



## Madison Adoption Associates

### INTERNATIONAL ADOPTION CONTRACT

AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Madison Adoption Associates (“MAA”), a Delaware, Pennsylvania, New Jersey and Illinois non-profit 501(c)(3) corporation located at Society Office Complex, 1102 Society Drive, Claymont, DE 19703,

AND

\_\_\_\_\_ (“Adoptive Parent(s)”)

whose address is \_\_\_\_\_.

#### Mission Statement

Madison Adoption Associates is a Hague accredited, non-profit 501(c)(3) organization whose mission is to bring hope, love, and a permanent family to children in need. By serving children and families through domestic and international adoption, our work is guided by the following core principles:

- \* Conducting our business activities with our heart first and an unwavering commitment to ethics.
- \* Treating each child with dignity; always acting in the best interests of the child.
- \* Ensuring that each adoption process is transparent, with adherence to all laws and regulations.
- \* Providing birth parents with caring, compassionate, non-judgmental and confidential support.
- \* Recognizing the unique and precious potential of each child and each family.
- \* Securing stable and loving permanent families for children through pre-adoption preparation, education, and guidance.
- \* Committing time and resources to charitable activities that help children who are not eligible for adoption to lead stronger, safer, healthier, and more productive lives.

To maintain standards and policies that are consistent with applicable child welfare policy and law, including, without limitation, the Convention on Protection of Children and Cooperation in respect of Intercountry Adoption, a multilateral treaty executed at the Hague on May 29, 1993 (the “Hague Convention”), the Intercountry Adoption Act of 2000 (the “IAA” or Hague Law), and the implementing Regulations set forth in 22 CFR Part 96-98 dated February 15, 2006 (the “Hague Regulations”). Specifically, Madison Adoption Associates shall abide by the principles of (i) ensuring that intercountry adoptions take place in the best interests of children; and (ii) preventing the abduction, sale or trafficking of children in connection with intercountry adoption.

WHEREAS, MAA coordinates the adoption of children internationally and otherwise assists prospective adoptive parent(s) in identifying children for adoption and in completing the procedures necessary for the children to be adopted by them abroad and repatriated to the country of the adoptive parents; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound thereby, it is therefore agreed:

#### 1. Home Study.

- a. All obligations of MAA set forth herein are conditioned upon the Adoptive Parent(s)’ receipt of an approved home study report that is in compliance with all applicable foreign, federal and state statutes and rules, and the statutes and rules of the country from which the Adoptive Parent(s) seek to adopt.
- b. The Adoptive Parent(s) understand that they may elect to use MAA to perform the home study services if they reside in the states of Delaware, Pennsylvania, New Jersey, and Illinois.
  - i. If the Adoptive Parent(s) do elect to use MAA for this purpose, the home study services will be governed by a separate agreement.
  - ii. If the Adoptive Parent(s) do not use MAA for this purpose, MAA must do the following:
    - (1) Pre-approve the home study agency and enter into an agreement with the agency, whereby MAA will be the primary provider and the home study provider the supervised or exempt provider; and



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- (2) Review and approve the home study prior to completion. Therefore, the Agency will charge a homestudy review fee (as set forth on Schedule A and on the Schedule of Costs attached hereto). This fee (the "Homestudy Review Fee") covers time spent working in conjunction with your homestudy agency of choice to make certain that the agency follows the necessary guidelines and that your homestudy is in compliance with both State and Foreign Guidelines.
2. MAA Duties. MAA agrees to provide the services listed below to the Adoptive Parents. MAA's responsibilities are strictly limited to those set forth below, and the Adoptive Parent(s) agree and understand that if, at any time, they desire MAA to perform services in addition to those listed below, such needs should be raised with the Executive Director of MAA. MAA, at its sole discretion, shall determine whether to accommodate the Adoptive Parents' additional needs; provided, however that any agreement by MAA to accept additional responsibilities is binding and enforceable only upon express written agreement, signed by the Executive Director of MAA.
- MAA shall work with the Adoptive Parent(s) to assist them in the completion, organization, finalization and submission of all documentation necessary to receive a referral of a child for adoption from a foreign country.
  - If MAA is not performing the home study services, MAA agrees to work cooperatively with the home study agency that the Adoptive Parent(s) selects and MAA approves.
  - Upon providing the Adoptive Parent(s) with the referral of a child from a foreign country, and the Adoptive Parent(s)' acceptance thereof (hereinafter, the "Child(ren)"), MAA shall work on behalf of the Adoptive Parent(s) to assist them in the completion, organization, finalization and submission of all documentation necessary for the Adoptive Parent(s) to adopt the Child(ren) from the placing country; provided, however, that MAA specifically excludes from its obligations the services set forth in Sections 3(f), (g) and (i) below.
  - MAA shall provide the Adoptive Parent(s) with all information on the Child(ren) in its physical possession, subject to the limitations contained in the Disclosure of Risks section included below.
  - MAA shall arrange for and schedule all administrative, judicial and/or other proceedings required by the placing country to effect the adoption of the Child(ren) by the Adoptive Parents.
  - To the extent that the Adoptive Parent(s) are citizens of the United States, MAA shall assist the Adoptive Parent(s) in completing all documentation necessary for the Child(ren) to apply for and acquire an exit visa and gain admission to the United States of America, including arranging and scheduling consular visit(s) and physical examination(s) of the Child(ren) for such purpose.
  - To the extent necessary, MAA will provide or arrange for translation services for all documents.
  - If an event should occur as defined in paragraph 5 that results in either significant delay (as in a moratorium) or a closing of that country to all adoptions, MAA will work with the Adoptive Parent(s) to determine if another program could meet the needs of the Adoptive Parent(s). In the event that the adoption is not completed for any reason beyond the control of the Agency, the Adoptive Parent(s) understand that the fees already paid to the foreign referral source or other officials/facilitators in the foreign country are recoverable or refundable only as set forth on Schedule A.
  - MAA will communicate on behalf of Adoptive Parent(s) with the foreign country from which they seek to adopt.
3. Adoptive Parent(s)' Duties During the Adoption Process. Any duties not expressly listed above as being provided by MAA shall be the responsibility of the Adoptive Parent(s). The Adoptive Parent(s) agree that they will undertake all steps necessary, for the adoption of the Child(ren), including, without limitation, the following duties:
- The Adoptive Parent(s) shall complete successfully a minimum of 12 hours of parent preparation education and counseling with a social worker and/or home study agency duly licensed in the jurisdiction in which the Adoptive Parents reside and approved by MAA. Upon the successful completion of such counseling, MAA will issue an Adoptive Parent Certificate of Parent Preparation for Adoption of Older Children, to be signed by both the Adoptive Parent(s) and the social worker and/or home study agency, as applicable. In signing this Certificate, the Adoptive Parent(s) will acknowledge and represent that they have been informed of, explored, and understand the issues involved in the developmental and social adjustment of foreign born, institutionalized, adopted children to their new homes in the Adoptive Parent(s)' country of residence and/or citizenship (the "Adoptive Parent(s)')



