

**The following is the Foreign Child Placing Services Agreement, or Contract, of KidsFirst International Adoption, Inc.**

**The Contract contains important agreements and understandings of KidsFirst and Adoptive Parents. It describes in great detail many of the risks of foreign adoption and, accordingly, it is important that you read the Contract carefully prior to signing it. In particular, Exhibit F, which shall be signed separately, sets forth many of the risks.**

**Please feel free to review and discuss this Contract with an attorney prior to signing it and returning it to KidsFirst. If they have any questions or concerns, you can address them with the Assistant Director of KidsFirst at (317) 843-2300.**



of the children and compliance with all post-placement report requirements of a sending country. Attached as Exhibit B is an estimate, description, and time of payment of the costs that the Adoptive Parents likely will incur. The actual fees and expenses may exceed the estimates provided and, in all events, will be the sole responsibility of the Adoptive Parents.

KidsFirst may use the services of KidsFirst Adoption Services, LLC (“KFAS”) in some countries and, in such event, KidsFirst may direct Adoptive Parents to make payments of some of the amounts shown on Exhibit B to KFAS. These payments shall be only for the amounts included on such Exhibit B and in no event shall any of these payments be additional payments (these are payments required pursuant to Exhibit B, except that they are paid to KFAS instead of KidsFirst).

At its earliest convenience, KidsFirst will disclose in writing to the Adoptive Parents any unforeseen costs for which the Adoptive Parents will be accountable that are not included in Exhibit B. Furthermore, KidsFirst will obtain the specific consent of the Adoptive Parents prior to expending any amount over \$1,000 for which the Adoptive Parents will be accountable that is above the estimates in Exhibit B or unforeseen and not included in Exhibit B.

c. **Failure to pay fees and expenses due.** In the event that the Adoptive Parent(s) fail to make payment when due to KidsFirst, KidsFirst will have the right to cease services until payment is made or to terminate this Agreement as provided herein. In the event termination occurs, if KidsFirst has rendered the applicable services, the Adoptive Parents will remain liable for fees due prior to termination.

d. **Refunds.** The Adoptive Parents may terminate this Agreement for any reason whatsoever, by written notice to the other party. If for any reason the Adoptive Parents terminate our working relationship, no refund will be returned. The application fee and travel-related costs and other In-Country expenses shall not be refundable or reimbursable by KidsFirst.

e. **Compliance with Legal Requirements.** The Adoptive Parents agree to (i) comply with all requirements of the United States Citizenship and Immigration Services (USCIS) and any such similar legal requirements governing adoption both domestically and internationally; (ii) comply with all legal requirements of the countries from which they adopt, now or hereafter enacted, including but not limited to, the requirements to register children at the consulate of the country from which their adoption occurs and to provide post placement reports on a timely basis to the country from which their adoption occurs; and (iii) promptly after the finalization of the adoption, provide KidsFirst with the full name of the child after adoption and the date the adoption was finalized, and copies of the child’s birth certificate and adoption certificate or other evidence of the finalization of the adoption requested by KidsFirst. Adoptive Parents agree to register their child(ren) with the any applicable consulate (or any other governmental entity of the country of the child(ren)’s origin), in accordance with applicable law, and in accordance with the KidsFirst policy then in effect. Adoptive Parents also acknowledge that it may be necessary for KidsFirst to implement new procedures to assure that all such adoptive parents comply with these requirements and any similar requirements implemented under applicable law, and Adoptive Parents hereby agree to comply with all such KidsFirst procedures.

Adoptive Parents hereby acknowledge their understanding that their failure to comply with the provisions of this Section 2.f. may result in the termination of the ability to work in such country of KidsFirst or its agents or representatives in such country, or may otherwise jeopardize the standing of KidsFirst, its agents or representatives in such country, and may adversely impact the licensing of KidsFirst in the State of Indiana or any accreditation, membership or approval KidsFirst may hold or desire to obtain in the future. If Adoptive Parents fail to comply with this provision in any manner, before or after the completion of the adoption, Adoptive Parents hereby agree that such failure shall: (a) result in immediate and irreparable harm and/or damage to KidsFirst; (b) entitle KidsFirst to an immediate ex parte (without notice) injunction ordering Adoptive Parents to comply with KidsFirst’s request for compliance without proof of damages; and (c) make Adoptive Parents responsible for any legal fees, costs and out of pocket expenses (including but not limited to travel expenses of KidsFirst’s staff, legal counsel or other representatives) resulting from any legal action by KidsFirst because of such failure, whether or not KidsFirst is successful with its legal action. **Adoptive Parents will be instructed to go to the United States Citizenship and Immigration Services website ([www.uscis.gov](http://www.uscis.gov)) for specific information regarding the filing**

**of the I-800 A or I-600A, the fingerprinting process for their specific state and the fees associated with both of these tasks.**

f. **Cooperation.** The Adoptive Parent(s) agree to cooperate fully with KidsFirst in the adoption process.

1. **Home Study.** The Adoptive Parent(s), upon separate agreement and the payment of any costs associated therewith, will authorize and cooperate in any home study required by United States or Foreign country laws and regulations. The home study is to be performed by a qualified licensed agency that meets the licensing standards for the Adoptive Parent(s)' state. KidsFirst will assist the Adoptive Parent(s), as requested, in identifying a licensed agency or other provider for the conduct of the home study.
2. **Current, Accurate Information.** The Adoptive Parent(s) will furnish KidsFirst truthful, complete, accurate, and current information.

The Adoptive Parent(s) acknowledge that KidsFirst will rely upon a current home study. Further, the Adoptive Parent(s) acknowledge that KidsFirst will also evaluate the Adoptive Parent(s) for child placement on the basis of information provided by the Adoptive Parent(s) and others and upon interaction with the KidsFirst staff.

The Adoptive Parent(s) affirm that all information supplied by the Adoptive Parent(s) to KidsFirst has been and will be truthful and accurate. During the adoption process and for a period terminating upon the completion of all post placement requirements imposed by the country from which an adoption takes place, Adoptive Parents hereby agree to notify KidsFirst immediately if (i) the Adoptive Parents engage any other adoption agency, coordinator or facilitator of adoption or individual engaged in the placement of children in any manner whatsoever, to assist Adoptive Parents in the adoption of a child/children; (ii) there is any change in the marital status of the Adoptive Parents, including separation or divorce; (iii) any pregnancy of the Adoptive mother or any placement of another child in the household; (iv) death or serious injury of either parent; (v) any change of residence of the family; or (vi) any charges are brought against either Adoptive Parent or any person residing in the home with respect to spousal abuse, child abuse or child endangerment, or substance abuse.

3. **Timely Execution of Adoption Process Steps and Required Documentation.**  
The Adoptive Parent(s) will promptly and timely perform all legal procedures and execute or obtain all legal documents required for international adoption as may be directed, required, or requested by KidsFirst or the foreign country or the US government. The Adoptive Parent(s) acknowledge that such procedures and forms will be multiple in both the United States and Foreign country and subject to changes in form or requirement that may necessitate re-completion. KidsFirst, in Exhibit B attached hereto, will apprise the Adoptive Parent(s) of the approximate cost of procedures and documentation and whether their cost is to be paid by the Adoptive Parent(s) directly or to KidsFirst or Foreign Facilitators for transmission to the appropriate organization or entity.
4. **Post-Placement/Post-Adoption Report Requirements.** At the Adoptive Parent(s)' separate expense, they agree and will provide, in the time requested, any post-placement/post-adoption documentation required by the Foreign country or the United States, or by KidsFirst in order to maintain its licensing and accreditation both abroad and in the United States. The Adoptive Parent(s) will provide all required information for these reports. Such requirements may include,

but not be limited to, post-placement/post-adoption reports, registration of adoption with foreign embassy or consulate, provision of a copy of child's Certificate of Citizenship once obtained, and provision of a copy of any United States re-adoption undertaken. KidsFirst shall apprise the Adoptive Parent(s) of such requirements and facilitate the provision of these documents. To the extent that KidsFirst is providing the post-placement/post-adoption reports specifically, KidsFirst will include their costs in Exhibit B to this Agreement. Attached as Exhibit D-2 is an agreement to provide post-placement/post-adoption reports and attached as Exhibit D-1 is a statement of the KidsFirst post-placement policy.

