



1272 Gaylord St
Denver, CO 80206
303-856-9025

MI YUNGS PRAYER DISCLOSURE OF INFORMATION and ADOPTION SERVICE AGREEMENT

AGREEMENT made this _____ day of _____, 20____, between

_____,
residing in the State of _____, the “client” is hereinafter referred to as **PAP (prospective adoptive family)** and **Mi Yungs Prayer**, a licensed child placement agency in the state of Colorado, United States of America hereinafter referred to as “**MYP.**”

This agreement has been prepared in order to provide PAP working with MYP documentation and explanation of the services, and potential problems inherent with adoption, and to enter into a legally binding contract between the parties. Please review and understand this agreement and all attachments before signing.

MYP Adoption Programs – Please check the appropriate adoption program approved for:

- ☐ Home Study Only - Colorado residents only
 - ☐ Domestic
 - ☐ International
- ☐ Domestic designated adoption services and home study (Colorado residents only)
- ☐ International adoption services and home study (Colorado residents only).
- ☐ International adoption services only from MYP (Out of State residents)

Statement of Agreement

- The execution of this Agreement, the performance of the Agency services or the payment of any fees pursuant to it, provide no guarantee, express or implied, of PAP’s approval as eligible for adoption, the adoptive placement of a child(ren) with PAP, or a successful final adoption of a child(ren) by a PAP.
- I/We understand that the criteria for placement shall be to serve the best interest of the child.
- PAP understands the home study is a prerequisite to adopting a child and is required by the State of Colorado and does not obligate MYP to place a child with them.
- It is understood adoption can be an emotional and strenuous process. It is in the best interests of MYP and PAP to always act in a professional manner with each other. Should MYP determine PAP is managing his/herself/themselves in an unreasonable or verbally abusive manner, or exhibits unreasonable expectations related to their adoption, MYP retains the right to terminate, or hold, for a period, deemed by MYP to cease all adoption services to PAP. In the event of termination of this agreement, all fees due for services rendered are due within one calendar month of termination.
- All PAP of MYP have the right to seek legal counsel, at their expense, to further understand adoption laws and regulations as it pertains to their adoption.
- If MYP has not been contacted for one year by the adoptive family, their file will be closed. No credit will be made for fees already paid.

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Requirements to adopt with MYP.

- Colorado Requirements:
 - Applicant must be 21 years of age or older.
- International Adoption Requirements:
 - Applicant must be 25 years of age or older.
 - One applicant must be a United State Citizen
 - Each Country adopting from will have their own requirements.
- Adoption Criteria:
 - Physically and emotionally healthy
 - PAP(s) must meet the requirements of the selected program,
 - PAP(s) would NOT be considered appropriate for an adoptive placement if they have been convicted of criminal acts, have a history of child abuse or neglect, or have a medical condition (physical, intellectual, or emotional) which would prevent them from being able to responsibly perform the duties of a parent.

PAP(s) are strongly encouraged to disclose all relevant information and discuss any concerns with MYP. All information provided and future information by PAP is true and complete to the best of PAP's knowledge. Regarding PAP out of the state of Colorado, each state has their own adoption laws which the MYP and PAP are obligated to abide by. MYP is not responsible for information received during the home study process that disqualifies a family from adoption.

State Licensure

MYP is licensed by the State of Colorado as a Child Placement Agency (License number 1779392) and is Hague Accredited (Expiration March 20, 2029). A copy of the Agency's most current child placement license and Hague Accreditation is displayed in the Agency office. The most current Agency annual report is submitted to the Colorado Department of Human Services. This licensure allows MYP to provide adoption services, which include home study only, domestic, and international adoption services. A copy of our current license and annual statistics are maintained every three years are attached, thereof.

- All list of all licensed adoption agencies in the State of Colorado: <https://cofamilyfirst.org/agencies-facilities/>
- For review of license - State of Colorado of Human Services, Division of Childcare, 1575 Sherman Street, Denver, CO 80203 / www.cdhs.gov / 303-866-3755
- Rules regulating Child Placement Agencies in the State of Colorado can be found at: <https://www.sos.state.co.us/pubs/CCR/CCRHome.html>
- Colorado Department of Human Services – <https://cdhs.colorado.gov/adoption>
- Center for Excellence in Adoption Services (CEAS) - <https://www.ceadoption.org>

