



A. A. C.
Adoption & Family Network, Inc.

**POLICIES AND PROCEDURES
 CONFIRMATION OF RECEIPT
 AND
 VERIFICATION OF UNDERSTANDING AND AGREEMENT**

Instructions: Please thoroughly read the following information attached regarding AAC’s Policies and Procedures. After you have read and understand the attached documents and before proceeding further in the process, sign, detach and return this page to AAC.

By signing below, I/we confirm that I/we have received a copy of AAC’s Policies and Procedures including all of the contents listed below. Furthermore, I/we verify that I/we understand and agree to the policies, procedures, and terms therein.

POLICIES AND PROCEDURES CONTENTS

- Section A- Adoption Service Fees
- Section B- Prohibition on Child Buying
- Section C- Requirements for Prospective Adoptive Parents- China Waiting Child Program
- Section D- Requirements for Prospective Adoptive Parents- Korea Program
- Section E- Discipline
- Section F- Training
- Section G- Homestudy
- Section H- Post-Adoption
- Section I- Disruption of an Adoptive Placement
- Section J- Concurrent Adoptions
- Section K- Confidentiality and Disposition of Adoption Records
- Section L- Authorization for Release of Documents
- Section M- Right to Legal Counsel
- Section N- Termination of Agreement
- Section O- Disclosures
- Section P- Complaint Policy and Procedure
 Complaint Form

 Prospective Adoptive Parent printed name

 Prospective Adoptive Parent Signature and date

 Prospective Adoptive Parent printed name

 Prospective Adoptive Parent Signature and date

POLICIES AND PROCEDURES

DEFINITION OF TERMS

The following terms, as used in this document, are defined as follows:

“AAC” refers to AAC Adoption and Family Network Inc.

“Prospective Adoptive Parents” and “PAPs” refers to the individuals, whether one or two persons, who have entered into an International Adoption Service Agreement with AAC Adoption and Family Network, Inc. and who have signed and submitted the attached “Confirmation of Receipt and Understanding of Policies and Procedures”.

“Homestudy Agency” refers to the agency in the Prospective Adoptive Parent’s state of residence that conducts the PAP’s homestudy and post-adoption supervision and reports.

CONTENTS

Section A- Adoption Service Fees

Section B- Prohibition on Child Buying

Section C- Requirements for Prospective Adoptive Parents- China Waiting Child Program

Section D- Requirements for Prospective Adoptive Parents- Korea Program

Section E- Discipline

Section F- Training

Section G- Homestudy

Section H- Post-Adoption

Section I- Disruption of an Adoptive Placement

Section J- Concurrent Adoptions

Section K- Confidentiality and Disposition of Adoption Records

Section L- Authorization for Release of Documents

Section M- Right to Legal Counsel

Section N- Termination of Agreement

Section O- Disclosures

Section P- Complaint Policy and Procedure

Complaint Form

ADOPTION SERVICE FEES

PAPs are solely responsible for paying all fees associated with services rendered pursuant to the International Adoption Service Agreement in the amounts and at the times specified in the Understanding of Fees. A copy of the Understanding of Fees has been previously provided to PAPs as part of AAC's Formal Application Packet and is incorporated herein by this reference. Fees may be paid by cash or check. AAC can accept Visa and MasterCard for payment of fees; however, a 2% surcharge will be added. AAC has obligation to provide any unpaid service in accordance with the fee schedule.

Any Fee paid to AAC and to the foreign country are non-refundable, except as outlined in AAC's Refund Policy (provided in the Formal Application Packet), as services have already been rendered. Any refund of fees due to PAPs will be paid within 30 days.

Fees paid for adoption are for services rendered by the agency and in no way should be construed as payments in exchange for a child.

Each country, government entity or other agency involved with said adoption may change their fees, requirements or policies at any time during the process. AAC is not responsible for any of these changes. Should fees change, written notice will be given to PAPs. In some cases, unforeseen expenses may occur. In these cases, AAC will give PAPs written and/or verbal notice of any change, addition or deletion of a fee when we are made aware of the situation. PAPs are responsible for any fee changes.

