



AGENCY RETAINER AGREEMENT (HS/PAR)

_____ and _____,

hereinafter individually and collectively known as the prospective adoptive parents or PAP, agree and covenant with CHILDREN'S HOUSE INTERNATIONAL, herein after known as the agency, as follows:

The PAPs hereby request the agency to provide pre/post adoption services. They agree to abide by the requests, rules and regulations of the agency and its designee in relation thereto. They agree to adopt said child as their own child and to undertake all of the obligations and responsibilities of a parent toward said child. This includes rights of inheritance and the necessities of life, and the PAP agree to provide for said child any and all medical, hospital or institutional care which said child may require both before and after adoption from the moment they receive physical custody of said child. They also agree to love and provide for said child as a loving parent emotionally and financially both before and after adoption.

Hold Harmless/Release of Liability

1. The PAP understand that the agency does not warrant or guarantee the good faith performance of any person, persons, agency or institution, or any agents outside the United States. They agree to hold the agency free and harmless from any loss which may arise from the negligence or intentional misconduct of any persons involved in the placement with the exception of the agency, including negligence or intentional misconduct of the orphanage or persons working with said child or the adoption process. They further waive any right that they may have to contribution or indemnification from the agency which may arise out of the negligence or intentional misconduct of any persons other than those directly employed by the agency in the States of Florida, Louisiana, Massachusetts, Texas, Utah, and Washington. It is further understood that any loss of convenience arising from policies, procedures or requirements of the government of the United States or the government of any other country or any loss resulting from cultural, religious or social practices of any other country will not be imputed to the agency and said PAP waive their right of contribution or indemnification or refund for any monetary loss resulting there from. The PAP also understand that the agency has no control over foreign or US governments, their changes in laws concerning adoption, complete closures of adoptions in their country, or other such happenings. The PAP will not hold the agency responsible for the adoption being slowed down, postponed, or canceled because of such government decisions. The PAP understands that a child referred may be lost due to: birth family returning, domestic adoption or the death of a child.

2. International adoptions are in great part controlled by the foreign government, its political infrastructure and its relationship with the U.S. The PAP assumes all such risks.

Adoption Services Expenses/Fees

CHI requires a minimum of six months for adjustment before proceeding with another placement. Should the PAP plan to pursue another adoption from other sources at the same time they are working with CHI the PAP will inform CHI immediately.

If you become pregnant during the adoption process at any time, our Social Services Supervisor will re-evaluate your case which may mean that your adoption will need to be placed on hold.

The PAP agree that if they reject or surrender any child after physically receiving said child that **no monies paid to or through the agency are refundable.**

Initials _____,



Referral/Placement of Child

- 1) It is understood by the PAP that this agreement does not in any way guarantee that a child will be placed with them for adoption
- 2) Upon the placement of a child with the PAP, they agree to take full custody, control and care of said child and to watch over and to provide for said child as if said child were their own until the same is legally adopted by them in a court of law in accordance with the laws of that jurisdiction.
- 3) Disruption/Dissolution Policy – (see page 7 & 8 of this document)

Communication/Confidentiality

The Agency will also report the discontinuation of services to all appropriate entities, including the Central Authority.

Prohibition on Child Buying

Children’s House International prohibits its employees and agents from giving money or other consideration directly or indirectly to a child’s parent(s) or other individuals (s), or an entity, as payment for the child or as an inducement to release the child. CHI also requires PAP to comply with this prohibition.

Blogs, Internet List Serves, Websites and other Postings

I/We understand that the country we will be adopting from does not want photos or any identifying information (date of birth, city of origin, etc.) relating to their children posted on the Internet. This includes, but is not limited to Blogs, List Serves, Websites, etc.

I/We understand that when I/we are referred a child, that child is not mine/ours until the legal process in country grants the adoption or guardianship and the court order is signed.

I/We will NOT post or share any identifying information regarding our referral in any way on the Internet.

Agreement Regarding Risks of Travel

I/We realize that travel is a risk and we promise to give Children's House International a copy of the exact flight number and travel plan of each family member before we travel to and from the country.

