



Dear Prospective Parent(s),

Thank you for your interest in adopting a child from the United States through our agency.

Premier Adoption Agency is a fully licensed, non-profit, Hague-accredited agency with over 25 years of experience in inter-country adoption. We have been Hague Accredited since the Hague Convention entered into force in the United States in 2008. We are one of a small number of agencies accredited and approved by the US Department of State to provide “Outgoing” adoption services to prospective adoptive parent(s) residing outside of the United States.

We are committed to providing ethical, transparent, and compassionate adoption services that prioritize the best interests of children.

Included in this packet you will find:

- Eligibility Requirements and Frequently Asked Questions (FAQs)
- Flowchart of the Outgoing Adoption Process
- Comprehensive Fee Schedule with Refund Policy
- Sample Adoption Services Agreement
- Adoption Resource Guide

In order to be considered for our program, you must first fill out a [Readiness Survey](#) found on our website [here](#). Once we receive and review your Readiness Survey, and if there is availability in program, you will be invited to formally apply.

We are also happy to provide, upon request, the following:

- The number of inter-country adoption placements completed in the past three years and their outcomes (intact, disrupted, or dissolved)
- The number of prospective adoptive parents applications received for the last three years
- The number of expectant parent(s) currently working our agency considering adoption.

We look forward to working together to complete your family. Please contact me at adopt@premieradoption.org or our primary office at 702-475-4903 with any questions.

Sincerely,

A handwritten signature in black ink that reads "Emily Spackman". The signature is written in a cursive, flowing style.

Emily Spackman
Intercountry Adoption Coordinator and Hague Specialist

Eligibility Requirements & Frequently Asked Questions (FAQs)

Q. Who is eligible to adopt?

A. Married couples or single individuals over the age of 18 years may adopt, provided they are at least 10 years older than the child.

Q. What children are available for adoption?

A. Most adoptions are newborns who have been voluntarily surrendered and placed for adoption by birth parent(s). Occasionally, toddlers aged 2-5 become available. The children come from diverse backgrounds. Many have been prenatally exposed to substances such as illicit drugs and alcohol. Training on prenatal substance exposure is required before joining our program.

Q. How long does it take to receive a child?

A. Matching timeframes vary and depend on the expectant parent(s) adoptive family preferences and your child preferences. A match may occur soon after acceptance into our program or may take several months or even years. Birth parents choose adoptive families based on a myriad of factors including values, lifestyle, and family composition. Ultimately, you will be selected by an expectant mother who feels that her child will be best raised in your family.

We have a strong commitment to our expectant parents and counsel with them on all their options always respecting their freedom of choice. No placement is ever guaranteed even if living expenses have been paid on the expectant parent's behalf. We will never pressure anyone to place a child for adoption if she no longer feels that adoption is the best decision for her and her baby.

Q. What are considered living expenses?

A. If there is a need, legal and allowable living expenses (rent, food, medical, transportation) may be paid on behalf of an expectant parent during pregnancy and upwards of 8-12 weeks postpartum. Expenses are evaluated on a case-by-case basis and are nonrefundable if the adoption does not proceed. Unused funds will be returned to you.

Q. How do I get started?

A. To be considered for this program, you must first complete a Hague compliant adoption home study in your country of origin. Your Central Authority will then provide us with an Article 5 letter (provisional approval). Complete a [Readiness Survey](#). If we accept new applicants, you will be sent a link to apply to our program.

Q. What are your fees and when are they due?

A. Fees are paid in stages:

- Application Fee: \$800 (due with application)
- Hague Fee 1st Part: \$3,900 (due after home study review)

- File Activation Fee: \$7,000 (due upon matching with an expectant parent)
- Hague Fee 2nd Part: \$3,900 (due 4 weeks prior to due date)
- Placement Fee: \$18,000 (due 4 weeks prior to due date)
- Birth Parent Expenses: Disclosed prior to accepting match (due at match)

Q: What is the adoption process?

A: We will help you prepare your electronic Family Profile Book which will be shown to expectant parent(s) who are eligible and ready to select an adoptive family. Once your family is selected, we will contact you or your representative in your country and present the referral information. Documents such as social and medical histories, medical records if available, possible risks, and total projected expenses will be given to you to help you make a well-informed decision about whether to accept a referral. If you decide to accept, you will sign a Matching Agreement and we will collect the File Activation Fee, Hague Fee 2nd Part, and Birth Parent Expenses. Communication will start between you and the expectant parent(s) if this is part of the plan.

A birth plan is put in place outlining the birth mother's requests regarding the delivery and the duration of her stay at the hospital.

Four (4) weeks prior to the birth mother's due date, the Placement fee (18,000) and Hague Fee second part (\$3,900) is due. Once the relinquishment/consent documents are signed, your funds will be processed and deposited. Placement documents between you and the agency are signed outlining the physical and shared legal responsibilities for the baby until the adoption is legally finalized. The funds must be sent via secured funds to our escrow account. If relinquishment/consent documents are not signed, the Placement fee is returned to you.

Q. What happens after the baby is born?

A. After birth, it is mandatory that the birth mother wait a legally designated amount of time prior to signing her relinquishment of parental rights.

- Nevada and Arizona: 72 hours post-birth
- Utah: 24 hours post-birth

Plan to stay in the USA for 6-12 weeks post-placement while the legal paperwork is processed and completed. We understand that this is a long time to be away from work. Please plan for one parent to stay until all the paperwork is finalized and you legally take your child home.

Q. What is a "Family Profile"?

A. Prospective adoptive parent(s) create a digital online Family Profile containing photos, videos, and a personal narrative to showcase their lives. Your profile is presented to expectant parent(s) who meet your preferences to review when it's time to choose an adoptive family. The interface is a modern, user-friendly platform designed to replace traditional, often outdated, adoption profile books. The first year the maintenance of your digital profile is free. In subsequent years, there will be a file maintenance fee of \$300 to maintain the digital profile.

Q. What happens if we change our mind after we are matched?

A. If a referral is accepted and you choose to withdraw you may do so but the \$7,000 file activation fee and any unused birth parent expenses are non-refundable.

Q. What happens if the birth mother changes her mind after we accept a referral?

A. If the match is disrupted, you may remain in the program and await a new referral. Unused birth

parent funds are refunded back. A new File Activation Fee (\$7,000) is due for a subsequent match. This process repeats until there is a successful placement made. You may withdraw your profile at any time. However, to remain active on our list, you must have a current home study. This home study must be updated annually to keep your application with our Agency active and eligible for an adoptive placement.

