

International Adoption Service Contract

AGREEMENT made on _____ day of _____, 20____, by and between Wasatch International Adoptions, herein after known as WIA, a Utah non-profit 501(c)3 corporation located at 1140 36th Street #204, Ogden, Utah, 84403, USA,

AND

_____ Adoptive Mother

_____ Adoptive Father

Whose address is _____.

WHEREAS, WIA is an international adoption agency, its' primary responsibility is to find families for children, not children for families. Thus, WIA will always represent the best interest of the child; and WHEREAS, WIA 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 WIA 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 statues and rules of the country from which the adoptive parents seek to adopt.

b. The adoptive parent(s) understand they must use WIA to perform the home study service if they reside in the state of Utah unless otherwise agreed upon and approved by the Executive Director.

1. If the adoptive parent(s) do elect to use WIA for this purpose, the home study services will be governed by a separate agreement.

2. If the adoptive parent(s) do not use WIA for this purpose, WIA must do the following:

i. Pre-approve the homestudy agency and enter into an agreement with the agency, whereby WIA will be the primary provider and the homestudy provider the supervised provider.

ii. Review and approve the homestudy prior to completion. Therefore, WIA will charge a Homestudy Review fee as set forth on Schedule A and on the Schedule of Costs attached hereto. This Homestudy Review fee covers time spent working in conjunction with your homestudy agency of choice to assure the homestudy agency follows the necessary guidelines and that your homestudy is in compliance with State, Federal and Foreign Guidelines.

2. WIA Duties. WIA agrees to provide the services listed below to the adoptive parent(s). WIA'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 WIA to perform services in addition to those listed below, such needs should be raised with the Executive Director of WIA. WIA, at its sole discretion, shall determine whether to accommodate the adoptive parents' additional needs; provided, however, that any agreement by WIA to accept additional responsibility is binding and enforceable only upon express written agreement, signed by the Executive Director of WIA.

- a. WIA 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.
- b. If WIA is not performing the home study services, WIA agrees to work cooperatively with the home study agency that the adoptive parent(s) select.
- c. Upon providing the adoptive parent(s) with the referral of a child from a foreign country, and the adoptive parent(s) acceptance thereof, hereinafter referred to as the child(ren), WIA 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. WIA's foreign representatives shall provide adoption services and assistance to the adoptive parent(s) while in the foreign country
- d. WIA shall provide the adoptive parent(s) with all information on the child(ren) in its physical possession, subject to the limitations contained in the Disclose of Risks section included below.
- e. WIA or WIA's foreign representatives 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 parent(s).
- f. To the extent that the adoptive parent(s) are citizens of the United States, WIA's foreign representatives 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.
- g. To the extent necessary, WIA will provide or arrange for translation services for all documents.
- h. 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, WIA will work with the adoptive parents to determine if another adoption 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 WIA, the adoptive parent(s) understand 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.
- i. WIA will communicate on behalf of the 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 WIA 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:

a. The adoptive parent(s) shall complete a minimum of 10 hours of parent preparation education and counseling. Upon the successful completion of such counseling or study, WIA will issue an Adoptive Parent Certificate of Parent Preparation, to be signed by both a social worker and a WIA representative. 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) hereby agree to participate in and complete such a parenting preparation program.

b. The adoptive parent(s) agree to act in a manner that would not be construed as discourteous, immoral or insulting towards the U.S. or Foreign authorities or WIA 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 WIA. In the sole professional discretion of WIA to serve the best interest of the prospective adoptive child, at any time during the processing of the adoption case, WIA may require additional adoptive parent(s) counseling, testing, education and approval(s) prior to the placement of a child with the adoptive parent(s).

c. The adoptive parent(s) understand and agree that all contacts with Foreign Adoption Authorities, in-country coordinators, facilitators, attorneys, and orphanages must be made through WIA. To protect the integrity and safety of your adoption process working with 3rd party entities is strictly prohibited. Any unauthorized contact with the above listed entities from the adoptive family or 3rd party entities is grounds for termination of this Agreement.

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 WIA requests documentation, information and/or materials from the adoptive parent(s) for purposes of adoption, post placement, or post adoption, the adoptive parent(s) shall use their best efforts to submit to WIA 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 WIA 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 WIA, the adoptive parent(s) shall obtain all materials and complete their dossier for submission to the foreign country.

g. 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.

h. If required by the country that is placing the child(ren), the adoptive parent(s) agree to register the child(ren) with the appropriate officials prior to the family's departure from that country, or if approved by WIA, 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 parents agree to submit to WIA evidence and documentation of this registration within 30 days of their return to the adoptive parent(s) country.

i. Upon return to the adoptive parent(s) country, the adoptive parents 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 rights to inheritance. Adoptive parent(s) shall provide properly authenticated copies of all foreign adoption decrees and re-adoption decrees to WIA 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).

j. Adoptive parent(s) hereby agree to provide copies of all foreign finalization documents to WIA within 15 days of their return home.

k. Adoptive parent(s) agree to advise WIA 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 parents(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 against one or both of the adoptive parent(s), and (ix) marital discord, including, without limitation, divorce or separation of the adoptive parent(s), (x) and any concurrent or pending adoptions both internationally and domestically.

l. The adoptive parents grant to WIA permission to disclose to third parties such information as WIA 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(ren) 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 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 C hereto. The adoptive parents specifically understand that WIA cannot guarantee the health of a child, that they understand that WIA cannot guarantee the accuracy of medical information provided about a child, and

that they understand that any child who has resided 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 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 understand the risks described on Schedule C, including the fact that a case may take longer to process in a foreign court system than 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 parents 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. 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), WIA 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, WIA can not guarantee that an adoption will be completed at that time, and the adoptive parent(s) 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 said country.

d. If the adoptive parent(s) unreasonably withhold their acceptance of the child(ren) WIA shall have 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 WIA, including, without limitation, the risks described on Schedule C hereto. The risks described on Schedule C are a non-exhaustive representation of the types of risks that may arise in the process.

b. The risks described on Schedule C 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(ren) in the future.

c. The adoptive parent(s) hereby expressly acknowledge that they have reviewed thoroughly Schedule C 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 WIA (herein, the types of risks that are outside the control of WIA shall be outlined, but are not limited to, the information contained in the Medical Risks of Internationally Adopted Children, and Child Acceptance and Acknowledgement of Medical Risks contracts contained in this contract packet.

d. The adoptive parent(s) understand that international adoption risks exist in the process and WIA cannot assure the adoptive parents 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 adopted child(ren), the adoptive parents assume the risk and the consequences of that outcome. The adoptive parents agree to hold WIA 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 WIA 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 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 condition, matters, or causes beyond the control of WIA, and (h) any or all of the risks set forth on Schedule C 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. To 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.

6. Adoptive Parent(s) duties 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/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/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/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.

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 WIA 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 requests.

iv. The adoptive parent(s) acknowledge that post placement/adoption requirements may vary from country to country, and may change over time with or without notice. WIA hereby notifies the adoptive parent(s) that the post placement/adoption requirements of its programs as they exist at this time are set forth on Schedule B hereto. The adoptive parent(s) hereby agree to comply with the post placement/adoption obligations as they exist at this time, and as they may change over time.