I/We agree as follows:

- A. That there are risks of travel.
- B. That “travel” includes, but is not limited to, traveling at a certain time, by way of a certain destination, or by a certain means of transportation.
- C. That the “risks of travel” include, but are limited to, war, terrorism, political or social conflict, illness including medical diseases or outbreaks, delay, inconvenience, and negligence of transportation providers, accidents, and medical emergencies.
- D. That the parents assume all risks of travel and shall not recover from the agency for any expense, loss or harm resulting from the risks of travel.
- E. That when the agency notifies the parents that it is time for the parents to travel to visit a child, the agency is not making any representation regarding the safety or advisability of travel, and is not responsible for any expense, loss or harm resulting from the risks of travel.
- F. That this agreement shall be enforceable by and against the executors, administrators, heirs, agents, representatives, employees and successors of the parties to this agreement.

Initials _____, _____

- G. We have been advised by the agency to purchase travel insurance which would cover us in the event of an accident or medical emergency including air-evacuation while we are on our trip.



- H. We have been advised by the agency to purchase fully-refundable and changeable tickets in the event of delayed or cancelled travel.
- I. We have been advised that traveling alone is not suggested. It is very helpful to have the support and assistance of a traveling companion. Single parents should consider bringing a friend or family member with them while traveling abroad.
- J. We have been advised to check the status of the immunizations for every family member who is planning to travel.
- K. We have been provided with the link to the CDC website and requested that we speak to our local health department about recommended vaccinations. [www.cdc.gov traveler's health link](http://www.cdc.gov/traveler).
- L. It would be in our best interest to check the CDC website weekly for information on outbreaks in the areas of our work.
- M. We have been advised to know how to seek medical care in country in case of an emergency.

Post Placement and Post Adoption Report Documentation/Actions

1. The PAP agree to supply to the agency a complete copy of all court documents and birth certificate from the child's adoption inter-country within thirty (30) days upon arrival into the United States. The PAP agree to pay for and comply fully in furnishing the agency with required post-placement/post-adoption (PP/PA) reports including photos and, if necessary, translations and seals paid by the PAP at the time of the report. The PP/PA report fees will be paid in advance at the time of the Home Study approval in CHI licensed states [FL, LA, MA, TX, UT, WA]

2. If the PAP reside in one of the agencies licensed states (FL, LA, MA, TX, UT, or WA) then the CHI Social Worker will prepare the home study, post placement/post adoption reports and provide the family with the fee schedule for these services. All required Social Worker PP/PARs must be paid for prior to the release of the home study by the CHI Social Worker (See state specific Home Study Fee Agreement).

3. **Injunctive Relief for Breach.** PAP specifically acknowledge the necessity for the post-placement/post-adoptive reports required above and agrees that, in addition to all other rights and remedies which CHI may have as an additional and cumulative remedy, CHI may specifically enforce PAP agreement to pay for, participate in, and obtain the post-placement/post-adoptive reports by applying to any court of competent jurisdiction for injunctive relief.

In the event that CHI must retain the services of an attorney to enforce PAP agreement to pay for, participate in, and obtain the post-placement/post-adoptive reports required above, PAP agree to pay all of CHI's attorney's fees and actual cost incurred in so doing.

Post Adoption Report Follow Up Procedure

Once the post adoption report is **thirty days (30)** past the due date, the post placement supervisor or assistant will follow up by sending an email to the PAP. This email will also be sent to the Social Worker if the report was to be written by them.

A follow up phone call to the PAP home/cell phones (and to the social worker, if this was not a self-generated report) will be made by the post placement supervisor or assistant several days after the email reminder is sent. All attempts to contact or contact made will be documented on the database. Once the post adoption report is ninety days (90) past the due date, the PAR deposit may be forfeited and used to pay for the social worker report.

Initials _____, _____

If there is no response, **twelve months** past the due date, the post placement supervisor or assistant will send a certified letter to the PAP mailing address letting them know additional action will be taken (see



certified letter template #2). If their social worker was required to complete the delinquent report, they will also be sent a copy of the certified letter.