Q. What is the estimated total cost that we should plan for?

A. \$56,000-\$120,000 total (see breakdown of all fees in our Fee Schedule). This total includes agency fees, legal costs, third-party expenses such as expedited passport, post-placement visits, and travel costs.

Q. What is the process once the baby is placed in our care?

A. Once a child is placed in your physical custody, an attorney works on your behalf to file necessary paperwork for you to be able to secure a passport to travel home with your child, terminate rights on a biological father, and finalize your adoption (making your child a permanent part of your family). Post placement reports must be conducted in accordance with the State or Country where you are finalizing your adoption.

Q. What are post-placement reports?

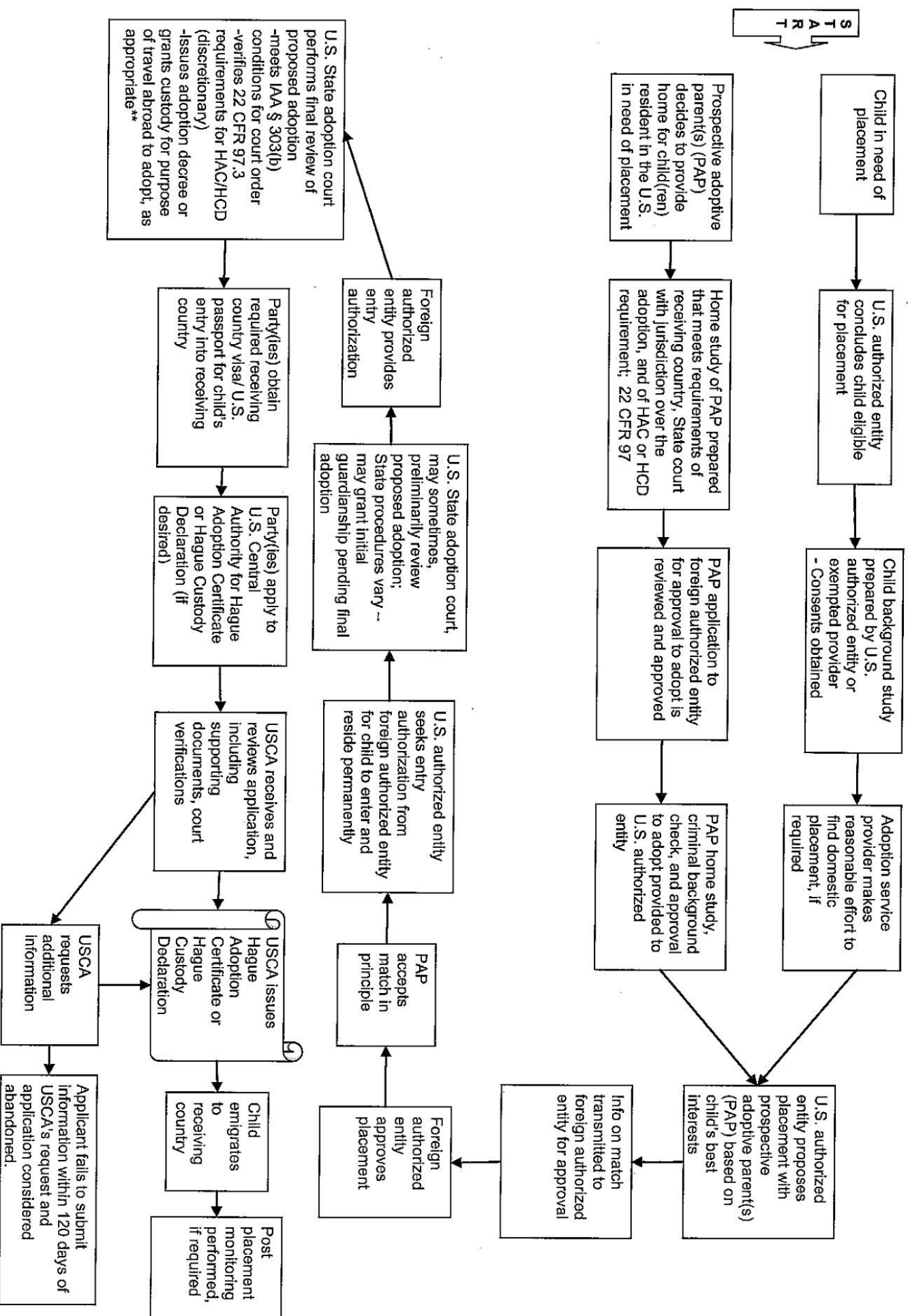
A. These are social worker visits assessing your child's adjustment prior to the adoption finalization. The number of visits required before your child's adoption can be finalized, vary from state to state (2-6).

Q. What are the final steps?

A. Finalization of an adoption takes about 6 months and includes court proceedings, termination of parental rights, and the issuance of an adoption decree. Once you finalize your adoption, an adoption decree is mailed to our office, an amended birth certificate is applied for, and we apply for a Hague Adoption Certificate which completes the adoption process.

If you need help or have any questions, please call us for assistance and suggestions.

APPENDIX 1: FLOWCHART: SUMMARY OF STEPS IN AN OUTGOING CASE



*Every case is different and may involve activity not described. Practices and procedures of receiving countries will vary.

**If PAP(s) are granted guardianship for child to travel to receiving country prior to final U.S. adoption, PAP(s) return to State court for final adoption, if required.

Fee Schedule

United States Outgoing Program



Description of Services for Adoption Expenses-US ⁱ	Refundable	Fees	Payable to/When Due
Application Fee	No	\$800	PAA/Due upon submission of application
Hague Processing Fee (1 st Part)	No	\$3,900	PAA/Due upon the receipt of Adoption Parent(s) dossier
Annual Profile Maintenance	No	\$300	PAA/Due annually on the date that the 1 st Hague Fee was received
File Activation Fee	No	\$7,000	PAA/Due upon match with Birth Parent(s)
Hague Processing Fee (2 nd Part)	Yes	\$3,900	PAA/Due upon letter of acceptance
Placement Fee	Yes	\$18,000	PAA/Due 4 weeks prior to due date
Birth Parent Expenses	Partial	\$1,200-25,000	PAA/Due upon match with Birth Parent(s)
Child Connect-Post Adoption Communication*	Yes	\$750	PAA/Due 4 weeks prior to due date
Contributions ⁱⁱ	N/A	\$0	N/A
TOTAL		\$35,850 – 59,650	

