

# Christian Family Services of the Midwest, Inc.

**Missouri Office:**  
7140 Wornall Rd., Ste 205  
Kansas City MO 64114

**Main Office:**  
10100 W. 87<sup>th</sup> St., Suite 111  
Overland Park KS 66212  
(913) 383-3337  
(913) 381-2547 (Fax)

**Wyandotte Office:**  
419 E. Morse Avenue  
Bonner Springs KS 66012

## ADOPTION FEES

### For a Christian Family Services Agency Adoption

<b>Application Fee:</b>	Due with completed application	\$200
<b>Required On-Line Adoption Education:</b>	Payment made directly to the educational company. A certificate of completion will be given to you. You will need to give us a copy.	Varies per program course
<b>Home Study Fee:</b>	\$600.00 due when materials returned \$600.00 due after last interview	\$1,200
<b>Home Study Update Fee (For yearly update):</b>	If CFS did original Home Study Due upon completion	\$450
	If CFS did not complete original Home Study and original home study is of sufficient quality to just need an annual update Due upon completion	\$700
<b>Home Study Update Fee (For New Adoption):</b>	Only if original Home Study was completed by CFS \$450 due when materials returned \$450 due after last interview	\$900
<b>Home Study Addendum Fee</b>	Changes to Home Study after completion and no visit required	\$150
<b>Home Study Addendum Fee</b>	Changes to Home Study after completion and visit is required (e.g. move to a new home)	\$300
<b>Home Study Review</b>	Due if your Home Study was completed by another agency/social worker and you want to be added to waiting list	\$250
<b>Activation Fee:</b>	Due upon Home Study approval when added to waiting list	\$500
<b>Match Fee:</b>	Due upon match with birthparent	\$1,500
<b>Placement Fee:</b>	Due upon placement of child (if made by credit card there is a 3% additional fee)	\$13,000
<b>Fee for Interstate Compact Placements (ICPC):</b>	If needed, paperwork completion/submission	\$500
<b>Paternity Testing, if appropriate:</b>	Reimburse Christian Family Services	\$500 estimated
<b>Supervision Fee:</b>	Number of visits will vary depending on state requirements	\$350 per visit
<b>Mileage:</b>	Mileage from Christian Family Services' office	Current IRS rate
<b>Travel Time:</b>	Outside of Kansas City area, due at time incurred	\$20 per hour
<b>Lodging:</b>	Outside of Kansas City area, due at time incurred	Actual Cost
<b>Returned Check:</b>	Must pay with a Cashier's Check	\$30

<b>Criminal Records Check:</b>	FBI fingerprinting and background screening for state living in for every person living in the home who is 18 years old or older	Varies for each state
<b>Child Abuse Screenings:</b>	For each state lived in within the last five years for every person living in the home who is 10 years old or older	Varies for each state

### Additional Fees Adoptive Parents are Responsible For

Legal fees for birthparents: <i>Payable to attorney</i>
Legal fees to finalize adoption: <i>Payable to attorney</i>
Medical fees of birthmother and child not covered by insurance or Medicaid
Approved living expense for birthmother (estimate \$3000-\$5000)

### Other Pertinent Agreements/Terms

1. Please note that you are also responsible for your own travel and lodging expenses to attend orientation meeting, meet the expectant parents, pick up your child, appear at court proceedings, etc. You will also be billed, at the time they are incurred, for any related travel expenses incurred by CFS, including mileage. In 2013 the adoption tax credit was made permanent. Please consult your tax preparer and/or IRS guidelines for the amount and any income restrictions.

2. When the adoptive family does not reside in the metropolitan Kansas City area some of the activities (i.e., Home Study, Post-Placement Services) may have to be done by another licensed entity. In those cases CFS will help you select a qualified agency or person to fulfill those responsibilities and you will be responsible to pay the appropriate rate charged there instead of the CFS rate. There is an additional fee to review and accept this home study.

3. Periodic updates to current home studies may be required. This depends upon any changes in an adoptive applicant's circumstances (i.e., a move) and the length of time to receive a child. Generally, updates are required yearly. Updates will require at a minimum current physicals and current screenings through applicable child abuse registries and criminal record divisions as well as updated financial information.

4. Potential adoptive parents should check their insurance to determine eligibility for coverage of medical expenses involved in adoption. The birthmother may also have private insurance or Medicaid and if so will be asked to use these resources. Amounts not covered by her insurance or the adoptive parents' insurance are the responsibility of the adoptive parents.