5. **Required Travel.** The Adoptive Parent(s) will arrange for and make all visits to Foreign country as may be required for purposes of adoption, at the Adoptive Parent(s)' expense. KidsFirst will facilitate such travel by providing information and itineraries.
6. **Adoption Permanence.** The Adoptive Parent(s) acknowledge that the adoption of a child or children when enacted is permanent. At such time as the adoption of a child is made final, the Adoptive Parent(s) will be legal parent of the child or children and will have the same responsibilities and rights regarding the child as biological parents have.

Prior to the finalization of adoption, from the time the Referred Child (as hereinafter defined) is given into the Adoptive Parent(s)' custody, the Adoptive Parent(s) will assume full responsibility and financial accountability for meeting the child's needs, including the provision of medical services provided for the benefit of the child.

### 3. **Description of Services to be Provided by KidsFirst.**

a. **Information.** Subject to the disclaimers contained in this Agreement, KidsFirst will provide the Adoptive Parent(s) identification provided by its agents of a child or children potentially available for adoption, including medical and social information, as available ("Referred child"). KidsFirst shall not independently confirm the accuracy or completeness of such information. Where no such information is made available to KidsFirst, the Adoptive Parents shall be so informed.

KidsFirst does not guarantee the accuracy or completeness of any information, including medical information, so provided through third party vendors or foreign providers and KidsFirst cannot independently verify such information. KidsFirst states that the adoption process is largely determined by independent operators such as government officials, i.e., judges, prosecutors, USA Immigration consular officers and local state employees, i.e., chief doctors and heads of orphanages, of the child's country of origin. KidsFirst does not warrant liability for such independent parties. In accepting such risks, the Adoptive Parent(s) will assume full responsibility for the care of the adopted child including financial responsibility for health-related services obtained for and provided to child. KidsFirst itself does not guarantee the physical, mental or psychological good health of the Referred Child nor the future development nor appearance of the Referred Child. KidsFirst will make no representation concerning such matters, and the Adoptive Parent(s) will not rely upon any such representation, if believed to be made, in the Adoptive Parent(s) decision-making concerning the adoption of any Referred Child. KidsFirst strongly advises that all families, upon receiving medical information on a child from the child's country of origin, contact a U. S. medical professional regarding the information provided on the child for an independent assessment. The prospective adoptive family shall provide KidsFirst with a copy of said assessment before completing their final adoption or bringing the child to the United States.

b. **Facilitate Process of Adoption.** KidsFirst and its agents shall facilitate the adoption process, including but not limited to: verifying with foreign country officials that biological parental rights have been terminated; assisting with the translation of documents; arranging for any necessary housing, food, and inland transportation in the foreign country for the Adoptive Parents though the Adoptive Parents will bear responsibility

for all costs associated with such arrangements; maintaining contact with foreign country representatives as needed to facilitate the adoption and completion of the adoption process.

c. **No Guarantee of Assignment.** KidsFirst will use all reasonable efforts to arrange for an assignment, but Adoptive Parents understand and acknowledge that KidsFirst can neither provide final confirmation of such assignment nor guarantee a placement. Any arrangement by KidsFirst of an assignment is contingent on the final approval by the court. Final confirmation occurs in response to the Adoptive Parents Petition to the foreign court and is within the sole discretion of the petitioned court. KidsFirst does not guarantee that any Referred Child will meet the Preferences the Adoptive Parent(s) as to child's age, gender, and other characteristics, although KidsFirst will assure that Adoptive Parent preferences are made known, will exert reasonable efforts to fulfill them, and advocate for them.

d. **Parent Education and Training.** KidsFirst will provide and/or ensure the Adoptive Parent(s) have participated in pre-adoption training and education intended to assist them in understanding international adoption, understanding and completing the US immigration process and completing other legal requirements for international adoption. Such Adoptive Parent education and training at a minimum will meet accreditation standards of the Hague Convention and any Foreign country requirements.

e. **Post-Placement/Post-Adoption Review.** KidsFirst shall have the right to obtain and the Adoptive Parents shall be required to provide any and all information concerning any child adopted through KidsFirst from the Adoptive Parents until the child reaches the age of majority including but not limited to medical, psychological and educational records. Attached as Exhibit D-2 is an agreement to provide post-placement/post-adoption reports and attached as Exhibit D-1 is a statement of the KidsFirst post-placement policy.

f. **Client Privacy.** KidsFirst will respect the privacy and confidentiality of the Adoptive Parent(s) records and information concerning the Adoptive Parent(s) given to KidsFirst. Such records and information will not be disclosed, either orally or in writing, unless it is necessary to the accomplishment of services for the Adoptive Parent(s) herein and required or permitted by Indiana State law for authorized purposes (see Exhibit A).

**4. Representations and Warranties by the Adoptive Parents.** The Adoptive Parents represent and warrant as follows:

a. **No Reliance.** The Adoptive Parents have made their decision to enter into this Agreement based upon their own independent review and any other documents or information deemed relevant by the Adoptive Parents, and have not relied on any representation or warranty by KidsFirst or anyone acting for or on behalf of KidsFirst, other than as expressly set forth in this Agreement.

b. **No Other Agency.** The Adoptive Parents agree to work exclusively with KidsFirst and have not requested that another agency simultaneously pursue an assignment of a child for them, or to the extent they had previously requested such services from another agency, such agreement has been terminated in writing.

c. **Understanding of Uncertainty.** The Adoptive Parents understand that the amount of fees and expenses ultimately paid may be more than the estimates provided by KidsFirst, that the health and social condition of a child is uncertain and that a successful outcome is not guaranteed.

## **5. Waivers**

a. **Assumption of Risk.** The Adoptive Parents understand that there are risks in foreign adoption and KidsFirst and its agents cannot control all aspects of the process, nor assure a successful outcome. Some of these risks are set forth in the Statement of Risks in International Adoption Waiver of Liability, set forth in Exhibit F attached hereto. Additionally, Adoptive Parents hereby acknowledge that there may be other risks of international adoption which are beyond the control of KidsFirst and are not set forth herein or on Exhibit F. **Although KidsFirst always uses all reasonable efforts to alert adoptive families of these risks and to protect**

them from these risks, Adoptive parents understand that KidsFirst and its agents cannot guarantee the outcome of any adoption.

b. **Waiver of Claims.** Adoptive Parent(s) wish to pursue an adoption plan and to seek an adoptive placement, knowing and assuming all the medical, legal and other risks of adoption as set forth in this document. The Adoptive Parent(s) hereby waive, release, and forever discharge the KidsFirst, its employees, attorneys, social workers, independent contractors, independent contract attorneys, independent contract social workers, principals, officers, shareholders, owners, directors, successor corporations and affiliates, arising out of or relating to the risks of adoption set forth herein and in Exhibit F, except for acts of willful misconduct or gross negligence of KidsFirst and its directors, officers and employees.

c. **Indemnification.** The Adoptive Parent(s) agree to and do hereby indemnify, save and hold harmless KidsFirst, its employees, attorneys, social workers, independent contractors, independent contract attorneys, independent contract social workers, principals, officers, shareholders, owners, directors, successor corporations and affiliates from any and all claims, liabilities, actions, demands, judgments, losses and/or damages (including reasonable attorneys fees and costs) that the Adoptive Parent(s) who sign this waiver may have now or in the future against any third party, including but not limited to any foreign agency, lawyer, facilitator, governmental body, nation or any other individual or organization, except for acts of willful misconduct or gross negligence of KidsFirst and its directors, officers and employees.

d. **Travel.** KidsFirst is not responsible for any accidents or injuries sustained by the prospective adoptive parent(s) while traveling to, from or in the Foreign Country, and the Client is encouraged to purchase independent travel insurance from Travel Protectors or any other company providing such coverage for any potential claims related thereto. KidsFirst does not purport to be a travel agency or travel insurance provider in the USA or any foreign country, and any suggestions made by KidsFirst, its agents, employees, independent contractors, representatives or foreign service providers or agents is made strictly without warranty of safety. The prospective adoptive parent(s) accept the risk related to any travel or transportation related to this Agreement, and understands that any tour or travel arrangement in the foreign country is the sole responsibility of the prospective adoptive parent(s).

