

International Child Foundation, Inc.

Providing International & Domestic "ABC" Adoption Services



Hague Accredited Licensed Non-Profit Agency, Domestic & International Adoption & Family Services
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Toll free 877 542-8813 Phoenix 480 751-1015 Tucson 520 531-9931 Efax 760 682-2832

International Adoption Services Agreement

THE PARTIES

This agreement and contract serves International Child Foundation, Inc., hereinafter referred to as "ICF or Agency," and the prospective Adoptive Parent(s) _____, residing in City _____, State _____, hereinafter referred to as "Adopting or Adoptive Parents" or "Family."

RECITALS

- A. The mission of ICF is to serve orphans overseas through adoptive placements and humanitarian aid.
- B. The Adoptive Parents desire to adopt a child from overseas.
- C. The Adoptive Parents have completed an Agency application for adoption and is familiar with the unpredictable nature of the international adoption process and with the risks associated with international adoption, including, but not limited to, risks associated with the health of children, risks associated with the accuracy or completeness of information derived from foreign sources, risks associated with foreign governments and regulatory bodies, risks associated with the assignment of children to adoptive families, and risks associated with travel.
- D. International adoptions are permitted and regulated and performed in the adoptive child's country of origin. All Parties must comply with the foreign laws and regulations governing adoption.
- E. The Agency advises the Adoptive Parents of the right to receive a copy of the Agency fee policy per Arizona Administrative Code R6-5-7030(B).

RESPONSIBILITIES OF THE PARTIES AGREEMENT

International Child Foundation (ICF) shall provide the following services:

1. Provide information to prospective Adoptive Parents on international adoption programs and provide the services described on the Adoption Service Plan for Hague Intercountry Adoption (*Standard 96.44*) attached hereto and incorporated herein by reference, for Adoptive Parents entering into a Convention adoption.
2. Maintain a web page that provides program information and resources for Adoptive Parents.
3. Provide and recommend various curriculum and/or adoption education resources to Adoptive Parents, to ensure that Adoptive Parents understand issues relative to the adoption process and adopted children.
4. Prepare a home study for families residing in state(s) where ICF is licensed or recommend and review home studies prepared by other agencies. Home study review fees will apply should the family choose a non-Hague accredited home study provider when a Hague home study is required for their country of adoption.
5. Provide regular updates on international adoption while the family is in process.
6. In the event that the country of the Adoptive Parents' choice closes or rejects the prospective parents for a reason that another country would not reject, ICF allows the Adoptive Parents to change to another country

that ICF offers and \$1200 of the agency administration fee paid will be applied to that program. The transfer and application of \$1200 of the agency administration fee is only allowed once. Fees paid associated with case management, dossier instruction and document preparation, certification, travel, or paid to or through ICF to a foreign coordinator/attorney/authority are neither transferable nor refundable. In the event that the Adoptive Parents are not eligible for an alternative program or the parents do not find an alternative program suitable to their needs or there is no alternative program, the agency administration fee is not refundable.

7. Provide a Dossier Guide and country-specific forms meeting the Dossier requirements.
8. Provide support and resources to assist Adoptive Parents in completing their home study, and with the USCIS application approval process.
9. Review and submit the completed dossier to the country the Adoptive Parents selected.
10. Translate or arrange for translation of the Dossier and referral documents.
11. Coordinate all adoption activities and processes in the foreign country and provide Adoptive Parents with an itinerary for in-country travel, and with the names and contact information for the foreign associates who will be assisting them.
12. Maintain a minimum monthly contact with families while they are in process, although communication is generally more frequent, as ICF provides regular adoption updates.
13. Assist the Adoptive Family for as long as the Adoptive Parents feel necessary in the adjustment process with post-placement services, support and recommendations for adjunct service providers.
14. Maintain in strict confidence all information and documentation on Adoptive Parents and on the referral of any child(ren).
15. At all times, ICF will endeavor to serve the best interests of the child.

Special circumstances concerning Disruption of Placement or Dissolution of Adoption:

16. In the event that an Adoptive Family is unable to care for their child and needs to disrupt the placement and/or dissolve the adoption, ICF shall cooperate with involved authorities to find a subsequent adoptive placement for the adopted child, if possible; in addition, ICF shall notify the appropriate US and foreign government authorities about changes in the child's custody and placement.