General Terms and Conditions

1. The undersigned PAP applicant requests services for adoption through MYP through this agreement, MYP commits to work toward attempting to match and place a child(ren) for adoption purposes with the PAP. Moreover, in the same manner, the PAP commits to working with MYP as understood by this agreement.
2. The nature of the services provided by MYP requires strict confidentiality regarding all aspects of information and proprietary systems created or utilized by MYP. These proprietary systems include, but are not limited to PAP's information, program information, names of available orphaned children, birth parent information, orphanage, adoption center officials or Foreign Supervised Provider and any confidential affiliate of MYP in the country, including applications completed by the family for use in the course of completing an adoption. PAP's files are kept confidential, with the exception of certain third-party individuals deemed necessary to

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complete adoption and a third party is indicated in the **MYP Release to Share/Receive Confidential Information.**

3. The PAP grants MYP permission to disclose to a third party such information provided by the PAP as MYP deems necessary for the performance of services to the PAP, and further grants permission to MYP to disclose by way of titled photographs the successful outcome of an adoption.
4. The PAP states that all information provided, and future information is true and complete to the best of the PAP's knowledge. During the period between the signing of this agreement and completion of the adoption, PAP will fully and promptly report to Agency any changes that take place having to do with any representation in their Application and any other events or occurrences that could relate to the stability of their marriage, the state of their health, the occupancy of their household, their family, their suitability as parents, their employment and financial circumstances, the welfare of the child, or any other matters that their obligation of good faith to Agency and their obligation of full and complete disclosure would indicate should be revealed to Agency.
5. The PAP understands that there is risk in adoption and that while MYP will diligently pursue the completion of an adoption for the PAP, MYP cannot control all aspects of the process, nor can MYP assure a successful outcome. In the event of any occurrence that impedes the successful outcome of an initial adoption effort, MYP will work with the PAP for as long as reasonably necessary in pursuit of alternative adoption possibilities. The PAP understands that the completion of this application, nor the completion of agreed-upon MYP services assure the referral of a child(ren) for the PAP from the preferred birth parent or country.
6. All PAPs of MYP have the right to seek legal counsel, at their expense, to further understand Adoption Laws and regulations as it pertains to their adoption.

Financial Steps and Disbursements of Funds.

1. A fee agreement is provided in this disclosure, and is incorporated herein, that further clarifies fees, when payments are due and refund policies.
2. Fee Agreements list all the costs of the adoption itemized by services, including incidental fees, additional expenses, and post-finalization fees. Information about reimbursable fees is provided in the Fee Schedule and Agreement.
3. Fees paid to MYP are for services provided to PAP and not for placement or guarantee of placement of a child(ren) and should under no circumstances be construed as paying for a child or children.
4. If additional fees unique to this adoption are incurred, MYP will explain the purpose of the fee prior to the fee due. PAP agree to pay all fees for services rendered.
5. MYP cannot guarantee the performance of other adoption agencies, attorneys, and other governing entities and MYP has no direct control over any of these outside entities. No refunds can be made of any fees and expenses already paid directly to any of the entities of these entities listed.
6. MYP cannot predict how long it may take between the application and the placement of a child. The fee structure remains the same regardless of the child's age, physical or emotional health, or other special needs.
7. MYP does collect advance fees, which may include birth parent, attorney and post-adoption/placement fees which would be refunded if these services were not rendered.
8. PAP may withdraw at any time; however, no refunds will be made for services already rendered.
9. MYP cannot guarantee the performance of other adoption agencies, attorneys, and other governing entities and MYP has no direct control over any of these outside entities.
10. All service fees are subject to change without notice and are non-refundable except where specifically noted.

International Adoption Fees

1. It is understood that international adoption can be an emotional and strenuous process. It is in the best interests of both MYP staff and the PAP to act in a professional manner at all times. MYP retains the right to terminate, or hold, for a period of time deemed appropriate by MYP, all activity related to the PAP's adoption should

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MYP determine that the PAP is managing his/herself/themselves in an unreasonable or verbally abusive manner, or exhibits unreasonable expectations related to their adoption, based upon MYP's own professional assessment. In the event of termination of this agreement, all fees due for services rendered are due within one month of termination.