The prospective adoptive parent(s) expressly waive(s) any and all claims against KidsFirst (including its employees, agents, foreign representatives, and independent contractors) as related to any travel, theft, hotel, transportation incident on any automobile, motorcycle, taxi, bus, airplane, bicycle, etc., act of terrorism, accident causing injury or death, Act of God, forces of nature, etc. while traveling to, within or from the Foreign Country as related to the adoption referenced in this Agreement.

KidsFirst may recommend convenient airlines, airport transfer individuals or companies, but does not take part in the fee exchange of these companies or individuals and is not responsible for any acts of potential negligence made on their behalf. The prospective adoptive parent(s) agrees to accept the risk for any transportation, hotel or travel decision related to this Contract and to purchase independent travel insurance to protect their interests thereby, thus understanding that they waive claims herein and accept the risk related to international travel.

**6. Disclaimer.** KidsFirst and its agents, make no warranty or representation regarding the availability of a child for adoption, the length of time of the adoption process, the health or social development of the child, the completeness or accuracy of medical or other information provided, the costs associated with the process of adoption, the actions of foreign governments, or the actions of United States immigration authorities. KidsFirst does not guarantee that any Referred Child will meet the Preferences of the Adoptive Parent(s) as to child's age, gender, and other characteristics, although KidsFirst will assure that the Adoptive Parent(s) Preferences are made known, will exert reasonable efforts to fulfill them, and advocate for them. The Adoptive Parents are encouraged to conduct their own investigations and studies or to have individuals of their choice conduct such investigations or studies. The Adoptive Parents have reviewed, understand and initialed the "Acknowledgment of Medical/Social Risk" attached hereto as Exhibit C which is a part of this Agreement.

## **7. Disruption.**

a. **Best Interests of Child.** KidsFirst and the Adoptive Parent(s) will work at all times in the

best interests of the child concerned.

The parties anticipate that an adoption once approved will be enacted and made final prior to the time the Adoptive Parent(s) and then-adopted child return to the United States from the foreign country of the child's origin, or prior to the time the child is escorted to the United States. However, in the event the adoption is not so made final prior to the child's arriving in the United States in expectation of subsequent finalization of the adoption, KidsFirst will monitor the period of placement prior to the adoption's being made final ("Placement Period") to insure that the placement remains in the best interests of the child and will make at least the number of home visits required by the State of Indiana, as well as the Foreign country.

b. **Difficulties Involving Child during Placement Period, if any.** KidsFirst and the Adoptive Parent(s) will seek to avoid disruption of prospective adoption during such Placement Period prior to final adoption if that is in the best interests of the child. The Adoptive Parent(s) will notify KidsFirst promptly if there arise significant problems in the relationship or situation of the Adoptive Parent(s) and child during such time. To the extent it has knowledge and resources, KidsFirst will provide advice and offer information regarding available external assistance such as counseling that the Adoptive Parent(s) may engage at the Adoptive Parent(s)' expense.

c. **Disruption of Adoption by Mutual Consent during Placement Period.**

1. In the event that counseling is not successful in resolving serious difficulties and the Adoptive Parent(s) and KidsFirst mutually decide and express in writing that continuing the Placement Period and the Adoptive Parent's subsequent final adoption of the child are not in the child's best interest, the Adoptive Parent(s) and KidsFirst will establish an agreed-upon date within 30 days to effect a change in the custody and physical home of the child.
2. KidsFirst will use its best efforts to arrange for a qualified, eligible person to assume temporary custody of and provide care for the child and act promptly and in accord with any applicable legal requirements to remove the child from the Adoptive Parent's home.
3. KidsFirst will assume responsibility for finding a subsequent adoptive parent and placement for the child if possible, and, if done, for notifying the Foreign country government about the child's new adoptive parents.
4. In considering future placement of the child, KidsFirst will consider the child's views when appropriate in light of the child's age and maturity and, when required by Indiana State law, obtain the consent of the child prior to change in physical home or custody. KidsFirst will also consider the child's age, length of time in the United States, and other such pertinent factors.
5. KidsFirst will return child to the child's country of origin only as a last resort, only after exerting best efforts to establish a new placement with other adoptive parents, and only if this Foreign country government and relevant accrediting agency have provided prior approval in writing for such return.
6. Notwithstanding removal of the child from the Adoptive Parent's home and custody, the Adoptive Parent(s) shall continue to have financial accountability for all costs required for child's care until such time as KidsFirst is able to effect other placement or return of the child as set forth above, and the Adoptive Parent(s) will pay such costs upon billing by KidsFirst. KidsFirst will make reasonable efforts to determine if child is eligible for various governmental social welfare programs providing financial assistance to children and, if so, work with the Adoptive Parent(s) to see that child is enrolled and that the Adoptive Parent(s) billed expense is reduced accordingly.

d. **Disruption of Adoption due to Crisis or Emergency during Placement Period**

1. Upon or before placement of a child, the Adoptive Parent(s) will provide KidsFirst information regarding the Adoptive Parent('s) arrangement during the Placement Period for custody and care of the child (guardianship) should a crisis or emergency arise making it impossible for the Adoptive Parent(s) to fulfill responsibilities for the child as set forth herein.
2. To the best of its efforts, KidsFirst will facilitate assumption of custody and care by the Adoptive Parent('s) designated guardian and will continue any responsibilities it has for monitoring and reporting during the post-placement period, but KidsFirst will have no financial or other responsibilities with respect to that custody and care.

e. **Disruption of Adoption due to Neglect or Abuse**

1. KidsFirst may conclude that continuing the Placement Period and the Adoptive Parent('s) subsequent final adoption of the child are not in the child's best interest if it believes that child neglect or abuse is occurring. In such event, KidsFirst in compliance with the laws and regulations of the State of Indiana will report such suspected neglect or abuse promptly to appropriate law enforcement and public child welfare authorities and cooperate fully in their investigation and its resolution.
2. If local law enforcement and public child welfare authorities act to remove the child from the home, and assume temporary custody and care of the child, due to child abuse or neglect, then:
  - (a) KidsFirst will work to find a subsequent adoptive parent and placement for the child if possible, and for notifying the Foreign country government about the change in custody and care and the child's new adoptive parents.
  - (b) In considering future placement of the child, KidsFirst will consider the child's views when appropriate in light of the child's age and maturity and, when required by Indiana State law, obtain the consent of the child prior to change in physical home or custody. KidsFirst will also consider the child's age, length of time in the United States, and other such pertinent factors.
  - (c) KidsFirst will seek to return child to the child's country of origin only as a last resort, only after exerting best efforts to establish a new placement with other adoptive parents, and only if this Foreign country government and relevant accrediting agency have provided prior approval in writing for such return.
3. In the event removal of the child from the Adoptive Parent(s) home is the result of action by law enforcement or child welfare authorities, the Adoptive Parent(s) will have that financial and other responsibility for the child's care as is required by laws and regulations of the county, state, or other jurisdiction governing such circumstance.

**8. Dissolution.**

- a. KidsFirst and the Adoptive Parent(s) will seek to avoid dissolution of an adoption if that is in the best interests of the child. The Adoptive Parent(s) will notify KidsFirst promptly if there arise significant problems in relationship or situation of the Adoptive Parent(s) after the finalization of the adoption. To the extent it

has knowledge and resources, KidsFirst will provide advice and offer information regarding available external assistance such as counseling that the Adoptive Parent(s) may engage at the Adoptive Parent(s)' expense.

b. KidsFirst will provide information and referrals to appropriate resources should the Adoptive Parent(s) inform KidsFirst that Adoptive Parent(s) wish to dissolve an adoption following its being made final. At the point of adoption and a subsequent dissolution, KidsFirst has no legal duties toward the child or Adoptive Parent(s), but it will provide information and referrals pertaining to legal processes and government requirements to Adoptive Parent(s) should the Adoptive Parent(s) pursue dissolution. Both parties agree to serve the best interest of the child in this situation.