(a) WIA will notify adoptive parent(s) about the post placement requirements that exist at the time of placement of the child with the adoptive parents, and will use its best efforts to notify adoptive parent(s) of changes as they occur in the future.

(b) Adoptive parent(s) will use their best efforts to monitor changes in the post placement/adoption 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/adoption reports, the adoptive parent(s) hereby agree to provide post placement/adoption reports to WIA and/or to any and all state and federal licensing agencies that WIA directs at the intervals set forth on Schedule B hereto, and in the format required by the foreign country, as set forth on Schedule B hereto.

vi. The adoptive parent(s) failure to comply with post placement requirements as outlined in the contract will result in immediate and irreparable harm and/or damage to WIA, and entitles WIA 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 period, the adoptive parent(s) agree to notify WIA as soon as possible. The adoptive parent(s) also agree to cooperate with and accept the assistance of WIA in managing the crisis. WIA will evaluate the crisis and

provide, recommend or require additional counseling as necessary in order to resolve the crisis. To the extent that family counseling, to handle the crisis, does not succeed, and dissolution is necessary, the adoptive parents agree to contact WIA to let them know of the decision to dissolve the adoption. The adoptive parent(s) specifically agree to cooperate with WIA and keep them informed during this dissolution process. The adoptive parent(s) further agree to allow WIA to assist with the re-placement process and specifically agree that WIA has standing to participate in any proceedings related to the re-placement of the child(ren).

7. Travel

a. Subject to 7(b) below, if requested by the adoptive parent(s), WIA shall coordinate all travel, lodging, and in-country transportation arrangements for the adoptive parent(s). In the event that the adoptive parent(s) choose to arrange their own flight or hotel accommodations when traveling, they agree to provide prior notice of the chosen hotel(s) and to obtain the approval of WIA. If the adoptive parent(s) choose to utilize the services of an outside travel agency other than those recommended by WIA, the adoptive parent(s) understand that all arrangements and changes to travel are the sole responsibility of the adoptive parent(s) and WIA will not be responsible for any rescheduling due to changes, errors, or omissions.

b. Payments – Irrespective of whether WIA 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 but 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 unless otherwise instructed. To the extent that WIA has provided the adoptive parent(s) with an estimate of the travel expenses on the Schedule and Confirmation of Costs attached hereto, or in any other statement, invoice, or correspondence, this estimate is intended to be a guideline only for the convenience of the adoptive parent(s). The cost of airline tickets or other travel arrangements could change at any time, and WIA 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 WIA harmless and blameless 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. WIA 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.

ii. The adoptive parent(s) agree to hold WIA harmless for the cost of all travel expenses incurred for any reason whatsoever. WIA hereby disclaims liability to the adoptive parent(s) for any and all travel.

8. WIA Cooperative Agreements. WIA 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/finalization of the adoption of the child(ren) the adoptive parent(s) are solely

responsible for the care and treatment of the child(ren), and under no condition can the child be returned to the foreign country. The adoptive parent(s) acknowledge that not every impairment or condition is or can be identifiable or observable at the time the child(ren) are identified for adoption. The adoptive parent(s) have reviewed the Disclosure of Risks set forth on Schedule C hereto and are aware of the risks inherent in the international adoption process. The information that WIA or those other organizations with whom WIA works have provided and adoptive parent(s) agree to, accept and assume the risk that there may be undiagnosed impairments, conditions or issues. The adoptive parents represent and warrant that they are of sound mental and physical health, and 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 WIA has no responsibility financial or otherwise toward the adoptive parents(s) or child(ren) in the event of any disability, impairment, condition, issue, and/or illness and agree to hold WIA harmless and blameless 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 parent(s), and under no circumstances shall the child be returned to the foreign country.

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 for the future of any such terms or provisions, 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. Acknowledgement of Financial Risk/Best Efforts. The Parent(s) understand and acknowledge the possibility that the foreign country may not allow them to adopt a child or the particular type of child that they have requested. The Parent(s) acknowledge that there are significant risks inherent in the adoption process, and the Parent(s) could incur a financial loss. WIA does not guarantee the cooperation of any officials or office, either in the foreign country or the U.S., whose approval is necessary for this adoption to be completed. However, all parties agree to use their best efforts to perform their respective obligations under this Agreement. In the unlikely event that the child whom the Parent(s) planned to adopt suddenly becomes unavailable when the Parent(s) arrive in the foreign country, WIA will make its best efforts to find another suitable child for the Parent(s), if possible, and will continue to provide all remaining services under this Agreement.

13. 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 Utah and the laws of the United States of America, without respect to its or their conflicts of law principles regardless of the jurisdiction in which any action is initiated. All actions or proceedings with respect to any dispute arising under the terms of this Agreement shall be litigated, at the discretion and election of WIA, only in courts whose site is within Ogden, Utah, and in the Second District Court of Weber County, State of Utah, U.S.A. and the undersigned hereby submit to the jurisdiction of the Second District Court of Weber County, State of Utah, U.S.A. In addition, the parties agree to accept court service of process by registered or certified mail sent to the addresses provided above or to any permanent address that is current at the time the process is written. Such service will constitute personal service of such process. The Parent(s) waive any right to transfer or change the venue of any litigation brought against him/her/them by WIA or any of its agents related to this adoption. It is the intent of WIA to establish procedures to accomplish the informal and inexpensive resolution of a claim, demand, cause of action, or dispute asserted by any party to this Agreement arising out of or relating to (1) this Agreement or any modification, amendment, or supplement thereof, or (2) the relationship and/or agreement between the parties or among any of the parties and any third party relating to the adoption process. The parties hereto agree that this Agreement will be construed in accordance with the laws of the State of Utah.

14. Attorneys Fees. In the event of a default by either party to this Agreement in any of its provisions, the non-defaulting party will be awarded any attorneys fees and costs it incurred in the course of its enforcement. The Parent(s) specifically agree(s) to pay all reasonable attorneys' fees and court costs in the event legal action is taken by WIA or its agents to collect sums owed to them associated with this adoption. Adoptive parent(s) further agree to pay an additional amount representing fifty percent (50%) of the balance due if the matter is referred to a collection agency or attorney for collection. This additional amount is in recognition of the additional costs to WIA associated with that collection action.

15. Termination. WIA retains the right to terminate this Agreement effective immediately upon written notice if it learns that any of the information the adoptive parent(s) provided to WIA 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. WIA 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(ren); (v) psychiatric sickness of the adoptive parent(s), or other mental, physical or emotional instability without proof of rehabilitation; (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). Contact with Foreign Adoption Authorities, in-country coordinators, facilitators, attorneys, and orphanages must be made through WIA. Any unauthorized contact with any of these entities from the adoptive parents is grounds for termination of this Agreement. To the extent WIA has reason to believe that the representation of the adoptive parent(s) does not serve the best interest of a child(ren), WIA retains the right to terminate this Agreement on its sole discretion.