Applicants/Adoptive Parents agree to and understand the following:

1. Adoptive Parents will comply with all foreign, U.S. and state laws and regulations pertaining to international adoption.
2. When given estimates for time of referral for the child, Adoptive Parents understand that this time is based on current information on that date; Adoptive Parents also understand that at any time the process can slow down, speed up or completely stop. ICF has no control over decisions made by foreign governments. Please see #6 of ICF responsibilities.
3. All information provided to ICF with the referral of a child will be forwarded to the Adoptive Parents, although ICF cannot guarantee the accuracy or completeness of any information, including medical information, provided by foreign adoption officials, representatives, orphanages, and/or doctors in the child's country of birth.
4. Adoptive Parents will have two weeks to review the medical and social information provided about a child to consider the needs of the child and their ability to meet those needs, unless extenuating circumstances involving the child's best interests, such as urgent health issues, require a more expedited decision.
5. Adoptive Parents are encouraged to obtain an independent medical opinion and to rely upon the independent medical opinion for decisions regarding whether to accept a referral of a child. Adoptive Parents specifically agree that they will not make a decision to adopt a child based on any statement by ICF or its representatives as to the physical/mental/developmental condition of a child.
6. Adoptive Parents agree to timely pay ICF the fees set forth on the Agency Fee Schedule. They agree that the services provided by and the obligations of ICF under this Agreement are conditioned upon their timely payment of the ICF agency fees and that the failure to timely pay the ICF agency fees may result in the delay of services. In addition to the ICF agency fees, Adoptive Parents are responsible for all other fees and expenses that are part of the adoption as described in the program guide(s), including international fees, travel

expenses, home study, USCIS fees, etc. Please note that all fees are subject to change during the adoption process.

7. Adoptive Parents understand that there are risks in international adoptions and that ICF cannot guarantee the successful placement of a child, nor can ICF guarantee a specific age at the time of placement or the time frame for completion of the adoption after the assignment has been made. No one can credibly make this guarantee because each international adoption is subject to and governed by the laws of the country of the child's origin and the laws of the United States, including its immigration laws. Foreign governments, with or without notice, may change their laws and rules or may close for adoption.
8. Adoptive Parents signature(s) below act as a release and consent to ICF and Adoptive Parents' home study agency and/or social worker/case manager/physician or psychologist to 1) discuss all matters addressed in the home study including identifiable health information; 2) to discuss any other information or documentation related the preparation of the home study or the basis of the recommendation in the home study; 3) to share referral information on a child being considered by Adoptive Parents for adoption, including identifiable health information; 4) to discuss all matters addressed in any post-placement report.
9. ICF policy does not allow the placement of two or more unrelated children into a home at the same time, except in unusual circumstances or as may be approved for specific cases. Although it is our intent to find permanent homes for as many orphaned children as possible, the adoption of two unrelated children at once presents added risk for adoption disruption.
10. Upon completion of one adoption, paperwork may be submitted for a second adoption after ICF has received the first post placement report.
11. Adoptive Parents agree to give an honest assessment of medical conditions and age range that they feel are acceptable for the child or children they wish to adopt and to comply with ICF's parent preparation requirements, including providing certifications of completion and other records of participation.
12. Adoptive Parents agree to notify ICF during the adoption process if 1) the Adoptive Parents work with another adoption agency; 2) there is a change in the marital relationship, including separation, divorce or marriage; 3) there is a change of residence; 4) there is another child placed in the home; 5) there are additional people living in the household since the home study was completed; 6) there is a serious illness or death within the immediate family; 7) the Adopting Mother becomes pregnant; 8) or any Adopting Parent or member of the household is investigated for or charged with any crime until the formal post placement supervision is complete.
13. It is the policy of most sending countries not to allow the placement of a child into a home within 6-12 months of another child entering the home, through birth or adoption, unless the child is a sibling or is related. Adoptive Families agree to advise ICF of changes expected in the number of children in the household, and ICF will assist with making the best plan to continue the adoption.
14. Adoptive Parents understand that if they decline a referral or travel to a foreign country and decide not to continue with the adoption after making the final agreement to do so by traveling to the foreign country, ICF will not be responsible for the ultimate decision of the officials in the adoptive country as to whether any other child will be make available or for financial loss that Adoptive Parents may incur; further, Adoptive Parents will be responsible for costs involved in relinquishing their legal status, if any has been assigned.
15. Adoptive Parents are aware and understand that any child may have medical/physical issues and/or developmental/attachment issues and/or psychological/emotional issues that are not disclosed in the medical information provided to ICF and which ICF provides to Adoptive Parents. Adoptive Parents need to be aware of these possibilities when adopting a child or children with limited or no family history and limited medical records. Adoptive Parents agree to educate themselves before, during and after the adoption process regarding medical, psychological and developmental issues relating to adopted children. ICF cannot be and is not responsible for a child's (or children's) physical, emotional, psychological or intellectual potential or development.
16. Adoptive Parents will be responsible for the medical care, child care, legal and miscellaneous expenses from the time the child is placed in their legal custody. If escorted, legal custody may include time prior to when the child leaves their country of origin as well as time after their child leaves their country of origin.