**9. Complaints and Grievances.** KIDSFIRST INTERNATIONAL ADOPTION, INC. has provided to the client information about its complaint and grievance policy and procedures as set forth in Exhibit E to this Agreement and the Client acknowledges receipt of same.

**10. Term.** The initial term of this Agreement shall be for the earlier of (i) completion of a successful adoption or (ii) one (1) year period commencing August 12, 2013, unless sooner terminated in accordance with the terms of this Agreement. This Agreement shall automatically be renewed for successive one-year terms after the completion of the Initial Term unless (a) a successful adoption has been completed, (b) either party elects not to renew by giving written notice to the other party no later than 60 days prior to the beginning of the proposed renewal term or (c) either party terminates by written notice to the other party. The parties expressly understand and agree that either party may terminate the relationship at any time, subject to the written notice requirements, with or without cause, for any reason or for no reason at all.

**11. Time Estimate.** Prior to providing services, KidsFirst will provide the Adoptive Parent(s) an estimate of the time required for various steps in the adoption process and inform the Adoptive Parent(s) of any significant changes in the estimate as the adoption process goes forward.

The Adoptive Parent(s) acknowledge that KidsFirst does not guarantee that the adoption will be accomplished within the time estimated. The Adoptive Parent(s) acknowledge they have been expressly informed that the time required for adoption may be lengthened or shortened by (a) factors affecting the availability of adoptable children including but not limited to political, policy, and legal changes in the Foreign country or United States, (b) excessive slowness to action on the part of public agencies, (c) changes in the Adoptive Parent(s) child Preferences, and (d) other unforeseen circumstances.

**12. Termination.** KidsFirst or the Adoptive Parents may terminate this Agreement for any reason whatsoever, by written notice to the other party. If for any reason either party *prior* to the child referral process terminates our working relationship, a refund of \$1000 will be returned. If the termination occurs *after* the child referral process has begun a refund of \$1000 less \$250 *per child referral* will be made to the family. The application fee and travel-related costs and other In-Country expenses shall not be refundable or reimbursable by KidsFirst.

Should KidsFirst terminate its working relationship with the Adoptive Parent(s) the refund will be issued at the same time as the termination letter is sent. Should the Adoptive Parent(s) choose to terminate their working relationship with KidsFirst the refund will be processed and distributed 90 days after receiving the written notice from the Adoptive Parent(s).

**13. Opportunity to Consult Counsel.** The Adoptive Parents acknowledge and agree that they have had adequate opportunity to consult with independent counsel of their choosing with respect to the terms of this Agreement and that they have made their own decision, without any influence by KidsFirst, or any of its agents with respect to such consultation.

**14. Entire Agreement, Modification.** This Agreement and its Exhibits contain the entire agreement between KidsFirst and the Adoptive Parents and supersedes all prior agreements between the parties. The parties acknowledge that no oral or written statement, inducement or representation has been made by any party that is not a part of this Agreement. This Agreement can be modified at any time only by a supplemental agreement in writing

signed by KidsFirst and the Adoptive Parents.

**15. No Preferential Treatment.** KIDSFIRST INTERNATIONAL ADOPTION, INC. will not show preferential treatment to its Board Members, contributors, volunteers, employees, agents, consultants, or independent contractors with respect to the placement of children for adoption from a Convention or a Non-Convention country.

**16. Assignment.** This Agreement may not be assigned by the Adoptive Parents at any time.

**17. Governing Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Indiana, without regard to any conflicts of law provisions. The Adoptive Parents and KidsFirst hereby consent to the jurisdiction of the state and federal courts of the State of Indiana over any disputes arising from, or in connection with, this Agreement.

**18. BINDING ARBITRATION. ANY DISPUTE ARISING OUT OF OR RELATING TO ADOPTIVE PARENTS' ADOPTION SHALL BE GOVERNED BY OR CONTROLLED BY THE AGREEMENT INCLUDING ANY SUPPLEMENTS THERETO, AND SUBJECT TO BINDING ARBITRATION, INCLUDING THE VALIDITY OF THIS ARBITRATION PROVISION. ANY DISPUTE WILL BE RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE INDIANA RULES FOR ALTERNATIVE DISPUTE RESOLUTION (ARBITRATION RULES) WITH THE EXCEPTION OF PARAGRAPH 2(F) OF THE AGREEMENT WHICH PERMITS KIDSFIRST TO USE ALL LEGAL PROCESSES, INCLUDING LITIGATION, TO FORCE COMPLIANCE WITH POST-ADOPTION REQUIREMENTS AS IDENTIFIED IN PARAGRAPH 2(F) OF THE AGREEMENT.**

**THE ARBITRATOR SHALL APPLY THE SUBSTANTIVE LAW OF THE STATE OF INDIANA, EXCLUSIVE OF ANY CONFLICT OF LAW RULES. ARBITRATION SHALL BE BEFORE A SOLE ARBITRATOR AND SHALL BE IN INDIANAPOLIS, MARION COUNTY, INDIANA.**

**THE ARBITRATOR IS NOT EMPOWERED TO AWARD DAMAGES IN EXCESS OF THE LESSER OF COMPENSATORY DAMAGES OR THE FEES ACTUALLY PAID TO KIDSFIRST AS AGENCY FEES \$8,000. 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 YOUR 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 LATTER DATE OF THE TERMINATION OF THIS AGREEMENT BY EITHER PARTY OR THE COMPLETION OF YOUR ADOPTION ACCORDING TO THE LAWS OF THE FOREIGN COUNTRY.**

**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 YOUR ADOPTION OR THIS AGREEMENT BY EITHER PARTY, WITH THE EXCEPTION OF PARAGRAPH 2(F) IN THE AGREEMENT. ALL ISSUES RELATING TO THE TIMELINESS OF CLAIMS SHALL BE RESOLVED BY THE ARBITRATOR.**

**19. Severability.** Should any provision of this Agreement be deemed illegal or unenforceable in any respect, such illegality or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain in accordance with their terms.

**20. Headings.** The headings contained in this Agreement are for the convenience of reference only, and shall not affect the meaning or construction of the provisions of this Agreement.

**21. Waiver.** The failure of either party to insist in any one or more instances upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver of future performance of any of the terms or conditions contained herein.

**22. Recitals and Exhibits.** The recitals and Exhibits of this Agreement are intended by the parties to be a material part of this Agreement and shall be deemed as such. All provisions contained within the recitals and Exhibits shall be deemed to be of the same force and effect as if such provisions were incorporated into the body of this Agreement.

**23. Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be considered an original and all of which shall constitute one and the same Agreement.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and date first above written.

KIDSFIRST INTERNATIONAL ADOPTION, INC.

By: \_\_\_\_\_  
Inna Pecar, President

ADOPTIVE MOTHER

\_\_\_\_\_

ADOPTIVE FATHER

\_\_\_\_\_

EXHIBIT "A"

**INITIAL AUTHORIZATION FOR EXCHANGE  
OR RELEASE OF INFORMATION**

Name of Applicant(s): \_\_\_\_\_ and \_\_\_\_\_

KIDSFIRST INTERNATIONAL ADOPTION, INC. has my permission to obtain written and/or verbal information as is necessary to complete the adoption process.

I/We understand the contents to be released/obtained, the need for the information and that there are statutes and regulations protecting the confidentiality of authorized information. I/We understand that this consent is truly voluntary and is valid until \_\_\_\_\_ (date not to exceed one year). I/we also understand that I/we may withdraw this consent at any time except to the extent that information has already been received or obtained.

\_\_\_\_\_  
Adoptive Mother

\_\_\_\_\_  
Adoptive Father

Date: \_\_\_\_\_

Date: \_\_\_\_\_

I certify that the client understands the purpose of this release form, and that permission was granted voluntarily.