16. Limitation of Liability. The adoptive parent(s) agree that in the event of a claim or cause of action not precluded by this Agreement or the Attachments thereto is made, under no circumstances shall the liability of WIA exceed the total of payments made to WIA from the adoptive parent(s).

17. 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.

18. 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.

19. Independent Covenants. Each of the respective rights and obligations of the parties hereunder shall be deemed independent and may be enforced independently, irrespective of any of the other rights and obligations set forth herein.

20. 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.

21. Entire Understanding. This Agreement, together with all Attachments within the contract packet, 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 in to this Agreement in reliance upon any provision or understanding not expressly contained herein.

22. Independent Legal Advice. WIA 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.

Adoptive Parent

Date

Adoptive Parent

Date

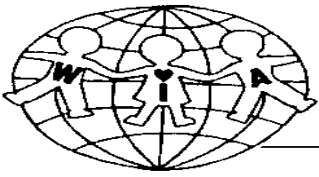
State of _____ }
 } §

County of _____ }

Subscribed and sworn to before me on this _____ day of _____, 20__.

By _____

Notary Public



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 Schedule B – Fees and Expenses, attached hereto.
- 2. Country Change Fee.** In the event that the adoptive family's chosen country enters in to a suspension or closure to adoption, there is no charge to the adoptive parent(s) to change to another country adoption program. Should the adoptive family *voluntarily* decide at any time during the adoption process to change to a different WIA adoption program/country, there will be a \$200 change fee applicable, due at the time of program conversion.
- 3. Refund Policy.** Adoptive parent(s) may decide to discontinue the adoption at any time during the process, but once fees have been paid to begin the next step of the process, they are not refundable except as otherwise outlined in the Refund Policy. Adoptive parent(s) are cautioned to consider carefully their decision to continue with the process when paying fees for each step of the adoption process.
- 4. Adoption Related Expenses.** WIA will provide an estimate of the all adoption related expenses. This estimate is intended to be a guideline only for the convenience of the adoptive parent(s). The costs of many of these expenses are in the control of third parties over whom WIA has no control, and, therefore, the costs could change at any time. To the extent that WIA does provide an estimated range for travel or other expenses, WIA 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 WIA harmless in the even that the adoption related expenses exceed the estimate of expenses provided herein.
- 5. Foreign Fees.** With respect to fees that are payable to WIA for Foreign Fees, WIA 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, WIA will incur or pay no additional expenses or fees on behalf of the adoptive parent(s) only under the conditions set forth below:
 - a. WIA will disclose the fees and expenses in writing to the adoptive parent(s).
 - b. To the extent such additional fees exceed \$1,000, WIA will not incur such additional fees without the adoptive parent(s) express permission. WIA will obtain the specific consent of the adoptive parent(s) prior to making such expenditure without advance permission.
 - c. WIA will provide written receipts to the adoptive parent(s) for fees and expenses paid directly by WIA or person in the foreign country and will retain copies of such receipts.

Accepted:

Adoptive Parent

Date

Adoptive Parent

Date

State of _____ §
County of _____

Subscribed and sworn to before me this _____ day of _____, 20____.

By _____

Notary Public

SAMPLE



Schedule B Fees and Expenses – Tonga

Agency Fees

1. Application Fee. All adoptive families must submit an application to WIA in order to adopt a child. The Application Fee is **\$1,000** and is paid upon submission of the application. Please think carefully before making the decision to submit the application and the fee. *Once the application and the fee have been received, this fee is not refundable.* The application fee is used to pay staff to review the application as well as the administrative costs associated with processing the application.

2. Home Study

Utah Families. Adoptive families residing in the state of Utah are required to utilize WIA to complete a home study. The fee associated with a home study is **\$1,500 plus mileage not to exceed a total of \$50.00**. In addition, if the adoptive parent(s) have not lived in Utah for at least 5 years, they will be required to pay a fee to the State of Utah to complete a Utah state criminal background and child abuse clearance. Fees for this service are paid directly to the State of Utah and the amount charged for this service is \$24.00 per person. Payment for the home study is due and payable before the process can begin. This fee is used to pay the social worker to conduct the home study. *Once this fee has been paid and the home study process has begun, this fee is non-refundable.*

Non-Utah Families: Adoptive families residing outside of the state of Utah can obtain a home study from an agency in their state of residence. As an adoptive family living in the State of _____, we have chosen _____ as our homestudy agency. WIA must review and approve all homestudies completed by an out of state agency. The fee to review and approve a homestudy done by an out of state agency is **\$250**. This fee is due at the time the homestudy is submitted to WIA for review. *Once this fee has been paid and the homestudy submitted for review it is non-refundable.*

3. Program Fee. There is a specific fee associated with each country adoption program and the Program Fee for an adoption from Tonga is **\$7,000**. Adoptive parent(s) agree to pay this fee when submitting the signed contracts to begin the adoption process. This fee is used to pay for printing costs and administrative and overhead costs needed to maintain this adoption program. Please carefully consider your decision to go forward with the adoption process before sending the signed contracts and the associated fee to WIA. *Once this fee has been sent to WIA and the process begins, the fee is non-refundable.*

4. Maintenance and Oversight Fee: The Federal accrediting agency, IAAME, requires that all adoptive parents pay a **\$850 per child adopted** maintenance and oversight fee. This fee is due with the signed contracts. If you decide to adopt more than one child after initial application, you will be billed at the time you accept each additional referral. *This fee is not an agency fee but is due with the signed contracts. Once paid, WIA will forward this fee directly to IAAME. This fee is non-refundable, even if the adoptive parents do not go forward to complete their adoption process.*

5. Child Care Fees: This fee is not applicable to this program.

6. Contributions: This fee is not applicable to this program.

7. Translations: This fee is not applicable to this program.

8. Agency Placement Fee. There is a **\$3,500** agency placement fee due when the I-600a has been approved and before the I-600 can be submitted. *There is an additional \$1,500 fee for each additional child adopted.* Adoptive parents agree to pay this fee when the I-600a approval is received

and before the I-600 is submitted. This fee is used to maintain and cover fees for WIA's administrative and overhead costs. *If for some reason the I-600 is not approved and the child is denied a U.S. visa, this fee is refundable.*

9. Post Adoption Monitoring Fees. \$800 - Adoptive parent(s) agree to complete and provide two post adoption parent reports to WIA – one report to be sent 6 months after the child comes home and the last report to be sent at 12 months after the child is home. WIA's Post Adoption Specialist will work directly with you as the adopting parents to help you stay on schedule and will also help you complete these post adoption reports . Both completed reports should be mailed directly to WIA. *Please remember that once the placement fee is paid, the money is not refundable.* Please check the box below which is applicable to you:

10. Foreign Adoption Paperwork and Documentation –Adoptive Parents may work directly with Tonga Crown Law and the Tongan Supreme Court to finalize the adoption. No attorney is required to complete an adoption in Tonga and your WIA Adoption Coordinator can assist you throughout the adoption process. Parents agree to provide copies of all paperwork and documents associated with the adoption of the child/ren from Tonga to WIA once they are available. The documents can be copies of the original certified documents and can be mailed directly to the agency or scanned and emailed to the agency.