17. Adoptive Parents who have accepted a child referral from Haiti or any country that does not provide state-based medical services shall be responsible for costs incurred due to emergency and/or non-routine medical care, upon acceptance of their referral; inasmuch as non-routine or emergency medical care demands immediate attention, Adoptive Parents may not be notified prior to the orphanage or agency representative or medical personnel making a decision to provide care; however, ICF shall notify Adoptive Parents of circumstances and conditions requiring non-routine or emergency care and Adoptive Parents agree to be responsible for all costs incurred.
18. Adoptive Parents agree that if a country allows and they choose to use escort services to bring their child to the US, that they assume responsibility for all costs incurred by the escort, including travel, accommodations, meals, and a service fee, and that, in the case of infants, toddlers or siblings, ICF recommends that two escorts accompany the child.
19. The date for Adoptive Parents to arrive in the foreign country to bring their child home is generally set by foreign authorities and/or by USCIS; Adoptive Parents agree to arrive on the specified date or, if the date is not specified, in no less than thirty days after their child's visa has been issued.
20. If Adoptive Parents are having adjustment problems or issues related to parenting or bonding with the adopted child or children, or if an adopted child has a significant change in medical condition, Adoptive Parents agree to notify ICF immediately. ICF will make every effort to assist the Adoptive Parents during this time. This agreement to notify is for two years after the foreign adoption, although ICF is willing to assist at any time adjustment issues or problems arise.
21. Adoptive Parents understand and agree to comply with all requests/requirements by either the foreign adoption officials and/or ICF to provide post placement reports, register the adoption with foreign officials as may be required, provide ICF with a copy of the Certificate of Citizenship obtained for their child, provide a copy of any re-adoption/finalization in a state court and/or similar requests of Adoptive Parents after return from completing their adoption in the foreign country.
22. Adoptive Parents specifically understand that ICF's ability to work in the country Adoptive Parents adopted from could be terminated by Adoptive Parents failure to timely submit required documentation to the foreign adoption officials through ICF after the adoption in the foreign country is completed.
23. If Adoptive Parents fail to provide in the time requested any document required after the adoption in the foreign country is completed, as required by the foreign adoption officials or required by ICF to maintain its state licensing, accreditation or status as an accredited/registered/license/approved agency, Adoptive Parents agree 1) such failure will result in immediate and irreparable harm and/or damage to ICF; 2) to an immediate ex parte (without notice) injunction ordering Adoptive Parents to comply with the request of documentation without proof of any damages; and 3) that Adoptive Parents will be responsible for legal fees, costs, and out of pocket expenses including but not limited to travel expenses of ICF staff, legal counsel, or other representatives, resulting from any legal action by ICF because of Adoptive Parents failure to provide the requested documentation in a designate time whether or not ICF is successful with its legal action.
24. Adoptive Parents acknowledge that the Hague Convention on Intercountry Adoption and corresponding United States laws and regulations require the completion of a minimum of 10 hours of training on adoption issues, Adoptive Parents agree to complete such training for Convention and non-Convention adoptions and provide ICF with documentation evidencing such training prior to final approval of the home study.
25. Adoptive Parents, directly or indirectly, shall not make any illegal, unethical, or unauthorized payment or gift to any person or entity involved in the adoption nor shall they promise to make such payment or gift or make any inquiry to any person or entity about the feasibility of any such payment or gift. Adoptive Parents agree to act in an appropriate manner while in the foreign country.
26. At all times, Adoptive Parents agree to work in cooperation with ICF toward the best interests of the child. Adoptive Parents acknowledge that services provided by and the obligations of ICF under this agreement are conditioned upon and governed by the best interests of the child.

Special circumstances concerning Disruption of Placement or Dissolution of Adoption:

27. If the placement of a child fails, and the child is removed from the residence of the Adoptive Parents prior to the adoption being finalized, the event is called "disruption." Adoptive Parents agree to notify ICF of intent to

disrupt the placement, or if a disruption occurs. If disruption becomes or is the course of action, Adoptive Parents agree to cooperate with ICF and sign all necessary documentation to make a new placement that ICF believes will be in the best interest of the child. ICF will cooperate with all involved authorities to find a subsequent adoptive placement for the child, if possible. Adoptive Parents understand and agree to financial responsibility for all costs required for the child's care, and for supervision and reporting as required, until such time alternate placement or re-adoption can occur. Further, Adoptive Parents understand and accept that ICF will not reimburse Adoptive Parents for any costs of the adoption or for any expenses relating to disruption, dissolution, or interim placement or subsequent placement or re-adoption of the child, including, but not limited to, custodial care, medical care or legal fees.

28. If an adoption fails, and all legal ties between the Adoptive Parents and child are severed after the adoption has been finalized, the event is called "dissolution." Adoptive Parents agree to notify ICF of intent to dissolve an adoption, or if a dissolution occurs. If the child is residing in the US, Adoptive Parents understand and accept financial responsibility for all costs required for their child's care, and for supervision and reporting as required, until the time an alternate placement or re-adoption occurs and a US court decrees legal custody to a new party. If a dissolution is sought after the adoption is finalized in the foreign country, but prior to the child arriving in the US, Adoptive Parents accept financial accountability for all legal costs required in the foreign country to relinquish parental rights and financial responsibility for all costs required for their child's care, and for supervision and reporting, until the time alternate placement or re-adoption can occur. Adoptive Parents will pay such costs upon billing by ICF. Further, Adoptive Parents understand that ICF will not reimburse Adoptive Parents for any costs of the adoption or expenses relating to disruption, dissolution, or interim placement or subsequent placement or re-adoption of the child, including, but not limited to, custodial care, medical care or legal fees.
29. Adoptive Parents will cooperate with ICF to provide notification to the appropriate US and foreign government authorities about changes in the child's custody and placement.

TERMINATION

Adoptive Parents can at any time choose to terminate this Agreement prior to completion of the adoption and/or guardianship according to the laws of the child's country of birth, However, once the adoption and/or guardianship is completed in the child's birth country, Adoptive Parents cannot terminate this Agreement because Adoptive Parents are then obligated to submit all post-placement reports and paperwork as required by the child's country of birth and ICF. ICF also reserves the right to terminate this Agreement at any time when the Adoptive Parents have acted in bad faith or the working relationship between the two parties cannot continue due to unresolved issues, or the nonpayment of required fees at requested times. If requested, ICF will try to identify other resources to serve Adoptive Parents. The terms of the Binding Arbitration Agreement which are part of this Application for Adoption Services Agreement survive the termination of this Agreement by either party and any dispute shall be resolved according to the terms of the Binding Arbitration Agreement except as allowed under paragraph 22 above.