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- Country”). The Adoptive Parent(s) hereby agree to participate in and complete such a parenting preparation program.
- b. The Adoptive Parent(s) agree to be completely honest and forthcoming throughout the entire adoption process. They further agree to not act in any manner that would be construed as discourteous, immoral or insulting towards the U.S. or Foreign authorities or MAA staff, coordinators and consultants. Any such action shall be deemed to be a breach of this Agreement and shall constitute cause for termination thereof by MAA. In the sole professional discretion of MAA to serve the best interest of the prospective adoptive child, at any time during the processing of the adoption case, MAA may require additional Adoptive Parent(s) counseling, testing, education and approval(s) prior to placement of a child with the Adoptive Parent(s).
  - c. The Adoptive Parent(s) understand and agree that all contacts to Foreign Adoption Authorities, in-country coordinators/facilitators/attorneys and/orphanages should be made through MAA unless specific approval is issued by the Executive Director for direct contact with such persons as named above.
  - d. The Adoptive Parent(s) acknowledge that the requirements for specific documents with respect to the adoption process may vary from region to region and from time to time, and may change with or without notice. To the extent that MAA requests documentation, information and/or materials from the Adoptive Parent(s) for purposes of adoption or post-placement, the Adoptive Parent(s) shall use their best efforts to submit to MAA such documents, information and materials in the requested form within 10 days thereof. All such documentation, information, and materials shall be accurate and not contain any material omissions.
  - e. The Adoptive Parent(s) agree to pay to MAA all fees set forth in the Schedule and Confirmation of Costs attached hereto in the amounts, in the manner, and on the dates set forth therein.
  - f. Using instructions provided by MAA, the Adoptive Parent(s) shall obtain all materials and complete their dossier for submission to the foreign country.
  - g. The Adoptive Parent(s) agree that it is their responsibility to monitor the dates of their paperwork and keep all paperwork current. This includes, but is not limited to, home study, USCIS approval, state requirements, etc.
  - h. The Adoptive Parent(s) agree to perform and complete all steps necessary to accomplish the immigration of the Child(ren) to the Adoptive Parent(s)’ Country, and to formalize citizenship for the Child(ren) according to the laws and procedures of the Adoptive Parent(s)’ Country.
  - i. If required by the country that is placing the Child(ren), the Adoptive Parent(s) agree to register the Child(ren)’s adoption with the appropriate officials prior to the family’s departure from that country or, if approved by MAA, at the appropriate Consulate in the Adoptive Parent(s)’ Country immediately upon return to that country. If registration does not occur while abroad, the Adoptive Parent(s) agree to submit to MAA evidence and documentation of this registration within thirty (30) days of their return to the Adoptive Parent(s)’ Country.
  - j. Upon return to the Adoptive Parent(s)’ Country, the Adoptive Parent(s) shall take any and all steps required to record, domesticate, or otherwise legitimize and formalize the Child(ren)’s adoption by the Adoptive Parents as required by the Adoptive Parent(s)’ Country. Such steps must be sufficient so that the Child(ren) have at least the same rights the Child(ren) would have had if such Child(ren) had been born to the Adoptive Parent(s) in the Adoptive Parent(s)’ Country, including, without limitation, support obligations and inheritance rights. Adoptive Parent(s) shall provide properly authenticated copies of all foreign adoption decrees and re-adoption decrees to MAA by the Adoptive Parent(s) within 15 days of issuance. All costs associated with the recording and domestication of the adoption of the Child(ren) in the Adoptive Parent(s)’ Country shall be the sole responsibility of the Adoptive Parent(s).
  - k. Adoptive Parent(s) hereby agree to provide copies of all foreign finalization documents to MAA within 15 days of their return home.
  - l. Adoptive Parent(s) agree to advise MAA if there is any change in circumstances from the time their home study report is completed through the finalization of the adoption, including, without limitation, (i) a move of their residence, (ii) pregnancy or the addition of another child or adult to their home, (iii) loss of income; (iv) serious illness of one or both Adoptive Parent(s); (v) either of the Adoptive Parent(s)’ arrest for criminal charges; (vi) psychiatric sickness of the Adoptive Parent(s), or other mental physical or emotional instability; (vii) alcoholism, drug addiction or other substance abuse of either of the Adoptive Parent(s); (viii) child abuse complaint filed



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against one or both of the Adoptive Parent(s); and (ix) marital discord, including, without limitation, divorce or separation of the Adoptive Parent(s).

- m. The Adoptive Parent(s) grant to MAA permission to disclose to third parties such information as MAA deems necessary for the performance of the services described in this Agreement.

#### 4. Parental Discretion

- a. The Adoptive Parent(s) have the absolute discretion to request that the child presented to them for the opportunity of adoption is within certain parameters, subject to certain limitations.
- i. Adoptive Parent(s) may not specify skin tone of a prospective adoptive child.
  - ii. To the extent that Adoptive Parent(s) request that a child be “healthy,” that this requirement be subject to their understanding of the risks set forth on Schedule D hereto. The Adoptive Parent(s) specifically understand that MAA cannot guaranty the health of a child, that they understand that MAA cannot guaranty the accuracy of medical information provided on a child, and that they understand that any child who has resides in an institution will experience certain heightened health risks and delays whose long-term impact is difficult to predict with accuracy.
  - iii. To the extent that the Adoptive Parent(s) request that a child be within a certain age range, such age range will be linked to the time of assignment to the Adoptive Parent(s) and not linked to the age at the time of Placement. The Adoptive Parent(s) specifically understands the risks described on Schedule D, including the fact that a case may take longer to process in a foreign court system that was predicted. Therefore, a child may at the time of placement be older than expected when the assignment was originally accepted.
- b. When a child is assigned to the Adoptive Parent(s) for consideration for adoption, the Adoptive Parent(s) retain the absolute discretion to accept the opportunity to adopt that child, or to decline such opportunity, subject to certain limitations. Specifically, any decision to decline must be based upon the Adoptive Parent(s)’ reasonable evaluation of the Child(ren), and cannot be based on arbitrary factors. The Adoptive Parent(s) are encouraged to seek outside medical evaluations from an international adoption medical specialist to interpret and evaluate medical and social information provided on a Child(ren). Bases that are considered unreasonable or arbitrary include, without limitation, skin/hair/eye color, ethnicity (or presumed ethnicity), attractiveness, size of the Child(ren).
- c. If the Child(ren) is declined for adoption as a result of the Adoptive Parent(s)’ reasonable evaluation of the Child(ren), MAA will attempt to determine if there is another child or children who may meet the criteria of the Adoptive Parent(s) for an adoption. To the extent that these determinations are made while the Adoptive Parent(s) are in the foreign country of origin, MAA cannot guaranty that an adoption will be completed at that time, and the Adoptive Parent(s)’ hereby understand, acknowledge and assume the risk that their decision results in that country’s officials’ refusal to permit the Adoptive Parent(s) to adopt any other child from such country.
- d. If the Adoptive Parent(s) unreasonably or arbitrarily withhold their acceptance of the Child(ren) [optional: after they have traveled to the foreign country], MAA shall have the sole and complete discretion to terminate all further obligations to the Adoptive Parent(s) pursuant to the Agreement.

#### 5. Adoption Contingencies/Allocation of Risk/Hold Harmless.

- a. The Adoptive Parent(s) understand, acknowledge and agree that the process of international adoption contains a number of inherent risks that are outside the control of MAA, including, without limitation, the risks described on Schedule D hereto. The risks described on Schedule D are a non-exhaustive representation of the types of risks that may arise in the process.
- b. The risks described on Schedule D may impact the international adoption process in the form of delays, emotional frustration, additional expense and/or failure of the ability to complete the adoption process. Further, some of the risks can impact the long-term health and well-being of the adopted child in the future.
- c. The Adoptive Parent(s) hereby expressly acknowledge that they have reviewed thoroughly Schedule D hereto, and that they understand these represent the types of risks that are inherent in the international adoption process and are outside of the control of MAA (hereinafter, the types of risks that are outside of the control of MAA shall be called the “International Adoption Risks”).



