



## **Adoption Services Agreement**

THIS AGREEMENT is made as of \_\_\_\_\_ by and between \_\_\_\_\_, currently of \_\_\_\_\_ (hereinafter referred to as "CLIENT" or Prospective Adoptive Parent(s) or "PAP") and WORLD LINKS ASSOCIATION, INC., a Pennsylvania non-profit corporation with its principal place of business at 418 Jefferson Avenue, Scranton, PA 18510 (hereinafter referred to as "CONTRACTOR").

### WITNESSETH:

WHEREAS, the CLIENT has expressed an interest in adopting one child by engaging in international adoption, submitted an application, and has provided preliminary personal background information sufficient to qualify as Prospective Adoptive Parent(s) for international adoption, and has consulted the CONTRACTOR regarding the aforementioned; and

WHEREAS, the CONTRACTOR is an entity licensed and accredited to provide intercountry adoption services and has provided to the CLIENT a description of the process, associated services, expenses and the risks of adopting a child or children from a foreign country; and

WHEREAS, the parties hereto desire to reduce to writing their understandings and agreements concerning the services to be provided by the CONTRACTOR to the CLIENT and the payments to be made by the CLIENT to the CONTRACTOR and the duties and responsibilities of each party to the other in order to accomplish the adoption of a child.

NOW THEREFORE, the parties hereto, each intending to be legally bound hereby, agree as follows:

1. This Agreement shall be initiated by all required signatures within 12 months from the above stated date and shall continue in effect until the outlined services are provided, or until either party terminates the Agreement by written notice to the other, as herein provided.
2. If the Agreement is not initiated within 12 months from the above stated date, a new Agreement must be provided and initiated.
3. The CLIENT hereby engages the CONTRACTOR to assist the CLIENT with an intercountry adoption of a child and the CONTRACTOR agrees to assist the CLIENT in said process.
4. For and in consideration of the services to be provided by the CONTRACTOR to the CLIENT, the CLIENT agrees to pay the CONTRACTOR as described in Addendum A. These payments are to compensate the CONTRACTOR for services as described in this Agreement, but any additional or extraordinary services that the CLIENT may request or require, and that the CONTRACTOR agrees to provide, shall be paid for in addition to, and as may be agreed upon separately by the parties in a written agreement, and the CLIENT shall also be responsible for all expenses and costs as provided for in Addendum A.
5. Pursuant to the foregoing, CONTRACTOR shall do the following:
  - a. Orient the CLIENT as to the intercountry adoption process;

- b. Assist the CLIENT with meeting local, State and USCIS requirements, as well as all requirements of the country of adoption;
  - c. Process for the CLIENT the outlined legal documentation required to accomplish an intercountry adoption;
  - d. Identify for the CLIENT a child for adoption, if the Central Authority of the country of origin allows so;
  - e. Review CLIENT's existing home study, and, if possible, perform or obtain a background study and report on a child;
  - f. Make non-judicial determination of a child's best interests and of the appropriateness of an adoptive placement;
  - g. Advise the CLIENT as to travel arrangements to and in the country of adoption;
  - h. Assist in obtaining CLIENT'S visas;
  - i. Transfer the CLIENT's dossier and accompanying paperwork to the appropriate foreign authorities;
  - j. Coordinate child's immigration procedures and documents;
  - k. Monitor the case after a child has been placed with the CLIENT;
  - l. Subject to the terms of this Agreement, and its addendums and attachments, make a reasonable effort to provide CLIENT with information regarding the health and welfare of the child or children as it becomes available within the laws of the country of adoption;
  - m. Review and approve Post Adoption Reports provided by the CLIENT'S home study agency (if the Home Study is not done by the Contractor), and submit said written Post Adoption Reports to the appropriate entity in the country of adoption in accordance with that country's rules and regulations on Post Adoption Reports;
  - n. Provide the following post adoption services for the CLIENT upon the child's arrival in the US: assistance in acquiring proof of citizenship for the adopted minor, child registration and assistance in obtaining a social security number for the adopted child;
  - o. Provide Post-Adoption and/or Post-Placement reporting in any situation, as long as it remains feasible.
6. The CLIENT agrees to be solely responsible for all expenses in regard to the adoption process.
  7. The CLIENT understands and acknowledges the duty to disclose any and all information in regards to any arrests, convictions or other adverse criminal history, physical, mental or emotional health issues or behavioral issues, of new events of information warranting submission of an updated or amended home study, specifically including the ongoing duty of candor.
  8. The CLIENT agrees that adoptive parents must follow all applicable adoption laws.
  9. The CLIENT agrees to cooperate fully in meeting the scheduling arrangements made by the CONTRACTOR and agrees that the CONTRACTOR is not liable for any scheduling problems that arise from factors beyond the immediate control of the CONTRACTOR.
  10. The CLIENT understands and agrees that all times and schedules are estimated and not exact and CONTRACTOR is not responsible for delays or costs associated with delays in the adoption process.
  11. The CLIENT hereby acknowledges that children being adopted through an orphanage or institution may have medical problems and/or developmental delay or behavioral, emotional or social problems. These problems may not be obvious and may develop over time as the adoptive