Foreign Fees

1. Tonga government Fees: The Tongan government and administrative fees will not exceed more than \$150 per child being adopted.

2. Attorney Fees: Adoptions in Tonga do *not* require the services of an attorney or representative, although some families prefer to retain an attorney to help them with the actual adoption in the Tongan courts. If an attorney or a representative is used, the U.S. Department of State website lists attorney fees between \$300 and \$400 per child. WIA's experience is that these fees can actually range anywhere from \$1,500 to \$4,000, depending on the attorney used for this service. There is a list of available attorneys on the US Embassy website by going to [Legal-Assistance-in-Tonga.pdf \(usembassy.gov\)](#). If adoptive parents decide to use the services of an attorney when in Tonga, these attorney fees are the sole responsibility of the family and will be paid directly to the attorney or representative in Tonga chosen by the adopting family. No fees for the adoption process in Tonga are billed to or paid by WIA. Please check one of the following 2 boxes:

- I/We have chosen to represent ourselves in court and are not using an attorney or representative to assist us.
- I/We are working with an attorney/representative in Tonga. The name of the attorney or representative of record assisting us as the prospective adoptive parents is _____ . The fees paid to this attorney/representative for his/her work on this adoption will be approximately \$_____ U.S dollars and will be paid directly to this attorney/representative by us as the adopting parent(s). The attorney/representative will not provide any adoption services but will only represent us in court.

Miscellaneous Fees

There are other fees associated with the adoption of a child from a foreign country. Some of these are fixed expenses, but some are only estimates. Following is a list of both fixed and estimated costs adoptive families may incur when adopting a child from the DRC:

- **United States Citizenship and Immigration Service Fees** - to file the Form I-600A - **\$775**. This fee is paid at the beginning of the adoption process and is paid directly to USCIS. *Once paid, USCIS does not refund this fee for any reason.*

- **Fingerprint Fees - \$85** for each adult living in the adoptive parent(s) home. This fee is paid at the beginning of the process and is paid directly to USCIS. *Once paid, USCIS does not refund this fee for any reason.*
- **Cost of documents needed for the adoption of a child in Tonga** – The cost of the documents needed by the court to adopt a child range from **\$100 to \$300**. This does not include the cost of obtaining the homestudy required by WIA, USCIS and the Tongan court.
- **Child's US Visa - \$325** paid directly to the U.S. Consulate in the foreign country
- **Child's Tongan Passport – \$86.25** paid directly to the Tongan passport office
- **Medical Fees** – Adoptive Parent(s) will be responsible for any medical costs incurred by the child they are adopting during the adoption process. This includes, but are not limited to, the cost of any hospitalization or medication the child requires.
- **Medical Exam required by U.S. Consulate** –the cost for the required medical exam varies from country to country and the cost of obtaining the medical exam from an approved physician ranges from **\$100 to \$250**. Adopting family will be responsible to pay for the medical exam required by USCIS.

Travel Fees

Travel fees are solely the responsibility of the Adoptive Parent(s). The following is the list of miscellaneous fees relating to travel. These fees are paid directly to the persons performing the service. The adoptive parents are solely responsible for any fees relating to travel. These miscellaneous fees might include but are not limited to:

- Entrance Visa to the foreign country – a visa is not required for U.S. citizens to enter Tonga if the stay in the country is less than 30 days. If the stay in Tonga lasts over 30 days, the cost of obtaining a visa to stay in Tonga for 6 months is **\$133**.
- Round Trip Airfare to Tonga – Approximately **\$2,500** for one person
- Accommodations and food while in Tonga and in Fiji can range from **\$150 to \$200** a day for 2 people.
- Adopted child's Tongan Passport - **\$115.00**
- Exit fees or protocol fees at the airport in the foreign country. There are no exit or protocol fees when leaving Tonga.
- Airfare to Suva, Fiji - **\$350 to \$400** per person one way
- Accommodations and food in Tonga and Suva, Fiji – Approximately **\$200** per day for 2 people.
- Vaccinations required by USCS in order to bring your child into the U.S. This cost will vary depending on the availability of vaccines.

Adoptive parent(s) acknowledge and understand that by signing Schedule B – Fees and Expenses – they agree to pay the fees as outlined. Adoptive parent(s) further acknowledge that even though the fees charged by WIA are fixed and will not change, other entities such as USCIS, foreign costs for the legal process in Tonga, the airline carriers, courier services and costs for authentication of documents may change at any time and without prior notice. The adoptive parents also acknowledge and understand that WIA cannot predict the exact cost of courier fees, airline fees, hotel costs, food costs while in Tonga. Adoptive parent(s) agree to hold WIA blameless if the fees listed above are greater than the estimate outlined in this Fee Schedule. By signing Schedule B – Fee and Expenses – parent(s) acknowledge and agree that they understand all the fees and expenses outlined in this contract, and agree to pay WIA the fees contained herein that are required by WIA, and all expenses incurred in Tonga associated with an adoption from this country.

Adoptive Parent

Date

Adoptive Parent

Date

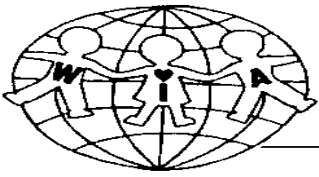
State of _____
County of _____ §

Subscribed and sworn to before me on this _____ day of _____, 20_____.

By _____

Notary Public

SAMPLE



Schedule C

Risks in International Adoption

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

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

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

Risks that Impact the Process

1. Length of stay in the foreign country. It is anticipated that the complete length of stay for the adoptive parent(s) in the foreign country will likely range from a few days to several weeks. Some programs may require two trips to adopt the child. WIA will provide to you a best estimate of the length of stay you should expect while in the foreign country. However, WIA cannot guarantee 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 a judge and/or 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 WIA at the beginning of the process.
2. 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 adoption 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. WIA will stay abreast of political developments and keep you advised to the best of its ability. However, WIA cannot guarantee that foreign countries will continue to permit the adoption of children by United States citizens or citizens of other countries.
3. 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. WIA cannot control whether changes in laws and procedures may in the future prevent or delay the adoption of a child from any foreign country, or may require preparation, submission and approval of additional or modified documentation. WIA will make every effort to stay abreast of political

developments and to keep you informed of changes as they occur. However, WIA cannot guarantee 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.

4. 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. WIA will make diligent efforts to advise you about the government's goals for prospective adoptive parents who adopt children from their country, and to advocate appropriately for your candidacy. However, WIA cannot guarantee that the foreign officials will approve you to adopt a child.

5. Cultural Differences in Communication. The people involved in your adoption will likely have different languages, cultures, and customs. While WIA 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 miscommunication.

6. Reemergence of Birth Families/Loss of Assigned 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 risks exist that birth family members may come forward at any time during the process of your case, and may complicate or prevent the adoption of the child whom the adoptive parent(s) 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 parent(s) 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 a situation occurs or is learned that renders the child inadaptable, either under foreign law or U.S. immigration law. Any of these events may complicate the process, or prevent the adoption from being completed. Please understand that should this situation occur, WIA 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.