5. Often the expectant mom may need financial assistance with her living expenses. If you are selected as the adoptive parents and agree to adopt, you will be expected to assist with those expenses. These will likely be needed prior to an adoptive placement and will not be reimbursed if the adoption does not occur.

We understand we are responsible for services rendered. We agree to submit payment within 30 days of billing unless otherwise stated. We understand our Home Study (and related reports) will not be released until payment is received in full.

\_\_\_\_\_  
Adoptive Father

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adoptive Mother

\_\_\_\_\_  
Date

Fees are subject to change and are non-refundable.

Payments made by cash, check\* credit card or money order. If the placement fee is made by credit card there is a 3% fee added to cover transaction costs.

**\*Check Acceptance Policy:** In the event your check is returned unpaid due to insufficient funds, you authorize your check to be electronically redeposited for the face amount of the check. Recovery fees, as applicable by state law, will be assessed on all returned checks and may be collected, by us or our agent, from your checking account. **By presenting your check for payment for your transaction, you are acknowledging acceptance of our Check Acceptance Policy. If you have any questions concerning our Check Acceptance Policy, please discuss at the time of purchase or payment or you may contact our agent at 1-888-374-3369. Thank you.**

(Please sign both copies of this agreement, return the original to CFS and keep the one marked "Copy" for your records)

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## FINANCIAL AGREEMENT REGARDING ADOPTION FEES Domestic Adoption Services

<b>Domestic Adoption:</b>	❖ Home Study	\$600.00 due when materials returned \$600.00 due after last interview	\$1200
	❖ Required On-Line Adoption Education	Payment made directly to the educational company. A certificate of completion will be given to you. You will need to give us a copy.	Varies per program course
	❖ Rush Charge	For home studies due in less than 8 weeks	\$400
	❖ Court Appearance	Such as Waiver of Consent, Temporary Custody, Finalization, etc.	\$150 per hearing
	❖ Interstate Compact (ICPC)	If needed, paperwork Compilation/Submission	\$500
	❖ Home Study Yearly Update	If original Home Study was completed by Christian Family Services	\$450
	Home Study Yearly Update	If original Home Study was completed by another agency and is of sufficient quality to just need an annual update	\$700
	❖ Home Study Update for new adoption	Only if original Home Study was completed by Christian Family Services \$450 due when materials returned \$450 due after last interview	\$900

Domestic (Continued):	❖ Home Study Addendum	Changes to Home Study after Home Study completed. No visit required	\$150
	Home Study Addendum	Changes to Home Study after Home Study completed. Visit Required	\$300
	❖ Post-placement visit and report	Number of visits will vary depending on state requirements	\$350 per visit
	❖ Birthparent Services for Private Adoption	If needed: Covers Social History, supportive counseling both pre and post adoption, court appearance with birthparent if needed, creation of birth plan for hospital, coordination of services, etc.	\$3500
Mileage:		Mileage from Christian Family Services' office	Current IRS rate
Travel Time:	❖ Outside of Kansas City area	Due at the time incurred	\$20 per hour
Lodging:	❖ Outside of Kansas City area	Due at the time incurred	Actual Cost
Miscellaneous Fees:	❖ Returned checks	Must pay with a Cashier's Check	\$30
	❖ Social Worker Services	As needed	\$100 per hour
	❖ Criminal Records Check	FBI fingerprinting and background screening for state living in for every person living in the home who is 18 years old or older	Varies for each state
	❖ Child Abuse Screenings	For each state lived in within the last five years for every person living in the home who is 10 years old or older	Varies for each state

Periodic updates to home studies may be required. This depends upon any changes in adoptive applicant's circumstances (i.e. a move) and the length of waiting time to receive a child. Generally, updates are required yearly. Updates for current home studies will be an added expense (see above). Updates will also require new physicals and new screenings through Child Abuse Registry and Criminal Record checks as well as updated financial information.

Christian Family Services reserves the right to revise the fee schedule at any time without prior notice or consent. Any services not paid, are subject to the current fee schedule in effect at the time of service.

We understand we are responsible for services rendered. We agree to submit payment within 30 days of billing unless otherwise stated. We understand our Home Study (and related reports) will not be released until payment is received in full.

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Husband

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Date

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Wife

---

Date

Fees are subject to change and are non-refundable.

Payments made by cash, check\*, credit card or money order.