Services Paid in Receiving Country	Refundable	Fees	Payable to/When Due
Home Study ⁱⁱⁱ	No	\$1,500-5,000	Receiving Central Authority or Supervised Provider/Due prior to admittance in PAA's intercountry program
Post Placement Reports ^{iv}	No	\$1,000-5,000	Receiving Central Authority or Supervised Provider/Due after placement
Translation and Document Expenses ^v	No	\$100-800	
Receiving Country Agency/Attorney Expenses ^{vi}	No	\$10,000-25,000	Receiving Country Agency or Attorney/Due at requested services

TOTAL		\$12,600 – 35,800	
3 rd Party Estimated Expenses	Refundable	Fees	Payable to/When Due
Authentications/Apostille of Documents ^{vii}	No	\$0-500	Government Official/Due upon requested service
US Passport for Child ^{viii}	No	\$80	US Department of State/Due upon submission of passport application
Passport Expedition Services ^{ix}	No	\$250	Expedition company/Due upon submission of passport application
Overnight Mailings ^x	No	\$500-800	FedEx/Due when mailings are issued
Flight/Hotel for up to 2 Months in the US ^{xi}	No	\$8,000-18,000	Flight and hotel businesses/Due upon requested services
Cradle Care or Care for the Child ^{xii}	No	\$0-1,000	Cradle Care Company/Due upon requested services
Attorney Fees or Legal Services ^{xiii}	No	\$3,000-8,000	Attorney/Due upon requested service
TOTAL		\$11,830 – 28,630	
**ESTIMATED GRAND TOTAL		\$56,030 – 119,930	

The cost of medical care, testing, etc. of the child is not included in the fees and is the responsibility of the Prospective Adoptive Parent(s).

Prospective Adoptive Parent(s) who are waiting for a child referral, waiting for placement of a child referral, and prior to adoption finalization are not permitted to provide charitable contributions to PAA.

Additional Biological Sibling Adopted at the same time is another \$3, 5000 due to PAA at placement.

Post Adoption Reports are not required for PAA's intercountry outgoing program. Prospective Adoptive Parent(s) will only need to complete Post Placement Reports to finalize an outgoing adoption from the United States.

How fees and expenses must be paid: Fees paid to PAA may be paid by credit/debit card, wire transfer, personal check, or cashier's check. All fees must be paid in full to PAA to proceed with a scheduled finalization hearing. (96.40(a)).

Conditions when fees or expenses may be waived, reduced, or refunded: All fees are paid incrementally at the time of service and are non-refundable, except in the case of whether the birth mother changes her mind about placement. In the event a birth mother determines she will not place her child, Parent(s) will receive a refund on any living expenses not yet expended by PAA, the 2nd part of the Hague Processing Fee (if paid), the Placement Fee (if paid), and the Child Connect fee for post-adoption communication (if paid) if this were to happen. PAA returns any funds to which the Parent(s) may be entitled pursuant to this refund policy within sixty (60) days of the completion of the delivery of services. Under no other conditions will fees be waived, reduced, or refunded. (96.40(a), 96.40(h)).

*PAA uses Child Connect for post-adoption correspondence between adoptive parent(s) and birth parent(s). This is a one-time fee for post-adoption communication starting at placement up until 18+ years of age. After the placement takes place, PAA will initiate

the connection through the agency account for Child Connect. PAA will enter all parties in the system and add the proposed schedule as listed on the Post-Adoption Correspondence Agreement. All information is confidential and no identifying information is shared with the adoption parties.

****The cost of operating a reliable and trustworthy intercountry adoption program is substantial. Unfortunately, the costs seem to continually increase often due to additional regulations and compliance requirements under State, Federal and the Intercountry Adoption Act, conventions, treaties as well as gas prices/inflation/devaluation of currency. Therefore, it is impossible to predict the exact cost you will incur during your adoption journey. We have provided you with realistic estimates of all costs that you will likely incur. Please note that while we do not anticipate it, program fees may be increased for circumstances that are unforeseen and unanticipated. Please be aware of our policy for unforeseen and unanticipated expenses. If at any time during the process unexpected fees become necessary, PAA is authorized to make payments to cover those fees and bill our account, only if those fee amounts are less than \$1,000. PAA will contact us in writing with an explanation of why any additional fee is necessary to complete our adoption before making payments over \$1,000. PAA will provide receipts for fees and expenses paid and will retain copies of such receipts.**

ⁱ Adoption expenses in the United States (96.40(b)(2)): Adoption expenses in the United States are the expected total fees and estimated expenses for all adoption services other than the home study that will be provided in the United States. This category includes, but is not limited to, personnel costs, administrative overhead, operational costs, training and education, communications and publications costs, and any other costs related to providing adoption services in the United States. As stated herein, the estimated total expenses in the United States are \$32,600 - \$53,400. It should be noted that this category is also inclusive of expenses for services in the child's country of origin, as the child's country of origin is also the United States.

Foreign country program expenses (96.40(b)(3)): Foreign country program expenses are the expected total fees and estimated expenses for all adoption services that will be provided in the child's country of origin. This category includes, but is not limited to, costs for personnel, administrative overhead, training, education, legal services, and communications, and any other costs related to providing adoption services in the child's Convention country. As the child's country is the United States, and adoption expenses in the United States are disclosed in 96.40(b)(2), this category is not applicable. Adoption expenses paid in the United States are included in 96.40(b)(2) and adoption expenses paid to third parties in the receiving country are included in third party fees, per 96.40(c)(1).

ⁱⁱ Contributions (96.40(b)(6)): A contribution is any fixed contribution amount or percentage that the Parent(s) will be expected or required to make to child protection or child welfare service programs in the child's country of origin, along with an explanation of the intended use of the contribution and the manner in which the transaction will be recorded and accounted for. This fee category is inapplicable in Premier's outgoing cases as no such contribution is required or permitted.

ⁱⁱⁱ Home Study (96.40(b)(1)): This amount is for the expected total fees and estimated expenses for home study preparation and approval. Parent(s) home study will be completed by a supervised or exempted provider in Parent(s) location of residence and not by Premier. If required, however Premier may approve the home study pursuant to 22 CFR 96.47(c). The cost may vary depending on Parent(s) home study provider selected.

^{iv} Post-placement and post-adoption reports (96.40(b)(7)): The post-placement fee is the expected total fees and estimated expense for any post-placement or post-adoption reports that Parent(s) must prepare in light of any requirements of the expected country of origin.

