

**HAITI ADOPTION SERVICE CONTRACT**

This agreement dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**BETWEEN**

ADOPTION-LINK, a non-profit organization, having a place of business at 1113 South Boulevard, Oak Park, Illinois 60302, USA **OF THE FIRST PART**

AND:

(Names) \_\_\_\_\_

of (Address) \_\_\_\_\_

(hereinafter referred to as the "Applicant") **OF THE SECOND PART**

**WHEREAS**

Adoption-Link is a duly authorized and incorporated non-profit organization having its registered and records office at 1113 South Boulevard, Oak Park, IL 60302, U.S.A.

Adoption-Link provides adoption services to persons who wish to adopt in various international and domestic localities.

The Applicant wishes to adopt a child internationally and bring the adopted child back to the United States as a permanent resident and seeks the aid of Adoption-Link in providing adoption and post adoption services. Adoption-Link has agreed to provide the information and assistance necessary to aid the Applicant in adopting a child internationally and immigrating the child to the United States for permanent residence.

NOW WITNESSETH that in consideration of the mutual covenants the parties hereto agree as follows:

**A. Adoption-Link shall provide the following services:**

In consideration of the payments described in the current Adoption Guide, Adoption-Link agrees to provide the following material and render the following services:

1. Provide informational packets about the adoption program including a fee schedule.
2. Conduct home study and post-adoption/monitoring visits and reports.
3. Provide assistance in gathering information and preparing documents for the Applicant's dossier.
4. Review and check the documents submitted by Applicant(s). Advise of changes if needed.
5. Assemble documents into a dossier for presentation to adoption officials in the designated country.
6. Transfer the dossier to the designated country.
7. Through the orphanage Director in Haiti, present the completed dossier to Haitian adoption officials.
8. Through the orphanage Director in Haiti, obtain the necessary consents to terminate parental rights for the purpose of adoption.
9. Through orphanage Director in Haiti, identify a child for adoption with emphasis upon the child's best interests and the appropriateness of the referral to a particular applicant family.
10. Receive and send child referral to Applicant along with all elements of child study.
11. Be available to answer questions re: child by Applicant and act as liaison between Applicant and Haitian orphanage Director via telephone calls and/or email.

12. Provide monthly updates from orphanage Director to Applicant and immediately inform Applicant of any change in child's medical status.
13. Help coordinate travel to and accommodations in Haiti.
14. Arrange for child to be escorted to the U.S. in the event the Applicant cannot or will not travel to Haiti. For escort expenses, see fee agreement.
15. Upon request, provide information regarding the number of adoptive placements per year, including the number of disrupted placements, if any.
16. Provide full disclosure of all known fees related to each adoption.
17. Provide other adoption services which the agency determines are appropriate and necessary.

## **B. Waivers of Liability**

### **a. Agreement of assumption of risk and informed consent:**

1. The Applicant understands that the amount of time before a child is placed in the applicant's home is dependent on many circumstances beyond the control of Adoption-Link.
2. The Applicant understands that in many instances the identity and location of the biological parents will be unknown and true information on the medical, genetic, and health history of the child and his/her parents will not be available or may be inaccurate.
3. The Applicant understands that the information received by Adoption-Link has been primarily provided by the orphanages in the designated country, who are often not experts in the fields of psychiatry, health or genetics. Even when medical records can be accessed, there may be differences in translation and terminology, or other factors that may render a diagnosis inaccurate. The Applicant may take up to two weeks to consider the referral of any given child so that the child's medical and other records may be examined by the Applicants' physician or other professionals.
4. The Applicant understands that no person, agency or doctor can predict with total accuracy whether a child will develop a disability or medical condition as the child grows and matures. The Applicant understands that the child may not show early evidence of a condition even though a condition may exist. The Applicant releases Adoption-Link from all liability, as long as Adoption-Link did not knowingly withhold relevant material information at any time relating to the child's condition from the Applicant.
5. The Applicant understands that because of the incubation period for Hepatitis B, children can test false-negative for this disease, but actually develop the disease later on. The Applicant understands the risk exists, is willing to assume the risk, and releases Adoption-Link from all liability should the child develop this disease, so long as Adoption-Link does not knowingly withhold such relevant material information from the Applicant.
6. The Applicant understands that any adoption holds the risk of an attachment or bonding disorder, and that while in most cases the children are able to bond, Adoption-Link cannot guarantee a given child's ability to attach to a new parent.
7. Should hospitalizations and/or treatments above and beyond general medical check-ups be required for the child during the course of the adoption process, adopting families are expected to cover these medical fees. Families are entitled to a thorough explanation of treatments provided and a copy of receipts issued for medical services provided.