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- d. **The Adoptive Parent(s) understand that because international adoption risks exist in the process, MAA cannot assure the Adoptive Parent(s) that there will be a successful outcome. The Adoptive Parent(s) hereby agree that if an international adoption risk event occurs with respect to the Adoptive Parent(s)' adoption case processing or with respect to the long-term health of their adoptive child, the Adoptive Parents assume the risk, and the consequences of that the outcome. The Adoptive Parent(s) agree to hold MAA harmless for any of the costs incurred during or after the adoption process as a result of the occurrence of an international adoption risk.**
- e. The Adoptive Parent(s) hereby agree to waive liability against, and hold harmless, each of MAA and its successors, assigns, officers, directors, employees, owners, agents, volunteers, attorneys, representatives and corporate affiliates (collectively, the "Released Parties"), and to fully and forever release the Released Parties from any and all actions, causes of action, suits, debts, accounts, liability, damages, attorney's fees, claims, counterclaims, and demands whatsoever, whether arising in contract or in tort, including claims for negligence, and whether in law or in equity, which the Adoptive Parent(s) had, now have, or hereafter can, shall, or may have for, upon, or by reason of any matter, cause, or thing whatsoever arising out of or relating to an International Adoption Risk, and, including, without limitation, (a) the political, governmental and administrative conditions in the foreign country; (b) any problems, delays, or failures relating to US-International relations; (c) the medical, mental, social, emotional, and developmental condition of the Child(ren); (d) the family background, prior history and care and previous experiences of the Child(ren); (e) any changes in the laws, regulations, policies, or administrative requirements of the international placing country, the United States or the Adoptive Parent(s)' Country ; (f) any failure of any governmental or administrative judge, agency, official, employee, or agency to approve or promptly process the adoption; (g) war, terrorism, crime, acts of God, natural disasters, or any other conditions, matters, or causes beyond the control of MAA, and (h) any or all of the risks set forth on Schedule D hereto. The Adoptive Parent(s) further agree to indemnify each of the Released Parties for any claims, costs, damages, or expenses incurred relating to, or arising from, the occurrence of an International Adoption Risk, including without limitation, unknown medical conditions of the Child(ren).
- f. All hold harmless and other provisions contained in this Paragraph, elsewhere in the Agreement, and the Attachments thereto are each to be construed to have the broadest meaning permitted by law. Where apparent conflicts exist, the provisions are to be harmonized to provide maximum protection from liability to the Released Parties. Any duplication found in the Agreement and Attachments thereto shall not be cause to strike or nullify one provision in favor of another.
- g. If an adoption process takes longer than eighteen (18) months due to extraordinary events such as a natural disaster, change in local or international adoption laws, change in key government personnel or policies, or political upheaval or disturbance, Client agrees that Agency may charge, and Client will pay, an additional \$150 per month after the eighteen month period as an additional Consulting Fee. Client may choose to terminate this Agreement instead of paying the additional \$150 per month.
6. **Adoptive Parent(s) Duties Following the Adoption Process.** The Adoptive Parent(s) agree to assume the following obligations following the adoption process:
- a. **Post-Placement/Post-Adoption Obligations.**
- i. Background – The Adoptive Parent(s) specifically understand that it is a difficult decision for any country to agree to allow its orphaned children to leave their homeland to be adopted internationally. These countries deserve not only our gratitude, but also our respect. Post-placement/Post-Adoption reports and photos provide clear and irrefutable evidence that *adoption is a positive solution for children who lack permanent families to find loving homes!*
- ii. In order to keep the doors open for the next family who wishes to adopt internationally, it is critical that the Adoptive Parent(s) agree to provide post-placement or post-adoption reports (as applicable) to the officials of the Child(ren)'s country under the requirements that such country has given. Adoptive Parent(s) failure to comply with their post-placement/post-adoption obligations could jeopardize the ability of other children from the foreign country from which the Adoptive Parent(s) adopt to find homes with families abroad.



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- iii. The Adoptive Parent(s) understand and agree to comply with any and all requests by either the foreign adoption officials, state and federal government, and MAA to provide required post-placement reports or post-adoption reports (as applicable), to register the adoption with the foreign Embassy/Consulate in the U.S./Consulate in the Adoptive Parent(s)' Country, or to perform other follow-up requested.
  - iv. The Adoptive Parent(s) acknowledge that post-placement/post-adoption requirements may vary from country to country, and may change over time with or without notice. MAA hereby notifies the Adoptive Parent(s) that the post-placement/post-adoption requirements of its programs as they exist at this time are set forth on Schedule C hereto. The Adoptive Parent(s) hereby agree to comply with the post-placement/post-adoption obligations as they exist at this time, and as they may change over time.
    - (1) Agency will notify Adoptive Parent(s) about the post-placement requirements that exist at the time of placement of the child with them, and will use its best efforts to notify Adoptive Parent(s) of changes as they occur in the future.
    - (2) Adoptive Parent(s) will use their best efforts to monitor changes in the post-placement requirements of the country from which they adopted the Child(ren) as they evolve over time and to comply with the requirements to the best of their ability.
  - v. With respect to post-placement/post-adoption reports, the Adoptive Parent(s) hereby agree to provide post-placement/post-adoption reports to MAA and/or to any and all state and federal licensing agencies that MAA directs at the intervals set forth on Schedule C hereto, and in the format required by the foreign country, as set forth on Schedule C hereto. To the extent required and directed, the reports shall be completed by a duly licensed social worker or home study agency at the expense of the Adoptive Parents, and properly authenticated. All such post-placement reports shall be submitted (with any required notarization, certification and/or apostilled) in a timely manner so that such reports are received by MAA, and any and all state and federal licensing agencies that MAA directs, no event later than thirty (30) days from the deadlines provided. With each report, the Adoptive Parent(s) agree to include eight (8) photographs of the Child(ren).
  - vi. The Adoptive Parent(s)' failure to comply (a) will result in immediate and irreparable harm and/or damage to MAA, and (b) entitles MAA to an immediate ex parte injunction and/or specific performance ordering the Adoptive Parent(s)' compliance with the request for documentation, with all legal fees and expenses resulting from such action to be the Adoptive Parent(s)' responsibility.
- b. Assistance with Adjustment Difficulties.** It is the right of a Child(ren) whose family is experiencing adjustment difficulties to receive full protection and service. Should the Adoptive Parent(s) experience difficulties in the adjustment of the Adoptive Parent(s) and/or the Child(ren), the Adoptive Parent(s) agree to notify MAA, and the Adoptive Parent(s) further agrees to cooperate with, and accept the assistance of, MAA in managing the crisis. With the assistance of the Home Study agency, MAA will evaluate the crisis and provide, recommend or require additional counseling as necessary to resolve the crisis. To the extent that family counseling to handle the crisis does not succeed, and disruption/dissolution is necessary, the Adoptive Parent(s) hereby consents to the removal of the Child(ren) by MAA and replacement on a temporary and/or permanent basis, within the professional discretion of MAA. The Adoptive Parent(s) agree to cooperate with this replacement process to the greatest extent possible. Further, the Adoptive Parent(s) specifically agree that MAA has standing to participate in any proceeding relating to replacement of the Child(ren). The adoptive parent(s) will maintain financial responsibility until MAA finds an alternative placement. The child's wishes, age, and length of time will be taken into account in seeking alternative placement. Child will be returned to country of origin only under extreme circumstances, as a last resort, and if in the best interests of the child. Secretary and Central Authority of that country will approve any alternative placement in writing.
7. Travel.
- a. Subject to 7(b) below, if requested by the Adoptive Parent(s), MAA shall make all travel, lodging and in-country transportation arrangements for the Adoptive Parent(s). In the event that the Adoptive Parent(s) choose to arrange for their own flight or hotel accommodations when they travel, they agree to provide prior notice of the chosen hotel(s) to and to obtain the approval of MAA. If the Adoptive Parent(s) choose to utilize the services of an



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outside travel agent other than those recommended by MAA, the Adoptive Parent(s) understand that all arrangements and changes to travel are the sole responsibility of Adoptive Parent(s) and MAA will not be responsible for any rescheduling due to changes, errors or omissions.

