

POLICY, PROCEDURES AND PROGRAMS DISCLOSURE AGREEMENT

Please thoroughly read the following information attached regarding the policy, procedures and programs of AAC Adoption. After you have read and understand the attached documents and before proceeding further in the process, each parent must initial by each statement, sign, **detach and return this page** to:

**AAC Adoption
P.O. Box W/735 E. Highway 56
Berthoud, CO 80513**

Initial below

I/We have received and read the State of Colorado, Information and Requirements.
I/We understand and fully agree to the requirements. _____

I/We have received and read the China/Korea Program Information and Requirements.
I/We understand and fully agree to the requirements. _____

I/We have received and read the AAC Adoption Policy Agreement.
I/We understand and fully agree to the policies. _____

I/We have received and read the AAC Adoption Grievance policy & procedures.
I/We understand and fully agree to the policies. _____

I/We have received and read the AAC Adoption Understanding of Fees
I/We understand and fully agree to the policies. _____

Family Name (print)

Husband's Signature **Date**

Wife's Signature **Date**

State of Colorado
Information, Requirements, and Disclosures

We understand we have access to the following:

1. AAC is a licensed, private, non-profit adoption agency in Colorado. (Since 03/1994)
2. AAC is licensed for adoption and foster care placement.
3. AAC is not affiliated with any religious organizations.
4. AAC currently has an active program with Korea and China.
5. All information about applicant/s is kept strictly confidential except as required by law. AAC provides applicant/s with all information concerning an intended child (or children) and any other information provided by the foreign country concerning the birth parents in accordance with Colorado State statute.
Applicant/s give AAC permission to disclose to third parties such information provided by applicant/s as AAC deems necessary for the performance of services to applicant/s; and further grants as a release, waiver and indemnification, permission to third parties to disclose to AAC such information provided by applicant/s to such third parties, as AAC deems necessary for the performance of its adoption services. Information is provided to referral agencies, foreign countries, court, and to federal, state and local government agencies.
6. A list of all licensed adoption agencies in Colorado can be obtained at:
State of Colorado, Department of Human Services (303) 866-5700; 1-800-799-5876
1575 Sherman Street
Denver, CO 80203
7. A list of supervised/exempt provider's AAC currently works with, whom applicant/s can expect to work with in the United States and in foreign country of child's origin and costs associated.
8. Applicant/s may review AAC's file at the State of Colorado, Department of Human Services. (see #6 for address and telephone number)
9. Complaints regarding AAC may also be sent to the State of Colorado, Department of Human Services. (see #6 for address and telephone number)
10. The "Rules and Regulations of Child Placement Agency" may be obtained through:
Colorado State Form Center (303) 321-4164
4200 Garfield Street
Denver, CO 80216
11. Applicant/s may view AAC's current annual report on file with the Colorado State Department (listed above) or at AAC's office.
12. For grievance/appeal process, see attached sheet.
13. AAC's adoption statistics for the previous 3 years.

We understand the following:

1. The information AAC receives from other countries or other agencies is fully disclosed to applicant/s, allowing for the most informed decisions by the applicant/s. Further, as any new information is received, applicant/s will be informed. However, you should understand that the information available to us might be very limited, incomplete or erroneous.
2. **Korea Program:** It takes an average of 6 months for families to complete their home study and dossier in order to be matched with a child. Once a child is assigned, waiting for a child to arrive home is an average of an additional 12 months.
China Program: Once the dossier is mailed to China Center of Adoption Affair (CCCWA) in Beijing, China, as of August 2012, it is taking an average of 6 years to receive assignment and 10-12 weeks average to travel to China to pick up the child/children. The Waiting Child/ Special Needs Program proceeds more quickly than China's traditional program, averaging 10 to 14 months to complete an adoption.
3. Applicant/s for adoption 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. Update homestudy families (previous homestudy not more than 3 years old) who have not received core-training hours must complete the required hours.
Out-of-state families 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 applicants.

Adoptions from a Foreign Country (AAC China and Korea Programs):

For all adoptions from a foreign country, AAC services include:

1. An assessment of each prospective adoptive family. This is called a "homestudy" and must be done by AAC for Colorado families. Homestudies performed by out-of-state agencies must be approved by AAC.
2. Training classes for adoptive families. (Colorado residents)
3. Information on the child for adoption received directly from China and Korea.
4. Completion of all requirements for United States Citizenship and Immigration Services (USCIS).
5. All necessary services related to the adoption while the family is present in the foreign country. AAC has an in-country facilitator in China who will assist with all in-country travel and hotel reservations, tours, guides, translators, and accompany you to all adoption-related appointments.
6. Post-placement/adoption services for Colorado resident adoptive family and child. AAC requires that every family receive a minimum of 1 year of post-placement services for Korea adoption, and 6 post-adoption services over a 5 year period of time for China adoptions.
7. For out of state families, notification of the selected agency when the family returns from the foreign country with their adopted child, and post-placement/adoption services schedule for said family.