child gets older and the CLIENT specifically accepts and assumes this risk of medical problems and/or developmental delay or behavioral, emotional or social problems. To assist in managing this risk, CLIENT understands that the CLIENT can hire, at CLIENT's sole expense, medically licensed doctors in the country of adoption or in the United States to either examine the child or children and/or to review medical records of the child or children.

12. The CLIENT hereby acknowledges that if the CLIENT does not choose to have an independent medical evaluation or does not otherwise satisfy themselves concerning the medical information about the prospective adoptee then the CLIENT is intelligently and knowingly waiving these rights and CONTRACTOR shall have no duties or responsibilities in regard to arranging any independent medical evaluations.
13. The CLIENT hereby acknowledges that the CONTRACTOR has not made and is not making any representation or warranty concerning the medical or mental condition of any prospective adoptee and the CLIENT hereby releases, indemnifies and holds harmless the CONTRACTOR from any claim or claims that may arise out of any medical, mental, developmental, physical, emotional, social or any other condition of any child or children adopted.
14. The CLIENT agrees to be solely responsible for any and all final decisions regarding the adoption including, but not limited to, the final adoption decision on a specific child. The CLIENT further understands and agrees to express relevant decision in writing and within two weeks from the date of transmission of the referral.
15. The CLIENT understands and agrees that the CONTRACTOR does not guarantee the outcome of any court hearing and the CLIENT assumes the risk of an adverse result and the CLIENT is responsible for all appeal costs and legal fees should there be an adverse result in any court hearing or decision.
16. The CLIENT will be responsible for deciding whether or not to appeal an adverse court decision and CLIENT will be responsible to pay for all costs and legal fees and all other expenses involved in such an appeal. Appeal process is not a part of this Agreement.
17. The CLIENT understands that the country of adoption is a sovereign nation and could impose changes that affect any aspect of the adoption process or any aspect of Post Adoption registration, supervision, or reporting. The CLIENT agrees to comply with any changes in laws, rules or regulations even if said changes are more burdensome or costly to the CLIENT.
18. The CLIENT agrees that the CONTRACTOR provided ample information about, and has fully reviewed and explained adoption laws, rules, and regulations, and the undersigned acknowledges to have a full understanding of adoption laws, rules, and regulations.
19. The CLIENT agrees to provide ample opportunity for monitoring of the adoptive minor's education and living conditions, according to the requirements set by the child's country of origin, and further agrees to comply with the appropriate policy of World Links and the Country of Adoption, and acknowledges that said requirements may change from time to time.
20. The CLIENT agrees to complete the Post-Adoption Reports and/or Post-Placement Reports as required by the adoption authorities of the Country of Adoption and understands this may present additional costs, and agrees to bear such costs.
21. The CLIENT agrees to complete adopted child's or children's registration with the consular authorities of the country of origin in accordance with the laws, rules, and regulations of the country of origin.

