for any reason. If you terminate the Agreement, any unused monies in your expense retainer will be refunded to you; however, there will be no refund of the Agency Fee or fees for services rendered (including but not limited to, adoptive home screening fees and post-adoption fees). Hope International has the right to terminate this Agreement and/or to rescind any approval to adopt without a refund of the aforementioned fees, for any reason, including but not limited to, any reason stated elsewhere herein or any of the following reasons:

- a. Your failure to pay fees or costs within the time agreed to in this Agreement;
- b. Your failure to cooperate and comply fully with all reasonable requests of the Agency in reference to your case and/or your breach of any term of this Agreement;
- c. Your use of the Agency's services to perpetrate a crime or fraud, or engage in action that we believe is criminal or fraudulent, or your persistence in pursuing a repugnant or imprudent objective with which the Agency fundamentally disagrees;

- d. Your actions which could interfere with our relationships with our other clients, any governmental entity, any orphanages, and/or any person or business with whom we have relationships;
- e. Your abandonment of a child adopted by you from the foreign country;
- f. Your conduct which renders it unreasonably difficult for the Agency to carry out purposes of its employment, which will include any conduct on your part which the Agency determines should necessitate any amendments to your home study, whether or not an agent of the Agency conducted the home study, or which would cause the Agency to have concern as to whether the placement of any child in your home is truly in the best interest of the child;
- g. Your mistreatment of any person associated with the Agency, including, without limitation, any rude, offensive, or disrespectful conduct taken toward any person associated with the Agency;
- h. Your failure to disclose or your misrepresentation of significant personal information during the application, adoptive home screening and at any time throughout the adoption process. This information may include, but is not limited to, any criminal or child abuse history, any history of substance abuse, any history of psychiatric or mental illness or treatment, past marital and or parental relationships, any history of or current medical problems, etc.; or
- i. Your refusal to take any action requested by the Agency to assist the Agency with assessing your suitability to adopt a child before, during or after adoptive home screening approval. Examples include, without limitation, independent assessments, counseling, psychological testing, etc.

8. SUSPENDED ADOPTION PROCESS

Should you choose to suspend the adoption process for any reason; the Agency Fee will not be refunded. If you desire to reactivate your file, the Agency will resume work on your behalf without charging another Initial Payment so long as you resume your adoption plan within 12 months of the date that you suspended your original adoption. If the Agency Fee or service fees have increased during the time in which your adoption was suspended, you will be responsible for the increase in such fees.

9. PRE-ADOPTIVE PARENT TRAINING

You agree to obtain at least 10 hours of approved training pursuant to The Hague Convention on

Intercountry Adoption prior to the placement of your child or to meet such other requirements as may be mandated by the Hague Convention, federal government, and/or United States federal, state, and/or local law. You will be responsible for the fees associated with the training you obtain.

10. POST-ADOPTION SUPERVISION and REGISTRATION OF FOREIGN ADOPTION DECREE

You agree that you will abide by and comply with all Agency post-adoption supervision requirements. Hope requires that our social worker conduct a minimum of two home visits within the first six months following placement of a child in the home. One written report will be completed encompassing the two visits. The fee to conduct Texas post-placement supervision is \$750 for one child or two children.

Following the initial post-adoption supervision period (about 6 months after placement), you can conduct a registration of foreign adoption under Texas laws, which will be paid for from the final agency fee if (providing you have paid for this service), and as long as you complete the registration within 12 months of the date of your foreign adoption. Should you not complete the registration within this time period, there will be no refunds of any monies to you.

The legal fee for the Registration of Foreign Decree is \$1,050.00 for one child or \$1,350.00 for two children plus the court filing fee which is currently \$350 for one child and subject to increase by the court.

11. FOREIGN FOLLOW UP REPORTS/REGISTRATION OF CHILD

You also agree to abide by and comply with any and all foreign government Post-Adoption requirements. [Country] requires adoptive parents to supply information about the adopted child's living conditions and educational progress to the Ukrainian consular office annually during the first three years following the adoption and once every three years thereafter, until the child's 18th birthday. It is very important that you take this commitment seriously as your failure to submit the required reports can affect the future of adoptions of all children in [Country]. You will sign a document as part of the foreign dossier making this commitment.

If [Country] were to change their regulations and require that additional post adoption reports be conducted by the agency social worker, then the fee for each post adoption home visit with report is \$350-\$450.

[Country] requires that you register the child's Ukrainian passport at the [Country] Embassy **within 30 days** of returning to the United States. You will sign a document as part of the foreign dossier making this commitment. Note that under Ukrainian law, an adopted child remains a citizen until he/she turns 18 years old. At that time, he/she can decide whether or not to remain a Ukrainian citizen.

12. U.S. CITIZENSHIP AND IMMIGRATION SERVICES ("USCIS") APPROVAL/ NATURALIZATION PROCEDURES

The fee charged by the USCIS to process your I600/I800A application and issue your USCIS approval is currently \$775.00, with an additional \$85.00 for fingerprinting per adoptive applicant and adult household member.

- The Agency will provide you with instructions for filing applications with USCIS.

- The Agency does not have any control over the processing time of your case with USCIS. The Agency also does not have any say in the approval or denial of you by USCIS.
 - When appropriate, the Agency may contact USCIS to respond to a Request for Evidence notice or inquire about the status of the family's case.
- Regarding naturalization of your child, according to H.R. 2883, the Child Citizenship Act of 2000, which went into effect on Feb. 27, 2001, automatic citizenship will be granted to all foreign-born children who are under 18 years of age; admitted to the United States as lawful permanent residents; and in the legal and physical custody of at least one parent who is a US citizen.