\_\_\_\_\_  
Staff Signature

\_\_\_\_\_  
Date

# Bulgaria Fee Schedule- Waiting Child

| Agency                                                                                              | Purpose                                                                                               | Price               | When Fee is Due:                                       |
|-----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|---------------------|--------------------------------------------------------|
| <b>KidsFirst International Adoption, Inc. (KFIA)</b>                                                |                                                                                                       |                     | <b>At application</b>                                  |
|                                                                                                     | Non-Refundable Application Fee                                                                        |                     | <b>\$300</b>                                           |
| <b>Check to KFIA to include</b>                                                                     |                                                                                                       |                     | <b>At Country Application Submittal</b>                |
|                                                                                                     | Agency Fee (1 child)                                                                                  |                     | <b>\$3,000</b>                                         |
|                                                                                                     | (2 children)                                                                                          |                     | <b>\$4,000</b>                                         |
|                                                                                                     | Administrative Costs (Foreign processing, telephone, delivery charges, photocopy, etc)                |                     | <b>\$1,000</b>                                         |
| <b>Check to USCIS</b>                                                                               |                                                                                                       |                     | <b>Paperwork sent to USCIS</b>                         |
| (U.S. Citizenship and Immigration Services)                                                         | I-800A Processing                                                                                     | <b>\$720</b>        |                                                        |
|                                                                                                     | Fingerprinting fee (\$85 per adult)                                                                   | <b>\$170</b>        | <b>\$890</b>                                           |
| <b>Check to KFIA to include:</b>                                                                    |                                                                                                       |                     | <b>At dossier submittal</b>                            |
| KFAS                                                                                                | Agency Fee (1 child)                                                                                  |                     | <b>\$3,000</b>                                         |
|                                                                                                     | (2 children)                                                                                          |                     | <b>\$4,000</b>                                         |
|                                                                                                     | KidsFirst Document Processing Fee (Indiana families only – optional)                                  |                     | <b>\$150</b>                                           |
|                                                                                                     | Administrative Costs (Foreign processing, telephone, delivery charges, photocopy, etc)                |                     | <b>\$1,000</b>                                         |
| <b>To Coordinator</b>                                                                               |                                                                                                       |                     | <b>At Time of Submission of Registration Documents</b> |
|                                                                                                     | Facilitator Fee                                                                                       |                     | <b>2,000€</b>                                          |
| <b>To KFAS</b>                                                                                      |                                                                                                       |                     | <b>Prior to First Trip</b>                             |
|                                                                                                     | Development Fee                                                                                       |                     | <b>\$2,000</b>                                         |
| <b>To Coordinator</b>                                                                               |                                                                                                       |                     | <b>After trip 1 and acceptance of the child</b>        |
|                                                                                                     | Facilitator Fee                                                                                       |                     | <b>4,000€</b>                                          |
| <b>To Coordinator</b>                                                                               |                                                                                                       |                     | <b>Upon picking up the child in Country</b>            |
|                                                                                                     | Facilitator Fee                                                                                       |                     | <b>2,000€</b>                                          |
| <b>Travel Expenses</b>                                                                              |                                                                                                       |                     | <b>Prior to Travel</b>                                 |
|                                                                                                     | 2 Trips - Round Trip airfare for 2 adults (@ approx \$1000-\$1500 per person, per trip) estimate only |                     | <b>\$4,000 +</b>                                       |
|                                                                                                     | Child's one-way airfare (cost varies, estimate only)                                                  |                     | <b>\$500 +</b>                                         |
| <b>In-Country Expenses/Fees : Estimates will increase due to daily exchange rate for USD to EUR</b> |                                                                                                       |                     |                                                        |
|                                                                                                     | Lodging and meals (2 people – 5-7 nights each trip) – estimate only                                   | \$100 - \$200/night | <b>\$1,000 +</b>                                       |
|                                                                                                     | Medical for child's Visa – estimate only                                                              |                     | <b>\$100</b>                                           |
|                                                                                                     | Child's U.S. Visa                                                                                     |                     | <b>\$230</b>                                           |

**Plus: take an additional \$2,000 - \$3,000 for lunches, dinners, souvenirs\*: US Currency or Traveler's Checks**

- The fee for the home study is in addition to the above amounts, and varies from agency to agency. The KFAS fee for Indiana homestudies is currently \$1,800 plus travel expenses (mileage at \$.50/mile).
- **All prices listed are subject to change. US Currency must be new or nearly new, unmarked and uncreased US \$50 and \$100 bills.**
- **For a second child our agency fee is an additional \$2,000. All fees in Bulgaria will double for a second child.**
- **The fee for post-placement reports is \$300 for one report and \$400 for two concurrent reports, plus travel expenses (mileage at \$.50/mile).**

We have read, understand, and agree to the above fee schedule for an adoption in Bulgaria.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Revised February 18, 2014

# Bulgaria Fee Schedule- Regular Program

| Agency                                                                                                | Purpose                             | Price                                                  | When Fee is Due:               |
|-------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------------------------------------|--------------------------------|
| <b>Check to KidsFirst International Adoption, Inc. (KFIA)</b>                                         |                                     |                                                        | <b>At application</b>          |
| Non-Refundable Application Fee                                                                        |                                     |                                                        | \$300                          |
| <b>Check to USCIS</b>                                                                                 |                                     |                                                        | <b>Paperwork sent to USCIS</b> |
| (U.S. Citizenship and Immigration Services)                                                           | I-800A Processing                   | \$720                                                  |                                |
|                                                                                                       | Fingerprinting fee (\$85 per adult) | \$170                                                  | \$890                          |
| <b>Adoption Learning Partners</b>                                                                     | Adoption Education                  | Course Registration                                    | \$155                          |
| <b>Check to KFIA to include:</b>                                                                      |                                     |                                                        | <b>At dossier submittal</b>    |
| KFAS                                                                                                  | Agency Fee                          | (1 child)                                              | \$6,000                        |
|                                                                                                       |                                     | (2 children)                                           | \$8,000                        |
| KidsFirst Document Processing Fee (Indiana families only – optional)                                  |                                     |                                                        | \$150                          |
| Administrative Costs (Foreign processing, telephone, delivery charges, photocopy, etc)                |                                     |                                                        | \$1,000                        |
| <b>To Coordinator</b>                                                                                 |                                     | <b>At Time of Submission of Registration Documents</b> |                                |
| Facilitator Fee                                                                                       |                                     | 2,000€                                                 |                                |
| <b>To KFAS</b>                                                                                        |                                     | <b>Prior to First Trip</b>                             |                                |
| Development Fee                                                                                       |                                     | \$2,000                                                |                                |
| <b>To Coordinator</b>                                                                                 |                                     | <b>After Trip 1 and acceptance of the child</b>        |                                |
| Facilitator Fee                                                                                       |                                     | 4,000€                                                 |                                |
| <b>To Coordinator</b>                                                                                 |                                     | <b>Upon picking up the child in Country</b>            |                                |
| Facilitator Fee                                                                                       |                                     | 2,000€                                                 |                                |
| <b>Travel Expenses</b>                                                                                |                                     |                                                        | <b>Prior to Travel</b>         |
| 2 Trips - Round Trip airfare for 2 adults (@ approx \$1000-\$1500 per person, per trip) estimate only |                                     |                                                        | \$4,000 +                      |
| Child's one-way airfare (cost varies, estimate only)                                                  |                                     |                                                        | \$500 +                        |
| <b>In-Country Expenses/Fees : Estimates will increase due to daily exchange rate for USD to EUR</b>   |                                     |                                                        |                                |
| Lodging and meals (2 people – 5-7 nights each trip) – estimate only                                   |                                     |                                                        | \$1,000 +                      |
| Medical for child's Visa – estimate only                                                              |                                     |                                                        | \$100                          |
| Child's U.S. Visa                                                                                     |                                     |                                                        | \$230                          |

**Plus: take an additional \$2,000 - \$3,000 for lunches, dinners, souvenirs\*: US Currency or Traveler's Checks**

- The fee for the home study is in addition to the above amounts, and varies from agency to agency. The KFAS fee for Indiana homestudies is currently \$1,800 plus travel expenses (mileage at \$.50/mile).
- All prices listed are subject to change. US Currency must be new or nearly new, unmarked and uncreased US \$50 and \$100 bills.
- For a second child our agency fee is an additional \$2,000. All fees in Bulgaria will double for a second child.
- The fee for post-placement reports is \$300 for one report and \$400 for two concurrent reports, plus travel expenses (mileage at \$.50/mile).