22. The CLIENT agrees to promptly inform World Links with any changes in home address or telephone numbers for the time period required by the Country of Adoption's adoption laws, rules and regulations.
23. The CLIENT understands and agrees that in order to make this adoption complete, CLIENT's dossier documents must be presented to the authorities of the Country of Origin for review and approval and that World Links will provide assistance with the necessary steps to prepare the parental dossier for presentation.
24. The CLIENT understands and agrees that once the parental dossier has been presented to the appropriate governmental entity of the Country of Origin it may not be possible to accurately determine the length of time it may take until a referral and a court date are assigned.
25. The CLIENT understands and agrees that once the parental dossier has been presented to the appropriate governmental entity it may not be possible to accurately determine which government office may be reviewing the documents at any time.
26. The CLIENT understands and agrees that all contacts with adoptive country officials, representatives and/or attorneys shall be made exclusively by World Links.
27. The CLIENT understands and agrees not to hold World Links responsible for any misinformation or misinterpretation regarding the CLIENT's adoption or concurrent adoptions which the CLIENT may be subjected to via persons, organizations, newspaper articles, internet, etc., that has not been confirmed directly by World Links.
28. The CLIENT understands and agrees that World Links will keep the CLIENT informed of any and all information regarding the case that is made available to World Links when and if it is made available.
29. The CLIENT understands and agrees that availability and reliability of medical information on any prospective adoptive child may vary, and will not always be complete or accurate. The CLIENT further understands that World Links only transmits medical and social history of the child and relies on the information provided by the foreign officials and agrees to indemnify World Links from any and all consequences directly or indirectly related to the aforementioned medical information.
30. The CLIENT understands and agrees that many medical tests for children are unreliable at best; some tests have a built-in timed-delay factor or exhibit a false-negative, or a false-positive response. The medical and/or social status of the child referred by the foreign entity is based upon available information. The CLIENT further understands that medical systems throughout the world vary in both technical proficiency and evaluation criteria, thus providing a possibility for disparity in the accuracy of medical diagnosis, which can be neither guaranteed nor discounted in any way.
31. The CLIENT understands and agrees that prior to acceptance of the referral, the CLIENT had an opportunity to discuss any medical and social risks with World Links, and the opportunity to independently research the medical and social risk factors of international adoptions, including the characteristics of high risk and/or unknown birth parents, and accepts full responsibility for the decision. The CLIENT understands and agrees that the CLIENT may also consult any medical professional of choice, realizing that the employees of World Links are not licensed medical personnel.
32. The CLIENT understands and agrees that in certain circumstances the CLIENT may take a child to a doctor in a foreign country, independent Embassy doctor, or the doctor used by a foreign program, institution, or entity.

33. The CLIENT understands and agrees that although World Links makes every effort to match families with the desired placement programs, occasionally a foreign program will close due to circumstances beyond World Links' control, or an individual adoption may be halted or discontinued. In that event, the CLIENT shall be placed with an alternative program or and alternative adoption placement. The CLIENT is willing to accept alternative programs and/or alternative adoption placements, in the event that the intended program or an individual becomes unavailable.
34. The CLIENT understands and agrees that the term adoption "disruption" is used to describe an adoption process that ends after the Child is placed in an adoptive home and *before* the adoption is legally finalized, resulting in the Child's placement in a second adoptive home or entry into foster care. The term adoption "dissolution" is used to describe an adoption process that ends after the Child is placed in an adoptive home and *after* the adoption is legally finalized, resulting in the child's placement in a second adoptive home or entry into foster care.
35. The CLIENT understands and agrees that in the event the CLIENT is in crisis and seeking to disrupt the placement or dissolve the adoption, World Links shall provide or arrange counseling depending on the location and needs of the family and the child. If counseling does not succeed in resolving the crisis and the CLIENT wishes to disrupt the placement or dissolve the adoption, or World Links deems that the Child must be removed based on the best interests of the Child, the Child may be removed from the home.
36. The CLIENT understands and agrees that in the event of disruption or dissolution, the CLIENT shall retain legal custody until transfer of custody is made; the CLIENT shall have legal and financial responsibility for the transfer of custody in the case of impending disruption or dissolution. The CLIENT shall also retain physical custody of the Child, unless the Child is involuntarily removed or other arrangements are made. The CLIENT shall, at all times, retain legal and financial responsibility for the Child and the Child's care until deemed otherwise by the judicial system.
37. The CLIENT understands and agrees that if the Child is involuntarily removed from the CLIENT, the Department of Children's Services ("DCS") that removed the Child will have legal and physical custody of the Child and will make all decisions regarding what is in the best interests of the Child as it deems necessary.
38. The CLIENT understands and agrees that in the event of disruption or dissolution, World Links may place the Child with a second family and, if a new family is not available, may place the Child in the care of a supervised or exempted provider, private temporary placement agency, or the Children's services department in Parent(s) state of residence.
39. The CLIENT understands and agrees that in the event of disruption or dissolution, Parent(s) agree to allow World Links to find appropriate placement for the Child in the United States, and that World Links will not return the Child to the sending country unless it is in the Child's best interests and as a last resort. World Links will consider the Child's wishes, length of time in the United States, and other pertinent factors in making a determination of the Child's best interests. If age appropriate, World Links will ask the Child for his or her input regarding returning to his or her country of origin. The Central Authority, both domestic and foreign, will be notified in writing when World Links determines that it is in the Child's best interest to return to his or her country of origin. World Links will send the Central Authority, both domestic and foreign, a written determination, which sets forth the reasons for the determination and request a written approval if the respective Central Authorities approve of the Child's return. Returning a child to his or her country of origin will only be considered as a last resort.