^v Translation and document expenses ((96.40(b)(5)): Translation and document expenses are the expected total fees and estimated expenses for obtaining any necessary documents and for any translation of documents related to the adoption, along with information on whether the Parent(s) will be expected to pay such costs directly or to third parties, either in the United States or abroad, or through Premier. This category includes, but is not limited to, costs for obtaining, translating, or copying records or documents required to complete the adoption, costs for the child's court documents, passport, adoption certificate and other documents related to the adoption, and costs for notarizations and certifications. This estimated expense will be required on a case-by-case basis.

^{vi} Receiving Country program expenses paid to third party (96.40(c)(1)): Third party fees are the expected total fees and estimated expenses for services that the Parent(s) will be responsible to pay directly to a third party when not already disclosed as a part of the categories identified in 22 CFR 96.40(b). The third party to whom the Parent(s) will pay the fees are listed herein. Such third-party fees include, but are not limited to, fees to competent authorities for services rendered or Central Authority processing fees.

^{vii} Authentications/Apostilles are included in the category of fees entitled **Translation and document expenses** (96.40(b)(5)).

^{viii} The U.S. Passport for the child is a **third-party fee** paid in the sending country (96.40(c)(1)). Third party fees are the expected total fees and estimated expenses for services that the Parent(s) will be responsible for paying a third party directly when not already disclosed as a part of the categories identified in 22 CFR 96.40(b).

^{ix} The U.S. Passport expedite fee is a **third-party fee** paid in the sending country (96.40(c)(1)).

^x Mailings are included in the category of fees entitled **Translation and document expenses** (96.40(b)(5)).

^{xi} **Travel and accommodation expenses** (96.40(c)(2)): Travel and accommodation expenses are the expected total fees and estimated expenses for any travel, transportation, and accommodation services arranged by the Premier for the prospective adoptive parent(s).

^{xii} **Care of the Child** (96.40(b)(4)): The care of the child expenses are the expected total fees and estimated expenses charged to Parent(s) for the care of the child in the country of origin prior to adoption, including, but not limited to, costs for food, clothing, shelter, and medical care; foster care services; orphanage care; and any other services provided directly to the child. There is typically no fee associated with this service where the Parent(s) take custody of the child directly following birth from the hospital. If Parent(s) do not take placement from the hospital, this estimated expense may be incurred.

^{xiii} Attorney Fees and Legal Services are a **third-party fee** paid in the sending country (96.40(c)(1)).



ADOPTION SERVICES AGREEMENT USA Outgoing Cases

This Adoption Services Agreement (hereinafter “Agreement”) is and between Premier Adoption Agency, Inc. (hereinafter “PAA”) and the undersigned Parent(s), (hereinafter referred to as “Parent(s)”). PAA and Parent(s) are collectively referred to as “Parties”.

Parent(s) hereby engage PAA to provide adoption services for the purposes of completing an adoption of a child from the United States. For the Fee Schedule for Outgoing Cases refer to *Schedule A*.

INTRODUCTION

This Agreement has been prepared in order to provide Parent(s) documentation and explanation of the services, and risks, inherent in an inter-country adoption. Keep a copy of this Agreement, as information contained therein may be referred to throughout your adoption process. Parent(s) must review and understand this Agreement and all attachments before signing.

Parent(s) understand, covenant, and agree that:

I. Prior to any other conditions being met:

- A. Parent(s) must request that their home study and supporting documents; Article 15 letter; and provisional adoption permit be sent directly to PAA from the Central Authority in their country of residence.
- B. PAA will:
 - 1. Review and certify the home study is Hague compliant and meets all federal and state statutes of the United States. The Article 15 letter must certify that the Parent(s) have been approved to adopt a child(ren) from the United States. Receipt of a Hague compliant home study and Article 15 letter by PAA does not guarantee a successful adoption placement.
- C. Parent(s) agree to hold PAA blameless should problems with the home study arise or their adoption efforts are not successful.

II. Services to be provided to Parents:

PAA agrees to provide services listed below to the Parent(s). PAA’s responsibilities are strictly limited to those set forth below, and the Parent(s) agree and understand that if at any time they desire PAA to perform services in addition to those listed below, such needs should be raised with the Executive Director of PAA. PAA, at its sole discretion, shall determine whether to accommodate the Parent(s)’ additional needs, provided however that any agreement by PAA to accept added responsibilities is

binding and enforceable only upon express written agreement signed by the Executive Director of PAA and the costs associated with such additional services are set forth in that agreement.

- A. PAA will work with the Parent(s) to assist them in the completion, organization, authentication, and submission of all documentation necessary to receive a referral of a child for adoption from the United States.
- B. Upon providing the Parent(s) with the referral of a child from the United States, and the Parent(s)' acceptance thereof (hereinafter referred to as the "Child(ren)"), PAA shall work on behalf of the Parent(s) to assist them in the completion, organization, finalization, and submission of all documentation necessary to complete the adoption.
- C. PAA shall provide the Parent(s) with all information on the Child(ren) in its physical possession, subject to the limitations listed below.
- D. PAA shall, through its agents, assist in the scheduling of all administrative, judicial, and/or other proceedings required by the United States to affect the adoption of the Child(ren) by the Parent(s).
- E. PAA shall assist the Parent(s) in completing all documentation necessary for the Child(ren) to apply for and acquire a US Passport and Entry Visa in order to gain admission to Parent(s) country of residence.
- F. In the event that the adoption is not completed for any reason beyond the control of PAA, the Parent(s) understand that the fees already paid to PAA are not recoverable or refundable. Please refer to Fee Agreement and Fee Schedule (*Schedule A*) for a complete fee outline and policy governing fees.
- G. PAA shall facilitate ALL communication on behalf of the Parent(s) with the Central Authority of the United States. Communication, either direct or indirect, by Parent(s) is strictly prohibited.

III. Parent(s) Duties During the Adoption Process:

Any duties not expressly listed above as being provided by PAA shall be the responsibility of the Parent(s). The Parent(s) agree they will undertake all steps necessary for adoption of the child(ren) including without limitation, the following:

- A. Prior to receiving a departure travel date, the Parent(s) shall successfully complete, at their expense, a minimum of ten hours of parent preparation education which is approved by PAA and is Hague compliant. Upon the successful completion of such education, Parent(s) will present PAA proof of such education demonstrating that they have been informed of, explored, and understand the issues involved in the developmental and social adjustment of foreign born, the transition of the adopted child(ren) to their new homes in the Parent(s) country of residence. PAA will either provide or advise the Parent(s) how they can obtain such training. If the Executive Director of PAA determines an exception to such training is appropriate such as for Parent(s) who have already adopted from a foreign country, who may have undergone such training on a previous adoption or through their home study agency, or who by virtue of other education or experience such training would be redundant, a letter stating the exception was

granted and the reasons therefore will be provided to the Parent(s) and a copy inserted into their agency file.