2. Agency and Program Fees - If after payment of the fees, the PAP should change his/her mind about the adoption or wish to, in any way, cancel this contract, or switch to a different country through MYP, all fees shall be considered as having been disbursed for services rendered and are non-refundable.
3. Foreign Fee – Foreign program fees vary depending on the country and the fees the attorney or facilitator will require. These fees are subject to change without notice. No part of the international fee is refundable once it is disbursed to the foreign country.
4. Care of Child(ren) Fee - Foreign Care of Child fees vary depending on the country and countries central authority. These fees are subject to change without notice. No part of the international fee is refundable once it is disbursed to the foreign country.
5. Travel, lodging, meals, and transportation for the PAP, as well as the child(ren)'s medical, visa, inter-country document notarization or authentication, and foster care (if needed) are the responsibility of the PAP.
6. The PAP understands any additional dossier services, not included in the program fee such as translation, certification, and apostilling dossier documents, will be paid by the PAP in full when services are rendered.
7. MYP does collect advance fees for validation fees for Colorado PAPs, which would be refunded if these services were not rendered. MYP collects liability fees for validation for families residing outside of the state of Colorado, once validation is completed and MYP received the U.S Validation of Foreign Adoption Decree, this liability fee will be refunded as stated in MYP Fee Agreements. 96.40(d)
8. Post Adoption/Placement Fees are due for domestic when there is an official match. For international, before dossier is submitted. These fees are paid directly to MYP families living in Colorado. If families reside outside of Colorado, the family are required to pay their Home Study Agency.
9. **Additional fees.** 22 CFR 96.40(g) MYP does not customarily charge additional fees and expenses beyond those disclosed in MYP Fee Agreements and MYP Disclosure and Adoption Services Agreement and has a written policy to this effect. In the event that unforeseen additional fees and expenses are incurred in the foreign country, MYP charges such additional fees and expenses only under the following conditions:
 - MYP will disclose with an explanation for the additional fees and expenses in writing to the PAP.
 - MYP obtains the specific consent of the PAP prior to expending any funds in excess of \$1,000 for which MYP will hold the PAP responsible or gives the PAP the opportunity to waive the notice consent requirement in advance. If the PAP has the opportunity to waive the notice and consent requirement in advance, this policy is reflected in the written policies and procedures of MYP; and
 - MYP provides written receipts to the PAP for additional fees and expenses paid directly by the agency or person in the foreign country and MYP will retain copies of such receipts.
10. No refunds can be made of any fees and expenses already paid directly to MYP for foreign entities.

Timeframe for Services

The timeframes for each adoption process can vary. The application process, which involves background checks, usually takes around 3-4 weeks. These background clearances must be cleared and completed before the home study process can begin. The Home Study process is around 3-4 months. When the Home Study is approved, the timeframe will vary depending on which adoption program.

- Home Study Only
 - Domestic – Home Study will be submitted to the Birth Parent's Adoption Agency or Attorney. The timeframe to complete adoption is dependent upon Birth Parent's Adoption Agency or Attorney.
 - International – Home Study will need to be Colorado State and USCIS approved which could take up to 6 months. Once approved it will depend upon the country, PAP's Adoption Placement Agency,

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matching, foreign courts, travel, and other extraneous circumstances. The timeframe from the time of match to travel, timeframe could be up to 3 years or longer.

- Domestic Adoption – 1 to 3 years or longer, depending on other variables including but not limited to finding a birth mother wanting to make an adoption plan, parental termination, and courts.
- International Adoption – 2 to 3 years or longer, depending on other variables including but not limited to the foreign courts, immigration, and country of origin.
 - U.S. Citizenship and Immigration Service (USCIS) process takes approximately 6 to 10 weeks depending on the cases that are being process by their officers.
 - The dossier process takes approximately 2 to 5 weeks to complete, depending on the adoptive family's completion.
- Match – Child Referral can take approximately 6 months to 3 years or longer, depending on the country of origin, the Central Authority and can be many other factors. Time variance is dependent upon the approval of the child regarding gender, age and special needs in the home study and the PAP decision to move forward with a child referral.
- Post-adoption supervision is a minimum of a year and up until the child is 18 years old. Each state and country of origin has its own post-adoption requirements, and adoptive families agree to consider this when deciding which program to adopt from. Post Adoption reports are mandatory for all programs due to state law and international laws.

Services from other Entities

- Domestic and Interstate Adoption:
 - MYP will be working with the Adoption Agency and/or Attorney representing Birth Parents or PAP.
 - U.S. courts
- International Adoption:
 - MYP will be working with the Home Study Adoption Agency if PAP resides outside of Colorado.
 - USCIS, U.S State Department, Foreign Supervised Providers, Central Authority of the Country of Origin, foreign courts, and U.S. courts.
- For families completing home studies with a licensed child placement agency located outside of the state of Colorado, MYP will initiate an inter-agency agreement with the out of state adoption agency in order to facilitate the completion of the PAP's home study. The licensed child placement agency would be required to work cooperatively with MYP to ensure the home study is prepared in accordance with the requirements of MYP and state laws. With intercountry adoption, requirements from foreign countries, USCIS, and Hague would also apply. Fees for each service will be charged by the adoption service provider concerned and collected from said adoption service provider as well. The fees are determined by the type of service provided.

Duty of Candor

A Duty of Candor is required for prospective adoptive parent(s) and all additional household members over the age of 18 years old who states all information given to MYP is true and complete. This duty of candor is an ongoing duty and continues throughout the adoption process.