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

8. Absence of Reliable Information about the Children. WIA will provide the adoptive parent(s) with all the information in our physical possession regarding the medical and developmental condition of the child referred for the purpose of adoption. However, WIA cannot guarantee the accuracy of such records. Examples are:

a. 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 incorrect.

b. Further medical, social and background information provided to the adoptive parent(s) is often furnished and collected by independent and third parties, including foreign government officials, orphanage staff and mothers, 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 development information provided may not provide a complete description of the mental, emotional, physical and/or developmental characteristics of the child. WIA encourages adoptive parent(s) to seek an independent medical evaluation of the child and will provide a list of physician's familiar with and specializing in reviewing social and medical reports for international adoptions. WIA is not able to guarantee the accuracy of child background records, and adoptive parents understand and accept the risk of those records containing errors or omissions.

Risks that May Impact the Adoptive Child's Health and Well Being in the Future

Potential 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. Some examples of these risks include the following:

- *Abuse, physical, psychological, emotional and sexual
- *Adjustment disorders
- *Salmonella
- *Scabies/Lice
- *Hepatitis A, B, or C
- *Autism
- *Tuberculosis
- *Chronic infections
- *Undiagnosed Genetic problems
- *Complications of prematurity
- *Delayed psychological development
- *Vision and hearing problems
- *Exposure to Nuclear contamination
- *Fetal Alcohol Syndrome
- *Respiratory Problems
- *Anemia
- *Attachment Disorders
- *Sensory Integration Problems
- *HIV/AIDS
- *Infectious Diseases
- *Intestinal parasites
- *Delayed physical development
- *Delayed emotional development
- *Lactose Intolerance
- *Dental problems and tooth decay

- *Learning Disabilities
- *Malnutrition
- *Eating disorders
- *Effects of institutionalization and Under-stimulation

- *Depression
- *Drug Exposure
- *Mental insufficiency
- *Permanent disabilities
- *Vitamin deficiencies

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

By signing this Schedule C, Disclosure of Risks in the International Adoption Process, adoptive parent(s) acknowledge that they understand these risks as outlined and desire to proceed with an international adoption of a child from a foreign country.

Adoptive Parent

Date

Adoptive Parent

Date

State of _____

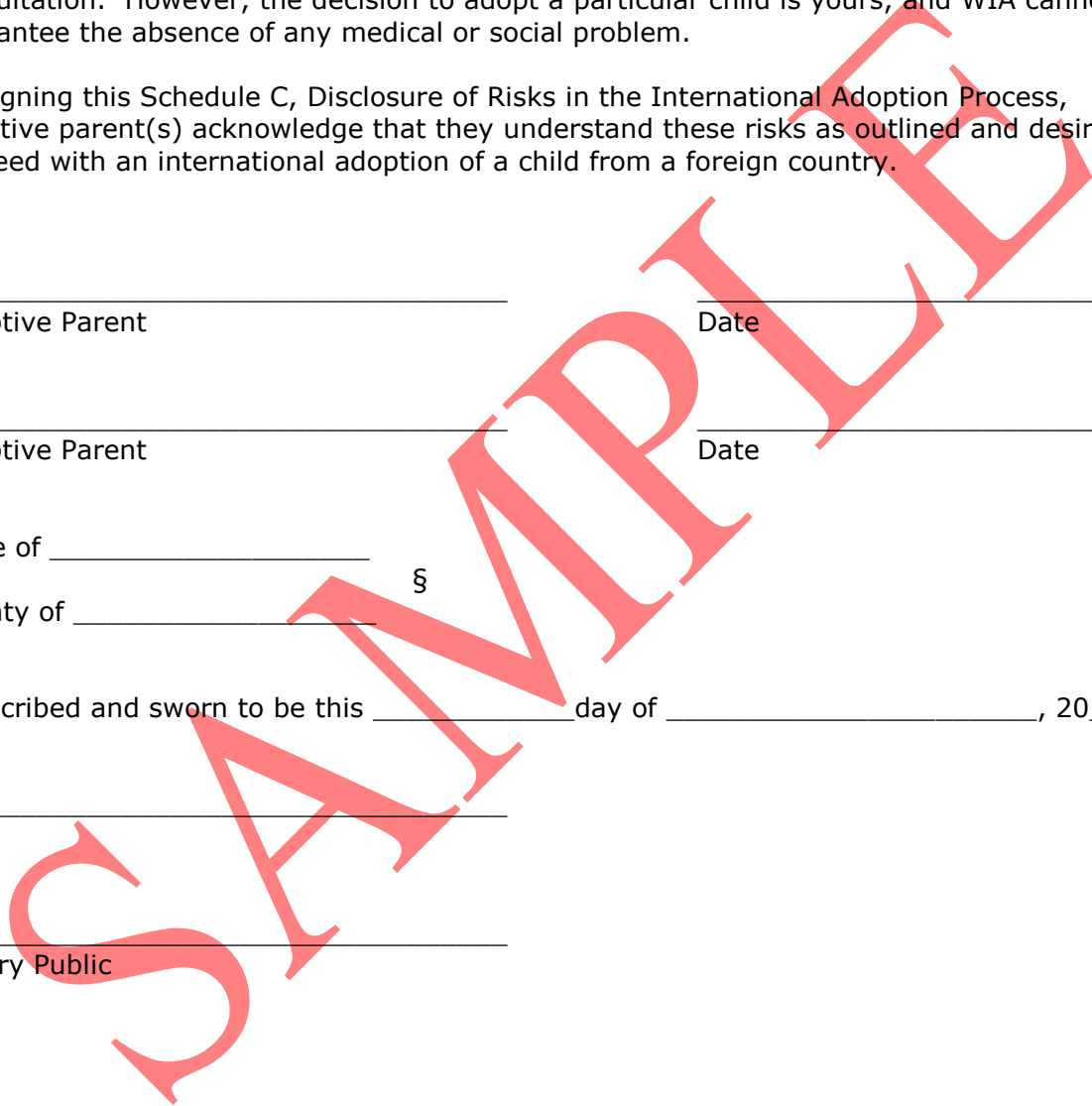
County of _____

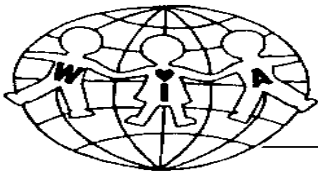
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Subscribed and sworn to be this _____ day of _____, 20____.

By _____

Notary Public





Schedule D Refund Policy

The adoption process is completed by following a logical step by step procedure. Fees for services provided in each phase of the adoption are billed when adoptive parent(s) reach that specific stage of the adoption process. Adoptive parents are encouraged to carefully consider their commitment to the adoption before going forward with each phase of the adoption process. When adoptive parent(s) are billed for services to be performed, and the payment for the service is received, it is implied that the adoptive parents have made the commitment to proceed with the adoption and at that point work on their behalf by WIA begins. When fees for any phase of the adoption process are paid, those fees are not refundable except for circumstances outlined below. This refund policy is strictly adhered to at all times. Following is a list of each of the phases of the adoption process and the refund policy associated with these specific fees.