For adoptions finalized abroad: The Child Citizenship Act of 2000 allows your new child to acquire American citizenship automatically when he or she enters the United States as lawful permanent residents. For children who meet the above criteria, adoptive parents are no longer required to submit an application to have your children naturalized, and citizenship certificates are automatically issued when both parents travel and adopt the child in the foreign country.

For adoptions finalized in the United States: The Child Citizenship Act of 2000 allows your new child to acquire American citizenship automatically when the court in the United States issues the final adoption decree. The fee payable to Department of Homeland Security to obtain this Certificate of Citizenship is \$1,170.00.

The Agency recommends that you obtain both proof of your child's citizenship from USCIS and also a copy of your child's U.S. passport. Upon your request, the Agency will provide you with forms and instructional assistance in filing paperwork necessary to obtain proof of your child's citizenship; however, filing these papers, completing the process regarding obtaining proof of citizenship, and attending any naturalization hearings are your responsibilities. No members of the Agency or any Agency lawyer will attend naturalization hearings/ceremonies on your behalf.

13. INTERNET USAGE

Your access and use of the internet has become a useful tool for education and support during the adoption process. However, you should be wary of the reliability of information posted on adoption bulletin boards and shared in adoption web forums and blogs and recognize that every family's experience will be unique. In addition, you should be aware that the Internet is accessible to everyone, including foreign government officials, thus, you should be careful not to post negative or damaging information. Agency recognizes that the adoption journey can be frustrating at times and can evoke a myriad of thoughts and feelings about the various aspects of the adoption process. Sharing these thoughts and feelings via the Internet, while it may be cathartic at the time, could be damaging to orphaned children and the future of intercountry adoption as a whole. You should thoughtfully consider, when posting on the Internet, what you would want your son or daughter to read someday about their country, heritage, adoption, etc. and what you would want the officials and citizens in your child's birth country to discover about their adoption experience.

The Agency requests that you not share any information about the child on the internet. You should always password protect their personal websites and adoption blogs for the sake of personal safety and privacy. The Agency requests that you restrict information shared about the child and that the child is referred by non-identifying information while the child is still in the adoption process. The child's information is confidential and only intended for you before the adoption is finalized.

If you feel that recording the process and feelings associated with the process is necessary, Agency recommends the use of personal journals or scrapbooks rather than internet blogs or discussion forums.

Agreement Regarding Internet Usage

You agree to limit personal information shared about the referred child on public web forums or blogs and to abide by the guidelines set up in the preceding paragraph when posting on the internet about your child and/or your adoption experience. If you decide to have a blog, you agree to have a password protected site for the sake of the personal safety and privacy of the child you are in the process of adopting.

14. TERMINATION OF AGENCY RELATIONSHIP/ADDITIONAL SERVICES

Following your initial 6-month post adoption period, your official relationship with the agency will terminate, except for our agreement to conduct the additional foreign follow-up reports as required by the foreign country from which you adopt.

While we may provide certain ongoing services to you beyond the scope of this agreement in the Agency's sole discretion, please be advised that after your official relationship with the agency is terminated, other agency services which you request, including social work, administrative assistance, legal assistance, assistance with immigration issues for the child, etc. will be billed separately at the current hourly rate.

15. MEDIATION/ARBITRATION

You agree that if you have any dispute, complaint or claim relating to this contract, the adoption and/or your relationship with this Agency and/or any employee, principal, agent, attorney, independent contractor, independent contract attorney, social worker, foreign adoption consultant ("FAC"), officer, director, board member or affiliates, or other agency employed by or associated with this Agency, or any act or conduct taken by any employee, principal, agent, attorney, independent contract attorney, social worker, FAC, officer, director or board member or other agency employed by or associated with this Agency, such dispute, complaint, or claim shall be mediated by an impartial third-party. If mediation does not yield resolution of the dispute, then you agree to submit any and all such dispute to BINDING ARBITRATION before the American Arbitration Association. You further agree that Texas law governs this contract and that the exclusive venue for the resolution of all disputes set forth above, and any related legal matters, shall be in Dallas County, Texas.

16. ABANDONMENT OF CHILD IN FOREIGN COUNTRY

Should you travel to pick up your child in the foreign country at a time when under foreign law you are the legal parent of the child and/or after you have attended the adoption court hearing for the child, YOU MAY NOT ABANDON THE CHILD IN THE FOREIGN COUNTRY.

Disruption or Dissolution of Child Placement

Agency provides each child and adoptive family ongoing post placement or post adoption services, in accordance with this Agreement. When a placement for adoption is in crisis, Agency will offer support and refer you to support groups, to agencies that specialize in dissolutions, and to counseling services by an individual(s) with appropriate skills and professional expertise to assist you in dealing with the problems that have arisen.

When Agency is the managing conservator or guardian of the child, Agency acts in accordance with any applicable legal requirements to remove the child when the placement may no longer be in the child's best interests. When the adoption is finalized, Agency may notify the appropriate government agency with the authority to take the action necessary to ensure the child's well-being and safety.

- A. **Disruption** is defined as a decision by you not to continue with finalization of the child's adoption when you or the Agency has legal custody or guardianship (adoption not final) from a foreign court or government adoption authority. In the case of disruption, the Agency will provide non-financial assistance to you to help locate an alternative placement. In this situation, Agency will inform or seek the approval of:
- the foreign Cooperating Agency and government adoption authority as required by country law
 - the state licensing entity as required by state law
 - the State Department and foreign Central Authority as required by the Hague Convention
 - the child if they are of proper age and maturity to consider their views or if required by state law
- B. **Dissolution** is defined as a decision by you to dissolve the legal bond between you and your child after a legal adoption has been completed, either abroad or in the U.S.
- Agency does not return to the child's country of origin an adopted child whose adoption has been dissolved unless the Central Authority of the country of origin and the Secretary of State have approved the return in writing. Agency would only consider this option in an exceptional case where the child's return to the country of origin is in the best interest of the child.
- C. In either disruption or dissolution, you are responsible for the care and physical well-being of the child and shall assume full financial responsibility for all expenses incurred to meet the child's needs, including counseling for you and/or your child, the possible placement of your

child in respite care, foster care or another adoptive home and including all legal cost associated with dissolution or disruption, and/or new placement and subsequent adoption.