Preferential Treatment

It is the policy of MYP that MYP shall not give preferential treatment to its board members, contributors, volunteers, employees, agents, consultants, or independent contractors with respect to the placement of children for adoption.

22CFR96.39(c)

Concurrent Adoptions

MYP may consider concurrent adoptions on a case-by-case basis.

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Prohibition Against Child-Buying

MYP prohibits its employees and agents from giving money or other considerations, directly or indirectly, to a child's parent(s), other individual(s), or an entity as payment for the child or as an inducement to release the child.

- If permitted or required by the child's country of origin for international adoption, MYP may remit reasonable payments for activities related to the adoption proceedings, pre-birth and birth medical cost, the care of the child, the care of the birth mother while pregnant and immediately following the birth of the child, or the provision of child welfare and child protection services generally. Reasonable payment shall be defined as the fees and costs allowed or required to process an adoption case.
- Permitted or required contributions shall not be remitted as payment for the child or as an inducement to release the child. 22CFR96.36(b) No special payments or gifts will be given outside of what is allowed or required for the adoption program. MYP will impose its own restrictions that funds will only be issued to cover the cost of processing of the adoption case paperwork and for the filing requirements for the entity processing the adoption. No monetary funds will be used in any way to encourage the placement of a child with our agency or to enhance the processing of a case.

Contractual Obligations Documents

The following policies are attached to **MYP's Disclosure and Adoption Services Agreement**. The PAP acknowledges receipt, understands, and agrees with all the policies listed below by signing and dating.

- **MYP Duty of Disclosure/Duty of Candor**
- **MYP Confidentiality Policy**
- **MYP Release to Share/Receive Confidential Information**
- **MYP Communication Policy**
- **MYP Steps of the Adoption Processes**
- **MYP Child Abuse and Neglect / Mandated Reporter**
- **MYP Child Discipline Recommendations**
- **MYP Adoption Training Requirements**
- **MYP Marijuana Use Policy**
- **MYP Waiver of Liability Statement of Risks in Adoption**
- **MYP Post Adoption/Placement Agreement**
- **MYP Disruption/Dissolution Agreement**
- **MYP Refund Policy**
- **MYP On-Hold Policy**
- **MYP Record Maintenance Policy**
- **MYP Verification of Insurance Coverage**
- **MYP Complaint Policy and Procedures on Processing Complaints**
- **MYP Case Transfer Policy**
- **MYP Closure Policy**

Applicable Law

This Agreement shall be deemed to have been entered into in the State of Colorado and all questions concerning the validity, interpretation, or performance of any of its terms or provisions, or of any rights or obligations of the Parties hereto, shall be governed by, and resolved in accordance with the laws of the State of Colorado. Any legal action or mediation concerning the validity, interpretation, or performance of any of its terms or provisions, or of any rights or obligations of the Parties hereto, shall be heard solely in Colorado, the county in which the Agency is located unless the Parties mutually otherwise agree in writing.

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Agreement

This Agreement has been prepared in order to provide the PAPs of Mi Yung Prayer documentation and explanation of the services, and potential problems inherent in an international adoption, and to enter into a legally binding contract between the parties. Please review and understand this agreement and all attachments before signing.

This Agreement contains all the terms and conditions agreed to by each party and supersedes all prior agreements, understandings, and discussions, and constitutes the complete Agreement between the PAP and MYP. No other agreement, oral or otherwise, regarding the terms of this contract changes the disclosure. The paragraph and section headings contained in this Agreement shall be given no legal effect. If any portion of this agreement is determined to be invalid or not legally binding, the remainder of the Agreement shall remain in full force and effect.

The PAP has also had the opportunity to consult with others, including their own attorney, regarding this Agreement, and all questions they have regarding this Agreement have been answered to their satisfaction. The terms contained herein have been fully and completely explained to the PAP's satisfaction. Upon signing this document, the PAP acknowledges that the terms, fee schedule, refund procedures, limitations of liability, waiver of claims and risks of MYP's adoption programs are understood and agreed to by them.

The PAP fully understands that all fees for service must be paid, and their account paid in full, before their adoption will be finalized. Any PAP who knowingly or willfully makes a false statement of any material fact or thing in the application is guilty of perjury and upon conviction thereof, shall be punished accordingly.

The PAP have read this Agreement and has had the opportunity to fully discuss with MYP any questions or concerns they have.

The PAP has read, understands, and agrees with all the information included herein and accepts said information as the policies and conditions for working with MYP. By signing and dating this document, the PAP agrees to the contractual requests of MYP mentioned above.

Printed Name

Printed Name

Signature of Adoptive Parent / Date

Signature of Adoptive Parent / Date

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