AAC may use a portion of fees paid to help support special services offered, for example, cultural programs, additional training classes or other similar programs.

PROHIBITION ON CHILD BUYING

AAC works to ensure that inter-country adoptions are in the best interests of children and seeks to prevent the sale, exploitation, abduction or trafficking of children. AAC does not compensate any individual providing adoption services with an incentive fee or fee contingent on each child located for adoption. Compensation is instead based on services rendered or on an hourly wage or salary basis. Any practice that consists of or is related to, payment for a child or as an inducement to release a child for adoption is strictly forbidden. AAC employees, coordinators and PAPs are prohibited from giving money, gifts, bribes or other consideration directly or indirectly to any person or entity, including any biological relative or caregiver of a child, as payment for a child or as inducement to release a child for purposes of adoption.

Legitimate, ethical adoption related costs and expenses permitted under Hague Convention standards may include:

- Costs of care for the child
- Legal, governmental and other reasonable costs related to an adoption proceeding
- Costs and expenses for providing child welfare and child protection services, including contributions to agencies, institutions or orphanages and government administrative fees.

**REQUIREMENTS FOR PROSPECTIVE ADOPTIVE PARENTS-
CHINA WAITING CHILD**

AGE- Prospective adoptive parents be at least 30 years old at the time their dossier is sent to China. The age difference between the child being adopted and the younger individual in a married couple can be no more than 50 years. The age difference between the adopted child and a single mother can be no more than 45 years.

MARRIAGE- Couples in which neither individual has had a previous marriage must be married for a minimum of 2 years at time of submitting their dossier to CCCWA. Couples in which one or both individuals have had a previous marriage must be married for a minimum of 5 years. CCCWA will not accept applications of individuals who have been divorced more than twice.

SINGLES- CCCWA accepts applications of single heterosexual females. They do not accept applications from single men or homosexual females. Single female prospective adoptive parents may have no more than two children under the age of 18 living in the home. The youngest child in the home must be at least 6 years old.

HEALTH- Prospective adoptive parents should be in good physical, emotional and mental health. CCCWA has a weight restriction. Prospective adoptive parents must have a BMI of less than 40%. CCCWA also has additional health restrictions. Please contact A.A.C. for more information.

FINANCES- Married couples must have a minimum annual household income of \$10,000 per household member including the child the wish to adopt. Single mothers must have annual income of at least \$10,000 per household member including the child that will be adopted **PLUS** an additional \$10,000. Married couples must have a net worth of \$80,000 and singles must have a net worth of \$100,000.

HISTORY OF DRUG USE OR ALCHOL ABUSE- CCCWA will not accept applications from individuals who have a history of alcohol abuse, prescription drug abuse, or **any use** of "street drugs" such as: marijuana, cocaine, methamphetamines, opium and heroin.

CRIMINAL HISTORY- Prospective adoptive parents may not have any serious criminal history. Prospective adoptive parents that have had minor offenses should contact AAC for a case by case evaluation. CCCWA will not accept applications from prospective adoptive parents that have a history of domestic violence, sexual abuse, child abuse or abandonment.

NOTE: *These requirements are subject to change at any time by either country or agency.*

For most up-to-date information please check the following website.
http://adoption.state.gov/country_information/learn_about_a_country.php

REQUIREMENTS FOR PROSPECTIVE ADOPTIVE PARENTS- KOREA PROGRAM

AGE- Prospective adoptive parents be at least 25 years old and no older than 44 at the time of application. The age limit is extended to 49 if the prospective adoptive parents have previously adopted from Korea, are adoptees themselves, or are of Korean Heritage.

MARRIAGE- Prospective adoptive parents must be married a minimum of three years. Korea does not accept applications from single individuals.

NUMBER OF CHILDREN- Prospective adoptive parents may have no more than four children. The child being adopted must be the youngest child in the family by at least one full year.

HEALTH- Prospective adoptive parents should be in good physical, emotional and mental health. They must have a BMI of less than 30%. Prospective adoptive parents are required to have a **psychological evaluation** performed by a licensed psychiatrist or psychologist during the homestudy process.