- b. Payments. Irrespective of whether MAA makes reservations on behalf of the Adoptive Parent(s), the Adoptive Parent(s) hereby assume all obligations to pay any and all expenses related to travel, including, without limitation, airfare, lodging, transportation and meals, and further hereby agree to make such payments directly to travel agents, airlines, hotels, restaurants and other carriers, as applicable. To the extent MAA has provided you with an estimate of the travel expenses on the Schedule and Confirmation of Costs attached hereto, or elsewhere, this estimate is intended to be a guideline only for the convenience of the Adoptive Parent(s). The costs of airline tickets or other travel arrangements could change at any time, and MAA assumes no liability if the actual cost of any of the expenses estimated therein exceeds the estimated amount. Adoptive Parent(s) hereby agree to hold MAA harmless in the event that the travel expenses exceed the estimate of expenses provided herein.
- i. The Adoptive Parent(s) further agree to assume the financial risk, and therefore, to pay any additional expenses, relating to changes to their itinerary for any reason, as well as for lost tickets and other documentation required to travel. MAA hereby advises the Adoptive Parent(s) to consider and determine the need to purchase travel insurance for all or part of their travel-related expenses for this purpose.
  - ii. The Adoptive Parent(s) agree to hold MAA harmless for the cost of all travel expenses incurred for any reason. MAA hereby disclaims liability to the Adoptive Parent(s) for any and all travel.
8. MAA Cooperative Agreements. MAA may, in its sole discretion, engage and work cooperatively with one or more additional agency(ies) and/or individuals to fulfill any of its obligations under this Agreement.
9. Agreement to be Unconditionally Responsible for the Child(ren). At the completion of the Child(ren)'s adoption, the Adoptive Parent(s) are solely responsible for the care and treatment of the Child(ren). The Adoptive Parent(s) acknowledge that not every impairment or condition is or can be identifiable or observable at the time the Child(ren) is identified for adoption. The Adoptive Parent(s) have reviewed the Disclosure of Risks set forth on Schedule D hereto and are aware of the risks inherent in the international adoption process. The Adoptive Parent(s) have made the decision to adopt the Child(ren) independent of any representations or information that MAA or those other organizations with whom MAA works have provided, and Adoptive Parent(s) and accept and assume the risk that there may be undiagnosed impairments, conditions or issues. The Adoptive Parent(s) represent and warrant that they are of sound mental and physical health, are not subject to any physical or mental condition or illness, and are not taking any medication or other substance that would in any way inhibit or impair their ability to parent or to make an informed, rational decision to adopt the Child(ren) without undue influence from any other person or party. The Adoptive Parent(s) further acknowledge that MAA has no responsibility financial or otherwise toward the Adoptive Parent(s) or Child(ren) in the event of any disability, impairment, condition, issue, and/or illness and agree to hold MAA harmless should any impairment, disability, condition, illness or issue be present currently or arise in the future.
10. Legal Effect of Foreign Adoption. Upon the completion of court and/or administrative proceedings necessary for the adoption of the child in the placing country, the Adoptive Parent(s) shall assume all legal obligations and responsibilities toward the Child(ren) as if the Child(ren) had been born to them in the Adoptive Parent(s)'

Country. The Adoptive Parent(s) agree to accept and execute any and all legal obligations including, but not limited to, providing appropriate housing, food, clothing, education and medical care to the Child(ren). Under no circumstances shall the adoption of the Child(ren) be set aside or challenged by the Adoptive Parents.

11. Modification and Waiver. Neither this Agreement nor any provision hereof shall be amended or modified or deemed to be amended or modified, except by an agreement in writing duly subscribed and acknowledged with the same formality as this Agreement. Any waiver by any party of any provision of this Agreement or any right or obligation hereunder shall not be controlling, nor shall it prevent or stop such party from thereafter enforcing such provision, right or obligation. The failure of any party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by any other party shall not be construed as a waiver or relinquishment



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for the future of any such term or provision, but the same shall continue in full force and effect. Notwithstanding any rule of construction or statute to the contrary, this Agreement shall not be construed against the drafter.

12. Governing Law/Choice of Forum. All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the State of Delaware and the laws of the United States of America, without resort to its or their conflicts of laws principles regardless of the jurisdiction in which any action is initiated. The parties hereto hereby agree that the State of Delaware, New Castle County, is a convenient location and the appropriate location for an arbitration of any dispute under this Agreement, as described below. To the extent any matter is not governed by arbitration, the parties further agree that the Superior Court of New Castle County, Delaware, and the United States District Court, District of Delaware, are the exclusive venues for the resolution of any disputes arising under or relating to this Agreement. The parties consent to personal jurisdiction in these jurisdictions and expressly agree that service of process shall be deemed to be sufficient if original process is sent via any method evidencing receipt to the last known address of the party.
13. Termination. MAA retains the right to terminate this Agreement effective immediately upon written notice if it learns that any of the information that the Adoptive Parent(s) provided to MAA or the agency or social worker who approved the home study is false, materially misleading or changed substantially since the home study report was approved. MAA retains absolute discretion to terminate the Agreement upon learning of the false or misleading information provided by the Adoptive Parent(s). Changed circumstances that may constitute cause for termination include, without limitation, (i) loss of income such that Adoptive Parent(s) are unable to afford another dependent or the cost of adoption; (ii) health of one or both Adoptive Parent(s) would place the secure future of the child in jeopardy; (iii) arrest for criminal charges without proof of rehabilitation; (iv) change in home location or condition such that the housing becomes unsuitable for the safety and well-being of the child; (v) psychiatric sickness of the Adoptive Parent(s), or other mental physical or emotional instability without proof of rehabilitation that could place the child in jeopardy; (vi) alcoholism, drug addiction or other substance abuse without proof of rehabilitation; (vii) child abuse complaint filed against one or both of the Adoptive Parent(s); (viii) lack of support for the adoption by the Adoptive Parent(s)' extended family; or (ix) marital discord, including, without limitation, divorce or separation of the Adoptive Parent(s). To the extent MAA has reason to believe that representation of the Adoptive Parent(s) does not serve the best interest of a child, MAA retains the right to terminate this Agreement at its sole discretion.
14. Limitation of Liability. The Adoptive Parent(s) agree that in the event a claim or cause of action not precluded by this Agreement or the Attachments thereto is made, under no circumstances shall the liability of MAA exceed the total of payments made to MAA from the Adoptive Parent(s).
15. Mandatory Binding Arbitration.
- a. Subject to the exceptions set forth in section (c) below, any controversy, dispute or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved by mandatory, binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules,
- and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This means that by executing this Agreement, **each party hereto is waiving its respective rights to assert or defend any dispute under the Agreement at a court hearing, and further waives the right to resolution of such dispute by a judge or by a jury trial.**
- b. Exceptions. The following are the sole exceptions to paragraphs 16(a) and (b) above:
- i. Matters in dispute with a value of \$2500 or less may be heard by the Small Claims Court division of New Castle County, DE.
- ii. To the extent the Adoptive Parents fail to honor the post-placement/post-adoption obligations set forth above, MAA may pursue all legal action necessary to force compliance with the post-placement requirements, including, without limitation, an action for specific performance or injunctive relief in the Delaware Court of Chancery.



## Madison Adoption Associates

- c. All disputes heard in arbitration will be resolved by a neutral arbitrator. You are entitled to a fair hearing, but the arbitration procedures are generally simpler and more limited than rules of court. However, **arbitrator decisions are as enforceable as any court order and are subject to very limited review by a court.** Each party will have an equal voice in selecting the arbitrator(s) proposed by the AAA and will split fees and costs incurred evenly. To the extent the controversy referred to the AAA for arbitration can be considered on an expedited basis and or any dispute and/or hearing can be held without an in-person hearing, (i.e. by telephone, by written memoranda, or otherwise), the parties hereby consent to implement such rules.
  - d. For more information about arbitration procedures and rules, please consult the American Arbitration Association website at <https://www.adr.org>, or contact the following:  
American Arbitration Association, Customer Service Center  
335 Madison Avenue, Floor 10, New York, New York 10017-4605  
212-716-5870 Fax: 212-716-5907, Toll Free: 1-800-778-7879 Email: [Websitemail@adr.org](mailto:Websitemail@adr.org)
  - e. Each party hereto has had a chance to discuss this provision with an attorney and has made knowing and voluntary decision to select arbitration for resolution of disputes covered by this Agreement.
16. Full Disclosure. All parties acknowledge that this is a fair agreement and that it is not the result of any fraud, duress or undue influence exercised by any party upon any other or by any other person or persons upon any party.
  17. Severability. In the event that any provision of this Agreement should be held to be contrary to, or invalid under, the law of any country, state or other jurisdiction, such illegality or invalidity shall not affect in any way any other provision hereof, all of which shall continue, nevertheless, in full force and effect in any country, state or jurisdiction in which such provision is legal and valid.
  18. Independent Covenants. Each of the respective rights and obligation of the parties hereunder shall be deemed independent and may be enforced independently, irrespective of any of the other rights and obligation set forth herein.
  19. Headings. Headings are inserted for the convenience of the parties only and shall not be attributed with any substantive meaning for purposes of interpreting this Agreement.
  20. Entire Understanding. This Agreement, with the Attachments "A" Schedule of Fees, Expenses and Financial Obligations and Refund Policy hereto, contains the entire understanding of the parties, who hereby acknowledge that there have been and are no representations, warranties, covenants or understanding other than those expressly set forth herein and that the parties have not entered into this Agreement in reliance upon any provision or understanding not expressly contained herein.
  21. Independent Legal Advice. MAA encourages the Adoptive Parent(s) to retain independent legal counsel both for the review of this Agreement and its Attachments and to advise the Adoptive Parent(s) on what, if any, steps are required in their home state for recognition of the foreign adoption decree. Further, as an international adoption agency, it is the primary responsibility of MAA to find families for children, not children for families. MAA must represent the best interest of the child at all times. To the extent that the Adoptive Parent(s) determine that a conflict of interest with these goals should arise, MAA will notify the Adoptive Parent(s) thereof, and the Adoptive Parent(s) understands that they may consult with independent legal counsel at their own expense.