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## FINANCIAL AGREEMENT REGARDING ADOPTION FEES

### International Adoption Services

<b>International Adoption: Hague Compliant</b>	❖ Home Study (96.40 (b)(1))	\$700.00 due when initial application materials returned \$700.00 due after the last interview	\$1400
	❖ Required On-Line Adoption Education	Payment made directly to the educational company. A certificate of completion will be given to you. You will need to give us a copy.	Varies per program course
	❖ Rush Charge	For home studies due in less than 8 weeks	\$400
	❖ Court Appearance	As needed	\$150 per hearing
	❖ Home Study Yearly Update	If original Home Study was completed by Christian Family Services	\$450
	❖ Home Study for new adoption	If original International Home Study was completed by Christian Family Services \$500 due when materials returned \$500 due after last interview	\$1000
	❖ Home Study Addendum	Changes to Home Study after Home Study completed. No visit required	\$150
	❖ Home Study Addendum	Changes to Home Study after Home Study completed. Visit Required	\$300
	❖ Post-placement or post-adoption visit and report (96.40 (b)(7))	As required by country (If additional report(s) required at same visit—i.e., for more than one child placed, separate reports, if required, will be \$200 per additional report)	\$350 per visit
	❖ Additional Documents to be Completed and Notarized	CFS will complete needed supporting documents for countries at the time of the Home Study. For changes or additional documents later, there is a charge.	\$25 per different document

<b>Mileage:</b>	Mileage from CFS office	Due at the time incurred	Current IRS rate
<b>Travel Time:</b>	❖ Outside of Kansas City area	Due at the time incurred	\$20 per hour
<b>Lodging:</b>	❖ Outside of Kansas City area	Due at the time incurred	Actual Cost
<b>Miscellaneous Fees:</b>	❖ Returned checks	Must pay with a Cashier's Check	\$30
	❖ Social Worker Services	As needed	\$100 per hour
	❖ Criminal Records Check	FBI fingerprinting and background screening for state living in for every person living in the home who is 18 years old or older	Varies for each state
	❖ Child Abuse Screenings	For each state lived in since age 18 for every adult in the home and for children age 10 and older	Varies for each state
	❖ Health Exams	Payable to your provider	Varies re co-pay
<b>Anticipated Fees Expected In International Adoptions</b>	❖ U.S. Adoption Expenses (96.40 (b)(2))	Primary Provider Adoption Program Fees, Monitoring and Oversight Fees (they will provide specific info)	Payable to Primary Provider
	❖ Foreign Country Program Fees (96.40 (b)(3))	Includes costs for personnel, administrative overhead, training, education, legal services and communication in foreign country	Payable to Primary Provider
	❖ Care of the Adopted Child (96.40 (b)(4))	Includes care for child in foreign country prior to adoption, e.g. food, clothing, shelter, medical care, foster care, orphanage care, or other services provided directly to the child	Payable to Primary Provider
	❖ Translation & Document Expenses (96.40 (b)(5))	Includes costs for obtaining, translating, or copying records/documents required to complete the adoption, court documents, child's passport, adoption certificate and costs for notarizations and certifications as necessary	Primary Provider will advise who these expenses are payable to
	❖ Contribution to Child's Welfare Program (96.40 (b)(6))	Donation to Orphanage, Birthparent expense in country of adoption (Primary provider will provide information on the intended use of the contribution)	Primary Provider will advise who these expenses are payable to



❖ Third Party Fees (96.40 (c)(1))	Includes fees to Immigration, Dossier related (notary fees, certification or authentication fees), Child Referral Medical Review, Re-Adoption in the U.S.	Amounts vary; payable to providers
❖ Travel Expenses (96.40 (c)(2))	In-country travel, hotels, meals, airfare to and from country of adoption	Amounts vary; payable to providers

Periodic updates to home studies may be required. This depends upon any changes in adoptive applicant's circumstances (i.e. a move) and the length of waiting time to receive a child. Generally, updates are required yearly. Updates for current home studies will be an added expense (see above). Updates will also require new physicals and new screenings through Child Abuse Registry and Criminal Record checks.

Christian Family Services reserves the right to revise the fee schedule at any time without prior notice or consent. Any services not already paid for are subject to the current fee schedule in effect at the time of service.

It is intended that appropriate fees will be collected at the time of service delivery. In the case of the completion of a home study report, a portion will be collected before total completion of the activity as indicated in the home study segment of the above fee schedule. The above published fee schedule clearly states the time that fees are due and payable. There will normally be no provision for deferring payment of fees for services rendered. In those cases where clients request a deferral of payment the CEO will review the request and his/her decision will be final.