1. Application Fee. When the application is submitted to WIA and the fee associated with the submission of the application is received, **this fee is non-refundable.** No application will be processed without payment of the application fee. The fees paid for application submission cover the cost of processing the application, staff review of the application and printing and mailing costs associated with the acceptance of the application and the materials sent to move to the next phase of the adoption process.

2. Program Fee. When the application has been approved and contracts signed for a specific adoption program, adoptive parents are cautioned to consider carefully their decision to go forward with the adoption before sending in the program fee. Once the program fee is received it is an implied commitment from the adoptive parents that they desire to go forward to the next phase of the adoption. **When this fee and the signed contracts are received by WIA, this fee is non-refundable.** The fees paid to enter a specific adoption program cover the cost of instruction manuals and any printed materials, parent education regarding international adoption, staff assistance throughout the adoption process and overhead and administrative costs.

3. Home Study Fee. When a home study application and fee is submitted to WIA, it is an implied commitment from the adoptive parents that they desire this service be performed. **Once the home study process begins and a home visit is made, this fee is non-refundable.** If the adoptive parents contact WIA before the social worker makes the first home visit, there is a \$200 charge to the adoptive parents for processing work done on their behalf. The remaining fees paid for the home study will be refunded within 30 days of the request for the refund. The fees paid for home study service pay the salary of the social worker completing the home study and the administrative work done by office staff to open and maintain a file for the adoptive parent information and agency overhead.

4. Home Study Review Fee. An agency review of any non-Utah home study submitted to WIA is required. When the completed home study and the home study review fee have been submitted to WIA, it is an implied commitment that the adoptive parents want to continue with the adoption process. The Home Study Review process begins the day the home study is received and the review is completed within 5 working days of receipt of the study. The fees charged for a home study review pay the salary of the social worker completing the review. **Once the home study is received and the process begins, this fee is non-refundable.** In the case that WIA is contacted before the home study and fee

is received by WIA, and the adoptive parent(s) ask to have this returned to them without the review being performed, the adoptive parents will receive a refund within 30 days of their request for a refund.

5. Dossier Submission Fee. When a completed dossier and the fee associated with the dossier submission is sent to WIA, it is an implied commitment from the adoptive parents that they intend to continue with the process. **Once the dossier and the associated fee are mailed to the foreign country, this fee is non-refundable.**

6. Document Handling Fee. When the adoptive parents submit the completed dossier and the associated fee, it is an implied commitment from the adoptive parents that they intend to continue with the adoption process. **Once this fee is paid, this fee is non-refundable. The only exception to this policy is if WIA is contacted by the adoptive parent(s) before WIA receives the completed dossier and the associated fee and the adoptive parents ask to have the dossier and the fee returned. If adoptive parents make this request both the fee and their dossier will be returned to them within 30 days of their request.**

7. Foreign Fee. When the dossier is submitted to the foreign country, there is a specific fee that is associated with the adoption in order for the adoption to be completed. When the adoptive parents send the foreign fee and their completed dossier to WIA, it is an implied commitment from the adoptive parents that they intend to continue with the adoption process. **Once the completed dossier and fee has been mailed to the country the process begins and funds are immediately disbursed. Once this money is disbursed, however, partial refunds are available to adoptive parents depending on how close to completion of the adoption they are. If the adoptive parents contact WIA before the dossier has been sent and before funds have been wired to the foreign country ask to have the dossier returned, the completed dossier and the money will be returned to the adoptive parent(s) within 30 days of their request. This policy and procedure applies to all payments of all foreign fees during all phases of the foreign process. Refunds for foreign fees are at the discretion of the Orphanage Director.**

8. Placement Fee. When this fee is paid and the adoptive family accepts a referral for a child, WIA has fulfilled the commitment to the adoptive parents to find a suitable child to adopt. The placement fee is for the work done by WIA on behalf of the adoptive parents to obtain this child referral. **When the referral acceptance form has been signed and the fee has been paid, this part of the adoption services provided by WIA has been completed and this fee is non-refundable.**

Rarely, but from time to time, a referral may be withdrawn by the foreign country for a variety of reasons. These reasons may include, but are not limited to such things as illness of the child, the untimely death of the child, or the return of birth parents. Also, the adoptive parent(s) may accept the referral of a child and later find the child has medical problems that make it necessary to request a new referral. If this unforeseen event happens, WIA will do all possible to obtain a new referral of a suitable child for the adoptive parent(s) and the placement fee will be transferred to the new child referral.

9. Post Adoption Fees. Each placing country requires post adoption reports from the adoptive parents and adoptive parent(s) sign a contract agreeing to provide these reports as required by the placing country. When this fee is paid by the adoptive parents at the time they sign the child referral acceptance form, it is an implied commitment from the adoptive parents that they intend to continue the adoption process. This fee is used to

track and schedule the post adoption visits, to translate the post placement reports, and to mail them to the placing country. In the case of Utah adoptive clients, this fee also covers the cost of the social worker visit to the home and the completed post adoption report. The fees paid to WIA do not cover any visits by social workers for clients living outside of the state of Utah. These families agree to pay, the agency performing the post adoption report, any fees associated with the social worker visits. **This fee is only refundable if the adoption is not completed by the adoptive parent(s).**

10. Refund of Fees paid to Foreign Supervised Providers: Funds can be refunded for services that are not provided. WIA bills adoptive parents for all foreign fees which are due at various times during the adoption process, and this money is forwarded to the Foreign Supervised Provider to pay for the costs of adoption services as required by the foreign country. The Foreign Supervised Provider will provide an itemized statement for all fees and expenses paid. When services are not provided for the fees paid by the adoptive parents, WIA will refund any fees not expended on behalf of the adoption of the child in the foreign country and will refund these fees within 30 days of the completion of the request for a refund.

11. Refund of Agency Fees: Fees paid for services that are not provided can be refunded. When services are not provided on behalf of the adoptive parents once fees have been paid, a refund must be requested by the adoptive parents. This refund must be submitted in writing to the Executive Director by the adoptive parents. When the refund request has been approved, WIA will refund these fees within 30 days of the request for the refund

Adoptive Parent Date

Adoptive Parent Date

State of _____ §
County of _____

Subscribed and sworn to be this _____ day of _____, 20____.

By _____

Notary Public



Schedule E Grievance Policy

Wasatch International Adoptions (WIA) permits any birth parent, prospective adoptive parent, adoptive parent, or adoptee, to lodge a complaint or an appeal about any services or activities of WIA that such person believes are inconsistent with the Hague Convention, Intercountry Adoption Act of 2000, or the Hague Regulations.

WIA will take no action to discourage a complaint or to retaliate against any person making a complaint, requesting a grievance, questioning the conduct of, or expressing an opinion about the performance of WIA and its services and staff.

Any complaints should be made by submitting a written description of the basis for the complaint to the Executive Director. WIA will immediately begin to investigate the facts of the complaint and will respond to all complaints in writing within 30 days of receipt of a complaint. The exception to this policy is if the person complaining requests expedited consideration and demonstrates that matters are time sensitive or the complaint involves allegations of fraud. To the extent that WIA receives a complaint, WIA will maintain a written record of each complaint received, and will document the steps taken to investigate and respond to each complaint received. The complaint, as well as all documented steps taken to remedy and/or address the allegations in the complaint will be available to the entity assigned to accredit WIA. To the extent that WIA agrees with the complainant to resolve the complaint by taking certain action, WIA must take such action within 30 days of agreeing thereto, or risk the failure to take such action as the basis of a complaint to the Hague Complaint Registry.