40. The CLIENT understands and agrees that in the event it is deemed necessary that the Child returns to his or her country of origin, the CLIENT agrees that they are financially responsible for the Child's transportation, care, and any legal fees. Further, the CLIENT will be required to submit all completed post-placement or post-adoption reports both to World Links and the foreign country.
41. The CLIENT understands and agrees that Post-Adoption and/or Post-Placement reports are a vital component of the process and will fulfill all obligations for the provision of such, regardless of any impediments.
42. The CONTRACTOR understands and agrees to follow the established process and fulfill the requirements for Post-Adoption and/or Post-Placement report provision, even in the event of disruption or dissolution.
43. The CLIENT understands and agrees to assume full financial responsibility for any and all aforementioned services, or any additional services that may be required and provided to meet the child's needs. The CLIENT further understands and agrees to assume full financial responsibility for placing a child in another adoptive home, or in foster care, and any and all requirements of the local, state, federal and foreign country regarding the disposition of the child.
44. The CLIENT understands and agrees to bear sole responsibility for disruption and/or dissolution of adoption, and indemnifies and holds harmless World Links, its employees, agents, volunteers, Board of Directors and all other, if any, affiliated and associated entities, for any diseases or conditions that have, or have not, been a factor.
45. The CLIENT understands and agrees to be in compliance with the USCIS requirements for international adoptions and keep the Immigration Approval I-800A or I-600A current at all the time during the adoption process (until the finalization of adoption).
46. The CLIENT understands that a case may take longer to process in the foreign court than was predicted. Therefore, a child at the time of arrival could be older than was expected when the referral was originally accepted. Because permanency planning for a child is involved, and as the adoption laws of other countries may vary, the CLIENT will not refuse to accept the child following foreign court approval, based on an older age than was anticipated.
47. THE CLIENT UNDERSTANDS THAT INTERCOUNTRY ADOPTIONS ARE UNPREDICTABLE. There can be no assurances or guarantees on the health of any child or of the successful completion of an adoption, and World Links is not legally responsible to the Adoptive Parent if for any reason the Adoptive Parent does not complete the adoption due to events, representatives, courts, or any other reason in the country of adoption. For example, the possibility always exists that the adoption process could be delayed or discontinued by the sending country. In addition, the adoption may be discontinued if the adoption is for any reason not approved by the local courts or other licensing or investigating body or bodies of the sending country. In the event the adoption is not completed for any reason, the Adoptive Parent understands that the fees already paid by the Adoptive Parent to the foreign coordinators or other officials in the foreign country are not refundable. World Links' refund policy is explained in the Agreement signed by the Adoptive Parents.
48. The CLIENT understands and agrees that in the event that the Post Adoption Report cannot be completed on a timely basis by the original Post Adoption Agency, it will be CLIENT's responsibility to have the Report(s) completed by another Post Adoption Agency at the CLIENT's sole expense. The CLIENT agrees to comply with any changes in laws, regulations or rules, either domestic or international, even if said changes are more burdensome or costly than at the time of the execution of this Commitment.

