

**KENTUCKY ADOPTION SERVICES, INC.**  
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“Specialists in Domestic and International Adoption”

SAMPLE  
STATEMENT OF ACCEPTANCE AND RESPONSIBILITY

We, Chadwick and Mary Beth Hayford, acknowledge that we have received and accepted the referral of Jose Manuel Coc Choc DOB: November 21, 2006, through Kentucky Adoption Services, Inc., from Guatemala. We acknowledge that we have received pictures, a medical exam in both Spanish and English (the translation of which KAS does not guarantee) a general information sheet and lab testing for Hepatitis B, HIV and VDRL (the authenticity and accuracy of which KAS cannot guarantee).

In accepting this referral we acknowledge and have read carefully the following:

**1. GENERAL**

- 1.1 We acknowledge that we will work with KAS to provide us with an opportunity to create a family or enhance our family through adoption. We commit to provide our child/children with a loving, nurturing, stimulating environment in which to grow and thrive and a knowledge and appreciation of his/her/their country and culture of origin.
- 1.2 We understand that, although KAS approves us for adoption, this placement must also be approved by the United States Citizenship and Immigration Services (CIS), US Courts and Interstate Compact, where required, overseas referral source, overseas courts and officials, and the American Embassy in the country of origin. We acknowledge that any one of these persons or entities could deny our adoption. We further acknowledge that KAS cannot be held responsible for unforeseen events which may occur in, or which are initiated by, the country of origin, overseas referral source or US Government requirements. This may also include world events which may effect our adoption. Therefore, we acknowledge that KAS cannot guarantee the completion of this adoption.
- 1.3 We acknowledge that all fees paid to KAS, its agents or independent contractors or other entities overseas, are for services rendered; they are not payment for a child. All fees paid to KAS are non-refundable. We further acknowledge that KAS is not responsible for any fees set by any other person(s) or entities, either in the United States or in the overseas country. KAS does not keep and cannot guarantee, the refund of any

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expenses/fees/costs paid by us to any individual, organization, or other entity involved in this adoption.

- 1.4 We acknowledge that KAS works cooperatively with local agencies and CIS approved social workers in the United States for home study and supervision services as well as individuals, organizations, and government entities overseas. The overseas placement programs involve working with, but are not limited to, agencies, attorneys, child care institutions, doctors, missionaries, adoption facilitators and/or independent contractors.
- 1.5 During the adoption process, we agree to not make any contact, either personally nor through a third party, with any individual or entity in the overseas country which includes, but not limited to, independent contractors, coordinators, orphanage or medical personnel, government officials or the American Embassy unless specifically instructed by KAS.
- 1.6 We acknowledge that we will be responsible for, but are not limited to, any and all medical, psychiatric or counseling expenses, child care, legal or miscellaneous expenses for our child/children commencing at the earliest time, either when we accept physical custody in the country of origin or his/her/their departure from the country of origin and continuing thereafter.
- 1.7 We acknowledge that we are solely responsible for paying all fees and costs involved in my/our adoption including, but not limited to, home study/supervision fees, KAS fees, overseas fees, transportation and escorting fees, where appropriate, travel expenses including individual airfares, accommodations including lodging and food, internal travel costs, CIS and court fees and any other expenses relating to our adoption.
- 1.8 We acknowledge that when we travel to the country of our child's/children's origin, we are representing not only our family but KAS, the United States and future adoptive parents. We will act in a respectful, ethical and courteous manner so as not to damage the reputation of KAS, its' independent contractors nor the future of adoptions from that country.

## **2. PREPLACEMENT**

- 2.1 Before accepting the referral of this/these child/children, we have read, understood and accepted the child referral information provided by KAS. We have shared the child referral information with our pediatrician, international medical expert, developmental or any other specialist pertaining to our child's/children's specific medical needs, where appropriate. We acknowledge that KAS, its agents or independent contractors will not personally conduct an assessment, evaluation, testing, or background investigation of this child/children, but instead must rely on information provided by the overseas referral source, organization or institution with custody of the child/children.

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- 2.2 We will cooperate fully with KAS for the completion of our adoption which may include, but is not limited to: (1) completing all applications, forms, and documents required to complete, facilitate, and finalize the adoption in a timely manner; (2) reading educational material to familiarize ourselves with the issues of transracial, where appropriate, and cross cultural placements, the availability and level of child and medical care in the country of origin, developmental, emotional, and psychological issues, the effects of institutionalization and maternal abuse of alcohol, where appropriate, fetal alcohol syndrome/fetal alcohol effect, disrupted home life, physical and sexual abuse, poor or inadequate nutrition, and the issues affecting the medical, mental, physical, and social developmental of children from the country of origin, where appropriate, plus the issues, reality, and risks of international adoptions, as well as a minimum of ten hours of pre-adoptive training as mandated by the Hague regulations; (3) disclosing accurately and truthfully to the best of our ability, all information requested during the application for adoption, home study, and supervision, and adoption process; (4) signing documents overseas as required by local officials or to satisfy local requirements.
- 2.3 We agree to notify KAS immediately should a pregnancy occur during any part of the adoption process. We further agree not to accept a placement from another agency until our child/children has/have been in our home for six months and the adoption is finalized, if applicable.