Adoptive Parent	Date	Adoptive Parent	Date
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State of: \_\_\_\_\_ County of: \_\_\_\_\_.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires on: \_\_\_\_\_.



## Madison Adoption Associates

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### Schedule A - Schedule of Fees, Expenses, Financial Obligations and Refund Policy

1. Financial Obligations and Expenses: The Adoptive Parent(s) understand and agree to pay the financial obligations (the "Fees and Expenses") set forth on the Schedule of Fees and Costs attached hereto.
2. Country Change Fee: In the event that the adoptive family's chosen country enters into a suspension or closure to adoption, or should the adoptive family voluntarily decide at any time during the adoption process to change to a different Agency Program/Country, there will be a \$1000 country change fee applicable, due at the time of program conversion.
3. Refund Policy. Client agrees to the following conditions regarding the payment of Agency Fees:
  - a. The Adoptive Parent(s) acknowledge that they are not paying Madison Adoption Associates or Madison Adoption Associates' foreign partners to buy a child. Adoptive Parent(s) agree that they are paying for Madison Adoption Associates' and/or Madison Adoption Associates' foreign partner's time, experience, knowledge, guidance, service, materials, and overhead during the period that they are a Madison Adoption Associates client in seeking to adopt a child from a foreign country.
  - b. Madison Adoption Associates 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 Parent(s) 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 Madison Adoption Associates and its agents at each milestone point in the process. The fee payment structure does not compensate Madison Adoption Associates in advance for services to be provided in the future. Rather, all payments are deemed earned and applicable to services provided previously upon payment.
  - c. For the reasons stated above, upon payment of each portion of the Agency Fees, such funds are non-refundable.
  - d. To the extent that an Adoptive Parent(s) voluntarily elects to pay the Agency in advance of the due date for services that are deemed to have not yet been performed, Madison Adoption Associates agrees that such funds are deemed to be refundable up to an including the date that the payments should have been made under the standard Madison Adoption Associates payment schedule (the "Planned Payment Date"). In the event that an Adoptive Parent(s) elects to terminate this Agreement after making a payment, but before the Planned Payment Date, Madison Adoption Associates shall refund fees received in advance for services not yet provided within 60 days of termination.
  - e. With respect to Foreign Program Fees, the Adoptive Parent(s) acknowledge that such fees are not intended to buy a child. Adoptive Parent(s) agree that such fees are for the foreign partner's time, experience, knowledge, guidance, service, materials, and overhead during the period that Adoptive Parent(s) are Madison Adoption Associates clients seeking to adopt a child(ren) from a foreign country.
  - f. The schedule for payment of each portion of the Foreign Program 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 Agency's Foreign Partner and its agents at each milestone point in the process. Accordingly, upon submission of the Adoptive Parent(s)' dossier and Foreign Program Fees to the applicable Foreign Program officials/agents, the Agency's foreign partner are deemed earned upon payment by Agency to the Foreign Partner. Therefore, the Foreign Program Fee is not refundable for any reason, including, without limitation, if the Adoptive Parent(s) either subsequently withdraw or are not approved by the government or program officials abroad; provided, however, that if a child that has been identified/referred and accepted by a family for adoption subsequently is withdrawn from placement or is for any other reason is *no longer* available, *or* conversely, if the Child(ren) is available but is



## Madison Adoption Associates

*declined* for adoption as a result of the Adoptive Parents' reasonable evaluation of that Child(ren), the Foreign Program Fees already paid shall be applied to the adoption of another child from that country. If the Adoptive Parent(s) unreasonably or arbitrarily withholds their acceptance of a child for adoption after they have traveled to the foreign country, Madison Adoption Associates shall have the sole and complete discretion to retain some or all of the Fees and terminate all further obligations to the Adoptive Parent(s) pursuant to the Agreement.

- g. Any fees that the Adoptive Parent(s) voluntarily prepay for services not yet provided shall be refunded within 60 days of termination.
4. Adoption-Related Expenses. For some of our programs, MAA has provided an estimate of the Adoption-Related Expenses. This estimate is intended to be a guideline only for the convenience of the Adoptive Parent(s). The costs of any of these expenses are in the control of third parties over whom MAA has no control, and, therefore, the costs could change at any time. To the extent that MAA did provide an estimated range for travel or other expenses, MAA assumes no liability if the actual cost of any of the expenses estimated therein exceeds the estimated amount. Adoptive Parent(s) hereby agree to hold MAA harmless in the event that the Adoption-Related Expenses exceed the estimate of expenses provided herein.
  5. Foreign Fees. With respect to fees that are payable to Agency for Foreign Fees, Agency hereby agrees that it will not charge additional fees and expenses beyond those disclosed in this Agreement, except as otherwise set forth herein. In the event that unforeseen additional fees and expenses arise in the foreign country, the Agency will incur such additional fees and expenses on your behalf only under the conditions set forth below.
    - a. Agency will disclose the fees and expenses in writing to Adoptive Family;
    - b. To the extent such fees exceed \$1000, Agency will not incur such additional fees without your express permission. Agency will obtain the specific consent of the Adoptive Parent(s) prior to making such expenditure without advance permission.
    - c. There may be exigent circumstances whereby Agency's foreign agents, in their professional judgment, believe that it is reasonable and necessary to make expenditures in excess of \$1000 beyond those disclosed previously, in order to continue processing expeditiously your adoption case. In all of these circumstances, Agency will make every possible effort to gain your prior authorization before making any such expenditure on your behalf. To the extent that such a situation arises and Agency is unable to reach you, and time is of the essence, you as the prospective adoptive parent hereby waive the advance authorization requirement and give the Agency permission to make such an expenditure on my behalf. [Adoptive Parents initial here if agree \_\_\_\_ (adoptive mother) \_\_\_\_ adoptive father]
    - d. Agency will provide written receipts to the Adoptive Parent(s) for fees and expenses paid directly by Agency or person in the Convention country and will retain copies of such receipts.