The agency, Christian Family Services of the Midwest, Inc., will not refund an individual or family for services already rendered. The only fees that will be considered for reimbursement will be services that have been pre-paid and have not yet been rendered.

The full refund policy is retained in the Policies and Procedures manual and is available for viewing at any time requested by the client. Requests for refunds of fees for services already delivered will be handled through written explanation by the client for the request for refund. A formal written response will be made to the client within 60 days with either a partial, or a full refund or a letter of refusal. The agency retains the right to refuse the refund. Any funds to which the adoptive parent(s) may be entitled will be returned within 60 days of the completion of the delivery of services. Fees to be refunded will first be applied towards any outstanding invoices. Any fees remaining will be refunded without interest.

Additional categories of anticipated expenses common in international adoptions have been listed above. Specific fee amounts and timeframes for payment, including to whom payment is due, will be provided by the Primary Provider.

We understand we are responsible for services rendered. We agree to submit payment within 30 days of billing unless otherwise stated. We understand our Home Study (and related reports) will not be released until payment is received in full.

\_\_\_\_\_  
Husband

\_\_\_\_\_  
Date

\_\_\_\_\_  
Wife

\_\_\_\_\_  
Date

Fees are subject to change and are non-refundable. Payments made by cash, check (**preferred**)\*, credit card or money order.

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January 2024

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## Adoption Services Agreement

This Adoption Services Agreement is made and entered into by and between Christian Family Services of the Midwest, Inc., a non-profit child-placement agency licensed in the States of Kansas and Missouri, hereinafter sometimes referred to as "CFS" and the undersigned applicant, hereinafter sometimes referred to as "Family."

Names of Adopting Parents:

\_\_\_\_\_  
Prospective Adoptive Father

\_\_\_\_\_  
Prospective Adoptive Mother

WHEREAS, CFS provides a variety of adoption services to families who are seeking to adopt a child; and,

WHEREAS, Family signed an Application requesting that CFS provide Adoption Services and CFS is desirous of providing adoption services to the Family under the terms hereinafter set out; and,

WHEREAS, the parties desire that the adoption services to be performed and the terms and conditions for performing said services be fully set forth in a written agreement signed by each of the parties. For fee structure of services and program options, refer to a current Fee Agreement.

NOW, THEREFORE, in consideration of the premises and the terms, conditions and covenants hereinafter set out, it is agreed by and between the parties as follows; Christian Family Services of the Midwest, Inc. agrees to provide certain adoption services in full accordance with the laws of the States of Kansas and Missouri, licensing regulations and our policy and procedure manual.

### **Adoption Services Fee Structure**

Family agrees to pay CFS for adoption services in accordance with CFS's current fee schedule in effect at the time services are rendered. Family understands services will be billed at the new current rate. Family agrees to pay all fees for adoption services in full at the time or times that the same become due and payable as set out in the current fee schedule. CFS will have no obligation to provide any services that are not paid for in accordance with the current fee schedule.

### **Home Study & Post Placement/Post Adoption Supervision**

Family agrees to provide in a prompt and timely manner, all documents and information requested by CFS. If Family fails to provide any documents or information during the pre-adoption part of the adoption process, then CFS may send Family a written letter identifying the documents or information required and advising Family that the adoption services may be terminated if Family does not provide the documents or information within the time deadline specified in the letter. If Family then refuses or neglects to provide the pre-adoption documents or information within the time granted in the letter, this Adoption Services Agreement shall terminate and CFS shall have no further obligation to provide a Home Study or any other pre-adoption services to Family. By signing this agreement, Family agrees to comply with all post placement/post adoption reports required by the State or Country. Any post placement/post adoption reports

not completed as per country or state requirement may result in reporting Family to the Children's Division in their state of residence for non-compliance to the adoption process.

If Family is adopting through the CFS domestic placement program and does not reside in the States of Kansas or Missouri, an appropriate licensed child placing agency in their state of residence will be utilized for the home study and post placement/post adoption services. All fees for such services are paid to that agency directly according to their fee schedule. Family agrees that the following provisions shall apply to home study and post placement/post adoption supervision services provided by CFS and to the finalization of the adoption.