- B. Parent(s) agree to act in a manner that would not be construed as discourteous, immoral, or insulting towards the US authorities or PAA staff, coordinators, consultants, or cooperating agencies. Any such action shall be deemed to be a breach of this Agreement and shall constitute cause for termination thereof by PAA. In the sole professional discretion of PAA to serve the best interest of the adoptive child(ren), at any time during the processing of the adoption case, PAA may require the Parent(s) to undergo additional counseling, testing, education, and approval(s) prior to placement of a child with the Parent(s).
- C. The Parent(s) understand and agree that ALL contact with United States Adoption Authorities, in-country coordinators/facilitators/attorneys should be made through PAA unless specific approval in writing is issued by the Executive Director for such direct contact. If the PAP's travel to the United States prior to the scheduled departure date they must notify PAA of when and where the trip will take place. Under no circumstances are the PAP's allowed to visit or be within the vicinity of the birth parents unsupervised without permission in writing by the Executive Director of PAA.
- D. The 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 PAA requests documentation, information and/or materials from the Parent(s) for purposes of adoption or post-placement, the Parent(s) shall use their best efforts to submit to PAA such documents, information, and materials in the requested form within ten days thereof. All documentation, information, and materials provided at any time by Parent(s) shall be accurate and not contain any material omissions.
- E. The Parent(s) agree to pay PAA all fees set forth in the Fee Agreement and Fee Schedule (*Schedule A*) in the amounts, manner, if fee is refundable, and on the dates set forth therein.
- F. The Parent(s) agree to perform and complete all steps necessary to accomplish the emigration of the child(ren) to the Parent(s) country of residence and to formalize citizenship for the child(ren) according to the laws and procedures of that country.
- G. Upon return to their country of residence, the Parent(s) shall take any and all steps to record, domesticate, or otherwise legitimize and formalize the child(ren)'s adoption according to the laws of the receiving country including, without limitation, support obligations and inheritance rights. Parent(s) shall provide properly authenticated copies of all foreign adoption decrees to PAA within 15 days of issuance. All costs associated with the recording and domestication of the adoption of the child(ren) in the receiving country shall be the sole responsibility of the Parent(s). Parent(s) shall proceed with re-adoption, if required by their country of residence, and accept responsibility for obtaining citizenship for their adoptive child(ren) as soon after placement as possible.
- H. Parent(s) agree to advise PAA if there is any change in their 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 Parent(s), (v) either of the Parent(s)' arrest for criminal charges, (vi) psychiatric illness of the Parent(s), or other mental, physical, or emotional instability, (vii) alcoholism, drug addiction, or other substance abuse of

either of the Parent(s), (viii) child abuse complaint or domestic abuse complaint filed against one or both of the Parent(s) and (ix) marital discord including, without limitation, divorce or separation of the Parent(s).

- I. The Parent(s) grant to PAA permission to disclose to third parties such information as PAA deems necessary for the performance of the services described in this Contract and Agreement.

IV. Parental Discretion:

The agreement to parenthood is a forever agreement. Parenting in general and adoption in particular, can bring unexpected challenges. PAA is committed to serving the best interests of the children we serve and want to be sure that the Parent(s) are willing to make a lifetime agreement to these children.

The Parent(s) may stipulate that the child presented to them for the opportunity of adoption is within certain parameters, subject to certain limitations.

To the extent that Parent(s) request that a child be “healthy” or “normal,” this request will be subject to Parent(s) understanding of the risks involved in adoption (see attached *Statement of Risks in Inter-country Adoption and Waiver of Liability*).

Parent(s) specifically understand the risks described in the attached *Statement of Risks in Inter-country Adoption and Waiver of Liability* include the fact that a case may take longer to process than was predicted. Therefore, a child may be older than expected at the time the referral was originally accepted.

When a child is referred to Parent(s) for consideration for adoption, Parent(s) may retain the right 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 Parent(s) reasonable evaluation of the child(ren) and cannot be based on arbitrary factors or frivolous factors. PAA encourages all Parent(s) to seek outside medical evaluations from qualified practitioners to interpret and evaluate the medical and social information that may be provided. Bases that are considered unreasonable, arbitrary, or frivolous include, without limitation, skin/hair/eye color, ethnicity (or presumed ethnicity), attractiveness, size of the child(ren) and similar. If the child(ren) is declined for adoption as a result of Parent(s) reasonable evaluation of the child(ren), PAA will attempt to determine if there is another child or children who may meet Parent(s)’ criteria for adoption. To the extent that these determinations are made while Parent(s) are in the United States, PAA cannot guarantee that an adoption will be completed at that time. If Parent(s) unreasonably or arbitrarily withhold their acceptance of the child(ren), PAA shall have the sole and complete discretion to terminate all further obligations to Parent(s) pursuant to this Agreement.

V. Parent(s) Duties Following the Adoption Process:

The Parent(s) agree to assume the following obligations following the adoption process:

A. Post placement/post adoption reporting obligations:

- a. The Parent(s) understand and agree to comply with any and all requests by PAA, US State and Federal government, Convention country adoption officials, cooperating agencies, or others having a legitimate interest to provide required post-placement

reports or post-adoption reports (as applicable); or to perform all other follow-up as agreed upon and/or requested.

- b. The Parent(s) acknowledge that post placement/post-adoption requirements may vary from state to state, and may change over time with or without notice. PAA will notify the Parent(s) of the post-placement/post-adoption requirements of its programs as they exist at the time this contract is in effect. The Parent(s) hereby agree to comply with the post-placement/post-adoption obligations as they exist at the time this contract is in effect AND as they may change over time.
- c. The Parent(s) hereby agree to provide post-placement/post adoption reports to PAA and/or to any and all state and federal or foreign licensing agencies that PAA directs at the intervals requested, and in the format required by the United States. To the extent required and directed, the reports shall be completed by a duly licensed social worker or home study provider at the expense of the Parent(s) and properly authenticated. All such post-placement or post-adoptive reports shall be submitted (with any required notarization, certification, and/or apostille) in a timely manner so that such reports are received by PAA and any and all state, federal or foreign licensing agencies that PAA directs, in no event later than thirty (30) days from the deadlines provided. With each report, the Parent(s) agree to include six (6) photographs of the child(ren). Prior to departure to the United States, Parent(s) will arrange for post placement services and provide documentation to PAA demonstrating post placement services will be provided within 30 days of arriving home with their child(ren).
- d. The Parent(s)' failure to comply with post placement/post adoption obligations will result in immediate and irreparable harm and/or damage to PAA, and entitles PAA to an immediate ex parte injunction and/or specific performance ordering the Parent(s)' compliance with the request for documentation, with all legal fees and expenses resulting from such action to be the Parent(s)' responsibility.