49. The CONTRACTOR may terminate this Agreement with a written notice to the CLIENT if the CLIENT does not reasonably cooperate, or if the CONTRACTOR determines that the intended adoption is not in the best interests of the child. In such event, the CLIENT shall be responsible for all fees earned by the CONTRACTOR to the date of termination plus any and all unreimbursed costs, additional costs and expenses owed to the CONTRACTOR by the CLIENT.
50. The CLIENT understands and agrees that this Agreement is made between the CLIENT and the CONTRACTOR solely and the CLIENT hereby acknowledges that the CONTRACTOR is not responsible for making travel arrangements, assisting with visas, acquiring an invitation, etc. for persons who may be traveling with the CLIENT.
51. The CLIENT understands and agrees that all costs of travel and accommodations are solely the responsibility of the CLIENT and the CLIENT hereby indemnifies and holds harmless the CONTRACTOR for any claims relating to injuries or theft suffered by the CLIENT or anyone traveling with the CLIENT and the CLIENT hereby specifically waives any such claims against the CONTRACTOR.
52. The CLIENT understands and agrees that the CONTRACTOR is not liable or responsible for any type of consequential damages, punitive damages or claims for emotional distress and in the event of any claims of negligence against the CONTRACTOR the CLIENT's damages shall be strictly limited to the amount of fees paid by the CLIENT to the CONTRACTOR.
53. The CLIENT agrees that the CONTRACTOR shall be entitled to retain all of the fees received should the CLIENT decide not to proceed with the adoption process at any time due to any personal reasons or to not attend the scheduled court hearing for any personal reason or to not adhere to any of the specific guidelines set forth in this Agreement.
54. The CONTRACTOR prohibits its employees and agents from giving money or other considerations directly or indirectly, to a child's parents(s) or other individual(s) or an entity as a payment for the child or as an inducement to release the child and requires the CLIENT to comply with this prohibition. Permitted or required contributions shall not be remitted as payment for the child or as an inducement to release the child (Hague standards 96.36(a)).
55. The CLIENT will, at all times, treat World Links Association, Inc. employees, volunteers, and the personnel of in-country providers and cooperating agencies with respect; prospective adoptive parents will refrain from communicating with such persons in any manner that is threatening, personally derogatory, abusive or profane. Any prospective adoptive parent who fails to meet this standard may be subject to sanction by World Links Association, Inc. Such sanction may include, in the sole judgment and discretion of World Links Association, required counseling or treatment before proceeding with the adoption process, suspension of adoption services, termination of adoption services and of this agreement. When applying any such sanction, World Links Association is not required to resort to the dispute resolution procedure created by this agreement.
56. The CLIENT understands and agrees that the CONTRACTOR does not customarily charge fees and expenses in addition to those outlined in this AGREEMENT and fee schedule, however CONTRACTOR may be required to charge CLIENT additional fees or expenses when CLIENT requires unforeseen additional special services or considerations or when unforeseen additional fees or expenses are incurred. Under either circumstance CONTRACTOR will require and shall only proceed after obtaining a written specific consent of the prospective adoptive parents prior to expending any additional funds in excess of \$1000. CONTRACTOR shall furnish all appropriate receipts.

57. The CLIENT understands and agrees that in the event of any dispute between the parties concerning any provisions of this Agreement, same shall first be submitted to mediation in Lackawanna County, Pennsylvania, and if that mediation does not successfully resolve the matter then the parties agree to arbitrate the dispute in Lackawanna County under the auspices of the American Arbitration Association in accordance with its Arbitration Rules for Adoption Agencies and Related Services Disputes or of another recognized arbitration service agreed to by both parties and such arbitration shall be final and binding and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction and with each party to be responsible for its own fees and expenses.
58. The CLIENT fully understands that the Country of Adoption and World Links are vitally interested in the welfare and development of the child intended for adoption, and because of said concern the Country of Adoption requires that the CLIENT and World Links, fulfill certain responsibilities in regard to Post Adoption Reports. The CLIENT agrees to fully cooperate in the preparation and submission of all Post Adoption Reports required by the laws of the Country of Adoption, and which requirements are imposed on the Adoptive Parents and World Links. Because of these requirements, the CLIENT understands that failure to fully cooperate will compel World Links to report this failure to cooperate to Children and Youth Services of Lackawanna County or to Children and Youth Services of the county in which the CLIENT and the adopted child and family reside, so that a full investigation can be made as it relates to the health and welfare of the adopted child. The CLIENT understands that said investigation by Children and Youth Services could jeopardize the adoption. Further, the CLIENT understands that in order to fulfill its responsibilities to the Country of Adoption World Links reserves the right to file a petition with the appropriate court seeking to compel the CLIENT to fully cooperate in the timely submission of all Post Adoption Reports and for the Registration of an adopted child in the Country of Adoption and the CLIENT agrees to be solely responsible for all of the legal fees and costs of World Links in any such legal proceedings.
59. The CLIENT understands and agrees that World Links is relying on this Agreement in agreeing to handle the adoption and the handling of this adoption by World Links constitutes adequate and sufficient consideration for this Commitment.
60. The CLIENT recognizes and acknowledges that failure to fully cooperate with the Post Adoption Reports requirements could jeopardize the legal standing of World Links in the Country of Adoption and could cause World Links to lose its license, or to have its license suspended in the Country of Adoption. This would be a foreseeable legal consequence of the CLIENT's failure to fulfill all of the Commitments as set forth herein. Accordingly, the CLIENT hereby agrees to indemnify World Links and to hold it harmless from and against all consequential damages World Links may incur by reason of the CLIENT's failure to fulfill any Commitments as herein set forth.
61. The CLIENT understands that there are counseling and other related services available, and agrees to seek such services when needed.
62. The CLIENT understands and agrees that this Agreement shall be interpreted and enforced under the laws of the Commonwealth of Pennsylvania.
63. The CLIENT is solely responsible for the fees and expenses of any lawyer retained by the CLIENT.
64. The CLIENT understands and agrees that this Agreement may be amended or modified only by a written agreement signed by both parties.