Agreement Regarding Disruption or Dissolution of Child Placement

While Agency provides non-financial support to you through a time of post placement or post adoption crisis, you understand that Agency does not take physical custody of the child and that future placement will weigh heavily on you, exactly as it would as if the child were born to you. You assume all risks and financial and emotional obligations in the event of a disruption or dissolution. Upon finalization of the adoption, whether it occurs in the foreign country or in the U.S., the child acquires all the rights, privileges, and immunities of a child born to you, and you has all the responsibilities, legal obligations and duties to the child the same as though the child were born to you.

17. CHARITABLE CONTRIBUTIONS

As a non-profit 501(c) (3) organization, Hope International does not solicit donations from adoptive clients who are in any stage of the adoption process. All client donations are considered confidential, and any information associated with a client donation is not shared with the country program or social work staff. This policy is to protect adoptive clients and Hope International from the perception of compromise during the adoption evaluation process. Hope International placement decisions shall not be influenced by gifts or monetary donations.

18. DISCLOSURES

Hope agrees to assist you in connection with an intercountry adoption, and to provide you with reasonable and necessary services to the best of its ability. The Agency makes no representations or guarantees as to the outcome of your adoption, or as to the procedures and time constraints necessary to reach finalization of your adoption - TIME IS NOT OF THE ESSENCE. Due to the fact that the Agency does not control foreign agencies or foreign governments, we cannot and do not make guarantees or promises that you will actually be able to adopt a child and we make no guarantees as to how long the adoption will take. Hope cannot guarantee the sex of a child, the age of a child, and/or the behavioral, emotional, medical, mental, and/or physical health; and/or behavioral, emotional, medical, mental, and/or physical health; genetic, behavioral, health, educational, biologic and/or social history; and/or educational, genetic, and/or social characteristics/attributes ("Child's Health") of a child. If a particular program involves the foreign country making the match, Hope cannot guarantee that the age, sex or Child's Health status of the child you request is the age, sex, or Child's Health status that the foreign country will offer to (and/or match with) you.

A. Timeframes and Waiting Time

One of the main areas of uncertainty with respect to intercountry adoptions is the total length of time it takes to complete the adoption process. Factors outside of Agency's and your control which may affect the adoption timeline include without limitation, time USCIS takes to process paperwork, fluctuations in the wait time for a referral, court process in the foreign country, U.S. and foreign government changes to adoption policies and documents required for adoption process, change in adoptive family's situation, holidays observed in the U.S. and foreign country and inclement weather.

- Agency does its best to provide accurate estimates of current time frames in the adoption process, but these can change from month to month, depending on many factors.
- Agency has advised you that despite difficulties which we may encounter, including possible delays to our adoption, we should thoroughly evaluate the medical and background information on a child we are considering adopting prior to making a decision to adopt
- Agency maintains regular contact with Cooperating Agency to keep abreast of changes in country adoption laws, philosophy, and political climate toward intercountry adoption.

B. Factors That May Delay or Prevent an Adoption from Being Completed

- If a foreign government decides to change its guidelines for qualified potential adoptive parents and you no longer meet those requirements, you may no longer be eligible for that country's adoption program, even if your paperwork is already in-country. While some countries will "grandfather in" families already in the adoption process, others will not and you may have to withdraw from that particular program. The U.S. government or foreign government may also decide to close the program for intercountry adoptions with U.S. citizens. If either of these situations were to happen, Agency makes every effort to transfer the family to one of Agency's other adoption programs for which the family may qualify.
- Changes in your family situation may impact your eligibility to adopt from a particular country and/or may result in your adoption application being placed on hold or withdrawn. The time on hold will be determined by Agency and will vary on a case-by-case basis.
- Agency carefully screens and assesses your eligibility to adopt from a particular country and only approves you when Agency feels as confident as possible your application will be accepted and approved by USCIS and the foreign country. However, Agency cannot guarantee you will be accepted and approved by USCIS and the foreign country.

Unfortunately, once a child is offered to you, even after you may have expended monies, time, effort, energy and emotions in furtherance of the adoption of the child, the FOREIGN GOVERNMENT MAY DECIDE TO REVOKE ITS OFFER OF THE CHILD TO YOU OR THE BIRTH PARENT MAY APPEAL THEIR RIGHT TO PARENT THE CHILD. THIS IS A POSSIBILITY AND YOU MUST BE AWARE OF SUCH POSSIBILITY. PLEASE ALSO NOTE THAT YOU MAY, IN PURSUING A CHILD, HAVE TO MAKE SEVERAL TRIPS TO THE FOREIGN COUNTRY AND/OR HAVE TO EXPEND ADDITIONAL MONIES THAT WERE NOT ANTICIPATED AT THE OUTSET. SHOULD YOU HAVE TO SPEND MONIES THAT WERE NOT ANTICIPATED, OR SHOULD YOU HAVE TO TRAVEL TO THE FOREIGN COUNTRY MORE OFTEN THAN ANTICIPATED, OR SHOULD YOU HAVE MORE THAN ONE PROSPECTIVE ADOPTION FALL THROUGH BEFORE YOU ULTIMATELY ADOPT A CHILD THROUGH THIS AGENCY, SUCH CIRCUMSTANCES WILL NOT GIVE RISE TO ANY REFUND OF ANY PORTION OF YOUR FEES OR ANY DISCOUNT ON ANY FEE PAID OR PAYABLE TO THIS AGENCY AND/OR ANY FOREIGN AGENCY, OTHER THAN AS PROVIDED HEREIN. PLEASE UNDERSTAND THAT THE AGENCY HAS LITTLE TO NO CONTROL OVER THE ADOPTION PROCESS IN A FOREIGN COUNTRY.