WIA has a quality improvement program through which it makes systematic efforts to improve its adoption services as needed. WIA uses quality improvement methods such as reviewing complaint data, using client satisfaction surveys or comparing the agency's practices and performance against the data contained in the Secretary's annual reports to Congress on inter-country adoptions.

To the extent that the complainant is dissatisfied with the response to the complaint from the Executive Director, the complainant may request reconsideration by writing to the President of the Board of Directors. If the Board of Directors does not respond within 15 days, the complainant may submit their complaint in writing to the Utah State Human Services, Licensing Division at the following address:

Department of Human Services – Office of Licensing
195 North 1950 West #1075
Salt Lake City, UT 84116

If you wish to submit a complaint against WIA with the accrediting entity, visit <https://www.iaame.net/report-a-concern/>, or you may file a complaint directly with the U.S. Department of State by visiting the Intercountry Adoption Complaint Registry, which may be found at adoptionusca.gov/HCRWeb/Welcome.

WIA will make its complaint record available to the accrediting entity on a semi-annual basis, or upon request.

CLIENT GRIEVANCE PROCEDURE

If a complaint is received, the complaint will be immediately given to the Executive Director. The Executive Director will to the following:

- Respond to writing to the complainant within 30 days of receiving the complaint.
- Contact the complainant in order to schedule a meeting or telephone conference to try to resolve the problems being experienced.
- Do all possible to resolve the issues surrounding the complaint.
- Document in writing the outcome of the meeting. The written documentation should include a summary of the compliant and details of the resolutions or non-resolution to the complaint. Both the Executive Director and the complainant will sign the summary and resolution document. This document will then be retained in the complainant’s file.

If the Executive Director is unable to resolve the complaint, the complainant will be given access to the Board President. The Board President will meet with both the complainants and the Executive Director to try to resolve the complaint. The following procedures will take place:

- The Board President will be given access to the written complaint and will be provided with a copy of what has been done to resolve the complaint up to the current timeframe.
- A written summary of the outcome of the meeting will be drafted and will be signed by the Board President, the Executive Director and the Complainant. This information will be entered into the Complaint database.
- The Board President will give direction to the Executive Director on what should be done to assure the issues of the complaint will be corrected.

I have read and understand the above complaint process.

Adoptive Father _____
Date

Adoptive Mother _____
Date

State of _____ §

County of _____

Subscribed and sworn to be this _____ day of _____, 20__.

By _____

Notary Public



Schedule F Parent Post-adoption Agreement - Tonga

WIA strictly enforces all post-adoption policies set forth by the State of Utah, United States Citizenship and Immigration Service, and the government of Tonga. Parent(s) may be required to meet re-adoption and/or additional post-adoption requirements outlined by Parent(s)' home state if Parent(s) are not a Utah resident.

1. RE-ADOPTION. Check the box that applies to your adoption and fill in the abbreviation for your home state:

THE ADOPTION IS FINALIZED IN THE FOREIGN COUNTRY

The child *may* have to be re-adopted in the Parent(s)' home state. It is Parent(s)' responsibility to learn of Parent(s)' state requirements for re-adoption. Parent(s) agree to comply with these laws, if such exist, and to re-adopt the child upon returning to the United States if re-adoption is required. Parent(s) agree to supply Wasatch International Adoptions with court documents confirming the re-adoption of the child.

THE ADOPTION IS NOT FINALIZED IN THE FOREIGN COUNTRY

Parent(s) will be required by USCIS to adopt the child according to the laws of Parent(s)' state of residence regardless of any state law governing adoptions before the child can be naturalized. Parent(s) agree to supply Wasatch International Adoptions with court documents confirming the adoption of the child.

Even if re-adoption is *not* a requirement of Parent(s)' state of residence, it may be in Parent(s)' best interest to re-adopt the child. The decision to re-adopt rests solely with the Parent(s) and Parent(s) take all responsibility for making the decision to re-adopt or not re-adopt. Parent(s) will supply court documents to WIA if Parent(s) decide to re-adopt.

2. POST-ADOPTION EVALUATIONS. Post-adoption evaluations are a required part of every foreign adoption. All post adoption reports must be completed by an accredited agency. Parent(s) agree to arrange for and participate in post-adoption evaluations for the adopted child.

- a. Parent(s) agree to post-adoption evaluations completed according to the following criteria and timetable associated with adoptions in Tonga and WIA:
 - i. One original, notarized post adoption evaluation by a certified, licensed social worker or agency at **six (6) months** from the date of adoption.
 - iii. One original, notarized post-adoption evaluation by a certified licensed social worker or agency **one (1) year** from the date of adoption.
- b. To submit with each evaluation eight (8) photos which meet the following criteria: **one to two with adopted child alone, one to two with the adopted child with new family, and four to six photos of choice showing adopted child.**
- c. To submit with the social worker's evaluation, a copy of the social worker's state license and a copy of the agency's state license.
- d. e. To notify WIA immediately if the adopted child is re-placed, suffers from death, or his or her interests are seriously damaged.

3. NON-UTAH RESIDENTS. If Parent(s) live outside the state of Utah, additional post-adoption documents may be required by Parent(s)' state of residence and Parent(s) agree to submit such documents to the appropriate agencies in accordance with these laws. Parent(s) agree to the cost of these evaluations and understand the application of fees for these post-adoption evaluations as outlined in the Fee Schedule.

4. NON COMPLIANCE WITH POST PLACEMENT REPORT REQUIREMENTS. The post adoption evaluations required by WIA are an important and continuing part of the adoption process. By failing to providing the post adoption evaluations as required, adoptive parents can and will put adoptions for other adopting families at risk. In some cases, the failures of adoptive parents to provide post adoption evaluations to the foreign country have closed the doors to adoption in that country. Because this is such an important part of the adoption process, WIA must have guarantees in place that adoptive parents will comply with these post adoption evaluation requirements.

In order to bring adoptive parents that are delinquent with these post adoption evaluations into compliance, it is necessary that WIA have in place a means of forcing compliance when necessary. Therefore, it is understood by the adopting parents that if parents become seriously delinquent with the required post adoption reports, WIA will be forced to take legal action against these parents and will sue for damages if the post adoption evaluations are not received. WIA also reserves the right to send a Licensed Social Worker to the home of adoptive parents who neglect this duty to interview the adoptive family and complete the post adoption report as required. The fees for this Licensed Social worker to compile these delinquent post adoption reports will be the expense of the adoptive family and WIA will take legal action to collect these fees if necessary.