**Accepted:**

\_\_\_\_\_  
Adoptive Parent

\_\_\_\_\_  
Adoptive Parent

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Madison Adoption Associates

### Fee Schedule for Hague Convention Country of China

General Category of Fees & Expenses	Total	Breakdown	Other Info
<b>Home study</b>	<p>Total fees and estimated expenses for home study preparation and approval:</p> <p>Adoptive families residing in the states of DE, IL, NJ, and PA should utilize the Agency to perform home study services. Agency fee for home study services is: <b>\$2800</b>. In addition, families may need to pay for criminal background/child abuse clearances to third parties.</p> <p>Families residing in other states must use a Hague or COA accredited provider. MAA has a list of recommended and pre-approved providers in your state. In addition, you will need to pay for criminal background/child abuse clearances to third parties in the approximate amount of up to \$50 (estimated range) and must pay a home study review fee of \$300 to the Agency.</p>		<p>In-State: Paid to Agency as follows:</p> <p>HS Fee \$2800</p> <p><b>OR</b></p> <p>Out of state: Paid to HS agency; fee determined by HS agency <b>PLUS</b> MAA HS Review Fee \$300</p> <p>Fees for background clearances due upon submission of request</p>
<b>Adoption Expenses in the U.S.</b>	<p>The expected total fees and estimated expenses for all adoption services other than the home study that will be provided in the U.S.</p> <ul style="list-style-type: none"> <li>▪ Application fee: \$500, or \$250 for returning MAA clients</li> <li>▪ Agency Fee Total: \$8000</li> <li>▪ Grants (fee reductions):</li> <li>▪ Family income less than \$100,000 (-\$1000)</li> <li>▪ Special Focus Program (-\$500)</li> <li>▪ Adoption of a Child over age 8 years (-\$500)</li> <li>▪ Matt Flocco Military/1<sup>st</sup> Responders (- \$500)</li> <li>▪ <b>Any additional grants for the adoption of a specific child (medical need, aging out, etc.) are deducted at this time.</b></li> </ul> <p>Education: \$100-\$300 (estimated) Online training, attendance at third party events, seminars, conferences, resources, books, etc.</p>	<p>Includes:</p> <p>Personnel; Administrative Overhead; Operational costs; Training and Education; Communications and Publications</p>	<p>Due as follows:</p> <p><b>With Application:</b> \$500 OR \$250 (returning client)</p> <p><b>With Agency Contract:</b> \$3000</p> <p><b>Dossier submission:</b> \$5000</p> <p>Less any additional grants from MAA.</p> <p>Education paid to the Provider</p>
<b>Foreign Country Program Expenses:</b>	<p>The expected total fees and estimated expenses for all adoption services that will be provided in the child's country of origin.</p> <p>CCCWA Application: \$980 for registration of dossier in China.</p> <p>\$1500 Service Fee: Includes inquires and trips made to CCCWA or orphanage, translations (referral, LOI, family info sheets, PA reports, etc), wire transfers, online system fees, family online lock fee, Hague processing fees, and any other additional services to benefit the family or child.</p>	<p>Includes:</p> <p>Personnel; Administrative Overhead; Training and Education; Legal services; Communication; Other</p>	<p>Paid to Agency as follows:</p> <p><b>At Contract:</b> \$500 Monitoring and Oversight Fee</p> <p><b>Dossier submission:</b> \$980 CCCWA fee</p> <p><b>Billed with LOA:</b> \$1500 Service Fee</p>
<b>Care of the child</b>	<p>The expected total fees and estimated expenses charge to prospective adoptive parents for the care of the child prior to the adoption.</p> <p>Orphanage Donation: TBD by adoptive family.</p>	<p>Includes: Food, Clothing, Shelter, Medical care; Foster care; Orphanage care</p>	<p>If family opts to give, will be paid to Civil Affairs Office in China</p>



## Madison Adoption Associates

General Category of Fees & Expenses	Total	Breakdown	Other Info
<b>Translation and Document Expenses</b>	<p>Expected total fees and estimated expenses for obtaining any necessary documents and for any translation of documents related to the adoption</p> <p>MAA Dossier Preparation and Authentication: \$2000</p> <p>Domestic/International Couriers: \$600</p> <p>Translation of Dossier (Bridge of Love, China): \$260</p> <p>Adoption Document Processing in China: \$500-\$1100 ESTIMATE</p>	<p>Includes: Obtaining records; Translating records; Copying records; Court documents; Passport; Adoption certificate; Costs for notarization and certification</p>	<p>Paid to applicable State or Country authority.</p> <p>Notarizations, County, State authentications due at the time of service.</p> <p><b><u>Due with Contract:</u></b> \$2000 Dossier Fee</p> <p><b><u>Due with Dossier:</u></b> \$600 Couriers \$260 Translation China documentation fee paid by family in China.</p>
<b>Contributions (Hague 96.40 e)</b>	<p>Any fixed contribution amount or percentage adoptive parents are expected or required to make to child protection or welfare programs in the child's country of origin or in the US.</p> <p>Foreign Development: \$500</p>	<p>Humanitarian fund to aid Agency with projects that make a direct impact on improving the lives of children</p>	<p>Paid to Agency</p> <p><b><u>Due with Dossier:</u></b> \$500 Foreign Development fund</p>
<b>Post-Placement and Post-Adoption Reports</b>	<p>The expected total fees and estimated expenses for any post-placement or post-adoption reports that MAA or person must prepare in light of the requirements of the child's country of origin.</p> <p>Adoptive families residing in the states of DE, IL, NJ and PA should utilize the Agency to perform post adoption services. MAA- PP/PA reports: \$1500, 7 reports required.</p> <p><b><u>OTHER HS AGENCIES FEES WILL DIFFER</u></b></p> <p>Residents of other states will use same Supervised/Exempt Provider who provided HS services. Fee is paid directly to Provider.</p> <p>Families must pay a bond to Agency in the amount of \$1000 to secure compliance after placement (refunded after final 5 year report is received).</p> <p>Post Adoption Tracking fee of \$500 for tracking of reports, contacting families and agencies, translation fees, uploading and sending reports to China.</p>		<p>Paid to Agency or Provider.</p> <p>Number of Reports: 7 Number of Years: 5</p> <p>Reports due at: 6 weeks          6 months 1 year            2 years 3 years            4 years 5 years</p> <p><b><u>Billed with LOA:</u></b> \$1500 PA reports if MAA is HS agency.</p> <p>Post Adoption Bond: \$1000 Refunded in full after receipt of final report.</p> <p>Tracking Fee: \$500</p>
<b>Third Party Fees</b>	<p>If not included in any of the categories listed above, any fees and expenses for services that the prospective adoptive parent will be responsible to pay directly to a third party.</p> <p>USCIS application fee: \$775 USCIS fingerprints: \$85 per person</p> <p>Immigrant Visa for Child: \$325</p> <p>Child's Medical Exam and Vaccinations in China- \$300 ESTIMATE</p>	<p>Includes: Fees to government authorities or Central authority for processing of paperwork; Mailings; Passports; Travel Visa</p>	<p>USCIS fees due at start of adoption process</p> <p><b><u>Carried to China:</u></b> \$325 Visa fee</p> <p>Medical Exam and Vaccinations</p>
<b>Travel and Accommodation Expenses</b>	<p>Airline ticket to China: ESTIMATED at \$1500 Travel: ESTIMATED at \$2000 per person Food: ESTIMATED at \$50 per day Entry fees for tourism: if applicable</p>	<p>Includes guide, hotels, transfers, in-country travel, breakfasts</p>	<p>MAA works with a travel coordinator for in country arrangements. These fees must be wired to the coordinator prior to travel to China. Families book airline tickets to/from China on own.</p>



## Madison Adoption Associates

### PLEASE SEE CHINA SCHEDULE OF FEES FOR DETAILED TIMELINE OF DUE DATES

Some fees are a reasonable estimate; actual costs vary depending on circumstances including time, location, duration, etc. All fees are subject to change and any fees not paid to MAA are not under the control or discretion of MAA. On occasion, MAA may be able to offer monetary grants based on a child's special needs and a family's financial situation.