1. Family acknowledges, understands and agrees that CFS cannot and does not under any circumstances guarantee in advance that Family will be approved by CFS or that CFS will recommend that a child be placed with or assigned to Family. Payment for a home study report does not guarantee approval, but rather simply that a home study will be conducted and completed.
2. Family understands and agrees that the home study fee is 100% non-refundable no matter if favorable or unfavorable.
3. A home study must be performed and a written home study report prepared before a child can be placed with Family. Home studies are valid for a period of one year from the date of completion (as per state licensing regulations). The Family agrees to pay for any required home study updates and provide requested documentation. If the home study expires the agency reserves the right to disengage services or require a new home study be completed at the current rate.
4. Family understands and agrees that recommendation and approval of placement of a child with Family cannot be guaranteed when the home study is updated.
5. Family understands and agrees that CFS has the right and obligation to withdraw or change its approval or recommendation set out in the home study for events or actions which come to the attention of CFS. Approvals or recommendations will be changed in the best interest of the child based upon information which comes to the attention of CFS after the home study is initially completed or refusal to cooperate with CFS's adoption or post placement supervision requirements, criminal or legal action concerning the adoptive Family, mental health issues of Family or for any other matters which CFS determines will have a material impact of the best interests of the child. Before processing continues, CFS may require additional documentation, clearance, clarification, explanation or counseling as CFS in its professional opinion deems necessary or advisable, refusal to reasonably comply may result in termination of adoption proceedings or such other actions as may be necessary or advisable to protect the best interests of the minor child.
6. Family further acknowledges that the approval and recommendation of Family for the placement of a child involves many different considerations, including, but not limited to the physical and mental health of the child and of the Family and the motivation, readiness, suitability and financial ability of the Family and the Family's preparedness to parent a child with a different racial, cultural, or socioeconomic background. If any of these factors should change or if any other factor should change that CFS in its professional judgment considers being material in the placement of a child with Family, then it will be necessary to update the home study to take such factors into consideration.
7. For families adopting internationally, Family complies with the agency's Duty to Disclose, specified by USCIS and agrees to report any and all changes, no matter how minor they may seem, to the agency so the agency may report the change to USCIS and therefore the country of proposed adoption.
8. Family agrees to comply with CFS's Educational Program as provided to Family during their orientation meeting.

9. Family agrees to pay all fees or follow the grievance procedure for refund of fees (if necessary) as stated in the grievance procedure provided to Family during their orientation meeting.

**10. CFS requires Post Placement/Post Adoption Supervision for all families that have a child placed with them. Family agrees to abide by the requirements of CFS for post placement supervision and will cooperate fully with post placement/post adoption supervision requirements, including, but not limited to:**

- a. Immediately informing CFS when placement of a child occurs with Family;
- b. Having the child examined by a licensed physician at least once during the post placement time period;
- c. Arranging for at least one (1) post placement visit by CFS, or more if required by State and/or country; For Kansas domestic placements, the first visit, a face-to-face visit with the entire family in the family home, must occur within the first two weeks of placement or, if the adoption occurred in another state, within the first two weeks of the family's return home; if the adoption occurred in another country, a face-to-face visit shall occur within the first 30 days of the family's return home;
- d. Provide CFS with all required medical reports, documents, citizenship documents, information, post placement/post adoption reports, photos, and all other documents or information reasonably required by CFS, the placing agency or country during the post placement/post adoption period.

Family understands and agrees that some foreign countries, other states, judges or other governmental agencies may require additional post placement/post adoption visits or services, additional doctor visits, additional medical reports and other documentation and reports. In such event, Family agrees to arrange for and pay for these services.

At the signing of this agreement, Family is planning to adopt from the country of \_\_\_\_\_ . Please check the line below that relates to the number of post-placement/post-adoption reports currently required by the country of origin.

\_\_\_\_\_ India: currently requires reports at 3 months, 6 months, 9 months, 12 months, 18 months and 24 months

\_\_\_\_\_ Haiti: currently requires reports at 6 months, 1 year, 2 years, 3 years, 4 years, 5 years, 6 years, 7 years and 8 years post placement, that last five of which may be prepared by the family.

\_\_\_\_\_ Bulgaria: currently requires reports at 6 months, 12 months, 18 months and 24 months

\_\_\_\_\_ Colombia: currently requires reports at 6 months, 12 months, 18 months and 24 months

\_\_\_\_\_ China: currently requires reports at 6 months, 12 months and 2 years written by a social worker and family prepared reports at 3 years, 4 years and 5 years after placement.