NOTE: Service fees paid to AAC and to the foreign country are not refundable, as services have already been rendered.

China/Korea Program Information and Requirements

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

China's Traditional Program:

1. Must be at least 30 years old and no older than 50 when the dossier is "logged in" in China. Priority will be given to parents 30 to 45 years old for a child under 1 year of age. Parents 45 to 50 years of age must be open to a referral of 3 years old and older.
2. You must be married at least 2 years for couples who have no previous marriages. Couples where either husband or wife has had a previous marriage (not more than 2 each), the length of the current marriage must be 5 years.
3. China will not accept certain lifestyles of adoptive parent/s.
4. May have no more than four children living at home.
5. There is a weight requirement for parents, in addition some health restrictions. Please call A.A.C.
6. You must travel to China to finalize the adoption (usually 14 day trip). AAC strongly recommends that both parents travel, however it is not required.
7. We have a bi-lingual China Facilitator who helps with the travel process, including all appointments in China.
8. Travel takes place approximately four to six weeks after you receive your baby assignment.
9. Fees are roughly \$27,000-\$30,000, including travel.
10. China requires six post-adoption reports over a period of 5 years.
11. The average infant age is 8 to 16 months old at assignment.
12. The Traditional China Adoption program is currently a 72+month process.

Korea Program:

1. Must be at least 25 and no older than 41 for a female child and no older than 42 for a male child at the time of application.
2. Must be married a minimum of three years.
3. Most parents we serve reside in Colorado, Utah, and Nevada. California, Wyoming and New Mexico residents require special permission from Korea. We can also work with other states close-by on an individual basis.
4. Korea will not accept certain lifestyles of adoptive parents.
5. May have no more than four children living at home.
6. There is a weight requirement for parents. (Please call A.A.C for details)
7. Parents are required to travel to Korea to finalize the adoption.
8. The adoption is validated in the United States. AAC will petition the court for Colorado families. Post-placement follow-up is required for 6 months.
9. Fees are roughly \$27,000 - \$30,000 for first time adoptions, and a little less for second time.

Waiting Child/ Special Needs Programs:

1. Both countries have waiting children with a variety of special needs, ranging from mild to severe.

2. Both countries' requirements are flexible for this program. This is based on special permission from the country.
3. China has recently opened to single female applicants for waiting child adoption.
4. It may be possible to receive grant assistance for these adoptions. Please call AAC for more details.
5. It takes an average of 10-14 months from the time the child is identified to the child coming home.
6. For China, the child's age can range from 1 to 13 years old, and 6 months to 3 years for Korea.
7. AAC places an average of 10 special needs children per year from Korea and 40 from China.
8. AAC's current waiting children are posted on our website. In addition, AAC has access to the CCCWA's shared pool of waiting children.

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

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.

AAC ADOPTION & FAMILY NETWORK, INC.
POLICY AGREEMENT

1. **Foreign Country Requirement/Regulations:** Applicant/s **must** meet the homeland country requirements and regulations in order to be involved with AAC's program. Contractually, AAC **must** abide by country requirements and regulations, with some exceptions for special needs cases. Each country we work with expects prospective applicant/s to be healthy. A country may not accept some medical conditions. Foreign countries each have a list of medical conditions that may not be acceptable. Please contact AAC if you have any questions concerning a medical condition.

2. **Information Accuracy:** Applicant/s state and warrant that all information and data provided during all processes and aspects of this adoption service are true, accurate and complete to the best of their knowledge. Withholding, misrepresentation of information, providing false information, giving misleading facts of any criminal or mental health information, or lying to AAC representatives may result in immediate termination of services and/or cancellation of adoption procedures.

Applicant/s convicted of a felony may be denied adoption of a child. (You may check with the Colorado Department of Human Services website, rules and regulations, Section 7.710.34, letters D thru F.)

While involved in AAC's program, applicant/s must inform AAC of any circumstantial changes that occur, such as marriage, employment, household members, arrests, moving, etc. Applicant/s shall promptly notify AAC if you should become pregnant during the adoption process. Each case will be evaluated on an individual basis.