B. B. Assistance with Adjustment Difficulties:

- a. PAA believes that it is the right of a child whose family is experiencing adjustment difficulties to receive protection and service. Should Parent(s) or their child(ren) experience difficulties in adjustment after adoption, Parent(s) agree to notify PAA of such, and Parent(s) further agree to cooperate with and accept the assistance or recommendations of PAA in managing the crisis. PAA will evaluate the crisis and provide, recommend, or require additional counseling as needed to resolve the crisis. Parent(s) agree to meet any additional expenses as may be required by such counseling. To the extent that family counseling to handle the crisis does not succeed, and disruption or dissolution is necessary, (1) if the child(ren) are in the receiving country at the time of the dissolution or disruption, the Parent(s) hereby consent to the removal of the child(ren) by appropriate government authorities to provide protection and service to the child(ren) and shall honor without contest the decision(s) of such authorities in the matter. Parent(s) agree to cover the costs of temporary care for the child(ren) until they can be re-placed in a permanent home. (2) If the child(ren) are still in the country of origin at the time of dissolution or disruption, both PAA and the Parent(s) shall defer to and cooperate without restraint with US Child Welfare Authorities. The Parent(s) agree to cooperate with this re-placement process to the greatest extent possible. While

acknowledging PAA has no legal standing in cases of dissolution, and may have little legal standing in cases of disruption of inter-country adoptions, the Parent(s) specifically agree to grant PAA the right to participate in any proceeding relating to a new placement of the child(ren) in the USA. Though PAA stands ready to assist in the best interests of the child and may facilitate temporary placement or re-placement, PAA has and shall assume no obligation to locate alternative placements, respite care, foster care, nor any related service. PAA may participate in finding temporary care for the child and alternative placement for the child only when doing so is a protective measure for the child because the placement is no longer in the child's best interests, and in doing so PAA will consider the child's wishes, age, length of time in the receiving country, and other pertinent factors before suggesting any alternative placement. Costs for temporary care and fees involved with finding an alternative placement when necessary are the sole responsibility of the Parent(s) with whom the child was originally placed. The Parent(s) may NOT arrange for return of their adopted Child(ren) to the country of origin without express permission and guidance from PAA. In cases of disruption, PAA will notify the US Secretary of State and the Central Authority in the receiving country within 3 business days of learning of the disruption. The child may not be returned to the country of origin unless it is determined by the US Secretary of State or the Central Authority in the receiving country that returning the child to the country of origin is in the child's best interests.

- b. Care of their adopted child(ren) is the sole responsibility of the Parent(s). In the event a disruption occurs prior to the issuance of a final decree of adoption, either in the Central Authority in the Parent(s) country of residence or the USA, the Parent(s) shall immediately notify PAA of such. Recognizing PAA has limited resources, particularly in foreign countries, PAA may offer or arrange for counseling and assistance, the expense for which will be the sole responsibility of the Parent(s). If the disruption or dissolution occurs while in the receiving country, the handling of such will be determined by officials of the receiving country.

C. C. Liability and Responsibility of Parent(s):

Parent(s) understand that a final decree of adoption is legal and binding. Parent(s) further understand that their parental obligation will not be diminished by difficulties inherent to international or domestic adoption. Parent(s) agree to hold PAA, all agency staff, and agency affiliates blameless for any outcome, for any placement, denial/cancellation/failure/disruption of placement, and any related outcome or decision the agency may make or that may occur. Parent(s) further acknowledge that PAA has no responsibility financially or otherwise toward Parent(s) adopted child(ren) in the event of any disability, impairment, condition, issue, and/or illness and agree to hold PAA harmless should any impairment, disability, condition, illness, or issue be present currently or arise in the future.

Fortunately, dissolutions and/or disruptions of inter-country adoptions do not commonly occur, but that they do occur requires mention of such in this Agreement. In cases where a decree of adoption was issued in the United States, whether the Parent(s) were present at the legal proceeding or by legal proxy, the Parent(s) have full liability and responsibility for meeting the needs of their adopted children the same as if they were their biological offspring. Parent(s) are not at liberty to shun these responsibilities if things do not work out as they had anticipated. For Parent(s) to abandon their adopted children at any point prior to the child(ren) obtaining his/her

majority or the involvement of legal proceedings where the legal rights of the Parent(s) are ended, may invoke the same criminal penalties as abandonment of biological offspring.

Disruption occurs between the time the Parent(s) assume physical care of their child(ren) until a legal adoption decree (either foreign or domestic) is issued. In the event of a disruption, PAA's Executive Director, Social Worker, or supervised provider meets with the child and family, in person or by phone, to provide counseling and support to determine if the placement can remain intact. In the course of providing this counseling/support it may be recommended to seek help from additional providers (i.e., psychologists, physicians, occupational therapists, etc.) as necessary. If it is determined that the placement is no longer in the best interest of the child, PAA will take appropriate steps in coordination with the Foreign Central Authority and the US Department of State to make arrangements for the return of the child or facilitate an appropriate alternative placement for the child. Any costs incurred in the process of a disruption will be the sole responsibility of the family the child was originally placed with.

Dissolution occurs after a legal decree of adoption (foreign or domestic) has been issued and it is determined the placement can no longer continue/is not in the best interest of the child(ren). In the event of dissolution, PAA cannot and will not take on the responsibility of providing alternate care, foster care, or similar in situations where the Parent(s), for whatever reason, determine they will not continue with the adoption(s). The Parent(s) understand and accept the responsibilities and liabilities assumed in adoption and agree not to present expectations upon PAA for alternate care of their child(ren).

VI. Travel:

Please be advised that your stay in the US can be up to 2 months or longer depending on the requirements of your case. We suggest that you plan accordingly by applying for a United States B2 travel visa, which in most instances, is valid for up to six months.