If you are planning to adopt from another country, please either ask your Primary Provider (placing agency) what is required or visit the [travel.state.gov](http://travel.state.gov) website and locate the country under the Intercountry Adoption tab. Please indicate the number of reports required by the country as found there.

Other Country \_\_\_\_\_

11. Upon satisfactory completion of the post placement/post adoption supervision requirements, CFS agrees to forward the written post placement/post adoption supervision report(s) to other networking agencies, state and federal offices, family's attorney and to any applicable foreign country or other appropriate place for the purpose of finalization of the adoption.

12. Family agrees to file a petition of adoption and to finalize the adoption in the State of Kansas or Missouri or other applicable court at the earliest allowable date **and Family agrees to send a copy of the final**

**adoption decree to CFS upon entry of the adoption decree by the court, if re-adoption or recognition of adoption is required.**

### **Grievance/Complaint procedure and dispute resolution**

Any and all grievances/complaints by Family arising out of or relating to the terms and performance of this Agreement must be presented and pursued in accordance with CFS's written Grievance/Complaint Policy & Procedure. A copy of the Grievance/Complaint Policy & Procedure and Grievance/Complaint Form has been provided to the Family at the time of signing this Agreement or before and is incorporated herein by this reference.

### **Assumption of Risks**

Family understands that there is risk in any adoption and that CFS in performing adoption services or any other services does not make any guarantees, representations or warranties concerning any aspect of the adoption process. Family understands that the completion of this Adoption Services Agreement does not assure the placement of a child with Family nor does it assure a successful outcome and Family assumes all such risks.

### **Legal Risk**

**Domestic Adoption:** A child referred to an approved Family may be a child that is not legally available for adoption (e.g. a birth mother cannot relinquish her parental rights until after her child is born; the birth father may not have signed the relinquishment documents because of reluctance, disinterest, he was unaware of the pregnancy or the birth father may be unknown or undisclosed by the birth mother). Therefore, any pre-placement matches are tentative as birth parents may at any time prior to relinquishment change their plans. In a situation where a birth parent(s) attempts to reclaim the child and Family wishes to preserve the placement, Family assumes all legal expenses. These and other "Legal Risks" may be inherent in any placement of a child with Family. Family assumes all such risks and is encouraged to discuss such risks with Family's attorney, it being understood that CFS is not qualified or licensed to give legal advice and is not in any way providing legal advice to Family. Family assumes all such risks.

**International Adoption:** A child referred internationally may be free for adoption although USA or foreign politics may interfere with the adoption process. Fees paid to the placing agency for international placement services are non-refundable in the event a country suspends or stops foreign adoption. International adoptions are in great part controlled by the foreign government, its political infrastructure and its relationship with the US. Family assumes all such risks.

### **Medical & Social Risks**

**Domestic Adoption:** While technology in the USA allows us to have reliable testing, little may be diagnosed prior to or immediately following the birth of a child. Unknown drug or alcohol use may be a factor in any adoption. In the event the birth father is unknown or not participating in the adoption, half of all genetic information is unavailable, including but not limited to mental illness, genetic disorders, cancers, etc. Not having access to the medical and social information is different than knowing that there is no history of mental illness or medical diagnoses. Family assumes all such risks.

**International Adoption:** Every Family adopting, especially from a foreign country, must understand the medical risks involved. CFS does not provide the Family with their intercountry referral information. This information will come from the Family's placing agency. While all information made available to CFS is given to the Family, there continues to be a risk of the following, but not limited to: undetected health problems, no immunizations, immunizations with expired serums or lack of receipt of the series, no Hepatitis B, TB or HIV blood tests (or inaccuracies thereof), age and size discrepancies, malnutrition, unknown Family background and social history, change of child's health and no additional medical information following initial referral. Many medical tests for young children are unreliable at best; some tests may have a built-in time-delay factor or exhibit a false-negative or false-positive response; and the medical and/or social status of the child is based upon available information. Further complicating this issue is the problematic state of the various countries' medical systems, in terms of both technical proficiency

and education. Because of the wide variance and disparity throughout the world, the accuracy of medical diagnosis can be neither guaranteed nor discounted in any way. Family understands that the Family's child could possibly arrive with undiagnosed physical, emotional and/or developmental problems. Any questions or specific information requested about the risks of international adoption will be asked of the placing agency.