In accordance with Hague regulations, all adoption fees are broken down into the following categories:

- **Agency fees** include, but are not limited to, personnel costs, administrative overhead, operational costs, training and education, communications and publications costs, and any other cost related to providing adoption services in the United States.
- **Foreign country expenses** include, but are not limited to, costs for personnel, administrative overhead, training, education, legal services, communications, and any other costs related to providing adoption services in the child's Convention country.
- Fees for **Care of the Child** (in County of origin, prior to adoption) include, but are not limited to, costs for food, clothing, shelter, and medical care; foster care services; orphanage care; and any other services provided directly to the child.
- **Translation and document expenses** include, but are not limited to, costs for obtaining, translating, or copying records or documents required to complete the adoption; costs for the child's Convention court documents, passport, adoption certificate, and other documents related to the adoption; and costs for notarizations and certifications.
- **Charitable Development fee** is a fixed contribution amount that goes directly to special services related to child protection or child welfare services programs run by MAA. MAA also contributes a portion of the agency fees collected for Home Studies and for Agency Placement Fees to charitable aid. MAA provides ongoing humanitarian aid, both domestically and overseas, to help fulfill our mission to provide hope, love and a permanent family to children in need.

#### ***Read and Accepted:***

\_\_\_\_\_  
Adoptive Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adoptive Parent

\_\_\_\_\_  
Date



## Madison Adoption Associates

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### Schedule B – Complaint Policy and Procedures (Hague Regulation 96.41 a-g)

**POLICY:** Madison Adoption Associates (the “Agency”) 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, the Universal Accreditation Act, State licensing requirements, or the Hague Regulations.

Madison Adoption Associates 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 the Agency or any person acting on behalf of the agency. The reputation of the Agency is of critical importance and we strive for 100% client satisfaction. It is the policy of the Agency to encourage open communication, and to promptly and proactively try to resolve any issue where a client is dissatisfied.

Madison Adoption Associates shall provide to prospective adoptive parents the *Complaint Policy and Procedures* with the initial information package. These procedures are also listed on the Agency website. Clients of Madison Adoption Associates receive this policy in the initial marketing materials, as part of the new client paperwork (see *Rights and Responsibilities of Client and Privacy Practices*) and in the signed *Adoption Services Contract*.

**PROCEDURES:** Client agrees to provide Agency (c/o its “Associate Director”) with prompt written notice of any complaint regarding the Agency and its services. Any complaint is encouraged to be filed within 30 days of Client first becoming aware of the offending conduct. Any complaint must be emailed to the Executive Director at [Diana@MadisonAdoption.org](mailto:Diana@MadisonAdoption.org), Subject Line “Official Complaint”; or mailed in to the Delaware Office at the following address:

Madison Adoption Associates  
Society Office Complex  
1102 Society Drive  
Claymont, DE 19703  
Attention: Executive Director

Madison Adoption Associates will investigate and respond to the complaining person in writing within 30 days of receipt of such complaint. The Agency will also provide expedited review under the following circumstances:

1. If the complaining person requests expedited consideration and demonstrates that matters are time sensitive facts; or
2. If the facts involve allegations of fraud (Hague Regulation 96.41(c)).

The complaining person will receive a written reply within 7 (seven) days of receipt of an expedited complaint. To the extent that the complaining person is dissatisfied with the response to the complaint, the complaining person may request reconsideration by writing to the Board of Directors via postal mail to the Delaware office (same address as above). If the Board of Directors does not respond within 15 days, the complaining person 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 complaining person has already attempted to seek resolution through the Agency’s internal procedures prior to consideration.

Failure of the complaining person to respond shall constitute an acceptance of the response, deemed response or corrective action taken by Agency. The complaining person and the Agency may, by mutual written agreement,



## Madison Adoption Associates

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consent to an extension of time. If the matter is not resolved by the foregoing process, the complaining person and the Agency agree to mediate such unresolved matter using, as a mediator, a representative of the Office of Child Care Licensing, Delaware Youth and Family Center, of the Department of Services for Children, Youth and Their Families for the State of Delaware. The complaining person and the Agency agree that neither party shall make any statement to any third party (including, without limitation, such mediator, except to request mediation of an undisclosed matter) until the mediation conference commences. Mediation shall be non-binding, but no further legal or quasi-legal action may be taken by the complaining person until mediation is complete as stated in writing by the mediator. The costs of any mediation shall be split equally by the complaining person and the Agency.

Mandatory Binding Arbitration: In the event that mediation is unsuccessful in resolving any disputes or issues between the complaining person and the Agency, the dispute or issue shall be determined by binding arbitration in New Castle County, Delaware before a single arbitrator to be selected by JAMS (Judicial Arbitration and Mediation Services), unless the parties can mutually agree on an arbitrator from the JAMS list of neutral individuals. Either party may submit a dispute, claim or controversy arising out of or relating to this Policy or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this policy, to arbitration.

The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Under no circumstances may any dispute, claim or controversy covered by this provision be filed with or otherwise submitted to any court for adjudication except as expressly provided for herein.

Allocation of Fees and Costs: The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

Diana Bramble, Executive Director of Madison Adoption Associates, will maintain a written record of each complaint, and the steps taken to investigate and respond to the complaint. Complaint summaries will be reviewed at each Board of Directors meeting. In addition, the Agency will make the complaint record available to the organization responsible for accrediting the agency on a semi-annual basis, or upon request.

Madison Adoption Associates will provide to its Hague accrediting entity and the Secretary of State on a semi-annual basis the following: a summary of all complaints received; an assessment of any discernible patterns in complaints received against Madison Adoption Associates, along with information about the systematic changes that have been made or that are planned to be changed.

Madison Adoption Associates shall utilize the complaint data as part of an overall quality improvement program which includes reviewing complaint data, using client satisfaction surveys, or comparing Madison Adoption Associates' practices and performance against the data contained in Secretary of State's annual reports to Congress.

All decisions by Madison Adoption Associates are always made in the best interests of the child, pursuant to the mission statement of the Agency.



## Madison Adoption Associates

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### Schedule C – Current Post Placement/Post-Adoption Reporting Guidelines

Post-Adoption Obligations. Client specifically understands that it is a difficult decision for the foreign country to allow its orphaned children to leave their homeland for the purpose of adoption to another country. The foreign country deserves our gratitude and our respect. In order to keep the doors open for the next family who desires to adopt a child from the foreign country, it is critical that Client agrees to provide post-adoption reports to the officials of the foreign country. Post-adoption reports and photographs provide clear and irrefutable evidence that *adoption works!* Further, Client's failure to comply with their post-adoption obligations could jeopardize the Agency's licensing status, accreditation status, and/or Agency's ability to continue to place children from the foreign country for the benefit of other families.

In accordance with the Agency and state licensing requirements and the individual requirements of the foreign country, Client understands and agrees to comply with any and all requests by either the foreign adoption authority, state and federal government, and/or the Agency to provide required post-adoption reports, registration of adoption with the foreign Embassy/Consulate in the Client's country of residence, or perform other follow-up as requested.

Client acknowledges that post-adoption requirements vary by region and from time to time, and may change with or without notice. Agency will notify the Client regarding the post-adoption requirements of the foreign country as they exist at the time of referral. Client will use their best efforts to monitor changes in the post-adoption requirements of the foreign country and to comply with the requirements to the best of their ability.

Client agrees to provide post-adoption reports to Agency and/or to any and all state and federal licensing agencies at the intervals set forth below. The reports must be completed by a duly licensed social worker or home study agency at the expense of the Client; the final three reports may be completed by the adoptive parents. All post-adoption reports shall be submitted, notarized and authenticated/apostilled in a timely manner so that such reports are received by Agency, and by any and all state and federal licensing agencies, no later than thirty (30) days from the deadlines set forth below. With each report, Client agrees to include a minimum of eight (8) photographs of the Child with the submission of the report.

- (a) The schedule for the *minimum* number of reports required:
  - Six weeks post-adoption
  - Six months post-adoption
  - One year post-adoption
  - Two years post-adoption
  - Three years post-adoption
  - Four years post-adoption
  - Five years post-adoption
- (b) Additional reporting requirements exist for certain countries or states of residence. Agency will notify Client regarding the post-adoption requirements of the foreign country from which they adopt the child as they exist at the time of referral.

Client's failure to comply with post-adoption reporting requirements will result in immediate and irreparable harm and/or damage to Agency, and entitles Agency to an immediate ex parte injunction and/or specific performance ordering the Client's compliance with the request for documentation, with all legal fees and expenses resulting from such action to be the sole responsibility of the Client.