Additionally, it is imperative that you understand in advance the difficulties and problems which you and your Primary Provider Villa Hope may encounter while dealing with intercountry orphanages,

governments, and with the United States government and embassies as well. You acknowledge and represent by your signature below that you have been informed of these potential difficulties and risks associated with all intercountry adoptions, as well as the likely time constraints. To that end, Hope requires that you read the attached article by Deborah McCurdy, "How to Make the Wait for Your Child Easier to Bear." You represent by your signature below that, prior to signing this agreement, you have read the article and understand the potential difficulties and risks associated with intercountry adoption, including but not limited to the fact that the adoption may take longer than anticipated, that it may take more emotional energy and effort than anticipated, that there will be disappointments in the process, and that the Agency cannot control the foreign entities/governments/peoples that may be involved in your adoption.

19. NO NON PARTY BENEFICIARY

None of the provisions of this Adoption Services Contract are intended to nor shall be construed to, confer upon or to give any person other than the parties hereto, or their heirs, successors, or assigns, any rights or remedies under, or by reason of this Adoption Services Contract.

YOU ACKNOWLEDGE AND REPRESENT WITH YOUR SIGNATURE BELOW THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT YOU ARE FREELY AND VOLUNTARILY ENTERING INTO THIS AGREEMENT, AND THAT THIS AGREEMENT IS A VALID, BINDING CONTRACT.

Agreed and accepted this _____ day of _____, 20____.

Hope Adoption, Inc. d/b/a Hope International

BY: Dawn Ford
Its: Executive Director

Parent 1

Parent 2

Please understand that the Bangladesh program is a new program for Hope International and that you are one of the first client families working with us through this Foreign Adoption Consultant ("FAC"). Thus, we may encounter unforeseen problems during the adoption process that may lead to difficulties, complications, delays, and/or additional expenses in the adoption process or even problems that prevent your adoption entirely. We appreciate your taking the risks with us in this newer program, however, we want to ensure that you understand that we do not have the vast experience in this country or long-term relationship with the FAC in Bangladesh that we do with some of our other foreign programs. By signing below and agreeing to pursue an adoption in the Bangladesh, you are acknowledging that you understand and accept such risks.

Further risks of your intercountry adoption process are set forth in: (1) the Adoption Service Contract between Hope International and Prospective Adoptive Parents; and (2) the Risks Inherent in Intercountry Adoptions Statement, which documents will also be presented to you. You must carefully review and sign both additional documents before your adoption process can begin.

ADDENDUM A

By signing this addendum to the attached Contract between the Agency and you, you acknowledge, understand, and agree to the following estimated fee schedule for expenses relating to an adoption in Bangladesh:

I. Foreign Program Fees (the "Foreign Program Fee")

The Foreign Program Fee for Bangladesh is \$2,500.00 per child. 50% of this is due before you travel to Bangladesh to begin the Guardianship process, and 50% is due when the child's new passport is issued.

This Foreign Program Fee includes but is not limited to costs for legal services and Guardianship fees, verification of child's documents, verification of prospective adoptive parent's documents, court fees, preparing documents and filing at the court, appointing lawyer for the child if required, court hearing, guarantor's court appearance, guardianship certificate verification, obtaining child's new birth certificate, obtaining NOC (certificate of no objection) from home ministry, obtaining child's new passport, assisting clients with completing the US Embassy documents, personnel, administrative overhead, training, education, communications, business transportation costs, translation of documents, coordinator fees, and any other costs related to providing guardianship services in Bangladesh.

II. Additional Expenses: These fees are your responsibility and will be paid directly by you in country.

A. Travel for You and Your Child

You will incur the transportation costs associated with reaching your destination and once you arrive at your destination, and for your return home. Airfare is approximately \$1,400.00 – 2,500.00 per person depending upon departure city and class of service.

A. Room and Meal Charges in Bangladesh/Drivers/ Translator fees

If you are in need of room and board you can stay in a variety of hotels in Dhaka; rooms range between \$200-\$400. You should allow \$50-\$100 per day for meals each day per person. If you need a driver and translator in Dhaka this can be arranged for you a daily fee of \$100-\$200 depending on the condition of the car.

C. Medical Examination Of Child Required By The United States Consulate

\$38.00 for the visa medical exam- if you have a medical examination of the child performed prior to the U.S. Consulate exit interview, you will need to pay for that medical exam in addition to the medical exam required by the U.S. Consulate.

D. Child's Passport, Visa and Photo

Passport \$20-\$100 per child, Visa \$325.00 per child and Photos approximately \$5.00-\$20.00 per child

Additional country-specific addenda may be executed by you and the Agency in the future. If such addenda are executed by you, they will be added to and incorporated into the Agreement. The execution of any additional county-specific addendum will not supersede the Agreement or any previously executed addendum, unless specifically stated in the addendum.

Keep in mind that the provisions of the contract still apply regarding the fact that the FAC and/or foreign government may increase the fee(s) without notice to us and if he/she/they do, you will be obligated to pay the increased fee(s) or you may decide not to adopt the child. However, such action on the part of a FAC and/or foreign government (over which this agency has no control) will not constitute a breach of contract. Keep in mind that the fees quoted herein are only estimates.