**b. Adoption-Link works in full faith that every adoption will be completed but does not and cannot guarantee that the Applicant will be successful adopting a child or that the Applicant will be successful in returning to the United States with that child.**

**c. Adoption-Link does not warrant or guarantee, and shall not be responsible, for any of the following:**

1. The health and safety or well being of the child before or after the adoption;
2. The information about the health and safety or well being of the child provided by adoption officials or orphanage staff;
3. That the regulations, statutes and policies of the country of adoption and/or the United States will not be amended or changed prior to the completion of the adoption;
4. That the fees, expenses and disbursements charged by the United States and country of adoption government will not be changed prior to the completion of the adoption;
5. Any medical, disability and travel insurance for the applicant and the adopted child.

**C. The Applicant understands and agrees to the following:**

1. The Applicant covenants and agrees to comply with all statutes, regulations and policies of the United States and the country of adoption, and the applicable states in the United States and regions and provinces in the country of adoption or any other jurisdiction through which the Applicant and the child may pass from the time of their departure from the United States to their return to the United States.
2. The Applicant agrees NOT to act in a manner that could be construed as discourteous, immoral or insulting towards U.S. or adoptive country authorities or Adoption-Link staff, or which may injure the interests or subsequent facilities of Adoption-Link or any of its employees or consultants. Any such action will be cause for termination of this agreement pursuant to the terms of Section F.
3. The Applicant is aware of the risks in international adoption and agrees to be honest, patient, and flexible throughout the adoption process with Adoption-Link and other authorities. The Applicant further agrees to make a full and complete disclosure to Adoption-Link of all matters relating to the adoption (marital relationship, health status, etc.) and inform Adoption-Link immediately of any changes during the adoption process.
4. The Applicant is aware of the risk of unforeseen delays that may occur in international adoption. In the event of such delays, extra costs may be incurred. If so, the Applicant agrees to cover such travel or any other costs associated with the delay.
5. The Applicant agrees not to pursue another adoption or plan a pregnancy after applying to Adoption-Link for adoption and before the adoption is completed. If an unplanned pregnancy should occur, the Applicant will inform Adoption-Link immediately and Adoption-Link will determine whether or not to continue the adoption process at this particular time.
6. The Applicant(s) understand that once the child's adoption is finalized in the child's country of origin, this child is then the legal and financial responsibility of the adoptive parent(s). Subsequently, should the adoption dissolve at any time after finalization, Adoption-Link will not take custody of the child but will assist in attempting to locate a replacement family. Should interim care be needed, Adoption-Link may suggest, but is not obligated to recommend a family who may provide care until a suitable adoptive family can be found. It is understood that the original adoptive family shall be responsible for interim care charges. Adoption-Link will formally notify IBESR in writing of the pending dissolution through Gina Duncan, orphanage Director in Haiti. Adoption-Link will also notify the Secretary in writing.
7. Adoption-Link maintains a policy of non-discrimination. The Applicant understands that final approval is given by adoption officials in the designated country and Adoption-Link is not responsible should foreign adoption officials ultimately reject the application. The Applicant further understands Adoption-Link will not refund fees for services already provided if an application is rejected by officials in the adopting country.
8. The Applicant understands and agrees that all contacts with adoption officials and the orphanage will be made by/or through Adoption-Link. This may be excepted if Adoption-Link gives permission to the Applicant in writing.