HISTORY OF DRUG USE OR ALCHOL ABUSE- Korea will not accept applications from individuals who have a history of alcohol abuse, prescription drug abuse, or **any use** of “street drugs” such as: marijuana, cocaine, methamphetamines, opium and heroin.

CRIMINAL HISTORY- Prospective adoptive parents may not have any serious criminal history. Prospective adoptive parents that have had minor offenses should contact AAC for a case by case evaluation. Korea will not accept applications from prospective adoptive parents that have a history of domestic violence, sexual abuse, child abuse or abandonment.

NOTE: *These requirements are subject to change at any time by either country or agency.*

For most up-to-date information please check the following website.

http://adoption.state.gov/country_information/learn_about_a_country.php

DISCIPLINE

Discipline is a necessary and healthy aspect of parenting. However, it is imperative that adoptive parents understand that adopted children have different issues than biological children. PAPs must recognize that these children have experienced great loss and many have been in situations where they were neglected or abused. These experiences may create challenges for them when it comes to trust. Any form of physical punishment that inflicts pain or fear is not emotionally healthy for the child. While effective discipline can communicate a parent’s concern and commitment, AAC believes that physical punishment such as spanking/corporal punishment only instills feelings of fear, anger, rejection and mistrust. Therefore, we must insist that PAP’s agree not to use corporal punishment as a form of discipline with their adopted children. By signing the attached confirmation PAP’s agree to comply with this policy.

TRAINING

PAPs in Colorado must participate in 24 hours of Core Adoption Training before the adoptive child is placed in the home. 16 of these training hours must be face-to face instruction. The remaining hours may be independent study. Families with previous adoption experience who have not received core-training hours must complete the required hours. Families with previous adoption experience who have previously completed core-training will be exempt only if they are able to provide documentation as proof of completion.

Families living outside Colorado must be aware of and comply with their state's training requirements. A minimum of 12 hours of Hague-accredited adoption training is required of all PAPs.

HOMESTUDY

Definition of a Homestudy- A homestudy is an educational and investigative process for determining whether PAPs meet applicable minimum legal standards for adoptive homes. A homestudy is legally required to complete a foreign adoption. The homestudy assessment must be performed and a written homestudy report prepared before a child is placed with PAPs. A homestudy must be updated before expiration.

Who May Complete a Homestudy- A homestudy must be conducted by an agency licensed in the state that the PAPs reside in. If PAPs reside in the state of Colorado, AAC must provide all homestudy and post-adoption services. If the PAPs live outside of Colorado, the PAPs must select and contract a Hague accredited agency licensed in the state in which the PAPs reside. A list of Hague accredited agencies, searchable by state can be found at: <https://travel.state.gov/content/adoptionsabroad/en/hague-convention/agency-accreditation/adoption-service-provider-search.html>
A list of agencies that AAC has worked with from a particular state is available upon request.

The PAPs' Responsibilities Associated with the Homestudy-

1. The PAPs understand that they are responsible for the fees associated with homestudy services including any required home study updates
2. The PAPs agree to provide all documents and information requested in a timely manner AAC to initiate the homestudy. Not submitting paperwork on time could jeopardize or change PAPs/s status in the adoption process.
3. PAPs living in Colorado agree to provide AAC social workers reasonable access to the PAP's home for the purposes of study and evaluation.
4. PAPs living outside of Colorado understand that they are responsible for selecting and contracting an appropriate agency licensed in the state in which the PAPs reside.
5. If the PAPs experienced any significant changes in their situation or if US or foreign government entities changed their requirements regarding homestudies, an update, addendum, or amendment to the original homestudy may be required. In which case, the PAPs obtaining and paying for said updates, addendums, or amendments.

Provisions Applying to the Homestudy- PAPs agree that the following provisions shall apply to home study and post- placement/adoption supervision provided by AAC and to the finalization/validation of the adoption.