YOU ACKNOWLEDGE AND REPRESENT WITH YOUR SIGNATURE BELOW THAT YOU HAVE READ AND UNDERSTAND THE FOREGOING ADDENDUM, THAT YOU ARE FREELY AND VOLUNTARILY ENTERING INTO THIS AGREEMENT, AND THAT IT IS A VALID, BINDING CONTRACT.

Agreed and accepted on this _____ day of _____, 20__.

Hope Adoption, Inc. d/b/a Hope International

BY: Dawn Ford
ITS: Executive Director

Parent 1

Parent 2

Addendum B

Acknowledgment Regarding Hope International's Requirement for Adoptive Parent(s) to Sign Agency Release Prior to Finalizing Adoption

We, **Parent 1's Name** and **Parent 2's Name**, warrant and represent that we have been informed by Hope International that we will be required to execute a Release prior to our departure date to the foreign country to pick up our child and/or prior to the anticipated date that our child will arrive in the U.S., whichever is earlier. This Release is legally binding and will absolve the Agency, its employees, principals, agents, attorneys, social workers, officers, directors, members of its board of directors, foreign adoption consultants and affiliates from any and all liability or claims of any kind associated with the risks inherent to Intercountry adoption, and/or the actions of the Agency, as further outlined in the release language below.

We, **Parent 1's Name** and **Parent 2's Name**, warrant and represent that we understand that the content of the release will be substantially in the following form, but that the final release may include information specific to our adoption and to our adopted child:

RELEASE

This Release (the "Release") is made by [Clients blank and blank] (referred to herein as (the Clients) "[the last name s]"), for themselves, their heirs, their executors, their administrators and their assignees, and hereby releases Hope Adoption, Inc. d/b/a Hope International (referred to herein as "Hope"), its employees, attorneys representing the agency, social workers, principals, agents, officers, directors, members of its board of directors, foreign adoption consultants and affiliates (all of which are referred to herein as "Hope Affiliates") from liability, if any exists, associated with adoption related services and/or the placement of a male or female child born in [FOREIGN COUNTRY] on or [insert child's date(s) of birth] and named [insert child's adopted name(s)] and/or relating to the "Child", by the adoptive parent ([insert child's birth name(s)] at birth) (the "Child" or the "child") with [Clients], as described more fully below.

RECITALS

Wherefore, Clients acknowledge and represent that they have entered voluntarily into this Release, and that they are completely informed of the facts relating to the subject matter of this Release and that they enter into this Release of their own free will.

Wherefore, Clients understand that they may review this release with an attorney of their choice before they execute same and represent that Hope advised them to review this release with an attorney of their choice.

Wherefore, Clients acknowledge that they have given careful and mature thought to the making of this Release.

Wherefore, Clients acknowledge that they have carefully read each provision of this Release, and completely understand and agree to the subject matter and legal effect of each provision of this Release.

Wherefore, Clients understand and agree that the obligations set forth in this Release and agreed to herein are valid, binding, contractual obligations.

NOW, THEREFORE, in accordance with the foregoing recitals and [with the consent of Hope] to the adoption, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Clients hereby represent, covenant and agree as follows:

1. Hope has facilitated the placement and/or has provided adoption related services associated with the placement of the Child for prospective adoption with Clients. Upon, during and after delivery of the Child to Clients, certain risks, including but not limited to those set forth herein and in the Risks Inherent in Intercountry Adoption Statement, which could affect the behavioral, emotional, medical, mental, and physical health, and educational, genetic, and social characteristics/attributes of the Child, (together referred to herein as the "Child's Health") shall be undertaken, assumed, and borne, and shall be the obligation of Clients. HOPE AND THE AFFILIATES DO NOT GUARANTEE THE CHILD'S HEALTH CURRENTLY OR IN THE FUTURE.
2. Clients warrant and represent that they have (i) examined the medical and/or social history records regarding the Child and the birth family, to the extent that such records are available to Hope , (ii) examined the child in person on [insert dates], or as fully as possible from a photograph(s), (iii) had their pediatrician or other doctor review the medical information and photograph(s) on the child, and (iv) are aware of all possible medical risks regarding the child, including the child's having or having had the following diagnoses or health concerns: [insert child's diagnoses and/or any other health concerns].

Clients warrant and represent that they are comfortable with and accept the Child's Health. Clients warrant and represent that they have received all information from Hope and/or the Hope Affiliates and/or others, with respect to the Child that they feel is necessary for them to make an informed decision to adopt the Child. Clients warrant and represent that they are comfortable with the information, or lack thereof, that they have received from Hope and/or the Hope Affiliates and/or others on the child and/or the child's birth family(ies), and further warrant and agree that they accept any and all risks associated with this information, and, if the information is incomplete, with the fact that the information is incomplete. Clients also acknowledge and agree that Hope International cannot guarantee the accuracy of information provided by birth parents, hospital authorities, and/or caretakers.

3. Clients hereby represent that they are relying on their own actions and/or on information and medical advice they received from their pediatrician or other doctors who examined the Child's information prior to placement and/or any other doctor whom they have consulted in choosing to adopt the Child. Hope International requires all adoptive families to seek expertise of a qualified medical practitioner to review medical records and assist in making informed decisions about the health risks that a Child may face. Clients hereby represent that they have not relied upon, and are not relying upon, any oral or written representations or statements, or acts or omissions, by Hope or the Hope

Affiliates in choosing to adopt the Child. Clients warrant, represent and acknowledge that Hope made reasonable inquiry regarding the Child and that Hope provided to Clients all of the information, medical and otherwise, regarding the child that was provided to Hope. Clients further understand that when adopting a foreign child, they are assuming the risks that are inherent in foreign adoption, which include, without limitation, that not everything about the Child's Health may be known to the agency and/or to the Clients when adopting the child.