- 65. The CLIENT understands and agrees that this Agreement and its addendums and attachments represent the only agreement between the parties and there are no oral agreements or understandings between the parties.
- 66. The CLIENT understands and agrees that in the event that World Links pursues any legal action to enforce compliance with any term of this agreement, World Links shall be entitled to recover all monies whether legal fees, court costs, travel expenses, and all other reasonable expenses associated with enforcing this contract.
- 67. Notwithstanding the foregoing, the CONTRACTOR retains the right to sue for any fees or unreimbursed expenses without having to proceed through mediation or arbitration and the parties consent to the jurisdiction of the District Magistrate in the City of Scranton or the Court of Common Pleas of Lackawanna County.
- 68. The CLIENT acknowledges that this Agreement is being signed voluntarily, without reliance on any other promises or representations.
- 69. The CLIENT acknowledges to have read, understood, and agreed to all terms, and initialed the bottom of each page. The CLIENT has had an opportunity to ask any questions about the meaning of any terms of this Agreement and agrees that it shall be legally binding on the CLIENT in accordance with its terms.

ATTACHED AND MADE PART OF THIS AGREEMENT:

- 1 Statement of Understanding
- 2 Refund Policy
- 3 Addendum A: Fees and Schedules

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals the day and date first above written.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CLIENT

STATE OF \_\_\_\_\_ :

:

COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public, the undersigned Officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

# Statement of Understanding

## 1. Kyrgyz Post Adoption Reporting Requirements

The CLIENT understands and agrees to provide Post Adoption Reports on the following schedule:

REPORT #	DUE BY
First Report	At 6 months after the date of adoption
Second Report	At 12 months after the date of adoption
Third Report	At 24 months after the date of adoption
Fourth Report	At 36 months after the date of adoption

## 2. Referral Conditions

- a. The CLIENT understands that World Links does not and can not guarantee, nor make any promise or assertion as to the accuracy of the medical/emotional/developmental information provided by the foreign adoption officials.
- b. The CLIENT understands that World Links serves as a transmission medium providing to the CLIENT the information as it was provided to World Links.
- c. The CLIENT understands that additional information may be requested, but there is no guarantee that additional information exists.
- d. The CLIENT understands that the information provided may only be shared with qualified medical personnel and only for the reason of making a medical determination with regard to the adoption.
- e. The CLIENT understands and agrees and it is the CLIENT's sole decision to accept or reject a referral and the CLIENT bears sole responsibility for it.

## 3. Travel to Kyrgyzstan

The CLIENT understands that this adoption process requires at least 3 (three) trips to Kyrgyzstan and agrees to adhere to the schedule set forth by Kyrgyzstan.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CLIENT

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

## **REFUND POLICY**

Application Fee	Non-refundable
Homestudy Review Fee (only applicable if an agency other than World Links performed your homestudy)	If your homestudy doesn't pass the initial review, 80% of your Homestudy Review Fee is refundable. If you continue the process further, the entirety of the fee is non-refundable.
CEAS Fee	This fee is imposed by the Center for Excellence in Adoption Services (CEAS) for supervision of the case. This fee is paid to the CEAS and is not refundable.
Agency Fee	<p>If your case wasn't initialized by World Links yet, 100% of your Agency Fee is refundable.</p> <p>If your dossier was started, but not evaluated, 30% of your Agency Fee is refundable.</p> <p>If your dossier was compiled and evaluated, your agency fee is not refundable.</p>
Program Management Fee	<p>If your country specific documents weren't started yet, your Program Fee is 100% refundable.</p> <p>If your country specific documents were started, 30% of your Program Fee is refundable.</p> <p>If your dossier was submitted to the foreign country, your Program Fee is not refundable.</p>
Case Management Fee	<p>If your case wasn't initialized by World Links, 100% of your Case Management Fee is refundable.</p> <p>If your case was initialized and your dossier was submitted to the foreign country, 25% of your Case Management Fee is refundable.</p> <p>If your case was initialized, submitted to the Country of Origin, and your initial court hearing has been scheduled, Case Management Fee is not refundable.</p>
Foreign Fees and Third Party Fees.	All fees paid to foreign entities and third parties are not refundable by World Links.