### **Informational Inaccuracies**

In some adoptions, another entity or government authority may be providing the child's referral information. Such child referral entity may furnish to Family medical and social information. CFS may also furnish to Family medical and social information (provided by entity) about an adoptive placement. When such information is provided, however, CFS does not guarantee the completeness or the accuracy of the information. Family assumes all such risks.

### **Other Risks**

In an international adoption, typically, a child is matched with a Family by the foreign government or the networking entity working in a particular country. All information received by CFS regarding the child's eligibility for international placement is immediately given to the waiting Family or comes directly to the Family from the placing agency. In some instances, the referral may be lost or withdrawn prior to placement, due to a change or decline of health of the child, death of the child, changing government laws or removal of the child from the orphanage by the government or extended birth Family. In most cases the child matched or assigned to Family will be the Family's child, but it is important to understand the risks and Family agrees to assume such risks.

### **Release of Liability**

Family hereby releases CFS and its directors, officers, employees and agent from all liability and all responsibility regarding the risks assumed by Family as above set out including the risk of an unsuccessful outcome of the adoption proceedings, all legal risks, all medical and social risks, and all risks of informational inaccuracies. Family hereby releases CFS and its directors, officers, employees and agents from any claim or claims arising out of the actions, inaction, errors or omissions committed by other organizations or entities involved in the Family's adoption process.

### **Waiver of claims**

Family agrees to hold harmless CFS and its above described directors, officers and employees against any claims known or unknown, now existing or which exist in the future, which may arise out of this Adoption Services Agreement or the receipt of services from, or adoption through CFS.

### **Christian Family Services of the Midwest, Inc. Independent from other Agents**

Family understands that CFS is a licensed, child-placing organization in the States of Kansas and Missouri. CFS does not have any contracts or licenses to be working in other countries. In cases of all international adoptions, Family will be working with another placing agency or other entity to complete their intercountry adoption. The services provided by CFS are independent from the services of other child placement and referral agencies or organizations. Additionally, child referral agencies utilize foreign country entities, which are also independent and separate, both from CFS and any other entity referenced herein are each acting independently, on behalf of Family and each acts independently of the other, each as an agent for Family. Family agrees in good faith, in advance, that all actions taken by each of the entities referenced herein shall be deemed to be taken at the request of Family and with Family's authorization.

### **Disruption/Dissolution of Adoptive Placement**

It is the right of any child in a disruption/dissolution situation to receive full protection and services and to be deemed as the primary client by CFS and Family. Upon finalization of an adoption the adoptive child acquires all the rights, privileges and immunities of a child born to Family and Family has all the responsibilities, legal obligations and duties to the child the same as though the child were born to Family in childbirth. Family understands that in most international adoptions, finalization of the adoption occurs in the foreign country and all of the legal rights and duties of parent and child are created before leaving

the foreign country. In situations where the adoption has not been finalized, and is therefore a disruption of the placement, the placing agency will attempt to assist the Family in arranging for supportive services to the child and Family, and in those cases where it is in the best interest of the minor child, the placing agency will assist in locating and arranging for a new adoptive placement when possible. The agency or government authority holding legal custody of the child will be notified immediately by the placing agency. The agency or authority holding legal custody of the child will have full authority over the child to remove, place or return the child to their previous orphanage.

In either case, whether a disruption occurs before the adoption is finalized or a dissolution occurs after the adoption is finalized, the Family is responsible and shall assume full financial responsibility for any such services and for placement of the child, promptly paying or arranging for payment of all expenses incurred meeting the child's needs as well as placing the child in another adoptive home, or in foster care, and in following the requirements of the local state and foreign country regarding the care and disposition of the child.

While CFS will assist Family and child(ren) through this time, it is understood that CFS will not take physical or legal custody of the child(ren) and future placement may weigh heavily on the Family, exactly as it would if this were a biological child(ren). Family assumes all risks and financial and emotional obligations in the event of a disruption.

If the child or children are removed forcibly from the home by the State Department of Family Services, CFS will work with the state entity that is supervising the placement. In order to remain compliant with Country specific post placement or post adoption requirements, CFS will continue working with the foster family or secondary adoptive family to complete the reports required by the child or children's country of origin. If the child is placed out of the area, that state's Children's Division will then take over monitoring the post placement or post adoption requirements set forth by the child's country or state of origin.