4. Clients are aware that the information as it was provided to Hope International by the person(s), entity(ies), and/or governmental authorities that have custody of child may be inaccurate or incomplete. Hope International cannot guarantee the accuracy of the information provided. Clients are aware that the translations provided are completed by an individual fluent in both English and [language]. Hope International is not responsible for any errors in translation or inability to translate parts of the documents. Clients are aware that they may, on their own, seek out another translator for verification and clarification.

5. Many children come into adoption with unknown, undiagnosed or unreported physical, emotional or behavioral conditions and developmental delays. In accepting this referral, Clients are aware that they must be prepared to accept full financial and emotional responsibility for expenses incurred in caring for the child and treating all of his/her conditions and/or emotional and/or developmental delays both known and unknown.

Because many children are referred for intercountry adoption as a result of abandonment, information about a child's history and genetic information may not be available. This is understood and acknowledged by clients. Hope International is not responsible for any information received from the [referral source] regarding the child, such as medical information, that is not valid or complete.

6. Further, Clients represent that Hope International informed them of certain possible medical/physical, developmental and/or emotional/mental health risks commonly associated with foreign adoptions, including, but not limited to, possible unknown, undiagnosed genetic, medical, physical, social and/or mental/emotional problems, including: HIV, AIDS, autism and autism spectrum disorders, hepatitis B, hepatitis C, rickets, fetal alcohol syndrome, fetal alcohol effect, failure to thrive, intestinal parasites, giardia, salmonella, syphilis, tuberculosis, measles, chickenpox, ear infections, other respiratory infections, down's syndrome, attachment disorders, attention deficit disorder/attention deficit hyperactivity disorder, post-traumatic stress disorder, sensory integration disorder, speech and language delays, deafness, psychiatric/psychological disorders, and developmental delays. Clients further represent that Hope International encouraged them to further research and educate themselves about each of these and all other potential medical, developmental and/or emotional risks as they might relate to a foreign adoption and the Child. **Clients understand that once the adoption is complete, they will be the legal parent of the child just as if the child had been born to them, with all of the rights, responsibilities and duties of a legal parent under the law.**

7. Clients acknowledge and agree that Hope International cannot guarantee the absence of legal risk relating to the Intercountry adoption.

8. RELEASE OF LIABILITY BY CLIENTS. Clients, for themselves, their heirs, their executors, their administrators and their assignees, hereby irrevocably and unconditionally release, acquit and forever discharge Hope and the Hope Affiliates, including, without limitation, its employees, attorneys, social workers, principals, agents, officers, directors, heirs, assignees, successors, predecessors, members of its board of directors, foreign adoption consultants and affiliates of and from any and all claims, demands, rights, agreements, obligations, promises, liabilities, controversies, damages (of whatever kind: direct, actual, consequential, punitive, exemplary or other), costs, losses, expenses, attorneys' fees, actions, causes of action (whether statutory or common law) and choses in action, of whatever nature whether known or unknown, suspected or unsuspected, equitable or legal, fixed or contingent, present or future, which Clients have now or may have in the future against Hope and/or the Hope Affiliates, arising out of the placement and/or adoption related services associated with the placement of the Child with Clients, and/or arising in connection with the Child, and/or arising from the adoption by Clients of the Child, and/or arising from the Child's behavioral, emotional, medical, mental, and/or physical health, and/or arising from the Child's genetic, health, educational, biologic and/or social history, and/or from any presently undiagnosed and/or untested genetic, medical, and/or physical condition, and/or illness/condition regardless of its severity that the child may have and/or acquire.

9. Clients hereby agree and understand that they, by entering into this agreement, waive legal recourse, should any have existed or should any exist in the future, against Hope and the Hope Affiliates, relating to the placement and/or adoption related services associated with the placement of the Child for prospective adoption with Clients. Should Clients reject the child after the adoption is final, they understand and agree that Hope and/or the Hope Affiliates have absolutely no financial obligation, responsibility or liability to Clients.

10. Clients further understand, acknowledge and agree that all of the agreements contained herein are binding, valid and enforceable contractual obligations.

11. Clients hereby warrant and represent that (i) they are the sole owner of each and every claim, cause of action, right and choses in action released pursuant to this Release and that they have not previously assigned or encumbered same, and (ii) they have the full right, power and authority to enter into this Release and to consummate the transactions contemplated by this Release.

12. THIS RELEASE SHALL BE CONSTRUED UNDER AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS). CLIENTS AGREE THAT TEXAS COURTS SHALL HAVE PERSONAL JURISDICTION OVER THEM AND SUBJECT MATTER JURISDICTION OVER ANY ACTION BROUGHT IN CONNECTION WITH THIS RELEASE, THAT ANY ACTION HEREUNDER SHALL BE HEARD IN THE STATE OF TEXAS, THAT CLIENTS ARE AMENABLE TO THE PERSONAL JURISDICTION OF TEXAS COURTS, AND THAT VENUE FOR ANY ACTION HEREUNDER SHALL BE IN DALLAS COUNTY, TEXAS.

13. It is further expressly agreed and understood that this document sets forth the entire consideration for this Release. All agreements and understandings between the parties are embodied and expressed herein, and also in the Adoption Service Contract, the Addendum A, and the Risks Inherent in Intercountry Adoption Statement. Neither this Release nor any part thereof shall be construed or used as an admission of liability on the part of any party to this Release, who each expressly denies liability.

14. It is further expressly warranted by Clients that no promise or inducement has been offered except as set forth herein. This Release is executed without reliance upon any statement or representation of any person or party released, or her representatives, concerning the nature and extent of the damages and/or the legal liability therefor.