1. PAPs acknowledge, understand and agree that AAC cannot and does not under any circumstances guarantee in advance that PAPs/s will be approved by AAC or that AAC will recommend that a child be placed with or assigned to PAPs/s.
2. PAPs/s understands and agrees that the homestudy process is an on-going process. The status of the homestudy may change as events in the PAPs' life change. PAPs agrees to notify AAC promptly of any major changes in life circumstances, including, but not limited to, pregnancy, arrest, other persons living in the home, newly diagnosed or suspected illness, bankruptcy, and changes in employment and/or income. AAC has the right and obligation to withdraw or change approval or recommendation for events or actions which come to AAC's attention. Approvals or recommendations may be changed in the best interest of the child based on information after the home study is initially completed, for refusal to cooperate with AAC adoption or post-placement/adoption supervision requirements, criminal or legal action concerning the adoptive family, mental health issues of PAPs/s, or any other matters AAC determines will have an impact for the best interest of the child. AAC may require additional documentation, clearances, explanations or counseling as deemed necessary or advisable. Refusal to reasonably comply may result in termination of adoption proceedings as may be necessary to protect the best interest of the child. In such event, AAC must send a notice of withdrawal of approval to USCIS and to any other agencies which received copies of the approved homestudy.
3. PAPs/s understands that even though AAC approves PAPs for an adoptive placement, this approval in no way guarantees the placement of a child with PAPs. Approval must also be made by the foreign placement source, the United States Citizenship and Immigration Services (USCIS), the American Embassy in the country of the child's adoption, and the adoption court in the foreign country where applicable. PAPs acknowledges that any one of these persons or agencies could deny or prevent the completion of an adoption. AAC has no control over these entities and shall hold no liability for the decisions or actions of these entities.
4. PAPs understands and agrees that AAC is solely responsible for ensuring that the child's adoption is legally completed. AAC cannot practice law or give legal advice.
5. PAPs/s acknowledge and understand that the approval and recommendation of PAPs/s 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 PAPs/s; the motivation, readiness, suitability and financial ability of the PAPs/s; and the PAPs/s preparedness to parent a child with a different racial, cultural, linguistic, religious or socioeconomic background. If any facts change, or any other facts develop, AAC will make a professional judgment to consider if such facts will be material in the placement of a child with the PAPs/s.

Section H

POST-ADOPTION

AAC requires post-adoption supervision for all adoptive families. PAPs are solely responsible for arranging for, fulfilling and paying for all costs associated with post-adoption requirements. Post-

adoption requirements are to be fulfilled after a child is placed with the PAPs and includes supervision, counseling and reporting. The length of the post-adoption period as well as the number and nature of the reports required vary depending on country in which the child was adopted from. AAC has provided PAPs with a detailed outline of the requirements set by the central authority in the adopted child's country of origin as part of the Formal Application Packet. However, these requirements can be amended by that central authority at any time. PAPs must abide by said requirements and will be solely responsible for any additional fees incurred by those changes.

Section I

DISRUPTION OF AN ADOPTIVE PLACEMENT

Disruption of Adoption is when an adoption is terminated before it is legally finalized. This may happen in Child's country of origin or in situations where the adoption is not finalized in the child's country of origin, it may happen after the child has entered the United States (during the post placement supervision period before the adoption is finalized in a US court).

- In cases of disruption of adoption in Child's country of origin, the officials in country will be notified of PAPs' decision for termination. Child will be placed back into care of foreign government or agency. In consulting with officials of the country, AAC will take all reasonable steps to find another family for the child.
- In cases of disruption of adoption after returning to the United States with the child, AAC or in cooperation with the home study agency, will assist the PAPs in arranging for supportive services to the child and the PAPs and in cases where it is in the best interest of the minor child, AAC will assist in locating and arranging for a new adoptive family.
- In either case, the PAPs are responsible and shall assume full financial responsibility for supportive 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 foster care and in following the requirements of the local state and foreign country regarding care and disposition of the child.
- It is the right of any child in a disruption situation to receive full protection and services. The child will be considered the primary client by AAC. Once the child enters United States, AAC will not return the child to the country of origin.