9. The Applicant shall abide by the advice and process described in the Adoption-Link Adoption Guide and other written materials as well as any possible changes made by officials in the adoptive country or U.S. government.
10. Adoption-Link and the Applicant agree that all information provided with respect to the adoption process shall be held in the strictest confidence by both parties and no information or document shall be released to a third party without the consent of the other. Third parties shall include newspapers, the internet and other public media, as well as any other person or organization not authorized to have access to an Applicant's information.
11. The Applicant understands that the staff of Adoption-Link is mandated by state child abuse laws to report indicated cases of child abuse or neglect to state child welfare authorities.
12. The Applicant agrees to complete 10 hours of pre approved training hours on International Adoption issues. The cost of training will be covered by the Applicant.
13. The Applicant agrees to meet all post-adoption requirements of both Adoption-Link and the country of Haiti. Adoption-Link requires that the adoptive family provide to the Adoption-Link social worker the necessary information for three reports to be prepared by the worker at 1, 6 and 12 months after the adopted child's arrival home. The adoptive family is required to cover the cost of each report. Should it be determined by Adoption-Link that further reports are indicated, the adoptive family will be required to cover the cost of the additional visits/reports. In addition the adoptive family agrees to provide yearly reports on the child to Haiti until the child reaches 18 years of age. These self reports shall be mailed to Adoption-Link at the agency address and will be forwarded to the orphanage Director in Haiti.

#### **D. Termination**

1. The Applicant may terminate this agreement at any time, but shall compensate Adoption-Link for all services provided to the Applicant to that date. The Applicant further understands that Adoption-Link may not be able to recover the adoption dossier after it has been presented to the officials in the designated country of adoption.
  2. Adoption-Link may terminate this agreement if the Applicant's social worker/ home study agency cannot recommend the family for a favorable home study. Adoption-Link may also terminate this agreement at any time if the Applicant is found to be: (1) In breach of paragraph 2 of Section E of this document, (2) acting in bad faith and/or being non-compliant with the direction and instruction of personnel of the Agency, (3) presenting him or herself over a period of time in an inappropriate manner that indicates placement of a child with the Applicant would not be in the best interests of a child. In the unlikely event of termination, the Applicant is responsible for payment to Adoption-Link for all services provided to the Applicant to that date.
- E. **All fees are non-refundable once a particular service has been provided.** However, fees for service(s) not provided will be refunded within 30days. The Applicant(s) request for a refund should be in writing and addressed to the agency Director, Margaret Fleming, and mailed to the agency's address at 1113 South Blvd., Oak Park, IL 60302.

#### **F. Right to Appeal**

**This agreement is signed based upon trust and honesty between the two (2) parties. In the event of any disagreement, both will seek to restore the matter through discussions together. Should the Applicant(s) and Adoption-Link not reach a mutual understanding, the Applicant(s) may register a complaint in accordance with the agency complaint policy. The Complaint Policy can be downloaded from the Adoption-Link website, [www.adoption-link.org](http://www.adoption-link.org), as well as found in the Applicant(s) initial application packet.**

**G. Right to Access Personal Information**

Adoption information contained within a client file may be requested by a client on their own behalf by following procedures which are available upon request to Adoption-Link staff.

**I HAVE READ THE ENCLOSED COPY OF THE ADOPTION-LINK CLIENT'S RIGHTS**

(    /    ) **Initials**  
Spouse 1. Spouse 2

**AGREED**

**FOR ADOPTION-LINK**

**FOR THE APPLICANT**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

(REVISED 6/14/10)

**SAMPLE**



**Addendum for Haiti Adoption Agreement**

Once I/we have accepted the referral of a child, and that child should pass away prior to immigrating to the U.S., I/We agree to cover the costs of the funeral which is estimated to be approximately \$350 dollars. I/we also understand that, in this unfortunate event, Adoption-Link will waive it's program fee for a new referral. Foundation Enfant Jesus will charge up to half of the \$9,900 in country foreign fee for the processing of legal paper work.