# ADDENDUM A: Fees and Schedules

As a Hague Accredited Adoption Service Provider and following our Commitment to Transparency World Links is disclosing in writing the following categories of fees and estimated expenses:

## Homestudy Fees

Homestudy Review Fee <small>Homestudy Preparation fee is charged by your Homestudy preparing agency and is not a part of this Agreement.</small>	\$950
---	-------

## Adoption Expenses in the United States

Application Fee	\$250
CEAS Fee <small>Fee charged by CEAS for Monitoring and Oversight of your case.</small>	\$815
Agency Fee <small>includes overhead expenses such rent, agency insurance, office equipment and supplies, accounting fees, legal fees, interest expense, bank charges, parking, repairs, payroll processing fee, payroll taxes, telephone bills, internet, utilities, depreciation on fixed assets, insurance premiums, and compensation to officers, and accreditation expenses.</small>	\$9,900
Case Management Fee <small>includes, but is not limited to postage and shipment, document registration fee, document processing fee, Exempt providers oversight, supervised providers oversight, consultations regarding international adoption process and international adoption in general, including adoptive parents' obligations and rights of the adopted child, education of the prospective adoptive parents regarding different aspects of upbringing of an adopted child, consulting and assistance to prospective adoptive parents in preparing, filling out and submitting of the appropriate documents to the immigration authorities of the United States in order to be approved for international adoption and receive permission for the adopted child to enter the United States, communication with the appropriate US authorities during the process of obtaining the necessary permissions paperwork and with a US Embassy in the country of adoption, consulting services for the prospective adoptive parents regarding compilation and preparation of the adoption documents (henceforth dossier) required to be presented to governing authority of the country of adoption in order to adopt a child, legal examination of the dossier documents, assistance with notarization of documents, legalization of documents, translation of documents, assurance of a timely submission of the home study and dossier to the Central authority of the country of origin, obtaining medical and social background information on referred child and provide it to the prospective adoptive family, consulting a family on known health risks in the region or country of origin where the child resides.</small>	\$11,450
Program Fee <small>includes, but is not limited to: office personnel salaries and wages, staff training and education, pension plan contributions, other employee benefits, website expenses, conference, seminars, meetings, travel expenditures, advertising and promotion, communications and publications costs, dues and subscriptions, archive and storage expenses, Foreign Supervised Providers oversight, preparation of and issuance of a statement regarding whether or not the candidates are qualified to be adoptive parents in accordance with the IAA, UAA, immigration requirements of the United States and the country of adoption, arrangement of seminars and further consulting on legal structure and laws of the country of adoption, consultations on compilation and preparation of the required documents necessary for the homestudy for the prospective adoptive parents.</small>	\$10,450

Apostillization of your documents in the USA	Depends on state; from FREE to \$25 per document.
USCIS approval	\$775, plus \$85 per every household member over the age of 18 for fingerprinting.
FBI clearances	\$20 per apostille and variable rate set by FBI channeler per every household member over 18
State Criminal Clearance	Depends on State
Child Abuse Clearances	Depends on State
Medical Exam	Depends on Doctor
Child's immigration visa	US Embassy charges \$325 per visa
Child's Medical, required by the US Embassy	US Embassy approved clinic chargers from \$90 to \$360 per child for evaluation, varies with age