15. If any provision of this Release with application of such provision to any person or circumstance, shall be invalid, the remainder of this Release, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

16. This Release may not be clarified, modified, changed or amended except in writing signed by each and every one of the parties hereto or their authorized representative.

17. All representations and warranties contained herein shall survive the execution and delivery of this Release and the execution and delivery of any other document or instrument referred to herein.

18. This Release is binding upon Clients, their heirs, executors, administrators and assignees and inures to the benefit of Hope and the Hope affiliates, its employees, attorneys representing the agency, social workers, principals, agents, officers, directors, and members of its board of directors, foreign adoption consultants and affiliates.

19. Clients also agree that should they have against Hope and/or the Hope Affiliates, any dispute, complaint or claim regarding the terms or subject matter of this release, and/or regarding the placement and/or adoption related services associated with the placement and/or adoption of the child and/or the child, such dispute or claim shall be first be mediated by an impartial third-party prior to initiating any litigation against Hope and/or the Hope Affiliates. Clients also agree to share equally in the costs of any such mediation. Clients further agrees that if they refuse to mediate any dispute between themselves and Hope and/or the Hope Affiliates, then they may not recover attorneys' fees and/or costs in any litigation brought regarding this release.

20. The adoptive parents hereby agree to waive liability against and hold harmless Hope International its staff and persons acting on its behalf, except for claims of fraud and/or gross negligence, arising from or relating to the risks identified above.

Agreed and acknowledged to be a valid, binding release effective as of this _ day of __, 20__.

____ XXXXXXXX _____ XXXXXXXXXXXX _____

Parent's Names

SUBSCRIBED AND SWORN TO BEFORE ME ON this _ day of __, 20__, in __ County, __.

____ XXXXXXXX _____

Notary Public in and for the State of ____ XXXXXXXX _____

We, [clients], have read, understand and agree to the foregoing **"Acknowledgment Regarding Hope International's Requirement for Adoptive Parent(s) to Sign Agency Release Prior to Finalizing Adoption"**.

Agreed and acknowledged this _____ day of _____, 20__:

Parent 1 Name

Parent 2 Name

SAMPLE



5944 luther lane
suite 875 dallas, tx 75225
t 214-672-9399
f 214-939-3001
info@hopeadoption.org
www.hopeadoption.org

96.39 (a3) Adoption Service Contract part 4 of 4 **Risks Inherent in Interountry Adoption Statement**

We, [Prospective Adoptive Client(s) ("Paps")], understand that when adopting a foreign child, we are taking certain risks that are inherent in intercountry adoption, which include but are not limited to child's health risks, travel risks, and legal risks. Each of these risks is set out in more detail below.

CHILD'S HEALTH RISKS

We, Paps, understand there are inherent child health risks in any intercountry adoption. These risks may include, but are not limited to:

- Not all of the child's behavioral, emotional, medical, mental, and/or physical health; genetic, behavioral, health, educational, biologic and/or social history; and/or educational, genetic, and social characteristics/attributes of the child (together referred to herein as the "Child's Health") may be known when adopting that child.
- Possible unknown, undiagnosed genetic, medical, physical, social and/or mental/emotional problems, including but not limited to: HIV, AIDS, autism and autism spectrum disorders, hepatitis B, hepatitis C, rickets, fetal alcohol syndrome, fetal alcohol effect, failure to thrive, intestinal parasites, giardia, salmonella, syphilis, tuberculosis, measles, chickenpox, ear infections, other respiratory infections, down's syndrome, attachment disorders, attention deficit disorder/attention deficit hyperactivity disorder, post-traumatic stress disorder, sensory integration disorder, speech and language delays, deafness, psychiatric/psychological disorders, and developmental delays.
- A lack of available Child's Health information due to the fact that the children are usually either abandoned at birth or early in life, or removed from an unstable home environment from which it can be difficult to obtain valid family background information;
- Children from foster homes, orphanages or institutional settings may have been physically, mentally or sexually abused, and/or neglected (even in the foster home or orphanage setting);
- Although it is the right of the adoptive parent to seek any and all available information on the child, additional testing in the foreign country may place the child at a higher risk of exposure to infectious diseases;
- Many children come into adoption with unknown, undiagnosed or unreported Child's Health conditions and developmental delays. In accepting a referral, clients are aware that they must

be prepared to accept full financial responsibility for expenses incurred in caring for the child and treating all of his/her Child's Health conditions and/or developmental delays both known and unknown.

TRAVEL RISKS

We, Paps, also understand the inherent travel risks that any intercountry adoption program potentially involves. These risks may include, but are not limited to:

- Agency cannot ensure the safety of the Clients or other travel companions when traveling in the U.S. or overseas. Travel to a foreign country may involve risks and hardships, including, but not limited to, crimes, accidents, exposure to illness or disease, unsanitary or unsafe food and water, inadequate or non-existent medical and dental services, and political instability. Clients and any travel companions should carefully consider these risks before electing to travel overseas, or electing to participate in a program that requires overseas travel. Clients are also responsible for monitoring relevant travel alerts from DOS.
- Clients are responsible to inform Agency of any physical or medical issues that may impact their travel to and stay in the foreign country (e.g., medications, medical equipment, and physical limitations).
- Clients understand and acknowledge that there are certain financial, personal, and emotional risks inherent in overseas travel, entry into and tour of any foreign country which is not subject to the laws, customs, and practices of the United States of America. Clients understand they are responsible for their own health and well-being abroad.