SEVERABILITY

If any term or provision of the Agreement is declared by a court of arbitrator of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

GRIEVANCE PROCEDURE

As stated on the Agency Application, Adoptive Parents have the right to file a grievance if they disagree or are unhappy with a service provided by any Agency team member or if Adoptive Parents feel that a decision was not made in accordance with the written policies of the Agency. The grievance should be submitted to the Executive

Director and the letter must include the specific matter as to which there is a grievance, the reason the person felt the decision to be incorrect and a proposal for a solution to the matter. Grievances must be filed within thirty days of the disputed matter. The Executive Director will review the complaint and develop a plan for resolution of the complaint and communicate the same to the Adoptive Parents within seventy-two hours of the Executive Director's receipt of the complaint. If the Adoptive Parents are not satisfied with the response of the Executive Director, the parents can request an appeal to the Chair of the Board of Directors. Such an appeal must be made in writing and submitted to the agency to the attention of the Chair of the Board of Directors within twenty day of the Adoptive Parents receipt of the Executive Director's decision.

SUPERVISORY ROLE OF THE ARIZONA DEPT OF ECONOMIC SECURITY

The Office of Licensing, Certification and Regulation provides licensing and monitoring of adoption and child welfare agencies in the state of Arizona. The public has the right to register a complaint about an agency. The OLCR contact information is (602) 350-5963 and mailing address DES/OLCR, PO Box 6123-076A, Phoenix AZ 85005-6123.

HAGUE COMPLAINT REGISTRY

Adoptive Parents may register a complaint regarding an agency with the Hague Complaint Registry, (HCR) at the US Dept of State website, http://adoption.state.gov/hague_convention/agency_accreditation/complaints.php.

AGREEMENT

This International Adoption Services Agreement contains the entire "Agreement" between the parties to date, and by agreement it will be supplemented by a Payment Schedule Addendum specific to the country of adoption, by a Child Acceptance Agreement when Adoptive Parents accept a child referred to them for adoption, and by the Binding Arbitration Agreement attached hereto and incorporated herein by reference. This Agreement cannot be further amended, changed or supplemented without the written agreement of both parties.

I/We attest that I/we have read the foregoing, understand agree to the terms of the Agreement, dated this _____ day of _____, 20_____.

Adoptive Parent Signature

Adoptive Parent Signature



Agency Director (Electronic Signature)

Agency Signature & Date of Receipt

***A signed copy of this Agreement will be mailed to you.
Please retain a copy of this agreement including addendums or supplements for your records.***

COVENANT

Adoptive Parents covenant and/or promise and or swear and/or affirm the following has been truthfully and completely disclosed to our home study social worker/agency and International Child Foundation (ICF):

That I/we have truthfully disclosed our purposes and motives for international adoption;

That I/we have/will fully and completely disclosed our medical history including mental health history;

That I/we have/will fully and completely disclosed all medications prescribed by a medical doctor;

That I/we have/will fully and completely disclosed if we have participated in or been a victim of any illegal or unlawful activity in our lifetime;

That I/we have fully and completely disclosed our employment history;

That I/we have fully and completely disclosed our alcohol and chemical/drug use;

That I/we have/will fully and completely disclosed our current living conditions;

That I/we have/will fully and completely disclosed our intended living arrangements for our adopted child;

I/we the undersigned affirm under the penalty of perjury that the above statements are true.

Adoptive Parent Signature

Adoptive Parent Signature

BINDING ARBITRATION AGREEMENT

Any dispute arising out of or relating to Adopting or Adoptive Parents adoption shall be governed by or controlled by the Application for Adoption and Adoption Services Agreement including any supplements (Agreement), and subject to binding arbitration including the validity of this Arbitration provision. Any dispute will be resolved by arbitration in accordance with the Arizona Rules for Alternative Dispute Resolution (Arbitration Rules) with the exception of Paragraph 22 of the Adoptive Parents Responsibilities which permits ICF to use all legal processes, including litigation, to force compliance with post-adoption requirements as identified in Paragraph 22 of section "Applicants/Adoptive Parents agree to and understand the following." Provided, however, this Binding Arbitration Agreement does not prevent Adopting or Adoptive Parents from pursuing, in their state of residence, any administrative remedy pursuant to state statute or regulation, including but not limited to a statutory right to a hearing for denial of an application, nor from communicating with a state law enforcement agency or state regulatory agency.

The Arbitrator shall apply the substantive law of the State of Arizona, exclusive of any conflict of law rules. Arbitration shall be before a sole Arbitrator and shall be in Pima County, AZ.

