



## Madison Adoption Associates

### ADOPTION SERVICE POLICY & PRACTICES

**Complaint Policy and Procedures:** MAA permits any birth parent, prospective adoptive parent, adoptive parent, or adoptee (each a “complaining person”) to lodge a complaint or appeal about any services or activities of the agency that such person believes are inconsistent with the Hague convention, Intercountry Adoption Act of 2000, or the Hague Regulations. MAA will not take any action to discourage a client or prospective client from making a complaint, expressing a grievance, questioning the conduct of, or expressing an opinion about the performance of any Agency/person. Client agrees to provide Agency (c/o its “Executive Director”) with prompt written notice of any complaint regarding the Agency and its services. A complaint shall only be valid if presented within 30 days of Client first becoming aware of the offending conduct. MAA will investigate and respond to the complaining person in writing within 30 days of receipt of such complaint. We will also provide expedited review under the following circumstances: 1) If complaining person requests expedited consideration and demonstrates that matters are time sensitive facts; or 2) Facts involve allegations of fraud (Hague Regulation 96.41(c)). To the extent that the complainant is dissatisfied with the response to the complaint, the complainant may request reconsideration by writing to the MAA Board of Directors. If the Board of Directors does not respond within 15 days, the complainant may submit their complaint to the Department of State’s Complaint Registry in electronic format. The complaining person may lodge a complaint with the Hague Complaint Registry in accordance with Hague Regulation 96.70 as described at the following website: <http://adoptionusca.state.gov/HCRWeb/WelcomeForm.aspx>. Please note that the accrediting entity assigned to review and resolve complaints will verify that the complaint has already attempted to seek resolution through the Agency’s internal procedures prior to consideration.

**Prohibition on Child Buying:** MAA prohibits its employees and agents from giving money or other consideration, directly or indirectly, to a child's parent(s), other individual(s), or an entity as payment for the child or as an inducement to release the child. If permitted or required by the child's country of origin, an agency or person may remit reasonable payments for activities related to the adoption proceedings, pre-birth and birth medical costs, the care of the child, the care of the birth mother while pregnant and immediately following birth of the child, or the provision of child welfare and child protection services generally. Permitted or required contributions shall not be remitted as payment for the child or as an inducement to release the child.

**Refund Policy:** The Adoptive Parents acknowledge that they are not paying MAA or the agency’s foreign partners to buy a child. Adoptive Parents agree that they are paying for MAA’s and/or MAA’s foreign partners’ time, experience, knowledge, guidance, service, materials, and overhead during the period that they are a MAA client in seeking to adopt a child from a foreign country.

MAA strives to provide our families with the highest quality of service and respect, as well as an atmosphere of trust, security and understanding. Accordingly, we have established our fee structure

to allow Adoptive Parents to pay in stages over the course of the adoption process. The schedule for payment of each portion of the Agency Fees has been structured so that the portion that Adoptive Parent(s) pay at each point in the adoption process parallels the services provided by MAA and its agents at each milestone point in the process. The fee payment structure does not compensate MAA in advance for services to be provided in the future. Rather, all payments are deemed *earned* and *applicable* to services provided previously upon payment. For that reason, upon payment of each portion of the Agency Fees, such funds are non-refundable.

To the extent that Adoptive Parents voluntarily elect to pay the Agency in advance of the due date for services that are deemed to have not yet been performed, MAA agrees that such funds are deemed to be refundable up to and including the date that the payments should have been made under the standard MAA payment schedule.

In the event that Adoptive Parents elect to terminate this Agreement after making a payment, but before the payment due date, MAA shall refund fees received in advance for services not yet provided within 60 days of termination. Any fees that the Adoptive Parents voluntarily prepay for services not yet provided shall be refunded within 60 days of termination.

If Client unreasonably or arbitrarily withholds their acceptance of a child for adoption after they have traveled to the foreign country, Agency shall have the sole and complete discretion to retain some or all of the fees and terminate all further obligations to Client pursuant to the Agreement.

**Adopting Two Unrelated Children at the Same Time:** The adoption of two unrelated children at the same time will be permitted at the agency's discretion, only after certain criteria have been met or completed. Our purpose is to find more children permanent homes while considering and protecting the stability of the placement and acting in the best interests of each child. The procedures outlined below will apply to every client/family who has inquired to MAA about adopting two unrelated children at the same time from a Convention country.

1. In order to be considered for the adoption of two unrelated children at the same time, families must fit the sending country's criteria and have stable income, marriage, and preferably have one parent at home to aid with the children's adjustment. Minor waivers for things such as age or BMI will be considered.
2. Families must complete "Questionnaire to Adopt Two Unrelated Children". This will be reviewed by the MAA Social Work Director, who will then call the family to discuss concerns and risks.
3. Families must identify the two specific children to be adopted. The adoption of two children at the same time will only be approved if at least one of the children has been designated "Special Focus" and has been waiting for over 3 months and there is no immediate opportunity for the child to be adopted individually by another family. Preference is given when both children know each other and are in same orphanage. An additional preference is that MAA staff has met one or both children, as insight can be shared on whether or not the children may be an appropriate fit.
4. Families must have a home study report that approves them to adopt two children at the same time before MAA will consider locking a second child.
5. Families must provide a separate Letter of Intent, and Rehabilitation and Nurture Plan for each child.

*At this time, China is the only Convention country which allows families to adopt two unrelated children at the same time.*

**Grant Receipt and Disbursement Policy:** Many adoptive families are applying for and receiving grants from various foundations to help pay for adoption processing costs. Families are also receiving direct donations from individuals and advocacy groups. MAA will follow the procedure outlined below:

1. MAA will run a final statement for all fees due to MAA.
2. Credits will be issued only for amounts over the final statement amount.
3. Refund checks to the adoptive family will be issued at the billing points in the adoption process. These billing points are:
  - a. Contract Fee / Home Study Review Fee
  - b. Dossier Submission
  - c. Letter of Acceptance / Referral
  - d. Travel Approval
4. It is the adoptive family's responsibility to pay for adoption costs and expenses as they are due.
5. MAA cannot disburse funds to an adoptive family in advance of receiving the grant or donation check. Checks must clear the bank before they are credited to a family's account.