LEGAL RISKS

We, Paps, also understand the inherent legal risks that any intercountry adoption program potentially involves. These risks may include, but are not limited to:

- Each country has the right to close, open, alter, or delay adoption programs in that country at any time.
- Each country has the right to accept or reject Clients. Clients acknowledge and accept that HI cannot guarantee that they will qualify as an adoptive parent in the child's country of origin. The country or referral source will ultimately determine eligibility. HI will complete your home study for the foreign country based upon current regulations and our understanding of eligibility criteria provided to us by the in-country sources. HI will not be held responsible if, for any reason other than the fault of HI, the clients fail to be accepted or qualify as adoptive parents in the eyes of the placement authority of the foreign country.
- Each country has a right to decide which children are referred for intercountry adoption and which children are not referred. Clients may express preference for certain characteristics, but a child referred may not match expressed preferences.
- The laws of the United States and/or the government of the child's sending country are always subject to change. Such changes may require additional paperwork or exclude clients from a country's adoption process.
- In the unlikely event of an act of war, terrorist attack, or extreme weather, all cases will be dealt with individually. If the event occurs on the soil of the foreign provider, the United States Department of State usually advocates on behalf of the clients, but holds no official authority over the sovereign government of that country. HI encourages clients to register with DOS before travel, and to identify as much of the travel itinerary as possible to facilitate contact with

you by DOS in the event of an emergency. This is outside the control of HI.

- The United States government and its embassies have the right to refuse to grant a visa to prospective adoptive child if there is a suspicion of trafficking or other ethical violations or if the child does not meet "orphan status" definition as defined by USCIS.
- The United States Citizenship and Immigration Services has the right to deny approval to any Clients for prospective adoption.

We, Paps, have read, understand, acknowledge and agree to the foregoing "Risks Inherent in Intercountry Adoption Statement."

After careful consideration, we acknowledge, understand, and accept the risks described in this Risk Inherent in Intercountry Adoption Statement, and agree to proceed with Hope International's **adoption services**.

We, Paps, further represent that Hope International encouraged us to further research and educate ourselves about each of these and all other potential risks as they might relate to an intercountry adoption.

We, Paps, understand that the foregoing risks are not under the control of Hope International. We further understand and agree that Hope International cannot be held responsible for the act of a foreign sovereign country or acts of branches of government of the United States of America.

Agreed and acknowledged this _____ day of _____, 20____:

Adoptive Client

Adoptive Client



5944 luther lane
suite 875 dallas, tx 75225
t 214-672-9399
f 214-939-3001
info@hopeadoption.org
www.hopeadoption.org

AUTHORIZATION FOR RELEASE OF INFORMATION

Full Disclosure and Consent for Release of Confidential Information

Hope International ("Agency") requires Clients to provide extensive personal and background information at the time of adoption application. Agency has an obligation to collect this information to fully assess the family on behalf of the foreign country and the child to be placed. Agency values a trusting relationship with families and requires full disclosure throughout the adoption process. Providing misinformation or withholding information pertaining to current or past medical treatment, counseling, substance abuse, child maltreatment, violation of laws, arrests, financial status or other relevant aspects of family background, can be grounds for termination of the adoption application at any time during the process and forfeiture of any fees paid to the agency.

Agency is obligated to release information about Clients to the foreign Cooperating Agency and Government or Adoption Authorities in the U.S. and foreign country as part of the adoption process.

Release Regarding Disclosure and Sharing of Information

Clients authorize Agency to obtain any information Agency deems necessary from professional and personal sources including, but not limited to, medical and counseling professionals, family members, references, employers, accountants, law enforcement and/or any other source to thoroughly evaluate the prospective adoptive family. Clients further authorize Agency to release any and all records, documents, and information Agency may have concerning the adoptive family to, and to fully discuss the adoptive family with, any cooperating agency providing services to the adoptive family in conjunction with this agreement, and/or any government or adoption authorities, officials, attorneys, or personnel in the United States or the foreign country. This authorization is subject to all applicable records, information, and discussions as are reasonably necessary, in Agency's sole discretion, to provide the adoption services specified in this agreement. Clients hereby waive their rights of confidentiality and acknowledge that the records and information to be released may include confidential information which could not be released without this written consent, including information that is specific to counseling, family planning, employment, criminal history, drug, alcohol or

psychiatric treatment, child maltreatment, history or allegations of abuse, neglect, or violence, and/or medical examination results, including HIV testing and medical diagnosis and treatment. Clients also authorize Agency to release records and information pertaining to an incomplete or denied home study to other licensed adoption agencies and U.S. government adoption officials. Clients hereby release Agency from all legal responsibility or liability that may arise from the release of records and information authorized herein.

Clients authorize Agency to speak with either spouse about any information learned about the other spouse throughout the adoption process.

Release Regarding Spouse Disclosure

Since Clients are a married couple, by signing this agreement, each spouse authorizes Agency to disclose and discuss with the other spouse any confidential information Agency may learn or obtain concerning either spouse. Clients hereby waive their rights of confidentiality and acknowledge that the information to be released to their spouse may include confidential information which could not be released without this written consent, including information that is specific to counseling, family planning, employment, criminal history, drug, alcohol or psychiatric treatment, child maltreatment, history or allegations of abuse, neglect, or violence, and/or medical examination results, including HIV testing and medical diagnosis and treatment. Clients hereby release Agency from all legal responsibility or liability that may arise from the release of information authorized herein.

Agency requires Clients to provide updates to the agency should any information about the adoptive family change during the adoption process. This information may include, but is not limited to, change of residence or contact information, change of employment or financial status, additional persons living in the home, family members leaving the home, change in marital status, death of a family member, pregnancy, pursuing, being offered or receiving a child from another source (e.g., adoption or foster care), violations of the law or arrests involving anyone living in the home, allegations or charges of child abuse or neglect brought against anyone living in the home, serious illness or medical treatment, and counseling for the adoptive family. Changes in the prospective adoptive family's situation may impact their eligibility to adopt a child.

Client

DOB

Client

DOB

Dated: _____