#### **Fees and Refunds**

The full refund policy is retained in the Policies and Procedures manual and is available for view at any time requested by the client. Requests for refunds of fees for services already delivered will be handled through written explanation by the client for the request for refund. A formal written response will be made to the client within 60 days with either a partial, or a full refund or a letter of refusal. The agency retains the right to refuse the refund. The agency, Christian Family Services of the Midwest, Inc., will not refund an individual or family for services already rendered. The Executive Director or the Board is in no way obligated to authorize a full or partial refund and reserves the right to decline any refund request or provide, at their sole discretion, a full or partial refund. If the Board believes the circumstances are extenuating and/or unusual, they have the ability to authorize some form of refund. Any funds to which the adoptive parent(s) may be entitled will be returned within 60 days of the completion of the delivery of services. Fees to be refunded will first be applied towards any outstanding invoices. Any fees remaining will be refunded without interest.

#### **Travel Time / Expenses Estimates**

Estimates for length of travel and stay in a foreign country or another state and estimates of costs and expenses when given by CFS are given to the best of CFS's understanding based on previous experience. Travel time can be extended for a number of reasons such as strikes in the foreign governments, illness and schedules of government employees such as judges and social workers, holidays, requirements imposed by the courts, etc. The number of trips or time spent in another state or country could be increased due to the foregoing or other unanticipated conditions. A Family's financial resources should be sufficient to cover additional trips and extended stays if necessary. Family acknowledges that CFS is not responsible for any travel expenses of Family and Family assumes all risks and expenses of travel.

#### **Accuracy of Information Provided by Family and CFS**

CFS's commitment is to disclose one hundred percent of the information that we have, as we acquire it, allowing you to make the most informed decision possible. We will try to obtain as much information as



possible but Family should understand that the information available to us may be very limited, incomplete or erroneous. Family states and warrants that all information and data heretofore provided by Family and all information to be provided during all aspects of the performance of this Adoption Service Agreement are and will be true, accurate and complete to the best of the knowledge of each member of the Family. Withholding criminal, mental or physical health information or lying to CFS representatives may result in immediate termination of services.

### **Disclosure of Information**

Family has been provided with and must sign a Release of Information Form to accompany this document. Family grants CFS permission to disclose to third parties such information provided by Family as CFS deems necessary for the performance of services to Family; and further grants as a release, waiver and indemnification, permission to third parties to disclose to CFS such information provided by Family to such third parties, as CFS deems necessary for the performance of its adoption services.

### **Authorization to Release Adoption Documents**

Family authorizes CFS to release home study, supporting documents, dossier documents, post placement or post adoption reports, profiles or any other document, to USA and Foreign government offices, other child placing agencies or attorneys charged with assisting in the completion of the adoption, including US Citizenship and Immigration Service, Interstate Compact on the Placement of Children (ICPC), or any other official needing the aforementioned to complete or supervise the adoption.

### **Confidentiality**

Clients' files are kept strictly confidential except when information is provided to referral agencies, foreign countries, courts, federal, state and local governmental agencies and as otherwise set out in this Adoption Service agreement. CFS will keep client files and information confidential except as required by law.

### **Termination of Agreement**

CFS has the right to terminate the adoption services for cause at any time, based upon CFS's professional assessment. In the event of such termination by CFS, all fees then payable to CFS for services rendered and expenses incurred on Family's behalf shall be promptly paid in full. CFS will make no refunds of any fees or expenses of any kind or nature incurred by Family.

### **Entire Agreement/Merger**

This agreement constitutes the entire Adoption Services Agreement between the parties, and there are no representations, warranties or commitments except as set forth herein. This Agreement supplements, merges and supersedes all prior or contemporaneous agreements, understandings, negotiations and discussions, whether written or oral, of the parties hereto, relating to the transactions contemplated by this Adoption Services Agreement.

### **Waiver/Subsequent enforcement**

The failure to either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

### **No Non-Party Beneficiary**

None of the provisions of this agreement are intended to nor shall be construed to, confer upon or to give any person other than the parties hereto, or their heirs, successors or assigns, any rights or remedies under, or by reason of this agreement.

### **Modifications**

This agreement may be supplemented, modified or amended, if the supplement, modification or amendment is made in writing, dated, and is signed by all parties.

**The undersigned have read and fully understand and agree to this Adoption Services Agreement by CFS.**

\_\_\_\_\_  
Prospective Adoptive Father

\_\_\_\_\_  
Date

\_\_\_\_\_  
Prospective Adoptive Mother

\_\_\_\_\_  
Date

\_\_\_\_\_  
CFS Agency Representative

\_\_\_\_\_  
Date