Dissolution of Adoptive Placement:

Dissolution of Adoption is when adoption or parental rights are terminated after adoption is legally finalized. Dissolution of adoption can occur in the child's country of origin if PAPs have finalized the adoption but decide not to bring the child home or once returning to United States with the child after either finalizing the adoption in the child's country of origin, or in the US.

The PAPs understands that upon finalization of an adoption, the adoptive child acquires all the rights, privileges and immunities of a child born to the PAPs and the PAPs have all the responsibilities, legal obligations and duties to the child the same as though the child were born to the PAPs. The PAPs

understand 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 cases of Dissolution of adoption in Child's country of origin, the officials in country will be notified of PAPA's decision for termination. Child will be placed back into care of foreign government, agency or orphanage. PAPA are financially & legally responsible for the child until adoption is terminated by the child's country of origin. PAPA are responsible in child's safe return to foreign government/agency designated caregivers. In consulting with officials of the country, AAC will take all reasonable steps to find another family for the child.
- In cases of dissolution of adoption in the United States, AAC or in cooperation with home study agency, will assist and provide the PAPA with resources for supportive services to the child and PAPA. If need be, AAC will also assist in locating and arranging for a new adoptive family.
- PAPA understand that future placement may weigh heavily on them, exactly as it would if this were a biological child. The PAPA assume all risks and financial and emotional obligations in the event of a disruption.
- PAPA agree that once the child enters United States, they will not return the child to the country of origin.
- For dissolution of adoption, PAPA agree that relinquishment, placement & adoption be done through proper legal channels.

Section J

CONCURRENT ADOPTIONS

Generally, PAPA may actively pursue only one adoption program at a time, with the exception of sibling or twin adoption or in conjunction with China's concurrent Waiting Child Adoption policy

Section K

CONFIDENTIALITY AND DISPOSITION OF ADOPTION RECORDS

All adoption related records shall be considered confidential and protected from unauthorized review. They shall be made available immediately upon request to the staff of the Colorado State Department. These confidential adoption records and proceedings may only be inspected by court order for good cause shown and only in a manner to preserve the anonymity of birth parents, child and adoptive parents except in a designated adoption. These records shall be stored in a locked, secured room. Paper files and electronic back-up files shall be stored in locked, fire-resistant cabinets, protected from destruction, loss and unauthorized access or removal. Finalized adoption files shall be scanned to duplicate external hard drives annually. One of these devices shall be stored off-site. Hard copies of the scanned files shall be maintained for three years. After three years, files which have been scanned to an external storage device shall be destroyed. The entire case file is the property of AAC and shall be maintained in secure storage at the main office. Any duplicate files maintained by contract workers during the completion of an adoption shall be stored in a secure manner, and returned to the main office when the adoption is completed. After a file is completed, contract or staff workers may not keep

copies of adoption related, confidential records. In the event of the closure of AAC Adoption & Family Network, Inc., two copies of these scanned confidential files shall be transferred to the Colorado State Department.

Section L

AUTHORIZATION FOR RELEASE OF DOCUMENTS

PAPs authorize AAC to release homestudy, supporting documents, dossier documents, post-adoption reports, profiles or any other documents to US and foreign government offices including CDHS, USCIS, ICPC, CCCWA, ESWs, MOHW, the US Consulate, the Chinese Consulate, attorneys assisting PAPs with said adoption and/or any other official needing aforementioned documents to complete or supervise said adoption.

Section M

RIGHT TO LEGAL COUNSEL

Parents have the right to seek legal counsel regarding adoption laws and issues including, but not limited to, AAC policy and procedures and state and federal adoption laws.

Section N

TERMINATION OF AGREEMENT

AAC retains the right to terminate adoption services for cause at any time, based upon AAC's professional assessment. While working with AAC's program, working with another agency or being involved in another program is prohibited by AAC and could end as termination of services provided by AAC.