If there is no response, **thirty days (30) after** the certified letter is sent, a request to the local authorities for a welfare check will be made at the discretion the post placement supervisor or the social worker supervisor.

If the report has not been submitted within ninety days (90) after the due date, the Agency may use the PAR deposit to pay for a social worker to visit the family and provide a post placement report.

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

- Contacting the social worker and their agency asking them for any additional phone numbers or contact info.
- Calling references on file, including the family member reference
- Calling references, they are listed on application
- Trying to locate PAPs on social media sites (Facebook)

In the event that a number of attempts to contact the PAPs were unsuccessful, depending on the requirements of the country, a letter will be written by the post placement supervisor listing information on those attempts and sent in place of the post adoption report(s). A copy of this explanation letter will be placed in the case file and also on the database.

Family Adoption Service Plan

1. **Your Social Worker** conducting your home study is: _____.
(Performing a home study evaluation on a prospective adoptive parent(s) and reporting on such a study). This individual works for CHI and is responsible for performing a home study and reporting on such a study as well as the determination of the appropriateness of adoptive placement for the child. They will also be counseling you on the clinical aspects of the adoption, to include such issues as; preparing you for all aspects of placement of an international child in your home, discussing child adjustment, realities of difficulties when adopting internationally, discussing the child referral and following up with post adoptive services once the child arrives home. You will be billed by your social worker directly and pay for these services directly to your social worker with a check made out to Children's House International.

We require all social workers to be employed with CHI. The agency/employee is responsible for performing a home study evaluation and reporting on such a study, as well as, making a determination of the appropriateness of adoptive placement for the child. They will also be counseling you on the clinical aspects of the adoption, to include such issues as; preparing you for all aspects of placement of an international child in your home, discussing child adjustment, realities of difficulties when adopting internationally, discussing the child referral and following up with post placements once the child arrives home.

They will provide post adoptive monitoring of the case until final adoption and where made necessary by disruption before final adoption, and may assume custody and provide child care or any other social services pending an alternative placement.

CHI is a non-custodial agency and will not be taking custody of the child at any time.

2. **Your CHI Social Services Supervisor** is: _____.
This individual is employed by CHI and is responsible for supervising your case. This individual is available for consultation with your home study social worker which includes both reviewing and approving your Home Study.

Initials _____, _____

Client Complaint Procedure

Children's House Internationals' Client Complaint Procedure is designed to provide an avenue for birth parents, prospective adoptive parents, or adoptees to submit their concerns and/or complaints regarding the services or activities of CHI, directly with the agency for resolution. Under this plan, clients may submit grievances in the following sequence:

1. When an individual (mentioned above) has a complaint, the complaint should first be verbally discussed with the individual associated with the agency that the complainant has an issue with or direct contact. At this point the complaint will not be registered. If the individual feels that a suitable agreement has not been reached, the individual is encouraged to exercise their right to proceed to the second step of this plan.
2. If the Complainant believes the complaint has not been resolved with the first contact, the Complainant must put the complaint in writing and present it in an email or by mail. Once received the complaint will be routed to the Social Services Supervisor that approved the case. The Social Services Supervisor has fourteen (14) working days to respond to the Complainant's complaint by email or mail. If the Complainant feels that a suitable resolution has not been reached, the Complainant is presented with the option to escalate the complaint to the next step.
3. The individual may then send their complaint in writing through email or mail to the Executive Director. At this point, the complaint is logged into the system and will be registered in the complaint registry, by the Executive Assistant. The Executive Director will gain feedback from all CHI employees involved in the case as to the details. Children's House International is committed to providing an expedited review of all complaints that are time sensitive or that involve allegations of fraud. Then after careful consideration the Executive Director will issue a response and communicate this to the client within fourteen (14) working days of receipt of the individual's complaint to the Executive Director by email or registered mail or FedEx. If the PAP still feels dissatisfied with the outcome, they are encouraged to exercise their option to take the next step in this procedure. If the individual does not feel their complaint has been resolved they may then request that the complaint be escalated to the Board of Directors of CHI. The individual may put in writing the complaint and all communications on the issue to be sent directly to the Board of Directors. After investigation and careful consideration, the Board of Directors will make a final decision and will submit their response to the individual in writing within fifteen (15) working days of receipt of the complaint.
4. If the complaint cannot be resolved through Children's House International's complaint process, the individual is free at any time to file the complaint with The Hague Complaint Registry (HCR). <http://adoptionusca.state.gov/HCRWeb/WelcomeForm.aspx>. All PAP's applied with CHI are given this grievance/ disclosure information in the agreement signed between the PAP and CHI. The PAP may also contact the State's adoption agency licensing authority at:

- Florida Department of Children and Families
Office of Family Safety
1317 Winewood Boulevard -- Building 1
Tallahassee, FL 32399-0700
- Utah Department of Human Services
Office of Licensing
195 North 1950 West
Salt Lake City, UT 84116
- Washington Department of Social and Health Services
Division of Licensed Resources
PO Box 45700
Olympia, WA 98504
- Louisiana Department of Children and Family services DCFS Licensing
PO Box 260036
Baton Rouge, LA 70826

Initials _____, _____

✉ Washington Office: P.O. Box 1829, Ferndale, WA 98248
Email: info@chiadopt.org Telephone: 360-383-0623
Licensed in: Florida, Louisiana, Massachusetts, Texas and Utah

- Massachusetts Department of Early Education and Care Residential Licenser
51 Sleeper Street, 4th Floor
Boston, MA 01103
 - Texas Dept. of Family and Protective Services
Child-Care Licensing
1425 E. 40th Street
Houston, Texas 77022
5. Children's House International maintains a written record of each official complaint received pursuant to the introduction of this section and the steps taken to investigate and respond to it, as stated above, and makes this record available to COA or the Secretary upon request.
 6. Children's House International does not take any action to discourage a PAP or individual from filing a complaint, or retaliate against PAP's or an individual for making a complaint, expressing a grievance, providing information in writing or interviews to COA on Children's House International's performance, or questioning the conduct of or expressing an opinion about the performance of Children's House International. This information is also given and agreed to by personnel.
 7. Children's House International provides to COA and the Secretary, on a semi-annual basis, a summary of all official complaints received pursuant of the introduction of this section during the preceding six months (including the number of official complaints received and how each official complaint was resolved) and an assessment of any discernible patterns in official complaints received against Children's House International to the introduction of this section along with information about what systematic changes, if any, were made or are planned by Children's House International in response to such patterns.
 8. Children's House International has a quality improvement program appropriate to its size and circumstances through which it makes systematic efforts to improve its adoption services as needed. For example: notes are taken on repetitive complaints of the same nature, complaints that relate to a method of service that can apply in all programs, customer service modes and methods, potential personality problems of employees, approach to individual, etc. The Executive Director reviews a statistical chart annually regarding patterns of complaint and remedy actions sought or policy changes changed. Children's House International uses quality improvement methods such as reviewing complaint data, using client satisfaction surveys, or comparing Children's House International's practices and performances with the data contained in the Secretary's annual reports to Congress on intercountry adoptions.

Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be submitted to arbitration administered by the Washington Arbitration and Mediation Service of Washington, Seattle, Washington. The decision of the arbitrator shall constitute a final and binding adjudication of all matters submitted to arbitration. The decision, including any judgment on any award rendered by the arbitrator, shall be entered in the King County Superior Court of Washington. The parties expressly waive any right to appeal the decision. Each party shall pay its own attorney fees and expenses relating to the arbitration, and one-half of any arbitrator's fees and expenses.

Although the parties agree that arbitration is mandatory, if a controversy or claim arising out of or relating to this agreement, for any reason, is not submitted to arbitration, it shall be litigated, if at all, in the King County Superior Court of Washington in Seattle, to the exclusion of the courts of any other state or country. The prevailing party in any such litigation shall be entitled to its reasonable attorney fees and costs relating to the litigation.

Any liability of the agency, its employees, contract workers or agents for any claim arising out of or relating to this agreement, shall be limited to the total of fees paid to the agency by the parents.