CONSENT TO JURISDICTION, SERVICE OF PROCESS, VENUE, CHOICE OF LAW - All actions or proceedings with respect to any dispute arising under the terms of this Parent Post Placement Agreement shall be litigated, at the discretion and election of WIA, only in courts whose site in within Ogden, Utah, and in the Second District Court of Weber County, State of Utah, USA, and the undersigned hereby submit to the jurisdiction of the Second District Court of Weber County, State of Utah, USA. In addition, the parties agree to accept court service of process by registered or certified mail sent to the addresses provided above or to any permanent address that is current at the time the process is written. Such service will constitute personal service of such process. The parent(s) waive any right to transfer or change the venue of any litigation brought against him/her/them by WIA or any of its agents related to this adoption. The parties hereto agree that this Parent Post Placement Agreement will be construed in accordance with the laws in the State of Utah.

5. INCORPORATION. Parent(s) agree the terms of these addenda shall be incorporated into the International Adoption Services Contract and made a part thereof as though fully set forth therein.

6. TERMS AND CONDITIONS. The terms, provisions and conditions set forth in this addendum shall supersede and take priority over any contrary or ambiguous terms, provisions and conditions in the International Adoption Services Contract.

Parent(s) have read and understand each provision in this agreement and by signing the same agree to accept and abide by all the terms and condition set forth herein.

Adoptive Father

Date

Adoptive Mother

Date

State of _____ }
 } §

County of _____ }

Subscribed and sworn to before me on this _____ day of _____, 20_____.

Notary Public

SAMPLE



Schedule G
Adoptive Parent Authorization for Release of Confidential Information and Indemnification

To whom it may concern:

RE: Release of Confidential Information Incidental to Adoption of a Child by the Undersigned

You are hereby authorized to release to Wasatch International Adoptions (WIA) any and all information in your possession for the undersigned including but not limited to records, reports, documentation or other information regarding my/our social, emotional, educational, religious, psychological and medical histories, including assessments, background, opinions, and any other relevant data necessary to assist WIA in providing continuing service to me/us.

This consent will remain in effect indefinitely or until canceled in writing.

This authorization to release information concerning treatment and/or condition applies to the complete history, and not any specific incident. Please do not disclose any records, reports, documentation or other information to any insurance carrier or other party without written permission from myself or my attorney for you to do so.

Except as authorized herein, confidential information will not be disclosed without my consent, except where the law may compel disclosure (1) to inform appropriate persons if there is reason to believe I am in danger of doing serious harm to myself or someone else, or (2) if there is reason to believe that reportable child abuse has occurred.

The undersigned adoptive Parent(s) agree to indemnify, defend and hold harmless all persons and groups releasing the records, reports and information authorized herein from any and all liability for claims, actions, damages or suits arising from or relating to the release or exchange of information made pursuant to this *Authorization for Release of Confidential Information*.

Adoptive Father (*please print*)

Signature

Date

Adoptive Mother (*please print*)

Signature

Date

State of _____ }
 §

County of _____ }

Subscribed and sworn to before me on this _____ day of _____, 20____.

By _____

Notary Public



Wasatch International Adoptions
A Child's Way Home

**Schedule H
Authorization for Release of Advertising**

In an effort to promote international adoptions and help other adoptive families in their quest to adopt, I give Wasatch International Adoptions permission to use pictures of my adopted child/children. These pictures may be pictures that I have given Wasatch International Adoptions, or pictures that the agency may have on file of my child before the referral was given to me.

I understand that these pictures may be used on the Wasatch International Adoptions website, social media websites, and/or in promotion materials distributed by Wasatch International Adoptions in an effort to promote the concept of international adoption.

I understand that confidential information will not be disclosed and Wasatch International Adoptions will not use my name, the name of my adopted child, our location, or any other specific identifying information, but understand that only the child's picture will be displayed.

I understand that this consent will remain in effect until I cancel it by written notice to Wasatch International Adoptions.

I understand that Wasatch International is a non-profit organization and that there will be no compensation for allowing Wasatch International Adoption the privilege of using this information.

Parent

Date

If you do not wish your child's picture posted, please sign below

Authorization for Release of Advertising Denied

Thank you for giving me this opportunity, but I do not wish to have my child/children participate in any promotional material for Wasatch International Adoptions at this time.

Parent

Date

State of _____ }

§

County of _____ }

Subscribed and sworn to before me on this _____ day of _____, 20____.

By _____

Notary Public

SAMPLE



Wasatch International Adoptions
A Child's Way Home

Schedule I
Permission to Use FEDEX Account Number

I/We, _____, do hereby grant Wasatch International Adoptions (WIA) permission to utilize the following FedEx Account number which I/we have established, for the sole purpose of sending documentation relative to my/our adoption in _____. The account number is _____. I/We understand that this account number will remain in my/our adoption file, that it must remain in force until this adoption file is completed, and that I/we am/are responsible for the payment of charges incurred on this account relative to this adoption whether by me/us or Wasatch International Adoptions.

Adoptive Father Date

Adoptive Mother Date

State of _____ }
 } §
County of _____ }

Subscribed and sworn to before me on this _____ day of _____, 20____.

By _____

Notary Public



Schedule J Adoption Disruption/Dissolution Agreement

Parent(s) understand that all foreign countries Wasatch International Adoptions works with to place children with families will complete and finalize the adoption in that respective foreign country. Parent(s) also understand that once their adoption has been finalized in the foreign country, that child legally becomes their child. As the adoptive parents of the child they have the same legal obligation to provide for and care for that adopted child as though he or she were born to them. From time to time, after adopting the child, Parent(s) may make the decision that in the best interest of the family they must dissolve the adoption and relinquish parental rights of the adopted child. If the decision is made to dissolve the adoption, Parent(s) understand and agree to the following:

1. The Parent(s) understand that the adoption of the child was finalized in the foreign country and that it is their legal responsibility to provide for and care for the adopted child in the same manner as they would care for a biological child born to them.
2. The Parent(s) understand that if the decision is made to dissolve the adoption of the child, in no circumstances can Wasatch International Adoptions assume custody, guardianship or responsibility for the adopted child.
3. The Parent(s) understand that although they, as the legal parents of the child, retain custody of the adopted child, Wasatch International Adoptions can provide limited assistance to the family in the way of crisis intervention, short-term counseling and support when disruption/dissolution is being considered.
4. Parent(s) understand that in order to place the child with another adoptive family, they must sign legal documents and appear before a judge to terminate all parental rights of their adopted child. The Parent(s) understand that once these documents are signed terminating parental rights, the decision is irrevocable.
5. The Parent(s) understand that they have a legal right to identify a family, work with an attorney, and place the child with another family of their choosing. **The Parent(s) are under no obligation to work with or place the child using Wasatch International Adoptions, but do agree to contact the staff of Wasatch International Adoptions to notify them of the fact that the child is being placed with another adoptive family. If the Parent(s) place their children with another adoptive family, they agree to provide the contact information for the new adoptive family.**
6. The Parent(s) may also work through Wasatch International Adoptions and ask for assistance in identifying a second adoptive family in which to place the child. In the event that this option is utilized by the Parent(s), it is understood that the placement of the child is handled as a domestic adoption and they may incur costs associated with this option. However, in most cases all costs associated with a domestic adoption will be the responsibility of the second adoptive family, not the Parent(s). If this option is chosen, the Parent(s) understand that:

