

Adoption Services Contract

The following contract outlines the agreement entered into by and between the prospective Adoptive Parent(s) ("AP") and the Adoption Service Provider ("Agency").

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Obligations of AP

1. Full Disclosure and Consent for Release of Confidential Information

- 1.1 Agency requires AP to provide extensive personal and background information at the time of adoption application. Agency has an obligation to collect this information to fully assess the family on behalf of the U.S. government, foreign country, and the child to be placed. Agency values a trusting relationship with families and requires full disclosure throughout the adoption process. Providing misinformation or withholding information pertaining to current or past medical treatment, counseling, substance abuse, child or spouse maltreatment, violation of laws, arrests, financial status or other relevant aspects of family background, can be grounds for termination of the adoption application at any time during the process.
- 1.2 Agency is obligated to release information about AP to the agency and social worker completing the home study and post placement services, the foreign Cooperating Agency, Government or Adoption Authorities in the U.S. and foreign country, and licensing/accrediting entities as part of the adoption process and licensing/accreditation process.

A. Agreement & Release Regarding Disclosure of Confidential Information

AP authorize Agency to obtain any and all information Agency deems necessary from professional and personal sources including, but not limited to, medical and counseling professionals, family members, references, employers, accountants, law enforcement, social workers or adoption agencies that were involved in completed, incomplete, or denied home studies, and/or any other pertinent source to thoroughly evaluate the readiness and suitability of AP to adopt a child. AP further authorize Agency to release any and all records, documents, and information Agency may have concerning the adoptive family to, and to fully discuss the adoptive family with, any cooperating agency providing services to the adoptive family in conjunction with this agreement, and/or any government or adoption authorities, officials, attorneys, or personnel in the United States or the foreign country. This authorization is subject to all applicable records, information, and discussions as are reasonably necessary, in Agency's sole discretion, to provide the adoption services specified in this agreement and to comply with regulations necessary to maintain Agency's licenses and accreditations in the U.S. and foreign country. AP hereby waive their rights of confidentiality and acknowledge that the records and information to be released may include confidential information which could not be released without this written consent, including information that is specific to counseling, family planning, employment, finances, criminal or unlawful incident history, drug, alcohol or psychiatric treatment, child or spouse maltreatment, history or allegations of abuse, neglect, or violence, and/or medical examination results, including HIV testing and medical diagnosis and treatment. AP also authorize Agency to release records and information pertaining to any incomplete or denied home study application or home study to other licensed adoption agencies and U.S. government adoption officials. AP hereby release Agency from all legal responsibility or liability that may arise from the release of records and information authorized herein. AP understand that this consent and release expire automatically at the time post placement requirements are fully met or AP's adoption application is withdrawn or terminated.

- 1.3 The AP authorize Agency to speak with either spouse about any information learned about the other spouse throughout the adoption process.

B. Agreement & Release Regarding Disclosure of Confidential Information to Spouse

If the AP are a married couple, by signing this agreement, each spouse authorizes Agency to disclose and discuss with the other spouse any confidential information Agency may learn or obtain concerning either spouse. The AP hereby waive their rights of confidentiality and acknowledge that the information to be released to their spouse may include confidential information which could not be released without this written consent, including information that is specific to counseling, family planning, employment, finances, criminal or unlawful incident history, drug, alcohol or psychiatric treatment, child or spouse maltreatment, history or allegations of abuse, neglect, or violence, and/or medical examination results, including HIV testing and medical diagnosis and treatment. The AP hereby releases Agency from all legal responsibility or liability that may arise from the release of information authorized herein. AP understand that this consent and release expire automatically at the time post placement requirements are fully met or AP's adoption application is withdrawn or terminated.

- 1.4 Agency requires AP to provide updates to the agency should any information about the adoptive family change during the adoption process. This information may include, but is not limited to, change of residence or contact information, change of employment or financial status, additional persons living in the home, family members leaving the home,

change in marital status, death of a family member, pregnancy, pursuing, being offered or receiving a child from another source (e.g., adoption or foster care), violations of the law or arrests involving anyone living in the home, allegations or charges of child abuse or neglect brought against anyone living in the home, serious illness or medical treatment, and counseling for the adoptive family. Changes in the adoptive family's situation may impact their eligibility to adopt a child.

C. Agreement Regarding Timely Disclosure of Changes in Family Situation

AP agree to notify Agency and their home study agency immediately, but in no event more than 2 weeks, regarding any significant changes in their family's situation. The AP understand that the changes may impact their eligibility to adopt from a particular country and/or may result in their adoption application being placed on hold or terminated depending on the circumstances. The time on hold will be determined by Agency and will vary on a case-by-case basis.

1.5 AP are required to certify they are not currently pregnant and to withdraw any application with any other agency upon Agency's acceptance of their Home Study Application. Agency is willing to waive this stipulation only if AP provide Agency with a notarized declaration that they will inform Agency immediately should they 1) become pregnant or 2) accept a child from another source. They must also provide Agency a written statement from the other adoption agency on their letterhead declaring they are aware of AP's concurrent adoption application with Agency and will inform Agency immediately upon AP's acceptance of a child. AP who initiate a concurrent adoption application with another country program with Agency are responsible for paying all fees associated with both country programs, including the agency fees. AP will be responsible for completing a full home study for both country programs. The applications will be considered distinctly separate adoption processes. If AP become pregnant or accept a child from another source, and AP have not yet been assigned a child from Agency, Agency may place the adoption application on hold. The exact amount of time on hold will vary depending on the country AP are applying to adopt from, the timeframe of the adoption process, and the average age of the child referred from the country. These factors are considered because some foreign countries require the child being adopted to be at least one year younger than the family's youngest child in the home. The same will hold true if AP have concurrent adoption applications with two country programs with Agency and accept a child. If AP accept a referral of a child from Agency, they must not accept a referral or foster care placement of another child until they have completed Agency's post-placement supervision. If a pregnancy should occur after AP accept the assignment of a child from Agency, the referral of the child may be withdrawn. The withdrawal of the referral is mandatory for some foreign countries (e.g., Hong Kong, Korea).

D. Agreement & Release Regarding Pregnancy or Another Adoption Application/Placement

AP declare that they are not currently pregnant and will withdraw any application with another agency upon Agency's acceptance of Home Study Application. If AP are seeking to have this requirement waived, AP understand and agree to comply with policy 1.5. Furthermore, the AP authorize Agency to release information to and obtain information from any adoption agency and/or attorney facilitating a concurrent adoption relevant to upholding requirements of policy 1.5.

2. Respect in Verbal and Written Communication

2.1 Agency staff and the AP have a shared responsibility to treat each other with mutual respect in all communication including emails, telephone calls, and personal meetings.

2.2 Agency staff will respectfully consider AP requests, but will not tolerate AP making demands or speaking in an aggressive or disrespectful manner. AP will not be allowed to dictate deadlines

for when information is provided and/or how to communicate with the U.S. government or foreign country.

2.3 If the AP has a complaint regarding their adoption process, they may refer to the complaint policy in this contract.

E. Agreement Regarding Respectful Communication

AP agree to use respect in all communication with Agency. AP will not make unreasonable demands or speak in an aggressive or disrespectful manner to staff. When voicing dissatisfaction, AP agree to remain calm and non-threatening.

3. Parent Education

3.1 Agency provides preparation and training designed to promote a successful adoption and to prepare AP as fully as possible for the adoption of a specific child. Agency strives to connect families with a vast array of reliable resources to ensure the AP receive the preparation and training they deserve. Agency requires the AP to complete the education requirements as outlined in the *Parent Education Form* provided with Home Study Application prior to traveling to receive their child or their child arriving home. The AP must complete a minimum of 24 hours of education and training prior to traveling and receiving their child. At least twelve of these hours must be completed prior to approval of the Home Study Application. Additional hours may be required by Agency, the U.S. government and/or foreign country. Agency recognizes that life experience provides exceptional opportunities for learning, but also believes learning is a never ending, lifelong process. Agency will take families' previous training, education, and personal experiences in the realms of adoption and parenting into account when determining the appropriateness of granting exemptions from all or part of the training and preparation that would normally be required of AP. (96.48)

F. Agreement Regarding Parent Education

AP agree to complete the education requirements as outlined in the *Parent Education Form* prior to traveling to receive their child or the child arriving home. The AP agree to assume responsibility for the costs to any third parties necessary to complete all pre-adoption education.

4. Home Study and Post Placement Services

4.1 AP must disclose any previous home studies they have been involved in, whether completed or not, including dates, agency name and circumstances.

4.2 Agency will assign a social worker to complete the home study and post placement visits and reports for families residing in Agency's service area, which includes Arkansas, Kansas, Missouri, Oklahoma, Texas, Florida and the following counties in southern California (Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, Ventura).

4.3 If the AP resides outside of the Agency's service area, the AP must select another agency to complete the home study and post placement visits and reports. The agency selected by the AP must be a non-profit, child placing agency licensed in the family's state of residence. Some foreign countries require the agency providing home study and post placement services to be accredited by COA or an accrediting entity designated by the U.S. Department of State.

4.4 AP is responsible for paying all fees for home study and post placement services directly to the home study/post placement agency.

4.5 Agency does not have control over the home study/post placement agency's individual social workers or their work performance.

4.6 A formal agreement must be in place between Agency and the home study/post placement agency before the AP can begin the home study or post placement visits.

4.7 AP is responsible for providing all documentation requested by Agency and the agency completing the home study to ensure the home study report meets requirements for state licensing, USCIS and the foreign country. If the AP is using a separate agency to complete the home study, they must provide the documentation directly to that agency.

- 4.8 AP is responsible to complete and assume responsibility for the costs associated with home study updates or addendums as required by state licensing, USCIS, or the foreign government if the government entity issues a request for additional information, the original home study expires, the AP have a pertinent change in their family situation, there is a change in the country the AP chooses to adopt from, or there is a change in the age, gender, or health status of the child desired.
- 4.9 At least one home study and post placement visit will occur in the AP home. The total number of visits in the home will be determined by state licensing and/or the foreign government. The AP may be asked to travel to the social worker's location or a mutually decided on location for one or more visits.
- 4.10 The assessment of the AP's readiness and suitability to adopt a child is ongoing throughout the entire adoption process. A prior approved home study does not guarantee ongoing approval of the AP if the family's situation changes or new information is received about the family. The AP is obligated to disclose to the Agency any changes in the family's situation during the entire adoption process.

G. Agreement & Release Regarding Home Study and Post Placement Services

AP agree to disclose any previous home study they have been involved in, whether completed or not. AP agree to obtain and provide any documentation requested by the agency completing the home study and post placement services directly to that agency. AP agree not to begin any home study or post placement visits until 1) a formal agreement is in place between Agency and the home study/post placement agency, 2) the AP's Home Study Application is approved, and 3) Agency has officially requested the home study or post placement report and notified the home study/post placement agency to begin the visits. Please refer to Agreement and Release Regarding Disclosure of Confidential Information and Agreement Regarding timely Disclosure of Changes in Family Situation.

5. Supplemental Evaluations, Counseling, and/or Treatment

- 5.1 Agency may recommend or require AP to obtain independent evaluations, counseling, and/or treatment prior to the initiation or completion of a home study application, home study or the placement of a child. Agency recommendations may include psychological testing, marriage or individual counseling, infertility counseling, substance abuse evaluations, parenting classes, etc. Foreign countries and the U.S. government may also require additional evaluations before making a decision about accepting the AP adoption application or making a child placement decision. The cost of these services will be the responsibility of the AP.

H. Agreement & Release Regarding Supplemental Evaluations, Counseling and/or Treatment

AP agrees to comply with requirements and recommendations by Agency, the foreign country or the U.S. government to obtain independent evaluations, counseling, and/or treatment and disclose the results/outcome to Agency. Please refer to Agreement and Release Regarding Disclosure of Confidential Information. AP understand they are responsible for the costs incurred. Refusal to comply with these requirements and recommendations may be grounds to terminate the AP adoption application.

6. Payment of Adoption Fees

- 6.1 AP will receive statements from Agency on a regular basis. The AP must pay the fees in a timely manner and within 30 days of receiving the statement.
- 6.2 Agency will not allow the AP to advance to the next step of the adoption process until all scheduled fees are paid in full.
- 6.3 AP must pay the entire balance due to Agency prior to the AP traveling to receive the child.
- 6.4 AP are responsible for collecting receipts for any money paid by them to third parties.

I. Agreement Regarding Payment of Adoption Fees

AP attests that they have read the fee schedule document and understand the schedule of fees to be paid to Agency and other third parties during the steps of the adoption process. AP understands that all fees are due as services are rendered and agree to pay their fees to Agency in a timely manner with the final balance due prior to traveling to receive the child. The AP understands that if fees are not paid according to schedule, the AP will not be able to advance to the next step of the adoption process. AP understand that fees are subject to change and that AP will be charged the rate that is current at the time of the billing for the service.

7. Internet and Social Media Usage

- 7.1 Access to and use of the internet and social media for AP has become a useful tool for education and support during the adoption process. However, AP should be wary of the reliability of information posted on adoption bulletin boards and shared in adoption web forums and blogs and recognize that every family's experience will be unique.
- 7.2 Agency recognizes that the adoption journey can be frustrating at times and can evoke a myriad of thoughts and feelings about the various aspects of the adoption process. AP should be aware that the internet is accessible to everyone, including foreign government officials, and should be careful not to post disparaging opinions or negative information. While it may be cathartic at the time, sharing these thoughts and feelings via the internet and social media could be damaging to the future of international adoption as a whole.
- 7.3 AP should thoughtfully consider, when posting on the internet or social media, what AP would want the officials and citizens in their child's birth country to discover about their adoption experience and what AP would want their future child to read someday about their country, heritage, adoption, special needs, etc.
- 7.4 Agency requests that AP password protect their personal websites and adoption blogs for the sake of personal safety and privacy. Agency requests that AP restrict information, including photos and videos, shared about the child they are referred to non-identifying information until the adoption is finalized.
- 7.5 Some foreign countries have laws or regulations that restrict or prohibit AP from posting identifying information, photos and video of the child prior to the adoption finalization.

J. Agreement Regarding Internet and Social Media Usage

AP agree to use care and discretion and limit personal information, including photos and videos, shared about the child on the internet, public web forums, blogs and social media. If AP decide to have a blog, they agree to have a password protected site for the sake of the personal safety and privacy of the child they are in the process of adopting. AP agree to abide by foreign country laws and regulations pertaining to protecting the child's personal information until the adoption is finalized.

8. Child Care Standards-Basic Safety, Care, and Behavioral Management Guidelines

- 8.1 Child Care Guidelines - The AP understand that the following child care guidelines are effective prior to placement of the child in the home and until the date the adoption is finalized/re-finalized in the United States.
- 8.1.1 All infants and toddlers will be given constant supervisory care and no child shall be left in the supervised care of a minor 14 years old or younger.
- 8.1.2 Licensed childcare providers are recommended for alternative supervisory care.
- 8.1.3 The AP will follow their state's car seat regulations and will have their child's car safety seat installation inspected. (For example, Texas requires all children to ride in an approved car seat until the child has achieved both the age of five years and is 36 inches in height.)
- 8.1.4 A child shall not be left unattended in a high chair or a stroller.
- 8.1.5 A child shall not be given unsupervised access to places where he can drown, smother, scald, burn himself, or be placed in immediate danger.

- 8.1.6 Once a child crawls, stairways shall be guarded, low tables cleared and tablecloths removed. Plastic plugs must be on outlets. Drawer and cupboard latches must be used.
- 8.1.7 All medication (prescription or over-the-counter) must be stored out of child's reach either under lock and key or under an appropriate child safety device.
- 8.1.8 All toys shall be safe and age appropriate.
- 8.1.9 Firearms and ammunition in the home shall be stored separately, and under lock and key. The keys shall be stored out of the reach of children and separately from both firearms and ammunition.
- 8.1.10 The AP shall have smoke detectors near or by each bedroom in the home. Fire extinguishers shall be kept in the kitchen and up to date and remain easily accessible to an adult. It is recommended that the AP ask the local Fire Marshall's office to inspect their home for safety. Carbon monoxide detectors are also recommended.
- 8.1.11 Swimming pools shall have a cover or be fenced in.
- 8.1.12 AP shall attend CPR class appropriate to the child's age.
- 8.1.13 Information will be sent after the child arrives that should be shared with the family's pediatrician regarding immunizations and lab tests that are recommended for internationally adopted children. AP shall follow the immunization schedule recommended by their pediatrician for the child they adopt. Agency strongly advises that AP and the family's pediatrician comply with the recommended lab tests, unless medically contra-indicated.
- 8.1.14 Pets in the home shall have up-to-date immunizations and pose no threat to children.
- 8.1.15 Fireplaces shall be screened in or have an adequate guard as to prevent access to child.
- 8.1.16 Interior and exterior of the home shall be free from all hazardous debris. Flammable liquids shall be kept separate from any heat source.
- 8.1.17 A family evacuation plan shall be in place in case of fire, flood or natural disaster.
- 8.1.18 Minors in care may not use or possess tobacco products or alcohol. AP will use due diligence to monitor children.
- 8.1.19 Household cleaning chemicals, poisons and hazardous chemicals (e.g., insecticides, weed killer) should be stored out of reach of children.
- 8.1.20 Explosive or flammable materials, dangerous projectiles or toys that explode or shoot (such as fireworks, BB guns, etc.) should be stored out of reach of children.
- 8.1.21 Families in Texas shall have at least one window screened for ventilation in the child's room.
- 8.1.22 Families in Texas shall have their child's outdoor play area fenced, free of hazards to children and drained with no standing water that might adversely affect health or personal safety.
- 8.2 Behavioral Management Guidelines - The AP understand that the following Behavior Management guidelines are effective upon placement of the child with the AP until the adoption is finalized/re-finalized in the United States.
- 8.2.1 Discipline of any type is not permitted for children 12 months and under. Infants cry in response to needs. It is only through responding in a consistent, nurturing manner that infants learn to trust others. Without this, they risk impairment for life. If the baby demands more of the AP than can be tolerated, it is the responsibility of the AP to arrange for another appropriate caregiver to provide respite to the AP.
- 8.2.2 As a child becomes mobile, more limits are needed for physical protection, social development and impulse control.
- 8.2.3 Any serious medical, physical, mental or emotional incidences must be reported to the agency within 24 hours of the occurrence. These include but are not limited to suicide or suicide attempt, abusive treatment and activity by an adult or child, critical injuries, or death.
- 8.2.4 Agency recommends using the following techniques to provide loving guidance and discipline: distraction, redirection, modeling and praising desired behavior, time in, helping the child use their words to express needs and feelings, listening, playful engagement, providing a high-nurture, high-structure environment, changing the environment, structuring activities and anticipating situations which may produce stress for the child.
- 8.2.5 When a child begins to develop a greater capacity to understand and communicate, Agency suggests AP utilize a variety of interventions congruent with the child's developmental functioning. Since the effectiveness of some interventions will be greatly influenced by a child's developmental functioning and temperament, AP should evaluate the choices prior to implementation. Some suggested interventions are as follows: developing clear rules with specific consequences, engaging in enriching family activities, preparing child ahead of time regarding transitions and changes in the schedule or routine, providing opportunities for age-appropriate structured activities outside of the home, building self esteem, asking questions, rewarding appropriate behavior, stating expectations for behavior, giving children opportunities to learn from mistakes, applying natural and logical consequences, encouraging children to set rules for themselves, and teaching children to problem solve and communicate effectively.
- 8.2.6 Discipline should not be given by anyone but the AP or adult caregiver(s) designated by the AP. The following discipline methods should not be utilized:
- 8.2.6.1 Physical punishment, including spanking, slapping, smacking, pinching and other acts intended to cause physical pain
- 8.2.6.2 Harsh, cruel, unusual, unnecessary, demeaning or humiliating punishment
- 8.2.6.3 Unproductive work, forced exercising, acts of public humiliation
- 8.2.6.4 Denial of mail or visits with birth family or the significant people in the child's life prior to placement
- 8.2.6.5 Threats of loss of placement for behavior control
- 8.2.6.6 Personal restraint unless to protect a child from endangerment to self or others
- 8.2.6.7 Using food for reward or punishment
- 8.2.6.8 Physically shaking a child is never appropriate, as it can result in severe neurological damage
- 8.2.7 Some states prohibit the use of physical discipline with an adopted child until finalization has occurred or even after finalization, and require families who use or plan to use physical discipline to obtain education regarding other methods of discipline. Please contact your social worker or case manager for recommendations.
- 8.2.8 After finalization/re-finalization of the adoption in the United States, if other forms of discipline prove to be ineffective in a given situation and spanking is decided upon and allowed by state licensing standards, AP will use an open hand on the bottom. AP will not use spoons, belts, switches or any other item for a spanking nor to any other part of the body than the bottom.
- 8.2.9 Every parent has moments of stress due to the fatigue and the demands of caring for a child. Agency recommends that each AP have a support person/s identified whom they can call at any time to provide respite, as needed.

K. Agreement Regarding Child Safety, Care, and Behavioral Management Guidelines

AP agree to comply with the foregoing requirements and recommendations of these child safety, care, and behavioral management guidelines upon the completion of the home study or at a time agreed to with their social worker, but prior to the placement of the child(ren) in their home. The AP understand they must follow these guidelines as required by Agency's licensing standards. The AP have read the above guidelines and understand that this agreement is effective until the date

the adoption is finalized/re-finalized in the United States.

9. Restrictions on Contact with Relevant Entities in Foreign Country

- 9.1 Agency stays abreast of current rules and processes for each foreign country and diligently manages AP's adoption case. Agency trusts our partner Cooperating Agencies to be the experts on the rules and processes in their country. Agency has regular and consistent communication with our foreign Cooperating Agencies so that AP can be updated on the progress of their adoption case. All communication by the AP throughout the adoption process must be through Agency, unless expressly permitted by the Country Program Staff. The AP should share any questions or concerns directly with Agency, and Agency will forward them to the foreign Cooperating Agency and share the response with the AP.
- 9.2 AP must refrain from contact with the Cooperating Agency, legal guardian, caregivers, foster home, children's home, orphanage, attorneys, foreign government officials, U.S. Embassy/Consulate or any other individual or agency assisting with the facilitation of the adoption in the foreign country unless expressly permitted by the Central Authority of the foreign country or the Country Program Staff.
- 9.3 In general, expedited services are not available in the adoption process unless the child has an imminent life-threatening medical issue. If any type of expedited services are available, the AP will be notified of this option.

L. Agreement Regarding Restrictions on Contact with Relevant Entities in Foreign Country

AP agree that all communication throughout the adoption process with relevant entities in the foreign country regarding their adoption case will be through Agency, unless expressly permitted by Country Program Staff. AP agree not to directly or indirectly contact Cooperating Agency, legal guardian, caregivers, foster home, children's home, orphanage, attorneys, foreign government officials, U.S. Embassy/Consulate or any other individual or agency assisting with the facilitation of the adoption in the foreign country unless expressly permitted by the Country Program Staff and in accordance with Hague regulations. AP agree not to ask or use relatives, friends or acquaintances that live in the U.S. or foreign country to obtain information on behalf of the AP. AP agree not to use an independent attorney or investigator in the foreign country to intervene in the adoption process on their behalf. Failure to comply may be grounds to terminate the AP adoption application.

10. Post Placement Supervision and Document Requirements

- 10.1 Post Placement supervision is a very important service for the adoptive family and a primary focus of Agency's services. It provides an opportunity for the AP to express joys and concerns about their family's and child's adjustments. Agency and the family's social worker can continue providing education about the common adjustments families face after their child arrives home and provide community and adoption resources that may be helpful for the child and family. Agency can also help connect AP with families who have experienced similar situations and can be sources of ideas, support and encouragement for one another.
- 10.2 Agency's foreign Cooperating Agency and the government adoption authorities in the child's birth country want to know how the child is adapting and thriving in their new environment and family. Post placement reports serve as an important testimony to the benefit of international adoption for children.
- 10.3 Agency requires a minimum of three post placement visits within the first year with a social worker and written reports and photos to be submitted to the foreign country after the child is placed with the AP. All family members are expected to be present for the visits, and a minimum of one visit will occur in the home, unless otherwise specified by foreign country requirements. AP may be

asked to travel to the social worker's location or a mutually decided on location for one or more post placement visits. **(96.50g, 96.51c)**

- 10.4 AP must provide Agency with post placement photographs that comply with requirements set by Agency, state licensing, and foreign country at the time of the post placement visit.
- 10.5 Some foreign countries and states require ongoing post placement supervision and reports completed by a social worker until the adoption is finalized/re-finalized in the United States and the family obtains the U.S. Certificate of Citizenship. **(96.51c)**
- 10.6 Some foreign countries and states require additional post placement reports completed by a social worker that extend beyond three reports in the first year. **(96.50g, 96.51c)**
- 10.6.1 The Government of China requires an additional post placement report 2-years after adoption.
- 10.6.2 The Government of Haiti requires an additional post placement report 2-years after adoption.
- 10.6.3 The Government of South Korea requires 4 post placement reports in the first year.
- 10.7 Some foreign countries require family reports written by the AP. Agency will provide the AP with a format for the family reports and accept them directly from the AP. **(96.51c)**
- 10.7.1 The Government of China requires family reports 3-, 4-, and 5-years after adoption.
- 10.7.2 The Government of Haiti requires family reports 3-, 4-, 5-, 6-, 7- and 8-years after adoption.
- 10.7.3 The Government of India requires family reports 12-, 18-, 24- and 30-months after adoption.
- 10.7.4 The Government of Vietnam requires family reports 18-, 24-, 30- and 36-months after adoption.
- 10.8 Agency will maintain copies of all post placement reports and family reports in the AP adoption record and submit them to the appropriate foreign government agency in a timely manner.

M. Agreement Regarding Post Placement Supervision and Requirements

The AP agree to accept post placement supervision, complete the minimum three post placement visits and reports with the social worker within the first year, and comply with all additional post placement requirements set by Agency, state licensing or the foreign country, such as additional post placement visits and reports in the first year, supervision extending beyond 12 months, and submitting family reports. At the recommendation of Agency and based on the assessed needs of the child and family, the AP agree to meet with their social worker for additional post placement visits at their expense.

- 10.9 AP agree to notify Agency of any moves or significant changes in the family's situation prior to the adoption being finalized/re-finalized in a U.S. court or the completion of post-placement supervision, whichever is later.
- 10.10 Agency requires all AP to submit copies of all medical, adoption or guardianship documents received in their child's birth country to Agency.
- 10.11 Agency requires all AP to obtain an adoption decree issued by a U.S. court. Agency recommends AP utilize the services of an attorney experienced with international adoption.
- 10.11.1 If the adoption is not finalized in the child's country of birth, AP must finalize the child's adoption in a U.S. court according to the laws of the AP's state of residence.
- 10.11.2 If the adoption is completed in the child's country of birth, the AP must re-finalize the adoption in a U.S. court according to the laws of the AP's state of residence. If available in the AP state of residence, a Recognition of Foreign Adoption decree issued by a U.S. court may be obtained in lieu of a full adoption decree.
- 10.11.3 AP must obtain and provide the court with any documentation required by the judge, which may include post placement reports, current criminal and child abuse background clearances, and home study update.

- 10.11.4 Agency requires AP to provide a copy of the U.S. final adoption decree or Recognition of Foreign Adoption decree to Agency within 2 weeks of decree being issued. If required by the foreign country, AP will provide a certified copy of the U.S. adoption decree.
- 10.11.5 After obtaining the U.S. adopt decree, AP or their attorney can apply for a U.S. Certificate of Foreign Birth which names the AP as the child's parents and provides the child with a U.S. birth certificate.
- 10.12 Agency requires all AP to obtain documentation of U.S. citizenship, in the form of the Certificate of Citizenship, for their child and to provide a copy of their child's Certificate of Citizenship to Agency. The Certificate of Citizenship must be in their child's full, legal English name. If the child travels home on an IR-4 or IH-4 visa, the child will not be eligible to apply for U.S. citizenship until the AP finalize the adoption in a U.S. court. Some foreign countries require Agency to submit a copy of the child's Certificate of Citizenship during post placement supervision.
- 10.13 Agency requires all AP to obtain a Social Security number for their child and provide the number to Agency.

N. Agreement & Release Regarding Required Post Placement Documents

AP agree to notify Agency of any moves or significant changes in the family's situation prior to the adoption being finalized/re-finalized in a U.S. court or the completion of post-placement supervision, whichever is later. If the adoption is not finalized in the child's birth country and not yet finalized in a U.S. court, AP agree not to move to a new residence without first notifying Agency. AP agree to provide Agency with copies of all medical, adoption or guardianship documents received in the child's birth country. The AP agree to obtain an adoption decree or Recognition of Foreign Adoption decree issued by a U.S. court and provide Agency with a copy of the final adoption decree within two weeks of the decree being issued. AP who adopt a child from Hong Kong must submit certified copies of the U.S. adoption decree. The AP agree to obtain a U.S. Certificate of Citizenship in their child's full, legal English name and provide Agency a copy of the Certificate of Citizenship. The AP agree to obtain a Social Security number for their child and provide the number to Agency. AP understand they are responsible for all costs associated with obtaining the adoption decree, Certificate of Citizenship, and Social Security number.

AP understand that if they choose not to abide by these Agency post placement requirements, they are going against the recommendations and requirements of Agency. AP decision not to obtain all post placement documentation required and recommended by Agency could result in detrimental consequences for the child, even into adulthood. AP may still have to complete these steps in the future if a U.S. final adoption decree, birth certificate, or Certificate of Citizenship is required by any government agency, court, military branch, school, employer or business. AP understand the child's immigration status may be questioned by authorities if a Certificate of Citizenship is not obtained. The AP also understand that there may be a risk to their child's inheritance rights by not having a legal adoption document widely recognized in the United States. The AP will not hold Agency responsible in any way should there be any repercussions from their decision not to abide by Agency's post placement requirements and recommendations.

- 10.14 AP assumes full responsibility for all medical, dental, vision, and mental health expenses incurred by the child upon his or her placement with AP, whether that occurs in the foreign country or in the U.S.
- 10.15 Agency requires AP to have health insurance coverage for each family member and for any medical care the child to be adopted might need upon arrival. AP must provide proof of their health insurance coverage.

- 10.16 AP must be diligent about researching their coverage to be sure their health insurance will cover pre-existing conditions diagnosed before placement and any undiagnosed medical conditions which may be diagnosed after placement. AP should fully understand the benefits available to the child and out-of-pocket expenses that will be the responsibility of the AP.
- 10.17 AP will take all measures necessary to add the child to their health, dental, and vision insurance coverage effective the date the child is placed in their physical custody. Agency will provide AP with documentation that may be required by the insurance carrier to process the AP's request to add a dependent to their plan.
- 10.18 It is very important for the child to have a complete medical examination shortly after arrival from the foreign country. Agency recommends a first visit within two weeks after arrival to include a non-invasive routine physical. Unless medically urgent, lab tests, blood draws, and shots ideally should be completed at a second visit after the child has been home at least one month.
- 10.19 Agency requires all AP to agree to immunize their adopted child and also agree to their child receiving medical treatment and blood transfusions should their child require it.

O. Agreement & Release Regarding Medical Care of Child After Placement

The AP agree to assume full responsibility for the custody, care, nurture, and medical, dental, vision, and mental health care and treatment of the child upon the date the child is placed in the physical custody of the AP and through the age of majority. AP hold Agency harmless from any and all responsibility for any type of injury, harm, damage, or loss in any way relating to or arising out of diagnosed, improperly diagnosed, or undiagnosed medical, dental, vision, and mental health issues/conditions which may affect the child and require care and treatment. AP agree to place the child under the care of a licensed physician for routine health care. AP agree to have their physician complete the *Post Placement Child Health Examination* form within 30 days of the child arriving home and the *Post Placement Lab Test* form within 6 months of the child arriving home. AP agree to ensure that both completed forms are submitted to Agency. AP agree to inform Agency of any serious injury, illness or death of the child.

11. Adoption Leave

- 11.1 Adoption leave is a critical part of facilitating a healthy bond and attachment with the child. Agency requires all AP to take at least six weeks of adoption leave from work after their child comes home. The time can be split between the parents if both parents work.

P. Agreement Regarding Adoption Leave

AP agree to have at least one parent remain with the child as the primary caregiver for at least six weeks after arriving home to enhance bonding and attachment.

12. Guardian Plan and Will

- 12.1 Agency requires all AP to identify a viable guardian plan for their child should something happen to them after the adoption placement. The designated guardian must provide a notarized statement agreeing to accept this role.
- 12.2 Agency encourages each AP to have a will that formalizes their guardian plan in place within three months of finalizing/re-finalizing the adoption in a U.S. court

Q. Agreement Regarding Guardian Plan and Will

The AP agree to identify a viable guardian plan for any minor children, including the child to be adopted, prior to completion of the Home Study Application. AP agree to formalize their guardian plan in a will within three months of finalizing/re-finalizing the adoption in a U.S. court if they do not already have a will in place prior to the adoption.

Obligations of Agency

13. Disclosure of Statistical Information

13.1 Upon request by AP, Agency will disclose statistical information related to the Agency's number of adoption applications, adoption placements, disruptions, dissolutions, and children who are eligible for adoption and awaiting referral for the prior three calendar years. **(96.39a)**

14. Fees and Refunds

- 14.1 Agency makes every effort to disclose to AP all fees that may be incurred in the adoption process by making available to AP upon initial contact with Agency a written schedule of expected total fees and estimated expenses for the adoption process via the country program fee schedules. Agency does not customarily charge additional fees and expenses beyond those outlined in the fee schedule. **(96.39a, 96.40g)**
- 14.2 Agency shall always ensure that adoption services are provided ethically and in the best interests of children while preventing abduction, exploitation, sale, or trafficking of children. Agency does not compensate any individual who provides adoption services with an incentive fee or contingent fee for each child located or placed for adoption. **(96.35a, 96.36a)**
- 14.3 Agency prohibits its employees and agents from giving money or other consideration, 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. Furthermore, permitted or required contributions shall not be remitted as payment for the child or as an inducement to release the child. **(96.36a)**
- 14.4 Once the service has been rendered, the fee is non-refundable. Please see the chart in this section for instances when a portion of the fee may be refunded. **(96.40d)**
- 14.5 The Executive Director retains the right to assess individual cases and determine refunds for unique and extenuating circumstances. **(96.40d)**
- 14.6 Any refund to which AP may be entitled will be paid within 60 days after all services, other than post placement supervision, have been provided. If the amount of a refund cannot be determined because of outstanding post placement services, any refund will be paid within 60 days after all post placement services, and all other adoption services, have been provided. **(96.40h)**
- 14.7 Agency may raise the amount of fees needed to complete the adoption service. The AP will be notified in writing by Agency of any fee changes that occur during their adoption process. The AP are responsible for paying the fee that is current at the time the service is billed to the family based on the written notification of fees they have been given. **(96.40g)**
- 14.8 The foreign country may raise the amount of fees needed to complete the process of adoption or guardianship while caring for the needs of the child. If the foreign country increases its fees before AP have received their child, the AP will be responsible for the new fees. The AP will be notified in writing by Agency of any fee changes that may occur during their adoption process. **(96.40g)**
- 14.9 The U.S. Citizenship and Immigration Services and Department of State may increase the fees needed to complete applications and fingerprints at any time. The AP will be responsible for the fees current at the time they submit the application or are fingerprinted. **(96.40g)**
- 14.10 If there are unforeseen increases or additional fees or expenses in the adoption process, Agency will disclose the new fees or expenses in writing to the AP. If the fees exceed \$1000, Agency will obtain and record the consent of the AP before expending such fees and holding the AP responsible for the fees, unless the AP have waived the consent requirement in advance. **(96.40g)**
- 14.11 Agency will provide a statement of the total fees and expenses incurred by the AP on a regular basis as services are rendered or upon request by the AP at any point during their adoption process. **(96.40g)**

- 14.12 A written receipt for any additional fees paid beyond those originally disclosed in the fee agreement will be provided to the AP. If these fees or expenses are incurred in the foreign country, this receipt will be requested from the foreign Cooperating Agency if at all possible. If the Cooperating Agency is unable to provide a receipt, Agency will provide a receipt to the AP showing that the funds were received and paid to the Cooperating Agency. **(96.40g)**
- 14.13 The AP may place their adoption application on hold for up to two years without forfeiting their agency fees. If the AP decide to re-activate their application in this timeframe, they are responsible for completing any new paperwork required, which may include filing new USCIS forms, completing a new home study and processing a new dossier. Agency will apply 100% of the family's previously paid Agency fees to the reactivated adoption if it takes place within two years of the application being placed on hold. AP are also required to sign a new fee schedule at the time they re-activate the application and are responsible for paying the difference between the old fees and the current fees (e.g., program management fees, international fees, country fees). For any new services rendered, AP will be charged at the rate that is current at the time of billing for the service.

Program Management Fee #1	60% of the fee is refundable if the AP withdraw 4 weeks or less after Home Study Application approval and prior to home study approval
	40% of the fee is refundable if the AP withdraw 4 to 8 weeks after Home Study Application approval and prior to home study approval
	Fee is non-refundable if the AP withdraw eight weeks or more after Home Study Application approval or after home study approval
Program Management Fee #2	60% of the fee is refundable if the AP withdraw 8 weeks or less after home study approval
	40% of the fee is refundable if the AP withdraw 8-12 weeks after home study approval
	Fee is non-refundable if the AP withdraw 12 weeks or more after home study approval
Refundable Deposits	100% of the fee is refundable if the AP withdraw before child arrives home.
	100% of the fee is refundable if the AP submit all of the following items to Agency within three years of the date the child is placed with the family: 1) copies of all medical, adoption, or guardianship documents received in the child's birth country, 2) copy of child's U.S. adoption finalization / re-finalization decree, 3) copy of child's U.S. Certificate of Citizenship, 4) child's Social Security Number, and 5) submission of all post placement reports prepared by a social worker required by foreign country.
	100% of the family report refundable deposit fee is refundable if the AP submit all of the family reports required by the foreign country.
International Processing fee, International fees, Adoption fees, Legal fees	Non-refundable after the AP accept the referral of a child. If circumstances change and the AP cannot proceed with the adoption of the child referred to them, the fees could be transferred to another child's adoption within the same country program.
Home Study Fee	Non-refundable after the first home study visit
	Non-refundable regardless of the recommendation in the home study report.
Post Placement Fee	Non-refundable once each post placement visit is complete.

R. Agreement & Release Regarding Fees and Refunds

AP agree to pay Agency fee that is current at the time the service is billed based on the written notification of fees AP has received. AP will

not hold Agency responsible for changes in adoption fees and expenses initiated by State licensing requirements, the U.S. government, foreign government, foreign Cooperating Agency, or third parties. AP agree to abide by the refund policy.

15. Case Management & Respect in Communication

15.1 Agency will provide professional and caring services and will diligently manage the AP adoption case. Agency will maintain respectful communication with the AP, educate and update them about their adoption process, notify them in a timely manner of significant adoption milestones, ensure issues are resolved in a timely manner, and provide emotional support throughout the process.

16. Adoption Records/Files

16.1 Agency retains adoption records in a safe, secure, and retrievable manner. **(96.42a)**

16.2 Agency shall ensure that AP personal information and records are used only for the purposes for which the information was gathered and are kept strictly confidential except as required by law or as specified in 1.A and 1.B. **(96.42b)**

17. Home Study

17.1 Agency will review the home study and make a concerted effort to ensure the home study is written according to specific state licensing, USCIS, and foreign country guidelines. **(96.47b)**

17.2 When the home study is not completed by Agency, Agency will provide written approval of the home study, known as the Review and Recommendation letter. **(96.47c)**

17.3 Once the home study is officially approved by Agency, Agency will release the home study to AP in a timely manner.

17.4 Unless otherwise stated, the home study approved by Agency can only be used for the purpose of adopting a child through Agency.

17.5 The assessment of AP's readiness and suitability to adopt a child is ongoing throughout the entire adoption process. A prior approved home study does not guarantee ongoing approval of AP if the family's situation changes or new information is received about the family.

S. Agreement & Release Regarding Home Studies

AP agree to disclose to Agency any changes in the family's situation such as noted on 1.4 during the entire adoption process in a timely manner. AP acknowledges that the foreign Cooperating Agency and individual case reviewers for USCIS and the foreign government adoption authorities may request additional information than that which is included in the original home study. Requests for additional information could necessitate the need to complete and submit a home study update or addendum to USCIS and the foreign country. AP understands they are responsible for the costs associated with completing home study updates or addendums for this purpose. AP release Agency from responsibility for any delays or costs associated with requests for additional home study information requested by the foreign Cooperating Agency, USCIS, and the foreign government adoption authorities.

18. Referral and Assignment of Child

18.1 One child at a time is referred to AP, with exceptions made for sibling groups. With the rare exception of unique instances evaluated on a case-by-case basis, Agency will not place unrelated children with the AP at the same time.

18.2 Agency makes every effort to fully inform AP about the risks inherent in intercountry adoption due to the lack of information regarding birth parents and child background. Information provided by the foreign country may be limited, incomplete and/or erroneous. Medical testing and diagnoses from the foreign country may be unreliable, and the child may have undiagnosed or misdiagnosed physical, emotional and/or developmental issues.

18.3 The child's personal information is confidential and only intended for AP and medical professionals the AP consult with before the adoption is finalized.

18.4 Agency provides AP with as complete and accurate medical, social and background information as possible about the child made available by the foreign country so they can make an informed decision about the appropriateness of a particular child's placement with their family. **(96.49a)**

18.5 Agency discloses all information about the child obtained from the foreign Cooperating Agency or government adoption authorities to AP. Agency or foreign Cooperating Agency use reasonable efforts to obtain information about the child's prenatal and birth history, birth family, placement history, growth history, medical, developmental, and psycho-social history, hospitalizations, known health risks in region and country where child resides, culture, race, ethnicity, and educational, linguistic, and religious background. **(96.48c, 96.49a,d)**

18.6 If the AP or their doctor request additional information about the child, Agency works diligently to provide as much information as can reasonably be obtained from the foreign country. **(96.49d)**

18.7 Agency does not withhold or misrepresent any medical, social or other pertinent information regarding the child. Agency would not knowingly place a child having medical, emotional or mental problems with a family who has not expressed an openness to accepting these issues; however, Agency cannot guarantee the child will not have undiagnosed or misdiagnosed problems. **(96.49j)**

18.8 Agency staff do not act as medical experts or interpret medical information. Agency strongly advises, and in some instances requires, the AP consult with a physician and other medical specialists prior to making a decision about accepting or declining the referral of a child.

18.9 AP have the right to have an independent medical consultation by medical and/or mental health professionals of their choosing and at their expense to discuss medical, emotional, and psychological risks which may need to be considered with a particular child. Agency makes a list of international adoption clinics and doctors available for AP. **(96.48f)**

18.10 Agency allows families at least two weeks to consider the needs of the particular child, assess their ability to meet the child's needs, and obtain an independent physician review of the child's medical records and other information, including photos and videos of the child, if available. Agency reserves the right to shorten the timeframe upon written notice to the family if there are extenuating circumstances involving the child's best interests which require a more expeditious decision. **(96.49k)**

18.11 If AP decide to decline the referral of a child, Agency will counsel with the family to reassess their preferences, abilities and expectations and then seek to identify another child referral for the family to consider. Agency will never discourage, punish, or retaliate against AP for declining the referral of a child.

18.12 If AP decide to decline the referral of a child, AP must return to Agency all original reports, photos, and videos relating to the child and must delete/destroy all electronic reports, photos, and videos in their possession.

T. Agreement & Release Regarding Risks of Unknown Physical, Emotional and/or Developmental Conditions

AP have been fully informed about the risks inherent in intercountry adoption due to lack of information regarding birth parents and background information. Information may be limited, incomplete, and/or erroneous. AP are aware that medical testing and diagnoses from a foreign country can be unreliable and that the child may arrive home with undiagnosed or misdiagnosed physical, emotional and/or developmental issues. AP understand that they will receive from Agency all background information and medical diagnoses concerning a child that is provided by the foreign Cooperating Agency or government adoption authorities and that Agency will make every effort to provide as

much additional information regarding the child as can reasonably be obtained. AP understand they reserve the right to consult with medical and/or mental health professionals of their choosing and at their expense to discuss medical, emotional, and psychological risks which may need to be considered with the child. By accepting the referral of a child, AP are committing to assume full responsibility for the care, custody and well-being of the child from the time of the child's placement with the family through the age of majority. AP hold Agency harmless for undiagnosed or improperly diagnosed physical, emotional, and/or developmental issues/conditions which may affect the child. AP also release Agency and hold Agency harmless from any and all responsibility for any type of injury, harm, damage, or loss in any way relating to or arising out of the physical, emotional, and/or developmental issues/conditions of any child referred to, assigned to, placed with, or adopted by AP regardless of when such injury, harm, damage, or loss is known or discovered. In the event AP decide not to continue their plan for adopting the child, they will notify Agency immediately. If AP decide to decline the referral of a child, AP agrees to return to Agency all original reports, photos, and videos relating to the child and agrees to delete/destroy all electronic reports, photos, and videos in their possession.

- 18.13 Agency provides AP with all medical, social, and background information on the child made available by the foreign country. If Agency does not receive the original documents, photos, and videos, Agency will provide AP with true, complete, and unaltered copies of the original documents, photos, and videos to AP.
- 18.14 If child's medical record is a summary or compilation of other medical records, Agency will provide AP with the underlying medical records used to prepare the summary or compilation if made available by foreign Cooperating Agency or government adoption authorities. **(96.49b)**
- 18.15 Agency and foreign Cooperating Agency comply with the laws of the foreign government adoption authorities when obtaining information, photos, and/or videos of the child. If obtained by Agency or foreign Cooperating Agency, photos and videos will be identified by the date taken or recorded. **(96.49i)**
- 18.16 Agency provides AP with English translations if provided by the foreign Cooperating Agency or government adoption authorities. The English translations are correct and complete to the best of Agency's knowledge. Agency provides all translated and un-translated documentation made available to AP, including reports, medical tests, diagnoses, photos and videos. The AP have the right to have any documents or videos translated by a translator of their choosing and at their expense. If AP choose to use a translator, Agency recommends using a certified translator. **(96.49a,c)**

U. Agreement & Release Regarding English Translations of Documents

AP understand that Agency receives and provides AP with English translations that are correct and complete to the best of Agency's knowledge. AP also understand that they reserve the right to have any and all documents or videos in a language other than English to be translated by a translator of their choosing and at their expense. Therefore, AP do not hold Agency responsible for any translation error or omission that occurs in the child's medical, social, and background information.

19. Case Updates Following Referral of Child

- 19.1 Agency has regular communication with the foreign Cooperating Agencies and systems in place to obtain information about updates on AP case and the child referred to the family. Agency will make AP aware in a timely manner when new information is received. Agency understands AP's desire for information, especially if their case faces unexpected delays. However, Agency is working with a foreign government and cannot intervene in the process that is in place to facilitate adoptions with that country. Intervening could greatly jeopardize Agency's relationship with that country and cause delays for the AP's process, as well as the process for future families and children.

- 19.2 If medical concerns arise for the child the AP wish to adopt, Agency will endeavor to share the AP physician's concerns with the foreign Cooperating Agency or government adoption authority. Agency cannot guarantee a response to every question or request. Final medical decisions rest with the legal guardian and medical professionals directly caring for the child in the foreign country.

20. Travel and Transfer of Child

- 20.1 AP is responsible for obtaining U.S. passports and ensuring the passports are valid for at least six months beyond the dates of the adoption trip. AP is also responsible for obtaining visas for traveling to the foreign country, if required. Agency will provide AP with guidance and direction on obtaining U.S. passports and foreign visas at the appropriate time.
- 20.2 Before the adoption is final, the child referred to AP is not legally a child of AP. There are possible risks that the adoption will not be completed. Until the adoption or guardianship is approved and all final paperwork has been completed, AP will not be able to visit the child in the foreign country, unless authorized by the foreign adoption authorities.
- 20.3 Agency cannot ensure the safety of AP or other travel companions when traveling in the U.S. or foreign country. Travel to a foreign country may involve risks and hardships, including, but not limited to, crimes, accidents, exposure to illness or disease, unsanitary or unsafe food and water, inadequate or non-existent medical and dental services, and political instability.
- 20.4 AP is responsible to inform Agency of any physical or medical issues that may impact their travel to and stay in the foreign country (e.g., medications, medical equipment, physical limitations).
- 20.5 AP may need to take large sums of cash to the foreign country and accept responsibility for the security of the money. Whenever possible, Agency will wire adoption-related fees that need to be paid in the foreign country, but this is not always possible. **(96.40f)**
- 20.6 Unforeseen circumstances might take place in the foreign country that will necessitate expenditure of additional cash of which Agency had no knowledge.
- 20.7 There are risks for extended delays in adoption trips. Agency will advocate for a timely process in the foreign country, but the foreign and/or U.S. government, laws, and judicial system have ultimate authority over the length of time necessary in the country.
- 20.8 Agency will provide AP with a country-specific travel guide that provides information and preparation relevant to traveling to the foreign country to receive the child
- 20.9 Agency and foreign Cooperating Agency makes concerted effort to ensure the transfer of the child to AP takes place in a safe, secure, and supportive manner. In some foreign countries the government adoption authorities are responsible for the child transfer and AP must abide by the protocols and regulations set by the authorities. **(96.50a)**

V. Agreement & Release Regarding Travel

AP understand and acknowledge that there are certain financial, personal, and emotional risks inherent in traveling to and in any foreign country which is not subject to the laws, customs, and practices of the United States. AP understand they are responsible for their own health and well-being abroad. AP release Agency from any liability for and waive any right, claim, or remedy against Agency for any injury, death, damage, theft, inconvenience, or other loss during or related to any travel for this adoption process.

21. Complaint Policy

- 21.1 In the event that AP have a complaint regarding their adoption process, Agency will make every effort to work with the family toward a mutually beneficial solution. Complaints may be filed when the AP believe their rights as outlined in this agreement have been violated, they believe that they have been subject to practices of abuse, neglect or exploitation, or are dissatisfied with Agency decisions made and/or services provided in their adoption process. AP should first discuss their complaint informally with their

assigned Case Manager. In the instance that a Case Manager has not been assigned or the AP wishes to voice a grievance regarding their Case Manager, the appropriate Country Program Director should be contacted. **(96.41a,b)**

- 21.2 If AP are unable to resolve a complaint informally through their Case Manager and/or Country Program Director, they may submit a formal complaint in writing to the Adoption Supervisor within 30 days of the dispute. The formal complaint must be signed and dated. The circumstances of the complaint should be outlined in chronological order and specific examples or details should be provided. Within two weeks of receiving the complaint, Agency's Adoption Placement Committee, which includes the Adoption Supervisor and Executive Director, will review it. Agency will respond to AP by letter within 30 days of receiving the formal written complaint with a proposed solution and/or final decision. AP will have 10 days to respond to the Committee's letter. If AP does not respond within 10 days, Agency will consider the complaint resolved. A copy of all correspondence will be kept in the AP adoption record/file. **(96.41c,d)**
- 21.3 Agency will never take action to discourage AP from making or expressing a complaint. Nor will Agency discourage AP from providing information in writing, interviewing, answering questions, or expressing their opinions about the performance of the Agency to an accrediting entity or the Department of State. **(96.41e)**
- 21.4 The U.S. Department of State website is www.adoption.state.gov. AP may also review the State laws that regulate Agency and follow directions to report to federal and/or state authorities if they wish to further report dissatisfaction with the Agency's response to their complaint. **(96.41a)**

22. Mandated Reporting

- 22.1 Agency staff members who hold certifications or professional licenses in health care or child welfare venues are mandated by State and Federal law to report suspected abuse or neglect whether it be upon a child or an elderly person. Since Agency is a licensed, child-placing agency, it requires all staff and Board members, regardless of their academic or professional qualifications, to immediately report any suspected abuse or neglect upon a child or elderly person to the State Department of Family and Child Services.

23. Disruption or Dissolution of Child Placement

- 23.1 Agency makes a lifetime commitment to each child and adoptive family by providing ongoing post-adoption services and support. **(96.51b)**
- 23.2 When a placement for adoption is in crisis during post placement supervision, Agency makes every effort to provide or arrange for counseling by an individual with appropriate skills and professional expertise to assist the family in dealing with the problems that have arisen. Agency acts promptly and in accordance with any applicable legal requirements to remove the child when the placement may no longer be in the child's best interests or notify the appropriate government agency with the authority to take the action necessary to ensure the child's well-being and safety. **(96.50c,e, 96.51b)**
- 23.3 In the case of disruption (defined as a decision by AP not to continue with finalization of the child's adoption when AP or Agency holds legal custody or guardianship from a foreign court or government adoption authority), Agency will work cooperatively with AP to ensure that the best interest of the child is served at all times. Where it is deemed in the best interest of the child and at the request of AP, Agency will assist AP in finding a suitable alternative placement for the child. In this situation Agency will assist AP in informing or seeking the approval of:
- 23.3.1 the foreign Cooperating Agency and government adoption

- authority as required by country law
- 23.3.2 the state licensing entity as required by state law
- 23.3.3 the State Department and foreign Central Authority as required by the Hague Convention
- 23.3.4 the child if they are of proper age and maturity to consider their views or if required by state law **(96.50d,e)**
- 23.4 In the case of dissolution (defined as a decision by AP to dissolve the legal bond between AP and child after the adoption has been completed, either in the foreign country or in the U.S.) the Agency will also offer assistance. **(96.51b)**
- 23.5 Agency does not return from the United States an adopted child whose adoption has been dissolved unless the Central Authority of the country of origin and the Secretary of State have approved the return in writing. Agency would only consider this option in an exceptional case where the child's return to the country of origin is in the best interest of the child. **(96.50e,f, 96.51d)**
- 23.6 In either disruption or dissolution, AP are responsible for the care and physical well-being of the child and shall assume full financial responsibility for paying for all expenses incurred to meet the child's needs, including the possible placement of the child in respite care, foster care, another adoptive home, group home, or treatment facility or hospital. **(96.50f, 96.51b)**

W. Agreement Regarding Disruption or Dissolution of Child Placement

While Agency shall provide assistance and support to AP through a time of post placement or post adoption crisis, AP understand that Agency would not be able to take physical or legal custody of the child and that future placement would weigh heavily on AP, exactly as it would as if this were a biological child. AP assumes all risks and financial and emotional obligations in the event of a disruption or dissolution. Upon finalization of the adoption, whether it occurs in the foreign country or in the U.S., the child acquires all the rights, privileges, and immunities of a child born to AP, and AP has all the responsibilities, legal obligations and duties to the child the same as though the child were born to them.

24. Charitable Contributions

- 24.1 As a non-profit 501(c)(3) organization, Agency welcomes all donations to assist us in our mission to make a better life for children. Agency does not actively solicit donations from adoptive families who are in any stage of the adoption process. All donations are considered confidential, and any information associated with a donation is not shared with the country program or social work staff. This policy is to protect adoptive families and the Agency from the perception of compromise during the adoption evaluation process. Agency child placement decisions shall not be influenced by gifts or monetary donations. **(96.33f)**

25. No Preferential Treatment

- 25.1 Agency does not give preferential treatment to its board members, contributors, volunteers, employees, agents, consultants, or independent contractors with respect to any adoptions services or child placement decisions. **(96.39c)**

26. Modifications of Adoption Services Contract

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

27. Termination of Adoption Services Contract

- 27.1 AP can, at any time and for any reason, decide to terminate the Adoption Services Contract. Additionally, Agency reserves the right to terminate AP's adoption application at any time during the process and at the sole discretion of Agency and is under no obligation to give cause or explanation.

28. Entire Contract

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

29. Waiver/Subsequent Enforcement

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

30. No Non Party Beneficiary

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

31. Choice of Law and Venue

31.1 This agreement including all supplements, modifications, and other documents incorporated herein and all rights, obligations, and disputes arising out of it is governed by and construed consistent with Oklahoma law. The parties agree that venue for any dispute arising under this agreement is in Tulsa County, Oklahoma, or any other jurisdiction in which both parties voluntarily appear.

Other Risks Inherent in Intercountry Adoption

Agency wants to prepare AP for the possible difficulties, frustrations, and disappointments that can occur during the adoption process. Agency will provide AP with professional and trustworthy service and do all they can to make this a positive experience for AP; however, some factors are not in Agency's control. By being able to understand these factors and what is and is not in Agency's control (or the AP's control), AP can set realistic expectations to prepare for the adoption journey.

32. Timeframes and Waiting Time

- 32.1 One of the main areas of uncertainty with respect to adoptions is the total length of time it takes to complete the adoption process. Factors outside of Agency's and AP's control which may affect the adoption timeline include, but are not limited to, time state authorities take to process criminal and child abuse background clearances, time USCIS takes to process applications, fluctuations in the wait time for a referral, court process in the foreign country, U.S. and foreign government changes to adoption policies and documents required for adoption process, change in adoptive family's situation, holidays observed in the U.S. and foreign country and inclement weather.
- 32.2 Agency does its best to provide accurate estimates of current time frames in the adoption process, but these can change from month to month, depending on many factors. Agency cannot predict the future and can only provide information based on Agency's current experience and knowledge.
- 32.3 Agency maintains regular contact with foreign Cooperating Agency to keep abreast of changes in country adoption laws, policies, philosophy, and political climate toward intercountry adoption.
- 32.4 Quarterly, or as needed, Agency will send an update to AP informing them of any changes in the adoption program or

estimated wait times that could affect AP's adoption process.

33. Citizenship and Immigration Services

- 33.1 Agency will provide AP with instructions for filing applications with USCIS.
- 33.2 Agency does not have any control over the processing time of an AP's case with USCIS. Agency also does not have any say in the approval or denial of the AP by USCIS.
- 33.3 When appropriate, Agency may contact USCIS to respond to a Request for Evidence notice or inquire about the status of the family's case.

34. Court and/or Government Process in Foreign Country

- 34.1 Agency cannot intervene in or speed up the court process or government process in the foreign country.
- 34.2 The U.S. government is also unable to intervene in the court process or government process in the foreign country.
- 34.3 Agency tries to give an accurate time frame based on current experience and knowledge; however, the length of time the process takes is ultimately determined by the courts, government officials, attorneys, etc., in the foreign country.
- 34.4 The foreign Cooperating Agencies that Agency works with are professional, trustworthy, and work hard for the children they serve, but foreign courts and government offices do not run on American time and often face delays, changes in the required process, need for additional paperwork, bureaucratic barriers, and holiday closings. Attempts to circumvent this process or intervene in any way could have a negative impact on AP's adoption or future adoptions from that country.

35. Required Documents

- 35.1 Foreign governments are very particular about the family documents included in adoption applications/dossiers. The Country Program Staff will carefully review each document to ensure it meets the criteria of the foreign government and that the document can be properly authenticated or apostilled prior to being submitted to the foreign government, if required.
- 35.2 Agency periodically audits the list of required documents in order to make sure that they are all current, and thoroughly reviews paperwork before sending it to the foreign country. However, if the foreign court or government makes a decision to ask for additional paperwork or change the format of the required paperwork, Agency and AP must comply in order for the AP's case to move forward.
- 35.3 Extended wait times mean that time-sensitive documents may expire and will need to be updated or renewed by AP.

X. Agreement & Release Regarding Required Documents

AP agree to revise, update, or obtain new documents as requested and required to complete the adoption per the regulations of the state, USCIS, and foreign court or government adoption authorities. AP understand the state, USCIS, and foreign court or government adoption authorities can request additional paperwork or change the format of the required paperwork at any time. Agency and AP must comply in order for the AP's adoption case to move forward. AP understand they are responsible for the costs incurred with revising, updating, or obtaining new documents. AP release Agency from responsibility for any delays or costs associated with requests to revised, update, or obtain new documents.

36. Factors That May Delay or Prevent an Adoption from Being Completed

- 36.1 Agency does not promise or guarantee placement of children for adoption. Multiple factors may delay, hinder, interrupt, or obstruct the adoption process, such as U.S. and foreign government and court processes, birth family changing their

minds, holidays observed in the U.S. and foreign country, inclement weather, and changes in the family's situation.

- 36.2 Although it is rare, birth families can change their minds about placing their children for adoption at any point in the process. AP do not have legal rights to the child until the adoption is finalized. If a birth family should change their mind about placing their child for adoption, Agency will place AP back on the waiting list and do its best to provide AP with another referral of a child.
- 36.3 In some instances, the referral of a child may be lost or withdrawn prior to placement due to change or decline in the health of the child, death of the child, adoption of the child by a family in the country of origin, or changes in AP family's situation, such as pregnancy or serious illness. In rare instances, the reason for the withdrawal of the referral may never be made clear or known.
- 36.4 If a foreign government decides to change its guidelines for qualified AP and AP no longer meet those requirements, AP may no longer be eligible for that country's adoption program, even if AP's application/dossier is already in the foreign country. While some countries will "grandfather in" families already in the adoption process, others will not and AP will have to withdraw from that particular program. The U.S. government or foreign government may also decide to close the program for intercountry adoptions with U.S. citizens. If either of these situations were to happen, Agency makes every effort to transfer AP to one of Agency's other adoption programs for which AP may qualify.
- 36.5 Changes in AP family's situation may impact their eligibility to adopt from a particular country and/or may result in their adoption application being placed on hold or withdrawn. The time on hold will be determined by Agency and will vary on a case-by-case basis.
- 36.6 Agency carefully screens and assesses AP eligibility to adopt from a particular country and only approves AP when Agency feels as confident as possible AP's application will be accepted and approved by USCIS and the foreign country. However, Agency cannot guarantee AP will be accepted and approved by USCIS and the foreign country.

Y. Agreement & Release Regarding Risks to Child Placement

AP understand there is no absolute guarantee that their adoption application/dossier will be approved by USCIS or the foreign country government. AP also understand there is no absolute guarantee a child will be placed with their family. AP release Agency and hold Agency harmless from any type of injury, harm, damage, or loss which in any way results from any obstacle or impediment to placement, immigration, or adoption. This release specifically extends to, but is not limited to, any obstacle or impediment to placement, immigration, or adoption directly or indirectly caused by the actions or inactions of any foreign or U.S. agency, official, court, attorney, facilitator, or other third party.