### **3. POST PLACEMENT**

- 3.1 It is our responsibility to take our child/children to a medical facility immediately following arrival and to continue to provide appropriate medical, psychological, and dental care according to the child's/children's age and condition. It is our responsibility to submit to full medical testing for our internationally adopted child immediately upon entrance to the US. We will provide our child with educational opportunities at the level of accepted standards for our state.
- 3.2 We acknowledge that KAS requires minimum of six months post placement supervision with three written reports from our home study/supervising agency or INS approved social worker even if the adoption was completed in the country of origin for adoptions from Guatemala. For China KAS requires a minimum of three post-placements to occur at one, six and twelve months following arrival. We also acknowledge that the country of origin and/or overseas contacts may require additional supervision reports. We will cooperate fully including providing appropriate family and individual pictures of our child/children.
- 3.3 Where KAS continues to have a legal relationship with our child/children, we will notify KAS immediately of any significant changes in our child's/children's medical condition, including physical or sexual abuse, family situation including residential moves and/or phone number, pregnancy, serious illness of either parent, loss of employment for

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principal provider, separation, divorce, or death of a parent. If we or KAS feels that it would be in the best interest of our child/children, we will cooperate in making alternative plans for our child/children until KAS can make appropriate replacement arrangements. We also acknowledge that KAS will not reimburse any costs of the adoption fees or adoption expenses, cost of child care, medical, or legal expenses or any other expenses that we have incurred.

- 3.4 If the adoption is completed in the country of origin or when the adoption has been completed in our state of residence, we acknowledge that, as the legal parents of our child/children, we have full legal responsibilities to make alternative plans for our child/children should we be unable to continue to parent. KAS will endeavor to provide supportive services and assistance. We further acknowledge that KAS and its employees, officers, directors, agents, or independent contractors, past or present, are not responsible to take legal or financial responsibility for, or custody, of the above named child/children. Children adopted from Guatemala, China, Haiti or El Salvador are all considered to have completed adoptions when the children enter the United States, although re-adoption may be required, dependent on the type of visa issued. Should we decide to dissolve the adoption we are aware of the above information and have been advised that KAS Dissolution policy is available online at [www.kentuckyadoptionsservices.org](http://www.kentuckyadoptionsservices.org) under the Hague Disclosures page.
- 3.5 When the adoption is not completed in the country of origin, we will file with the appropriate court in our state of residence, following the required supervision period, to adopt the child/children named above in a timely manner and provide KAS with a copy of the adoption decree. Where appropriate, we acknowledge as a married couple that, if both parents did not travel to the country of origin and meet the US Immigration requirements, we will adopt the child/children in our state of residence in a timely manner and provide KAS with a copy of the adoption decree.
- 3.6 In recognition of our responsibility to ensure that our child is afforded the full rights and privileges of American citizenship, immediately following the adoption, either in the country of origin or state of residence, we will file for US citizenship for our child /children. Proof of citizenship will be provided to KAS in a timely manner.

#### **4. PERSONAL INJURY**

- 4.1 If we are required to travel overseas to adopt our child/children in the country of origin, KAS may be of assistance with travel arrangements, accommodations, and translators to the best of their ability. We acknowledge that, despite KAS's and/or it's independent contractors' sincere efforts to make all trips trouble free, travel to and within foreign countries and accommodations there involve meaningful risks of accidental death or injury, intentional crimes, property damage or loss, trip interruptions or cancellation, civil unrest, illness, medical emergencies, a

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need for medical evacuation and a range of other potential problems that could entail economic losses, pain and suffering, or other injuries or damage that could affect us or the above named child/children.

- 4.2 We have been informed by KAS of the recommendation to investigate the purchase of insurance for our trip to adopt the above named child/children, where required, to cover some or all of the losses listed previously. We have purchased such insurance or we waive any right to do so. We agree to be personally responsible for any and all costs related to these problems which might occur during our trip. We also specifically waive any claims against KAS, its employees, officers, directors, agents, and independent contractors, past or present, for any losses, pain and suffering, injuries or other damages during our trip, either to ourselves or the above named child/children.