The Arbitrator is not empowered to award damages in excess of the lesser of compensatory damages or the fees actually paid to ICF as Agency Fee. The award/decision rendered by the Arbitrator shall be final and binding, and judgment upon the award/decision may be entered by any court having jurisdiction of either party. Each party is required to continue to perform its obligation under this Agreement pending final arbitration award/decision of any dispute arising out of or relating to the Adoptive Parents Adoption or this Agreement, unless either party chooses to terminate this Agreement as permitted by the terms of the Agreement.

Any claim by either party shall be time-barred unless the asserting party commences an arbitration proceeding according to the Arbitration Rules with respect to such claim within one (1) year from the letter date of the submission to ICF of the final post-placement report (does not include parent letters) as required by the child's country of birth, or ICF, or the termination of this Agreement pursuant to the Termination paragraph above.

Notwithstanding the completion of your Adoption or the termination of this Agreement, the Arbitration provision survives the Agreement as the agreed upon method to resolve any conflict arising out of Adoptive Parents Adoption or this Agreement by either party, with the exception of Paragraph 22 of the Adoptive Parents Responsibilities in the Agreement. All issues relating to the timelines of claims shall be resolved by the Arbitrator.

PLEASE CONSULT WITH YOUR OWN ATTORNEY IF YOU HAVE ANY QUESTIONS ABOUT BINDING ARBITRATION OR ANY OTHER PARAGRAPH IN THE AGREEMENT.

I/We attest that I/we have read the foregoing and understand and agree to the terms of Binding Arbitration dated this _____ day of _____, 20_____.

Adoptive Parent Signature



Adoptive Parent Signature

Agency Director (Electronic Signature)

Agency Signature & Date of Receipt

Adoption Service Plan for Hague Convention Intercountry Adoption
(Standard 96.44)

Adoptive Family: _____

City and State of residence: _____

Country of Adoption: _____
Central Authority: _____
FSP et al: _____

International Child Foundation, (ICF), as the Primary Adoption Service Provider, bears responsibility to develop and implement the plan for the provision of all adoption services either directly or through arrangements with other adoption service providers. The following adoption services shall be provided as indicated, either directly by ICF or in conjunction with other service providers:

1) Identifying a child for adoption and arranging and adoption

ICF will work with the Central Authority in the country named above to identify a child for referral to this family, consistent with the type of child this family is approved to adopt in their home study. At the time of referral ICF will provide all available medical and social information available for the child. ICF will work with the Central Authority to complete the adoption and will regularly apprise the family of the status of their case.

2) Ensuring the legal consent to termination of parental rights and to adoption

ICF will work with the Central Authority to ensure that the process by which the birth parents' or parents' rights are terminated by the foreign authorities is in full accordance with both foreign law and proper ethical standards.

3) Performing the home study on the adoptive family and reporting on such a study

The home study provider shall be _____.

In the event an agency other than ICF prepares the home study, ICF will coordinate with a supervised or exempt provider for the preparation of a home study on the adoptive family. The home study will comply in all respects with the requirements of both US and foreign law and regulations. The home study will be provided to USCIS and no referral of a child for adoptive placement shall be formalized until USCIS has approved the family for the adoption of a child or children from the foreign country.

4) Determination of the best interest of the child and appropriateness of the adoptive placement

ICF shall identify a child (or children) for adoptive placement with the family in conjunction with the standards and procedures set by the foreign Central Authority and the US Department of State. Such identification shall include a determination that the adoptive placement would be in the child's best interests, taking all relevant factors into account, including but not limited to the recommendation and approval of the family in the family's home study.

5) Monitoring the case after the child has been placed with the family until final adoption

The post adoption services provider shall be _____.

Inasmuch as is permitted by the Central Authority, ICF shall ensure the provision of adequate medical and foster or orphanage care for the child during the period between referral and final adoption. ICF shall provide regular medical reports as provided by the Central Authority with photographs, if allowed, to the family throughout the process. ICF shall monitor the adoption process in coordination with all providers, including the Central Authority, regional officials and orphanage personnel, as permitted, and shall provide periodic updates to the family on the progress of the adoption.

6) Assuming custody and providing social services to the child if the placement disrupts before the adoption becomes final

ICF shall provide social services to the child and assume custody of the child in the event of disruption, as the law permits.