Section O

DISCLOSURES

A list of all licensed adoption agencies in Colorado can be obtained at:
State of Colorado, Department of Human Services 1575 Sherman Street Denver, CO 80203
(303) 866-5700; 1-800-799-5876

PAP may review AAC's file at the State of Colorado, Department of Human Services.
(See above for address and telephone number)

The "Rules and Regulations of Child Placement Agency" may be obtained through:
Colorado State Form Center 4200 Garfield Street Denver, CO 80216 (303) 321-4164

PAP may view AAC's current annual report on file with the Colorado State Department (listed above) or at AAC's office.

AAC's adoption statistics concerning the number of children eligible for adoption placement, the number of actual adoption placements, disruptions, dissolutions, and the number of adoptive applications for the previous 3 years are available upon request.

Section P

COMPLAINT POLICY AND PROCEDURE

AAC Adoption permits any birth parent, prospective adoptive parent, adoptive parent, or adoptee to lodge a complaint or appeal any services or activities of the agency or person that he or she believes raise an issue of compliance with the Hague Convention, the IAA, or the regulations implementing the IAA, AAC Adoption will not take any action to discourage any client, prospective applicants or adoptee from making a complaint, expressing a grievance, questioning the conduct or expressing an opinion about the performance of agency or person.

Following steps will be taken for complaints:

1. Any client, applicant or adoptee may file a complaint regarding any services provided by AAC Adoption, staff, Board of Directors or supervised providers related to Hague Convention compliance or any other service provided by the agency.
2. Anyone filing a complaint may do so by fill out attached complaint form or by writing a statement which includes: nature of the complaint, including the names of persons involved; and signed and dated by the complainant.
3. The Executive Director of AAC will review and fully investigate all complaints and will responded within 30 days of receiving complaint via telephone, written statement or by meeting. An expedited review will be provided in the event of time-sensitive concerns or those related to allegations of fraud.
4. All complaints and their outcome will be recorded and available for review in the AAC Adoption office.
5. If client, applicant or adoptee who has filed complaint is not satisfied with the response by the Executive Director, they may file request in writing that the AAC Board of Directors review the complaint.
6. The Board of Directors will review the complaint with in 30days of receiving the request.

7. AAC Adoption is licensed to provide adoption services by the state of Colorado and complains about AAC's operating procedures and policies can be submitted to:

Complaint Coordinator
Colorado Department of Human Services
Division of Child Welfare
1575 Sherman Street, 2nd floor
Denver, Colorado 80203-1714

8. Hague Complaint Registry is available on the U.S. State Department Web Site and can be accessed at: <http://adoptionusca.state.gov/HCRWeb/WelcomeForm.aspx>

Any complaint filed with the Agency shall not affect negatively any ongoing process the client has contracted with the agency. If, however, the client wishes to terminate the contractual relationship with the Agency as a result of the complaint, then a termination agreement shall be drawn up to satisfy the client and the agency and the agreement will be placed in the file.

All grievances will be reviewed in the quality assurance process and necessary systemic or policy changes will be implemented. Any information requested by the accrediting entity, Secretary, or federal or state government shall be complied with within 7 days of said request. The information will be reported in writing via U.S. Postal Service and signed by the executive director.

AAC Adoption will also provide to Accrediting Entity or Secretary semi-annually a summary of all complaints received and how each was resolved.

Record-keeping and Reporting: AAC will keep a record of each written complaint made pursuant to this procedure. The record will include the steps taken to investigate any allegations and respond to the complaint. The record will be maintained in the complainant's file, and a summary maintained on a separate spreadsheet maintained by the Executive Director. The summary will include the number of complaints received and how each complaint was resolved and an assessment of any discernible patterns in complaints received against the agency or person. AAC Adoption will make available to the State of Colorado and the Secretary, upon request, access to all complaint records.

Complaint Form

Name: _____

Address: _____

Daytime Phone: _____

Nighttime Phone: _____

Please thoroughly describe complaint. Be specific and include any names of staff, social worker or others involved in incident. Include any supporting documents you may have and attach any additional sheets if necessary.

Suggestion on how you feel this issue was handled or how it could be handled differently in the future:

Investigated by: _____ Date: _____

Details on what took place and action taken: _____