## 5. DISCLOSURES

- 5.1 We acknowledge that KAS has provided us with information regarding the risks and rewards of international adoptions.
- 5.2 We acknowledge that the child referral information may be limited or erroneous in general information, parental/family background, genetic information, prenatal care, child birth, postnatal care, present and past child care, current physical, emotional, psychological, intellectual, and developmental status or previous history.
- 5.3 We have been advised by KAS and acknowledge that it is our responsibility to seek our whatever medical, developmental, and psychological evaluations of the child referral information provided by KAS as deemed necessary in order that we are able to make an informed decision as to whether we can accept the referral. We acknowledge that KAS is not to give medical advice, opinion or explanations of medical issues.
- 5.4 We acknowledge that if any information we receive or our initial meetings with the above named child/children makes us uncertain about adopting the child/children named above that we can decline to adopt him/her/them and return home and that is our free and unencumbered right and privilege. If, however, the adoption has already been completed in the country of origin, we will cooperate fully with any procedure that will be required to dissolve the adoption in that country.
- 5.5 We acknowledge that our child/children can arrive with medical, psychological, developmental, intellectual, emotional, or physical conditions which may have been undiagnosed, misdiagnosed, or misstated.
- 5.6 We agree to adopt the/these child/children named at the beginning of this statement with knowledge and acceptance of all information contained in the materials provided to us through KAS, and all medical, mental health,

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family history, environmental issues, or other problems that the child/children may have, now or in the future, known or unknown.

## **6. GOVERNING LAW/DISPUTE RESOLUTION**

- 6.1 Any and all disputes arising out of or relating to this Agreement shall be resolved in accordance with the procedures as outlined in this Section 6. The substantive law governing any dispute shall be the laws of the state of Kentucky.
- 6.2 We agree that we have received a hard copy of the agency grievance policy, which is also available online at [www.kentuckyadoptionsservices.org](http://www.kentuckyadoptionsservices.org) on the Hague Disclosures page. Either party will give the other party written notice of any dispute not resolved in the normal course of business. The parties shall first attempt, in good faith, to resolve such dispute by negotiation. All such negotiations pursuant to this clause are confidential and shall be treated as such and will not be used by either party in any subsequent proceeding of this matter, or disclosed to any other persons or entities, other than legal counsel for said party or for accreditation or licensure purposes.
- 6.3 Any dispute which has not been resolved within thirty days of the notice specified in 6.2, shall be settled by arbitration with the then current commercial arbitration rules of the American Arbitration Association (AAA) by a sole arbitrator. The place of the arbitration shall be the KAS offices in Owensboro, Kentucky. The decision rendered by the arbitrator shall be final and judgment may be entered upon the award of any court having jurisdiction.
- 6.4 Should any aspect of this contract be deemed to be null and void at anytime by a court of law or an arbitrator, the remainder of the contract will remain in force.

## **7. FEES PAYABLE**

- 7.1 We acknowledge our responsibility to submit payment to Kentucky Adoption Services for Agency Services in the amount of \$3500 total, \$1750 of which has already been remitted and \$1750 which is due when our case enters PGN in Guatemala. We acknowledge that these payments are for services rendered and information received and are non-refundable regardless of circumstances.
- 7.2 We acknowledge and agree to pay all fees due to Kentucky Adoption Services and the foreign source before we will be permitted to travel to receive our child. We agree to pay all fees that are due Kentucky Adoption Services for services such as mailing, wire transfers, authentication fees, courier expenses. These fees will be paid within 30 days of receiving an invoice. We acknowledge that should we have a

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dispute regarding any of the fees considered due by Kentucky Adoption Services our first course of action is to put in writing our dispute and submit it to the Executive Director of Kentucky Adoption Services.

- 7.3 We acknowledge that the foreign source fee for this adoption is \$22,000, payable in two payments of \$11,000 at the time of acceptance and \$11,000 when the case enters PGN. These payments are payable in Cashier's Checks and must be paid to Kentucky Adoption Services in person or sent via Fed Ex or other overnight delivery service. We understand that no portion of these fees is refundable. Should we lose our referral due to the birth mother reclaiming the child, the child's death or any other unfortunate event, all payments made toward the foreign source will be applied to a subsequent adoption should we proceed with our adoption plans through Kentucky Adoption Services and the same foreign source, provided adoptions remain open as an option in Guatemala.

\_\_\_\_\_  
Signature of Adoptive Parent

\_\_\_\_\_  
Signature of Adoptive Parent

Sworn and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_.

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

My commission expires \_\_\_\_\_.

Adoptive Parents' initials \_\_\_\_\_