3. **Agency Policy Regarding Concurrent Adoptions:** Generally, applicants may actively pursue only one adoption program at a time, with the exception of sibling or twin adoption, or in conjunction with China's recent concurrent special needs adoption policy.

4. **Adoption Service Fee:** Applicant/s agree to pay for services in accordance with AAC's fee schedule in effect at the time services are rendered. (See current fee schedule included in formal packet.) 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.

Applicant/s agree to pay all fees for adoption services in full as set forth in the fee schedule. AAC will have no obligation to provide any unpaid service in accordance with the fee schedule. Applicant/s understand that all adoption expenses, and all other expenses of any kind or nature incurred by applicant/s or on applicant/s behalf, are the sole responsibility of the applicant/s and not the responsibility of AAC. In certain cases a fee may be reduced or waived. Most waivers occur for special needs children and each case will be handled on an individual basis.

Any refund of fees due to applicant/s will be paid within 30 days.

Fees paid for adoption are for services rendered by the agency and not a payment for children.

NOTE: 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 applicant/s. In some cases, unforeseen expenses may occur. In these cases, AAC will give

applicant/s written and/or verbal notice of any change, addition or deletion of a fee when we are made aware of the situation. Applicant/s 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.

5 **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 prospective adoptive parents 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.

6 **Home Study and Post-Placement/Adoption:** Applicant/s agrees to provide all documents and information requested in a timely manner to AAC to initiate the homestudy. Not submitting paperwork on time could jeopardize or change applicant/s status in the adoption process. AAC may contact applicant/s via phone, e-mail, fax or mail concerning documents not submitted or provided.

Applicant/s agrees 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. Applicant/s understands that while residing in Colorado AAC must provide all homestudy and post-placement services pursuant to this agreement.

- a. Applicant/s acknowledge, understand and agree that AAC cannot and does not under any circumstances guarantee in advance that applicant/s will be approved by AAC or that AAC will recommend that a child be placed with or assigned to applicant/s.
- b. 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 applicant/s. A homestudy must be updated before expiration. The applicant/s agrees to pay for any required home study updates and provide requested documentation.
- c. Applicant/s understands and agrees that the homestudy process is an on-going process. The status of the homestudy may change as events in the Applicant's life change and/or information is made available to AAC. Applicant 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 supervision requirements, criminal or legal action concerning the

- adoptive family, mental health issues of applicant/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.
- d. Applicant/s understands that even though AAC approves Applicant for an adoptive placement, this approval in no way guarantees the placement of a child with Applicant. 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. Applicant 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.
 - e. Applicant 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.
 - f. Applicant understands that AAC works cooperatively with many sources, including but not limited to, foreign orphanages, foreign facilitators, adoption agencies, and other consultants. Applicant agrees that AAC shall in no way be held responsible for the actions or inaction of other cooperating entities related to the adoption placement.
 - g. Applicant understands and agrees that AAC cannot be held responsible for unforeseen political or economic events, including but not limited to, wars or rebellions, strikes or sanctions, civil instability, adoption policy changes, or travel restrictions that could impede or prevent the adoption process.
 - h. Applicant/s understands that there may be little or no medical, psychological, emotional or other background information available regarding the adoptive child. Applicant/s understands that adoption involves risks; the same as birthing a child holds risks. This could occur at any time in the process, even if the child is tested and evaluated for medical or emotional conditions before and the tests state that they are "normal." There are no guarantees about the future. Applicant understands and agrees that from the earliest time the child is in the Applicant's care, all expenses of any potential problems will be the responsibility of the applicant. Applicant acknowledges that financial, health and psychological risks are among the risks of adoption. AAC believes that any parents in the adoption program should fully accept the above statement to continue our recommendation.
 - i. Applicant understands and agrees that AAC is not liable for the accuracy or completeness of information received from other cooperating sources, including but not limited to, translations of medical or other background information. Applicant understands that even when these reports are available, they may not follow US standards, and may be inaccurate, unreliable or incomplete.
 - j. Applicant understands that all fees paid to AAC are for services rendered and are in no way considered to be payment for a child
 - k. Applicant/s acknowledge and understand that the approval and recommendation of applicant/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 applicant/s; the motivation, readiness, suitability and financial ability of the applicant/s; and the applicant/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 applicant/s.