## Madison Adoption Associates

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### Schedule D – Disclosure of Risks in International Adoption Process

The international adoption process contains a number of inherent risks that are outside of the control of the Agency. The Agency will do everything in its power to minimize these risks. However, the Prospective Adoptive Parents must be aware of these possibilities before deciding whether international adoption is the means they wish to pursue to grow their families.

Below is a description of the types of risks that are inherent in the process. Some of these risks impact the process itself, resulting in the possibility of delays, emotional frustration, and additional expenses. Some of the risks can impact the health and well-being of your adopted child in the future.

Please take the time to review this list, discuss the risks with your family, and should you wish to pursue the process, indicate your understanding of these issues by initialing on the bottom of each page.

#### **Risks that Impact the Process**

**Length of Stay in Foreign Country.** It is anticipated that the complete length of stay for the Adoptive Parents in the foreign country will likely range anywhere from a few days to several weeks. Some programs may require two trips to adopt the child. The Agency will provide to you a best estimate of the length of stay you should expect while in the foreign country. However, the Agency can not guaranty that the estimated timetable can be met precisely. Travel time can be extended or delayed for a number of reasons such as strikes in the foreign offices, illnesses or vacations of foreign government authorities such as judges and social workers, holidays in the foreign country, requirements imposed by the courts, etc. Each case is individual and cannot be compared to others. The length of stay may vary from the estimate given by the Agency at the beginning of the process.

**Political and Social Climate Internationally.** Countries that permit international adoption programs as a means to find families for children often need to rely on this option due to volatile political and/or social conditions and lack of financial/economic resources. These same conditions may impact the international process itself, causing delays or stoppages in the adoption process. The political and social climate abroad is volatile and may change at any time in ways that negatively impact upon the adoption of children by citizens of other countries, either directly or through a change in International relations. The Agency will stay abreast of political developments and keep you advised to the best of its ability. However, the Agency cannot guaranty that foreign countries will continue to permit the adoption of children by United States citizens or citizens of other countries.

**Changes to Laws or Procedures.** Adoption laws and procedures of the foreign country, the United States or other applicable foreign or domestic law may change at any time in ways that may negatively impact the adoption of a child from abroad. The Agency cannot control whether changes in laws and procedures may in the future prevent or delay the adoption of a child from any country, or may require preparation, submission and approval of additional or modified documentation. The Agency will make every effort to stay abreast of political developments and to keep you informed of changes as they occur. However, the Agency cannot guaranty that foreign countries will not change laws or procedures during the course of your adoption case, causing you delays or additional expense, or foreclosing your adoption from completing.

**Approval of Adoptive Parent(s) by Governmental Officials.** A successful adoption of any child from abroad is ultimately dependent upon the approval by the governmental and judicial officials of that country. The approval of your adoption lies solely within the discretion of the governmental and judicial officials of the foreign country. The Agency will make diligent efforts to advise you about the government's goals for prospective parents who



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adopt children from their country, and to advocate appropriately for your candidacy. However, the Agency cannot guaranty that the foreign officials will approve you to adopt a child.

Cultural Differences in Communication. The people involved in your adoption will likely be from different languages, cultures and customs. While the Agency will make diligent efforts to minimize the risk of these issues impacting your adoption, the possibility exists for language misinterpretation, cultural or custom differences, and miscommunications.

Reemergence of Birth Families/Loss of Assignment of Child. Adoption policy generally favors children remaining in their birth families as a top priority, and often favors retaining children in their country of origin as the second best option. Each of these policies is often considered preferable to placing children in foreign countries. The risk exists that birth family members may come forward at any time during the processing of your case, and may complicate or prevent the adoption of the child whom the Adoptive Parents wish to adopt. It is also possible that during the course of time while the Adoptive Parents are preparing to adopt a child, foreign officials may determine that siblings may be required to be adopted in order for the Adoptive Parents to adopt the originally referred child. Further, adoptive families within the country of origin may also express their desire to adopt a child, even if this child has been referred to a family from abroad. In addition, a child may also be assigned to a family, and then something occurs or is learned that renders the child unadoptable, either under foreign law or U.S. immigration law. Any of these events may complicate the process, or prevent the adoption from completing. Please understand that should this situation occur, we will make every attempt to locate another referral as quickly as possible to help minimize your loss. However, these events are possibilities and adoptive families should be prepared for the possibility of an emotional loss.

War/Acts of God/Man-Made or Natural Disasters/Health Emergencies. An adoption case can be impacted by events such as war, man-made disasters (such as terrorist actions), natural disasters (such as hurricanes/tsunami, etc), or health emergencies that prevent traveling (such as SARS outbreak in China). These events are outside the control of MAA but could impact the length of time to complete an adoption, or the ability to complete it at all.

### **Risks that Impact the Adoptive Child's Health and Well-Being in the Future**

Potentially Adverse Prior Conditions/Increased Risk of Medical, Social, and Emotional Disabilities and Deficits. Countries that permit international adoption programs as a means of finding families for children often need to rely on this option due to lack of financial/economic resources. This same lack of financial resources may impact the social and medical care that prospective adoptive children have received in the past and the availability of medical background on the child and his/her birth family. For instance, many children identified for possible adoption are cared for in institutions or hospitals. These facilities are operated below the standards of care typically provided in western countries. The absence of equipment, supplies, nutritional food, toys and age-appropriate developmental stimulus and the shortage of adequate or properly trained medical personnel and child care providers in these institutions and hospitals can result in any child's being at higher risk of illness; delayed physical, psychological and mental growth; and impairment. Prospective adoptive parents should know that the international adoption process carries an inherently increased risk of medical, social, and emotional disabilities and deficits.



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Some examples of these risks include the following:

Abuse: physical, psychological, emotional, sexual	Exposure to Nuclear Contamination	Vision, Hearing, Speech Problems
Adjustment Disorders	Fetal Alcohol Syndrome or Effect	Rickets
Anemia	Hepatitis A, B & C	Salmonella
Attachment Disorders	Sensory Integration	Scabies/Lice Problems
Autism	HIV/AIDS	Tuberculosis
Chronic Infections	Infectious Diseases	Undiagnosed Genetic Problems
Complications of Premature Birth	Intestinal Parasites	Respiratory Problems
Cytomegalovirus	Failure to Thrive	Vitamin Deficiency
Developmental Delays: physical, psychological, emotional	Effects of Institutionalization and Under stimulation	Undisclosed or Undiagnosed Conditions/Disorders
Dental Problems/Tooth Decay	Learning Disabilities	Lactose Intolerance
Depression	Malnutrition	Physical Disabilities
Drug Exposure	Mental Insufficiency	Pneumonia
Eating Disorders	Permanent Disabilities	

The Agency will provide you with all information it has on the social and medical background of a child referred for adoption to your family. Further, the Agency encourages you to take that information to an international adoption medical specialist for review and consultation. However, the decision to adopt a particular child is yours, and the Agency cannot guaranty the absence of any medical or social condition.

Absence of Reliable Information about the Children. The Agency will provide the Adoptive Parents with all the information in its physical possession on the medical and developmental condition of the child they have been referred for purposes of adoption. However, the Agency cannot guaranty the accuracy of such records.

- For instance, if a child is abandoned, it may be difficult to determine his/her birth date with complete accuracy. Accordingly, a birth date may later prove to be inaccurate.

- Further, medical, social and background information provided to the Adoptive Parent(s) is often collected and furnished by independent third parties, including foreign government officials, orphanage staff and others, who provide this information according to local policy and procedure. Many tests administered in foreign countries are unreliable at best, or may not match western standards or methods. Further, the medical and/or developmental information provided may not provide a complete description of the mental, emotional, physical and/or developmental characteristics of the child. The Agency encourages Adoptive Parent(s) to seek an independent medical evaluation of the child and will provide a list of physicians familiar with and specializing in reviewing social and medical reports for international adoptions. The Agency is not able to guaranty the accuracy of child background records, and Adoptive Parents accept the risk of those records containing errors or omissions.