I/we agree to provide or raise through fundraising efforts much needed in kind donations to F.E.J. A broad list of supplies is attached. Prior to traveling to Haiti for a visit or to pick up your child, you will be sent a list of specific items that are most needed at that particular time. You will be expected to pack two checked bags of supplies weighing 50 lbs each. If you do not visit, your supplies can be shipped or sent with Adoption-Link staff members traveling to Haiti.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Margaret A. Flemming  
Executive Director  
Adoption-Link  
Date



License # 287866

1113 South Boulevard, Oak Park, Illinois 60302  
Ph (708) 524.1433, Fax (708) 524.9691, E-mail [info@adoption-link.org](mailto:info@adoption-link.org)

### **Client Complaint Policy and Procedures**

(Applies to birthparents, adoptive and prospective adoptive parents and adoptees)

It is Adoption-Link's goal to provide the highest quality service. Agency staff will be glad to discuss with you any questions or concerns you may have. Adoption-Link is committed to upholding the standards of both The Hague Convention and the Inter-country Adoption Act.

It is Adoption-Link's intent to resolve all complaints in a timely manner. The agency shall initiate an investigation of all written complaints within 2 business days of receipt. Formal complaints should be written to the Executive Director, Margaret Fleming, and mailed to Adoption-Link's office at 1113 South Blvd., Oak Park, IL 60302. Ms. Fleming will respond to the complaint in writing within 30 days of receipt. There will be an expedited review however of any complaint that is determined by the agency to be time-sensitive or that contains an allegation of fraud. A complaint may be registered against the agency at any time. It should be clearly understood that the submission of complaints is encouraged and that no person will be discriminated or retaliated against for taking this action.

Despite the efforts on the part of the Executive Director and the client, which may include both written and face-to-face communication, should there be no satisfactory resolution, the complaint may be presented in writing to Jeremy Capell, Chairman of the Board of Directors. His work address is Navigant Consulting, 30 South Wacker Drive, Suite 3100, Chicago, IL 60606. The Board will review the complaint in a timely fashion and make its recommendations in writing to the Executive Director and the client. The decision of the Board will be final.

Should the complaint not be resolved satisfactorily through the agency, it may be registered with The Illinois Department of Children and Family Services (DCFS). DCFS grievance procedures must be followed pursuant to Illinois law. The website for DCFS is: [www.state.il.us/dcf](http://www.state.il.us/dcf).

Unresolved complaints may also be registered with The Hague Complaint Registry at <http://adoptionusca.state.gov/HCRWeb/WelcomeForm.aspx>.



License # 287866

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Ph (708) 524.1433, Fax (708) 524.9691, E-mail [info@adoption-link.org](mailto:info@adoption-link.org)

### **Client Rights and Responsibilities**

#### **HOURS:**

- Adoption-Link is open from 9 a.m.-5 p.m. cst. Evening hours are usually available by appointment.

#### **CLIENTS RIGHTS:**

- Participate in decisions regarding services provided and make informed decisions about using the services.
- Receive courteous, professional, and confidential services without discrimination or coercion.
- Know the qualifications of the staff that provide your professional services.
- Be kept informed, in a timely manner, of charges for services and any changes.
- To refuse recommended services and/or referrals and be informed of the consequences of such actions.
- Be involved in the development of goals for you and your family.
- Know Adoption-Link hours of operation, when services are available to you, and how to contact the agency in the event of an emergency.
- Know Adoption-Link is complying with adoption laws.
- Refuse to be included in any agency program evaluation or quality assurance programs such as client satisfaction surveys.

#### **CLIENT RESPONSIBILITIES:**

- Provide accurate and complete information to the agency in terms of personal and financial affairs and other issues related to adoption proceedings.
- Notify the agency of any significant changes in your life such as but not limited to changes in health, financial, or marital status.
- Inform the staff immediately if you have any concerns or problems with services.
- Work with staff regarding your mutually agreed upon goals.
- Keep appointments as scheduled or notify the office in a timely manner for rescheduling.
- Honor financial commitments to the agency.