## Foreign Country Program Expenses

<p><b>Foreign Fee</b></p> <p>Initiation, processing and compiling of a dossier, translation and legalization of the dossier, state fees and expenses, translation and legalization of the referral and all referral related documentation, preparation and submission of petitions, appeals and other documents in the course of the adoption process, keeping correspondence and translation of correspondence into English, representation of the prospective adoptive parents before the Ministry of Social Development, the Municipal authorities, the Court, the Embassy, and other institutions, representation before the Court(s), Communication with, and actions related to the written notification of, all competent entities with regards to the adoption: the Central Authority, the Regional Directorate of Social Assistance, the specialized institution, as well as arranging the contact between the prospective adoptive parents and the child after the prospective adoptive parents have given their consent for the adoption and until the finalization of the adoption procedure. Transportation costs in connection with the adoption procedure. These expenses were determined on the basis of approximately 22 days, of which the first stay comprises 12 days (10 full days of bonding period), and the second stay comprises 3 days (2 full business days for the court hearing), and the third stay comprises 7 days (5 business days for the final taking of the child). This include transportation costs and interpreter's fees, which depend on the remoteness of the child's location. Obtaining a new birth certificate for the adopted child, a court decree, a certificate under the Article 23 of the Hague Convention, an international passport and the respective documents for the purpose of gaining permission for the child to enter and permanently reside in the USA. An appointment for a visa interview, assistance with preparation of the documents for the purposes of obtaining a visa. Compiling, translation and submission of four post-adoption reports in the legally required form. Funds intended for systematically increasing the knowledge and skills of FSP and specialists, working in the field of intercountry adoption, through research and introduction to international practices, organizing and/or participation in national and international forums and other appropriate ways, representation expenditures in relation with meetings between partnering organizations as well as participation in work groups and legislative projects referring to the activity in intercountry adoption. Expenses for maintenance of office and equipment, overhead expenses, office machines, supplies and consumables, accounting, photocopy and courier services, landline and mobile telephone services, internet services: internet access, maintenance of electronic mailboxes, maintenance and subscription to a security system and other technical expenses. Storage, maintenance, archiving, and protection of the confidentiality of the documentation. Office rent, electricity, heating, water, courier services, stationery and equipment in connection with the international adoption procedure, accounting services and audits.</p>	<p><b>\$8,500</b></p>
---	-----------------------

## Expenses incurred in care of the child

<p>At present this category of expenses is not associated with the Kyrgyzstan program.</p>
--

## Translation and document expenses

<p>Translation and document expenses</p>	<p><b>\$3,000</b></p>
--	-----------------------

## Contributions to child welfare service programs in the child's country of origin

<p>You are not required to make donations to child welfare programs, to orphanages or other institutions. You may do so if you choose and your donations will be greatly appreciated.</p>
---

## Fees for Post Placement and Post Adoption reports

<p>Post Adoption Report processing fee is \$300 per report per child.</p> <p><small>Post Adoption Report preparation fee is a separate fee charged by your homestudy agency.</small></p>	<p><b>\$1,200</b></p>
--	-----------------------

## Third Party Fees

<p>Additional third party fees as may be incurred by the CLIENT.</p>
--

## Travel and Accommodations expenses

<p>World Links bases these estimates on the average amounts associated with the minimal required travel and accommodations, and can not account for personal taste and preferences of airlines, hotels, meals, and entertainment.</p>	
<p>Airfare to Kyrgyzstan</p>	<p>~ \$1,200 per person per trip</p>
<p>Accommodations in Bishkek</p>	<p>~ \$200 per room per night</p>
<p>Accommodations in the region</p>	<p>~ \$160 per room per night</p>

# SCHEDULE

The following is a payment schedule detailing stages of your process and the amounts due for services to World Links and foreign providers. Fees paid to the Foreign Supervised Provider working on your case are billed by World Links and wire transferred to the Foreign Supervised Provider in accordance with the requirement of the Hague Convention to minimize the cash transfers in the Country of Origin.

Description	Amount	When	Comment
Application Fee	\$250	with application	check #1
CEAS Fee	\$815	with application	check #2
Agency Fee (part 1)	\$5,000	with signed agreement	check #3
Program Fee (part 1)	\$5,450	with signed agreement	check #4
Homestudy Review	\$950	upon homestudy review	check #5
Case Management Fee (part 1)	\$6,450	upon submission of dossier to WL	check #6
Translation and Documents Expenses	\$3,000	at dossier submission to Kyrgyzstan	check #7
Program Fee (part 2)	\$5,000	upon registration in Kyrgyzstan	check #8
Agency Fee (part 2)	\$4,900	upon registration in Kyrgyzstan	check #9
Foreign Fee (part 1)	\$3,000	upon invitation to travel	check #10
Post Adoption Report Processing Fee	\$1,200	upon acceptance of referral	check #11
Foreign Fee (part 2)	\$3,000	upon court hearing being scheduled	check #12
Case Management Fee (part 2)	\$5,000	upon court hearing being scheduled	check #13
Foreign Fee (part 3)	\$2,500	after court hearing	check #14