- l. AAC requires post-placement/adoption supervision for all adoptive families. Applicant/s agrees to abide with the requirements for post-placement/adoption supervision and will cooperate fully. Applicant/s understands and agrees that some foreign countries, judges, or other state or governmental agencies may require additional post placement/adoption visits or services. Applicant/s will abide by said requirements. Applicant understands and agrees that AAC is not responsible for any additional fees set by any other agency, foreign or domestic.
 - m. Applicant acknowledges that in the event that the adoptive child must be removed from the home, Applicant must continue to be financially responsible for the child's care, including but not limited to medical, dental or mental health care, travel and living expenses, financial support for foster care, until the duty of support is legally terminated or assumed by another person or entity. Applicant acknowledges that once an adoption is finalized, no alternate placement may be available.
 - n. For Colorado applicant/s, AAC will prepare documents and collect court filing fees for finalization or validation for court. For all other states, applicant/s agrees to file a petition of adoption/validation in their state at the earliest allowable date. Applicant/s agrees to send a notarized copy of the final adoption/validation decree to AAC after entry of decree by the court.
- 7 **Interagency Cooperation:** For applicants residing in the state of Colorado, AAC must supply all homestudy and post-placement supervision services; however, applicants residing in other states must secure the services of a local, state- licensed homestudy agency to work in cooperation with AAC, which functions as the child placement agency and primary provider. In the case of China adoptions, the homestudy agency must be Hague accredited. The homestudy agency must agree to provide AAC with a timely and complete homestudy which meets the requirements of their state of operation, the country of adoption, U.S. immigration standards, and Hague convention standards when applicable. The homestudy agency agrees to notify AAC promptly of any changes to the family's status or discovery of circumstances that could affect the recommendation of the family to adopt. The homestudy agency is responsible for educating and advising prospective adoptive parents on the risks of adoption, international adoption issues and adjustments the child and family may experience. The homestudy agency must agree to provide prospective parents with information, counseling, preparation and resources for adoption. The homestudy agency must agree to provide post-placement supervision, providing support and referral resources, if needed, to the family; submitting required reports in a timely manner; and assisting the family with finalization or validation of the adoption in their state of residency. The homestudy agency must provide AAC with copies of licensure and its social workers' credentials. The homestudy agency must agree to notify AAC promptly of any changes in agency licensure.
- 8 **Release of Documents Authorization:** Applicant/s authorize AAC to release home study, supporting documents, dossier documents, post-placement reports, profiles or any other documents to USA and Foreign government offices, and any other agencies applicant/s may be working with during said adoption, attorneys assisting applicant/s with said adoption, including USCIS, ICPC, or any other official needing aforementioned documents to complete or supervise said adoption.

- 9 **Travel and Expense Estimates:** AAC can only estimate the length of travel and stay in a foreign country and the costs and expenses while there. Estimates are made based on previous experience. Travel time may be extended for many reasons, such as strikes in the foreign government, illness, and schedules of government employees such as judges or social workers, holidays, requirements imposed by either foreign or US governments, etc. Applicant/s acknowledge that AAC is not responsible for travel expenses. Applicant/s assume all risks and expenses of travel.

Applicant/s acknowledge and understand that unexpected events or catastrophes during the adoption process or while traveling to country may occur and applicant/s will release AAC from any liability.

For China applicant/s: AAC expects each applicant in a group to travel with that group.
For China Waiting Child applicant/s: Once you receive your travel notice to pick up your assigned child, applicant/s must travel within 90 days.

- 10 **Risk Acceptance and Understanding:** Applicant/s understands that there are risks involved with adoption. AAC does not make any guarantees, representations or warranties concerning any aspect of the adoption process. Applicant/s understand that signing this policy agreement does not assure the placement of a child with the applicant/s, nor does it assure a successful outcome. Applicant/s assume all such risks.

Legal Risks: Applicant/s understand that although a child may be available for adoption, US or foreign politics may interfere with the adoption process. Fees paid for international placement services are non-refundable in the event a country suspends or halts foreign adoption. The foreign government, political structure, and relationships with the US mostly control international adoptions. Applicant/s assume all such risks.

Medical and Social Risks: All applicants entering into foreign adoption must understand the medical risks involved. While all information AAC receives on a child/ren is passed on to applicant/s, there may be a risk of other undetected health problems, immunizations, blood tests (or inaccuracies thereof), age and size discrepancies, malnutrition, unknown family background and social history, or a change of child's health with no additional medical information after initial referral. Because of the wide differences in various countries' medical systems, accuracy of medical diagnosis cannot be guaranteed nor discounted in any way. Applicant/s understand that the child/ren could possibly arrive with undiagnosed physical, emotional and/or developmental problems.