We have read, understand, and agree to the above fee schedule for an adoption in Bulgaria.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT C**  
**ACKNOWLEDGMENT OF MEDICAL/SOCIAL RISK**

I/We have discussed and have had the opportunity to research independently, the medical and social risk factors of international adoptions, including the characteristics of high risk and/or unknown birth parents.

I/We further understand that many tests for young children are unreliable at best, (i) that some tests may have a built-in time delay factor or exhibit a false-negative response; and that the child referred to us is based upon available information, and (ii) that an assessment of the health of an infant or small child cannot be entirely accurate in the absence of certain multiple tests requiring time and controlled conditions. Further complicating this issue is the problematic state of the various countries medical systems throughout the world, in terms of both technical proficiency and education. Because of the wide variance and disparity throughout the world, the accuracy of medical diagnosis can be neither guaranteed nor discounted in any way. Furthermore, that the results of any medical testing of an adopted child may not be accurate or may be an indication of the child's health at only one specific point in time.

I/We further understand that the identities, prior medical history, and genetic history of the biological mother and father of an adopted child may be unknown, and, in fact, are very rarely known, and that no history may be available pertaining to a child's birth date, neglect, abuse, or adjustment difficulties. That an adopted child may have or develop a congenital defect, medical disease or condition undiagnosed, misdiagnosed, or unforeseen prior to adoption, and that internationally adopted children experience rates higher than in the United States for certain diagnoses and illnesses.

In addition, we will be given the opportunity to discuss such medical and social risks with physicians of our choice, realizing that the employees of KIDSFIRST INTERNATIONAL ADOPTION, INC. are not licensed medical personnel. Considering the above, the Adoptive Parent(s) accept the risks that a child adopted pursuant to this Agreement may have congenital defects; physical, mental, or social handicaps; undiagnosed, misdiagnosed, or subsequently developing illnesses or health conditions.

I/we understand that such problems may include, but are not limited to, the following conditions:

|                             |                                                     |                                             |
|-----------------------------|-----------------------------------------------------|---------------------------------------------|
| Salmonella                  | Tuberculosis                                        | Hepatitis A,B or C                          |
| Milk Intolerance            | Dehydration                                         | Scabies                                     |
| Malnutrition                | Pneumonia                                           | HIV/AIDS                                    |
| Retardation                 | Ricketts                                            | Prematurity                                 |
| Depression                  | Under Stimulation                                   | Venereal Disease                            |
| Decayed Teeth               | Drug Exposure                                       | Visual Impairment                           |
| Hearing Impairment          | Learning Disability                                 | Delayed Development                         |
| Parasitic Infection         | Institutionalization                                | Fetal Alcohol Syndrome                      |
| Mental Illness              | Abuse: physical, sexual<br>emotional, psychological | Undiagnosed Congenital<br>Problems          |
| Physical Deformity          |                                                     |                                             |
| Exposure to Nuclear disease | Seizure Disorder                                    | Serious Illness (cancer, heart<br>diabetes) |
| Environmental Fallout       | Genetic Disorder                                    |                                             |

I/we recognize, understand and accept the KIDSFIRST INTERNATIONAL ADOPTION, INC. medical and social risk acknowledgment, as noted above, and hereby indemnify and hold harmless the agency, its employees, agents, volunteers and Board of Directors for any diseases and conditions that have not been previously diagnosed.

\_\_\_\_\_  
Adoptive Mother

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adoptive Father

\_\_\_\_\_  
Date

**EXHIBIT D-1**  
**POST-PLACEMENT POLICY**

**Bulgaria**  
**POST-PLACEMENT POLICY**

The maintenance of Bulgarian accreditation and the ability of agencies to continue to work in Bulgaria are contingent upon the full compliance of adoption agencies with post-placement report requirements. These countries require post-placement reports prepared by licensed adoption agencies at the 6 month, 1 Year, 18 Months, and 24 month anniversary of the child's adoption.

Because of the severity of the penalties imposed by these countries for non-compliance, KidsFirst will require that all adoptive parents sign (i) a contract with KidsFirst containing the requirement for full compliance with the KidsFirst post-placement policy, and (ii) commitments (possibly both to KidsFirst and its Partner agency) to provide post-placement reports on a timely basis. These documents will be legally enforceable and KidsFirst (and its partner) may pursue any breach of the post-placement provisions using all legal remedies.

It is imperative that all post placement reports be submitted on a timely basis. There will be a late fee of \$100 for the first day and \$25 per day thereafter, which will be due and payable to KidsFirst for each report if not received on the due date. It is the family's responsibility to make sure their home study agency turns in the original reports to KidsFirst on time. Moreover, if the post placement agency completing the post placement report does not notarize and Apostille Seal each report, the fee to notarize and Apostille Seal, plus a \$100 administrative fee, will be immediately due and payable to KidsFirst.

Failure to meet the requirements set by the Bulgarian authorities and KidsFirst (or its accredited agency) of your post placement reports may result in your personal financial liability (this includes, but is not limited to, program maintenance costs, staff salaries, existing caseload processing and completion, loss of future revenue, etc.). If legal action is required from KidsFirst, the family shall also incur all legal fees, transportation, hotel, etc.

**ADOPTIVE PARENTS SHALL ACKNOWLEDGE IN THE CONTRACT THEIR UNDERSTANDING THAT THEIR FAILURE TO COMPLY WITH THESE PROVISIONS MAY RESULT IN THE TERMINATION OF THE ABILITY TO WORK IN SUCH COUNTRY OF KIDSFIRST OR ITS AGENTS OR REPRESENTATIVES IN SUCH COUNTRY, OR MAY OTHERWISE JEOPARDIZE THE STANDING OF KIDSFIRST, ITS AGENTS OR REPRESENTATIVES IN SUCH COUNTRY, AND MAY ADVERSELY IMPACT THE LICENSING OF KIDSFIRST IN THE STATE OF INDIANA OR ANY ACCREDITATION, MEMBERSHIP OR APPROVAL KIDSFIRST MAY HOLD OR DESIRE TO OBTAIN IN THE FUTURE. IF ADOPTIVE PARENTS FAIL TO COMPLY WITH THIS PROVISION IN ANY MANNER, BEFORE OR AFTER THE COMPLETION OF THE ADOPTION, ADOPTIVE PARENTS HEREBY AGREE THAT SUCH FAILURE SHALL: (A) RESULT IN IMMEDIATE AND IRREPARABLE HARM AND/OR DAMAGE TO KIDSFIRST; (B) ENTITLE KIDSFIRST TO AN IMMEDIATE EXPARTE (WITHOUT NOTICE) INJUNCTION ORDERING ADOPTIVE PARENTS TO COMPLY WITH KIDSFIRST'S REQUEST FOR COMPLIANCE WITHOUT PROOF OF DAMAGES; AND (C) MAKE ADOPTIVE PARENTS RESPONSIBLE FOR ANY LEGAL FEES, COSTS AND OUT OF POCKET EXPENSES (INCLUDING BUT NOT LIMITED TO TRAVEL EXPENSES OF KIDSFIRST'S STAFF, LEGAL COUNSEL OR OTHER REPRESENTATIVES) RESULTING FROM ANY LEGAL ACTION BY KIDSFIRST BECAUSE OF SUCH FAILURE, WHETHER OR NOT KIDSFIRST IS SUCCESSFUL WITH ITS LEGAL ACTION.**

**EXHIBIT D-2**

**Commitment to Comply with Requirements for  
Post-Placement/Post-Adoption and Registration of Child**

I/We \_\_\_\_\_ do hereby understand and agree to the following post-placement/post-adoption schedule of visits following the placement of my/our child(ren).

|           |                                                |
|-----------|------------------------------------------------|
| Report #1 | DUE at 6 months after date of adoption decree  |
| Report #2 | DUE at 12 months after date of adoption decree |
| Report #3 | DUE at 18 months after date of adoption decree |
| Report #4 | DUE at 24 months after date of adoption decree |

I/We understand that the post-placement/post-adoption reports must be completed by a licensed social worker in enough time to submit them to the agency in the expected time frame. I/We understand that these post-placements are legal documents which will, or may later be required to be, submitted to the Foreign government where the child(ren) are adopted (the "Country of Origin").