PAA does not provide for or arrange travel for Parent(s). Parent(s) understand that all arrangements and changes to travel are the sole responsibility of the Parent(s), and PAA will not be responsible for any rescheduling due to changes, errors, or omission. Irrespective of whether PAA or our partnering agency makes reservations on behalf of the Parent(s), the Parent(s) hereby assume all obligations to pay any and all expenses related to travel, including, without limitation, airfare, lodging, transportation and meals and further hereby agree to make such payments to travel agents, airlines, hotels, restaurants, and other providers as applicable.

The 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.

The Parent(s) agree to hold PAA harmless for the cost of all travel expenses incurred for any reason whatsoever. PAA hereby disclaims liability to the Parent(s) for any and all travel, occurrences during travel, adverse reactions to any immunizations, medical treatment, accidents, loss or other incidents related to their adoption or adoption travel.

VII. Agreement to be Unconditionally Responsible for the Child(ren):

At the completion of the child(ren)'s adoption, the Parent(s) are solely responsible for the care and treatment of the child(ren). The Parent(s) acknowledge that not every impairment or condition is or can

be identifiable or observable at the time the child(ren) is identified for adoption. The Parent(s) have reviewed the *Statement of Risk in Inter-country Adoption and Waiver of Liability* accompanying this contract and are aware of the risks inherent in the international adoption process.

Parent(s) represent and warrant that they are of sound mental and physical health, are not subject to any physical or mental condition or illness, and are not taking any medication or other substance that would in any way inhibit or impair their ability to parent or to make an informed and rational decision to adopt the child(ren), and are without undue influence from any other person or party. Parent(s) further acknowledge that PAA has no responsibility financial or otherwise toward Parent(s) or child(ren) in the event of any disability, impairment, condition, issue, and/or illness and agree to hold PAA harmless should any impairment, disability, condition, illness, or issue be present currently or arise in the future.

VIII. Legal Effect of Foreign Adoption:

Upon the completion of court and/or administrative proceedings necessary for the adoption of the child(ren) in either the United States or Parent(s) country of residence, the 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 Parent(s) country of residence. The 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 Parent(s).

IX. Refund Policy as Stated in *Schedule A* of this Agreement:

I/We have read and understand the Fee Agreement and Fee Schedule (*Schedule A*) for International Adoption Programs in its entirety and agree to comply with the stated terms and conditions. I/We agree to pay our fees in a timely fashion. I/We understand that all monies paid to PAA is paid in stages and thus are non-refundable in accordance with the attached Fee Agreement and Fee Schedule (*Schedule A*). All other fees paid by adopting families to 3rd parties are non-refundable, this includes but is not limited to child care expenses, travel fees, foreign fees, legal fees, US Passport fees, or any other fees paid to other adoption professionals in connection with an adoption placement.

X. 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 instance upon the strict performance of any of the terms of provisions of this Agreement by any other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect. Notwithstanding any rule of construction or statute to the contrary, this Agreement shall not be construed against the drafter.

XI. 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 Nevada, and the laws of the United States of America, without resort to its or their conflicts of laws or principles regardless of the jurisdiction in which an action is

initiated. The parties hereto agree that the State of Nevada, Clark County, is a convenient location and the appropriate location for an arbitration of any dispute under this Agreement. To the extent any matter is not governed by arbitration, the parties further agree that the District Court of Nevada, Clark County and the United States District Court, District of Clark County, are the exclusive venues for the resolution of any disputes arising under or relating to this Agreement. The parties consent to personal jurisdiction in these jurisdictions and expressly agree that service of process shall be deemed to be sufficient if original process is sent via any method of evidencing receipt to the last known address of the party.

XII. Termination:

PAA retains the right to terminate this Agreement effective immediately upon written notice if it learns that any of the information that the Parent(s) provided to PAA or the home study provider or social worker who completed or approved the home study is false, materially misleading, or changed substantially since the home study report was approved. PAA retains absolute discretion to terminate the Agreement upon learning of the false or misleading information the Parent(s). Changed circumstances that may constitute cause for termination include, without limitation, (i) loss of income such that the Parent(s) are unable to afford another dependent or the cost of adoption; (ii) health of one or both Parent(s) would place the secure future of the child in jeopardy; (iii) arrest for criminal charges without proof of rehabilitation; (iv) change in home location or condition such that the housing becomes unsuitable for the safety and well-being of the child; (v) psychiatric sickness of the Parent(s), or other mental, physical, or emotional instability without proof of rehabilitation that could place the child in jeopardy; (vi) alcoholism, drug addiction or other substance abuse without proof of rehabilitation; (vii) child abuse, spouse abuse, or child molestation complaint filed against one or both of the Parent(s); (viii) marital discord, including, without limitation, divorce or separation of the Parent(s); (ix) non-compliance with Hague standards or Agency policies as outlined in this Agreement.

To the extent PAA has reason to believe that representation of the Parent(s) does not serve the best interest of a child, PAA retains the right to terminate this Agreement at its sole discretion.

XIII. Limitation of Liability:

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

XIV. Waiver of Jury Trial or Mandatory Binding Arbitration:

- A. The Parent(s) hereby waive their right to trial by jury in any action, suit, or proceeding arising under this Agreement, or relating to the services provided under this Agreement. If agreed to by both parties, subject to the exceptions set forth below, any controversy, dispute, or claim arising out of or relating to this Agreement, or the breach thereof shall be resolved by mandatory binding arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This means that by executing this agreement, each party hereto is waiving its respective rights to assert or defend any dispute under the Agreement at a court hearing, and further waives the right to resolution of such dispute by a judge or by a jury trial.
- B. The following are the sole exceptions to paragraph (a) above:

1. Matters in dispute with a value of \$500 or less may be heard by the Small Claims Court Division of Clark County, Nevada District Court.
 2. To the extent the Parent(s) fail to honor the post-placement/post-adoption obligations set forth above, PAA may pursue all legal action necessary to force compliance with the post-placement requirements, including, without limitation, an action for specific performance or injunctive relief in the Clark County, Nevada District Court.
- C. All disputes heard in arbitration will be resolved by neutral arbitrator. You are entitled to a fair hearing, but the arbitration procedures are generally simpler and more limited than rules of court. However, **arbitrator decisions are as enforceable as any court order and are subject to very limited review by a court.** Each party will have an equal voice in selecting the arbitrator(s) proposed by the AAA and will split fees and costs incurred evenly. To the extent the controversy referred to the AAA for arbitration can be considered on an expedited basis and or any dispute and/or hearing can be held without an in-person hearing (i.e., by telephone, by written memoranda, or otherwise), the parties hereby consent to implement such rules.