Initials _____, _____

Disruption or Dissolution Policy

✉ Washington Office: P.O. Box 1829, Ferndale, WA 98248
 Email: info@chiadopt.org Telephone: 360-383-0623
 Licensed in: Florida, Louisiana, Massachusetts, Texas and Utah



If, after returning home with the child (ren) I / we decide that I / we cannot parent the above mentioned child (ren), for whatever reason, I / we will provide for the expenses involved for foster care until the child (ren) can be placed with a new adoptive family.

The **dissolution** of an adoption occurs when an adoption ends after it is legally finalized, resulting in the child's return to (or entry into) foster care or placement with new adoptive parents. Dissolution can happen in the country of origin if a Family decides for whatever reason not to take the child home.

A **disrupted** adoption occurs when the adoption ends after the child is placed in an adoptive home and before the adoption is legally finalized, resulting in the child's return to (or entry into) foster care or placement with new adoptive parents.

In the case of a crisis situation it is the responsibility of the adoptive parents to inform CHI so that appropriate interventions (aimed at ensuring the permanence of the placement) can be made as soon as possible.

Dissolution or disruption of an adoption should only be considered after all other options have been tried and failed. The child should always remain the primary concern when dealing with families in crisis. If the adoption of a child is final in the country of origin or the country grants the client guardianship, the client is legally and financially obligated to provide care for said child. The Family is legally and financially required by the country of origin to follow the steps for dissolution according to the specific country's laws. (See Schedule A for details specific to your program). CHI provides the details for those steps in the specific country's Letter of Understanding.

CHI strongly encourages families to contact them and/or their home study social worker if they have issues. If a problem with the placement should develop after the arrival of the child in the United States or once the adoption is legally finalized, the following steps will be taken to assist the client:

1. The Social Worker assigned to the case will inform his/her supervisor of the situation. An initial assessment will be made as to the status of the case.
2. A post-placement visit will be set up by the Social Worker assigned to the case to make an assessment:
 - (A) If the assessment determines that the child or any family member is at risk, the Social Worker will help in arranging an appropriate temporary situation.
 1. If the child is at risk and the family is not cooperating with the Social Worker's efforts to make arrangements for the child outside the home, the Social Worker will contact Child Protective Services immediately.
 - (B) If the assessment determines that neither the child nor any family member is at risk, then the Social Worker will work with the family in developing a plan for the child which includes professional counseling, interventions or evaluations.
3. The Social Worker will discuss all options with the client and will remain in close contact, providing assistance until the problem is resolved; every attempt will be made to preserve the family unit;
4. Should a client decide that disruption or dissolution of the adoption is in the best interest of the family, the Social Worker will discuss the options available to them, indicating which options are in the best interests of the child, taking into account the child's age, length of time in the United States and other pertinent factors;

Initials _____, _____

5. Should the best interest of the child be placement in an institution or other childcare facility, the Social Worker

will assist the client in determining programs that would be best able to fulfill the child's needs.

- 6. Children's House International is NOT a custodial agency.
- 7. The original adoptive family remains legally and financially responsible for the child and expenses related to caring for the child in whatever placement is made, until an alternate adoption plan can be made. This would include medical costs, counseling, therapy treatment facilities etc.

CHI will continue to provide consultation of additional support available for families as needed in order to help protect from families re-homing a child on their own.

All schedules and attachments are considered to be part of the original content of the contract and are agreed to by the PAP. A signed family Service Plan must be included with the Agency Retainer Agreement.

This agreement shall be binding upon and shall insure to the benefit of the executor, administrators, heirs, successors and assigns of the parties to it.

This agreement shall be interpreted in accordance with the laws of the State of Washington.

If this document is altered in anyway it will be considered invalid. The family has received and reviewed this document and has asked for more clarification if needed by the agency before signing and agreeing to the conditions of this agreement.

Date Signed _____

Prospective Adoptive Parent

Prospective Adoptive Parent

Printed Full Name

Printed Full Name

Children's House International Representative