Other Risks: In International adoption, a child is matched with applicant/s by the foreign government, or as with Korea, by AAC. All information received by AAC regarding the child is given to the waiting applicant/s. In some cases, a referral may be withdrawn prior to placement, due to change or decline in the 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 applicant/s will be the applicant/s child, but it is important to understand the risks and applicant/s agree to assume such risks.

- 11 **Waiver of Claims and Release of Liability:** Applicant/s hereby waive any and all claims, which applicant/s may have now or have in the future against AAC and its directors, officers, employees and agents. Applicant/s agree to hold harmless AAC and its above described directors, officers and employees against any claims known or unknown, now existing or which may exist in the future, which may arise out of the adoption service policy or the receipt of

services from, or adoption through AAC. Applicant/s hereby release AAC and its directors, employees and agents from all liability and all responsibility regarding the risks assumed by applicant/s as explained above, including risk of unsuccessful outcome of the adoption proceedings, all legal risks, all medical and social risks, and all risks of informational inaccuracies. Applicant/s hereby release AAC and its directors, officers, employees and agents from any claim or claims arising out of the actions, inaction, error or omissions committed by other organizations or entities involved in the applicant/s adoption process.

12 Grievance Policy and Procedure: AAC Adoption permits any birth parent, prospective adoptive parent, adoptive parent, or adoptee to lodge directly with the agency or person signed and dated complaints about any of the services or activities of the agency or person (including its use of supervised providers) that he or she believes raise an issue of compliance with the Convention, the IAA, or the regulations implementing the IAA, and advises such individuals of the additional procedures available to them if they are dissatisfied with the agency's or person's response to their complaint. In the unlikely event of a complaint stemming from an inter-country Hague Convention adoption, clients will be informed of the process to contact the Complaint registry if not satisfied with the agency response. Procedures for filing complaints are outlined for all clients prior to any services.

Any complaint must be in writing; state specifically the date and nature of the complaint, including the names of persons involved; and be signed and dated by the complainant.

The Agency's Executive Director will respond in writing to the grievance within one week (5 business days). An expedited review shall be provided in the event of time-sensitive complaints within 72 hours. All reasonable attempts shall be made to amend the situation. In the event the client is not satisfied with the agency response to the complaint, he/she may file a grievance with the State by submitting in writing his or her grievance referencing the Agency license number to:

Complaint Coordinator
Colorado Department of Human Services
Division of Child Welfare
1575 Sherman Street, 2nd floor
Denver, Colorado 80203-1714
Telephone Number: (303) 866-4511

Issues related to compliance with the Hague Convention of Intercountry Adoption or the Intercountry Adoption Act and its regulations which cannot be resolved by the agency may be forwarded to the US Department of State or the Council on Accreditation.

Attn: US Central Authority
US Department of State
Bureau of Consular Affairs
Office of Children's Issues, Adoption Unit (SA-29)
2201 C Street, NW
Washington, DC 20520

You can also request a complaint form by calling the Department of State at (888)407-4747.

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 will be placed in the file.

If at any time a staff member wishes to file a grievance, he or she may do so using the same guidelines outlined above. In the event that that staff member does not wish to grieve the agency directly with the Executive Director, he or she may do so with the State. The Agency may not discharge or fire any staff member for his or her grievance. However, if it is so determined that the staff member would benefit from leaving the agency, then he or she may do so. The Agency may not use the staff member's grievance to negatively affect future employment, i.e. write a negative reference or otherwise based solely on the content of the grievance.

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. At this time AAC Adoption is not accepting ANY applications via the internet.

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.

- 13 **Disruption of Adoptive Placement:** 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 and the applicant/s.

The applicant/s understand that upon finalization of an adoption, the adoptive child acquires all the rights, privileges and immunities of a child born to the applicant/s and the applicant/s have all the responsibilities, legal obligations and duties to the child the same as though the child were born to the applicant/s in childbirth. The applicant/s 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.

For adoptions that are not finalized in the foreign country, AAC will assist the family in arranging for supportive services to the child and applicant/s; in those cases where it is in the best interest of the minor child, AAC will assist in locating and arranging for a new adoptive placement. In either case, the applicant/s are 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 foster care and in following the requirements of the local state and foreign country regarding care and disposition of the child.

While AAC will assist the applicant/s and child through this time, the applicant/s understand that future placement may weigh heavily on them, exactly as it would if this were a biological child. The applicant/s assume all risks and financial and emotional obligations in the event of a disruption.

14 **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.

15 **Confidentiality and Disposition of Adoptive 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.

16 **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.

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: _____