XV. Fairness:

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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. Entire Understanding:

This Agreement with the attachments duly signed 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 and that the parties have not entered into this Agreement in reliance upon any provision or understanding not expressly contained herein.

XX. Independent Legal Advice:

PAA encourages the Parent(s) to retain independent legal counsel both for the review of this Agreement and its Attachments. Parent(s) should consult their Central Authority to determine what, if any, steps are required in their country of residence for recognitions of the foreign adoption decree. Parent(s) agree to complete such requirements, if any, in a timely fashion. Further, as an inter-country adoption agency, it is the primary responsibility of PAA to find families for children, not children for families. PAA represents the best interest of the child at all times. To the extent that the Parent(s) determine that a conflict of interest with these goals should arise, PAA will notify the Parent(s) thereof, and the Parent(s) understand that they may consult with independent legal counsel at their own expense.

Adoptive Parent Name Date

Adoptive Parent Name Date

Adoptive Parent Signature

Adoptive Parent Signature

Agency Representative Signature

Date

Adoption Resource List

Books:

- ❖ *Adopting the Hurt Child* by Gregory Keck and Regina Kupecky
- ❖ *Adopting the Older Child* by Claudia Jewett
- ❖ *Adoption Healing. . . A Path to Recovery* by Joe Soll
- ❖ *An Insider's Guide to International Adoption* by Marcia Vaughn
- ❖ *Attaching in Adoption: Practical Tools for Today's Parents* by Deborah D. Gray.
- ❖ *Attachment, Trauma and Healing: Understanding and Treating Attachment Disorder in Children and Families* by Terry M. Levy and Michael Orlans
- ❖ *Beyond Consequences, Logic, and Control* by Heather Forbes and B. Brian Post
- ❖ *Brainstorm* by Daniel Siegel
- ❖ *Building the Bonds of Attachment* by Daniel Hughes
- ❖ *Cross Cultural Adoptions* by Caryn Abramowitz
- ❖ *Does Anybody Else Look Like Me?: A Parent's Guide to Raising Multiracial Children* by Donna Jackson Nakazawa.
- ❖ *Fetal Alcohol Syndrome: A Guide For Families and Communities* by Ann Pykowicz Streissguth
- ❖ *Growing Girls: The Mother of All Adventures* by Jeanne Marie Laskas.
- ❖ *I Don't Have Your Eyes* (a children's picture book) by Carrie A. Kitze.
- ❖ *Lifebooks: Creating a Treasure for the Adopted Child* by Beth O'Malley.
- ❖ *Parenting from the Inside Out* by Daniel Siegel
- ❖ *Parenting Other People's Children: Understanding and Repairing Reactive Attachment Disorder* by John L. Stoller.
- ❖ *Parenting Your Internationally Adopted Child* by Patty Cogen
- ❖ *Raising a Sensory Smart Child: The Definitive Handbook for Helping Your Child with Sensory Integration Issues* by Lindsey Biel.
- ❖ *Recognizing and Managing Children With Fetal Alcohol Syndrome/Fetal Alcohol Effects: A Guidebook* by Brenda McCreight, Ph.D.
- ❖ *Risk and Promise: A Handbook for Parents Adopting a Child From Overseas* by Ira Chasnoff
- ❖ *The Connected Child: Bring Hope and Healing to Your Adoptive Family* by Karyn B. Purvis, David R. Cross, and Wendy Lyons Sunshine.
- ❖ *The Out-of-Sync Child: Recognizing and Coping with Sensory Processing Disorder* by Carol Stock Kranowitz.
- ❖ *The Post Adoption Blues* by Karen Foli
- ❖ *The Sensory Sensitive Child: Practical Solutions for Out-of-Bounds Behavior* by Karen A. Smith and Karen R. Gouze
- ❖ *The Waiting Child: How the Faith and Love of One Orphan Saved the Life of Another* by Cindy Champnella. An incredible true story, honestly depicting the love, loss, suffering, healing and hope that come together in older child adoption.
- ❖ *The Whole-Brained Child* by Daniel Siegel
- ❖ *Toddler Adoption: A Weaver's Craft* by Mary Hopkins-Best
- ❖ *Treating Attachment Disorders: From Theory to Therapy* by Karl Heinz Brisch, translated by Kenneth Kronenberg
- ❖ *Twenty Things Adopted Kids Wish Their Adoptive Parents Knew* by Sherrie Eldridge.

- ❖ *We See the Moon* by Carrie A. Kitze. This story allows children to express their questions to, and love for, their birthparents.
- ❖ *When Love Is Not Enough* by Nancy Thomas

Websites:

- ❖ <https://www.utahadopt.org/support-resources/adoptive-family-resource-library>
- ❖ <http://empoweredtoconnect.org/topics/attachment/>
- ❖ <http://www lovewithoutboundaries.com/>
- ❖ <http://radkid.org/index.html>
- ❖ <http://www.attachment.org/>
- ❖ <https://heartofthematterededucation.com/index.php/en/>
- ❖ *Trust Based Parenting Creating Lasting Changes in Your Child's Behavior* by the TCU Institute (<http://child.tcu.edu/>).
- ❖ *Adoptive Families* magazine www.adoptivefamilies.com.
- ❖ Online courses through Adoption Learning Partners (www.adoptionlearningpartners.org). Our favorites include “Let’s Talk Adoption,” and “The Journey of Attachment.”
- ❖ “Conspicuous Families” course at www.adoptionlearningpartners.org.

Funding/Grants

- ❖ <http://www.lifesongfororphans.org/adoption-funding/adoption-grants/>
- ❖ <http://fundyouradoption.tv/adoption-grants/>
- ❖ http://www.myadoptionadvisor.com/th_gallery/how-to-afford-adoption/
- ❖ <http://giftofadoption.org/>
- ❖ <https://creatingafamily.org/adoption-category/9-ways-an-average-person-pays-for-adoption/>
- ❖ <http://fundyouradoption.org/adoption-grants/>
- ❖ <https://www.adoptivefamilies.com/how-to-adopt/financing-adoption-creative-fundraisers/>
- ❖ <http://www.laurencasper.com/2012/11/19/lets-talk-money-how-to-pay-for-an-adoption/>

Premier Adoption Agency does not have any corporate or financial arrangements or any family relationships with such recommended vendors/resources.