I/We agree to abide by any changes a Country of Origin requiring the submission of post-placement reports, KidsFirst or its agents or representatives in such country, may require in regards to the submission of post placement reports (and photos).

I/We understand that I/we must pay our home study agency for post placement services in advance, and once paid our home study agency is to e-mail a verification that this has been done.

I/We also agree to submit the required amount of post placement reports (with the required number of colored photos attached) as are requested by the Country of Origin and KidsFirst. These reports will be completed by my/our Home Study agency, as required by the Country of Origin. Failure to meet the requirements set by the Country of Origin of my/our post placement, will result in my/our personal financial liability (this includes but is not limited to, program maintenance costs, staff salaries, existing caseload processing and completion, loss of future revenue, etc.). If legal action is required from KidsFirst, the family shall also incur all legal fees and other expenses of pursuing such legal action, including but not limited to, transportation, hotels, etc.

I understand that my failure to comply with these requirements could result in a moratorium on foreign adoptions.

This Commitment to Comply with Requirements for Post-Placement/Post-Adoption and Registration of Child is non-negotiable.

**Please note: Any attempt to deviate or any actual deviation of this contract will result in no refund of the Post-Placement Deposit.**

\_\_\_\_\_  
Adoptive Father Date

\_\_\_\_\_  
Adoptive Mother Date

## EXHIBIT E

### COMPLAINT/GRIEVANCE POLICY AND PROCEDURE

**Right to make a complaint:** KIDSFIRST INTERNATIONAL ADOPTION, INC. recognizes the right of any birth parent, prospective adoptive parent, or adoptee to lodge a complaint or appeal about any of the services or activities of the agency that he or she believes are inconsistent with state and federal laws and regulations and standards of accreditation that apply to the agency. All complaints must be filed in accordance with Hague Convention regulations. Upon request KIDSFIRST INTERNATIONAL ADOPTION, INC. will provide the client(s) with assistance in locating the Hague Convention Regulations.

Clients have the right to be provided a copy of any home study or post placement reports involving them (if state law and regulations allow that), and specifically, clients have the right to complain and seek review concerning any agency decision or information affecting their eligibility to adopt.

KIDSFIRST INTERNATIONAL ADOPTION, INC. does not take any action to discourage a client or prospective client from, or retaliate against a client or prospective client, for making a complaint, expressing a grievance, questioning the conduct of or expressing an opinion about the performance of the agency.

#### **Handling of complaints and requests for review a decision or information:**

- A person believing he/she has a complaint is requested to present it first to the Executive Director of the agency. Contact information for the Executive Director is: Inna Pecar, 9135 N. Meridian St., Suite B-4, Indianapolis, Indiana 46260
- KidsFirst International Adoption, Inc. encourages open and honest discussion among its personnel and clients, and does not discourage or retaliate against any party for issuing a written concern or complaint.
- If the Executive Director is unable to resolve the complaint to the satisfaction of that person, he/she may request to submit the complaint in a dated and signed written document and have it forwarded for consideration to the Governing Board of KIDSFIRST INTERNATIONAL ADOPTION, INC.
- Upon submission of such a written complaint, the Governing Board will consider the complaint and develop a response to be communicated back to the complainant.
- If the complaint it is not resolved through the agency's complaint process and it involves the Hague Convention on Intercountry Adoption, the Intercountry Adoption Act, the Federal implementing regulations (22 CFR 96, 97, 98) or a Hague Convention adoption case, you may file a formal complaint online with the U.S. Department of State's Hague Complaint Registry (<https://adoptionusca.state.gov/HCRWeb/WelcomeForm.aspx>). To submit a complaint, simply click on the link to the "Complaint Form", complete the information and click the "Confirm" button when they are finished. They may also print out the form and fax it to the US Central Authority at (202) – 736-9080.
- The client also has a right to file a complaint with the Indiana Department of Child Services:

Indiana Department of Child Services  
302 West Washington Street  
Room E306, MS47  
Indianapolis , IN 46204-2739  
Phone: (317) 234-5318  
Fax: (317) 232-4436  
Sandra.Caesar@dcs.IN.gov  
<http://www.in.gov/dcs>

All written complaints will be responded to through the process above within 30 days of receipt, and an expedited review will be given to any complaints that are time sensitive or that involve allegations of fraud.

**Administrative and record-keeping regarding complaints**

- KIDSFIRST INTERNATIONAL ADOPTION, INC. will maintain a written record of each written complaint and the steps taken to investigate and respond to it. This record will be made available to the accrediting entity, the Hague Complaint Registry, or the Secretary of the Hague Convention upon request.
- The agency will provide the accrediting entity and the Complaint Registry, on a semiannual basis, a summary of all written complaints received (including the number of complaints received and how each complaint was resolved) and an assessment of any discernible patterns in complaints received against the agency, along with information about what systemic changes, if any, were made or planned by the agency in response to such patterns.

**Using evaluation of any complaints received to improve the quality of agency services:**

- To continuously improve its services and minimize the number of complaints that might be received, KIDSFIRST INTERNATIONAL ADOPTION, INC. will have a quality improvement program appropriate to its size and circumstances. It will use quality improvement methods such as reviewing complain data, customer satisfaction surveys, or benchmarking to external data (when these are available) as a basis for making improvements.

\_\_\_\_\_  
Adopting Father

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adoptive Mother

\_\_\_\_\_  
Date

**EXHIBIT F**  
**STATEMENT OF RISKS IN INTERNATIONAL ADOPTIONS**

**INTRODUCTION**

As prospective adoptive parents, you are about to embark upon an exciting experience. Adoption can be a very emotional process, and it is sometimes difficult to remember all the details and information we have provided to you concerning the adoption. Because of this, we have found it helpful to put some of this information in writing so you can refer to it from time to time throughout the adoption process. Since this is important information and it is important for us to know you have it, we will ask you to sign a copy of this statement for our files. Adoption placements have certain risks, which may or may not be known at the time of placement or may never be known by us. The purpose of this statement is to set forth several, but not all, of the significant risks associated with entering into an international adoption plan. You, as potential adoptive parents, are urged to review this document, and all documents we ask you to sign, with an attorney or anyone else you choose. Also, we want to emphasize that the adoption process is completely voluntary. You should not feel pressured nor are you obligated or required to continue any adoption plan at any time up until the finalization of the adoption, whether that finalization occurs in the foreign country or in the United States. The amount of information available to us varies from placement to placement. As a result, certain risks may become known to us and/or become significant to the placement. You understand that as significant material information becomes known to us, it will be disclosed to you so that you can review it and possibly reevaluate your participation in this proposed adoption placement. You also understand and acknowledge that not all information will be known to us or knowable by us, and it is possible that all of the information, both known and unknown, may create risks and have an effect on the future health, social and/or emotional development of the child.

**DEFINITION OF TERMS**

As used in this document, the following terms are defined as follows:

“Adoptive Parents” and “you” refer to the individual(s) whose name and signature appear at the end of this document.

“Agency” and “we” or “us” refer to KidsFirst International Adoption, Inc.

“Referral Source” refers to any person, agency or organization that refers children in a foreign country to you for purposes of an adoption.

“Foreign government” refers to any government entity, whether national or local, in a country outside of the United States.

**GENERAL RISKS IN INTERNATIONAL ADOPTIONS**

You understand that there are significant risks in pursuing an international adoption. We will diligently pursue the successful completion of an adoption for you, but you acknowledge that we cannot control all aspects of the process nor guarantee a successful outcome. Completing an application and/or enrolling in our program do not guarantee the placement of a child with you.

Further, you understand that while a foreign country may try to honor your requests for specific characteristics in a child (such as age), this might not be possible. We also may not be able to secure a referral of a child from the foreign country you want to adopt from and/or with the characteristics you desire. While we will try to accommodate your desires, we cannot guarantee that we will be able to do so.

## **APPROVAL OF PROSPECTIVE ADOPTIVE PARENTS**

The foreign adoption authorities retain the right to approve your application or deny it according to their admission criteria. The foreign authorities retain the right to change the criteria at any point in the process, and in all respects have sole authority to process your application or deny it. Foreign adoption programs may even close, which may result in no financial recourse. KidsFirst is not responsible for nor does it have any control over an adoption program when foreign authorities close programs, change the adoption time frame, change or add requirements, add additional fees, and/or change any other factors that are at their discretion.

## **LOST REFERRALS**

You understand that a specific child may be referred to you, but that referral may be lost for any of several reasons which are beyond our control. For example, a child may become too ill for placement; the child may not be available within the time frame you desire or within the foreign country's time limitations; or it may be determined that the child will never be legally free for adoption. The United States government may change immigration or other rules which then preclude you from proceeding with adopting the child referred to you. The United States government may refuse to issue the necessary visa for the child to enter this country due to problems with your situation or due to problems in the foreign country. Sometimes the foreign country or independent referral source will withdraw a referral with or without explanation. This can happen because of a change in the foreign country's local or national politics, a change in officials, increased concern within the foreign country regarding international adoptions of their children, a relative coming forward to claim the child, or a foreign national desiring to adopt the child. You understand that these events are not under our control, and we cannot change decisions made by a foreign government.

## **MEDICAL, DEVELOPMENT AND EMOTIONAL RISKS**

We cannot predict an adoptive child's mental or physical development, emotional and/or personality characteristics, health, medical problems, learning disabilities, intellectual ability, hyperactivity, attention deficits, attachment and/or bonding issues, appearance or inherited characteristics. We will pass on to you all information that is provided to us by the referral source and/or foreign government or agency. You understand and acknowledge that the medical and social information given to us by the referral source, governmental agency or by hospitals or doctors and passed on to you may be incomplete or erroneous. It is even possible that some of these sources of information may intentionally give incorrect information or fail to give important information to us. You should consult with a pediatrician, OB-GYN or appropriate medical specialist to review such information or provide you with an opinion regarding this information, or absence of such information, before accepting referral of any child. You further understand and acknowledge that a referred child may have undiagnosed or misdiagnosed medical, development, emotional or physical problems which may be temporary or permanent. Such problems may not be apparent until after the child is in your home. We cannot guarantee

the accuracy or completeness of any information given to us about the child, including the child's age, or the results of any testing done on the child in the foreign country. We do not assume any duty to independently verify the information given to us by referral sources, governmental agencies, hospitals, doctors or other sources nor will we make an independent investigation into the child's background and health or social situation. You agree not to expect or rely upon us to verify or investigate the truth of information provided to us by the referral source or other parties at the time of referral or in the future. Sometimes a family travels to a foreign country, receives their child and, while still in the foreign country, decides that they want a different referral. Although the family may petition a foreign government to take the child back and to issue another referral the foreign government may deny their petition. In that case the family will come back home without a child. In a case when their petition is granted and a new referral is issued the family will have to spend more time in the foreign country or even possibly come back to the US and take another trip to the foreign country to finalize their adoption . We cannot guarantee that you will receive another referral if you turn down the original referral. You understand and acknowledge that we are not responsible for nor can we be held liable for any cost or expense incurred by you because you decide to request a different referral while in the foreign country. You specifically agree to hold us harmless and not to pursue any legal action against us in any way at any time for the child's physical, emotional or mental health or development or ability to integrate into your family.

## **TIME FRAME**

International adoptions are unpredictable in many ways, one of them being the time frame in which you will receive a referral or a placement of a child with you. There can be no assurances or guarantees that your adoption will proceed in any specific length of time. For example, the adoption may be delayed or discontinued by the foreign country for reasons either explained or unknown. The court in the foreign country may not approve the adoption or may withdraw approval of the licensing or investigating body in either the United States or the foreign country. International adoptions are also at the mercy of international politics and national policies of the foreign country. A change in government may change your opportunity to adopt in that country. An international crisis or circumstances such as a war or terrorist action in either the United States or the foreign country may delay or stop adoptions. These factors can impact your adoption at any point in the adoption process.

## **TRAVEL**

Travel to and from foreign countries can be uncertain. Although you may be given a specific date for travel to the foreign country, this date may change unexpectedly. Once you arrive in a foreign country, events there may delay your return to the United States through circumstances of which we are unaware or which arise while you are there. You agree that we are not liable or otherwise obligated for any expenses you incur in traveling to a foreign country to bring a child back to the United States or which arise due to changes in travel plans or times.

## **COSTS**

Adoption fees, especially those paid to agencies, facilitators or others in a foreign country may change at any point in the adoption process. This may be due to economic circumstances, the need for additional services required by the foreign country and/or United States, or for reasons unknown to us. We will inform you when we become aware of any change in such fees.

However, we cannot control nor limit any increase in these charges. You understand and acknowledge that you are responsible for the fees you pay to anyone other than us, and that we are neither responsible nor liable for any increase in those fees. In certain circumstances you may pay fees to agencies, governments, facilitators or other in a foreign country. If your adoption does not happen for any reason, you may or may not receive any refund of fees you have paid or we have paid on your behalf to the foreign sources. You agree that we are not liable nor in any way responsible to pay to you or obtain for you a refund of such fees. Fees and costs paid or payable to us for services rendered in connection with your adoption are non-refundable in accordance with the Fee Schedule provided to you. It is important to understand that you are paying for services provided to you or for the benefit of you or the child. Although fees and costs are generally phased over the course of the adoption, they should never be construed as payments in exchange for a child.

### **CONTROL OVER OTHER ENTITIES**

There are many governmental and non-governmental agencies involved in an international adoption over which we have no control. We cannot guarantee the actions of any agency or individual over whom we do not have complete control. This includes foreign officials, foreign attorneys, foreign referral sources, foreign immigration and governmental agencies and other licensed adoption service providers within the United States. In addition, we cannot control the actions of the United States Citizenship and Immigration Service (USCIS) or the United States Embassy or Consulate officials in a foreign country. We cannot guarantee that the U.S. Embassy Consulate office which processes a child's immigration visa will find that the child meets the definition of an "orphan". This is solely within the discretion of the USCIS. Further, in certain cases, the USCIS has stopped children from entering the U.S. for an adoption due to problems in the foreign country. We will keep you informed of the USCIS situation with regard to a child you wish to adopt, but we cannot guarantee the child will be allowed to enter the United States.

### **LEGAL RISKS**

In any adoption there may be legal risks. These include the risk that the agency or court in the foreign country may not approve your adoption or will change the requirements for you to complete the adoption. There may be issues raised by a termination of parental rights in the foreign country based on a relinquishment by the birthmother only, not the birth father. If you must finalize or confirm your adoption when you return home with a child, the court in your state may not approve the adoption or may have additional requirements you must meet beyond those of the foreign court or the USCIS. We strongly recommend that you consult with an attorney regarding any issues which are of concern to you.

### **DISRUPTIONS AND DISSOLUTIONS**

Disruption of an adoption plan, before or after placement almost always results in emotional turmoil and financial loss to you. Your financial losses may include, but are not limited to, all costs and fees paid and owed to KidsFirst, payments made for legal services, payments made for foster care and medical services. Fees are for services rendered and are in no way "buying a child". On occasion, an adoption is unable to be completed. In cases such as this, there will be no reimbursement for services that were completed and undertaken on your behalf. You understand that KidsFirst will not pursue a biological parent or otherwise harass a biological parent to complete an unwanted adoption plan or to repay any of the funds you may have paid in

attempting to do an adoption. If parents choose to terminate an adoption plan prior to finalization for any reason all fees incurred to such point are non-refundable and non-transferable.

From the date an adoption is considered finalized in a foreign country, the child shall be considered a legal dependant of the prospective adoptive parent(s), who agree to assume full responsibility for all costs of the child's care, housing, rearing, education and medical needs. Should a family resolve to dissolve an adoption after finalization, KidsFirst bears no legal responsibility to the family or the child for finding an alternative home. To the extent it has knowledge and resources the agency will provide advice and offer information regarding available external assistance such as counseling that the Adoptive Parent(s) may engage at the Adoptive Parent(s)' expense. In the event that counseling is not successful in resolving serious difficulties and the Adoptive Parent(s) decide that vacating the adoption is in the best interest of the child, the agency will assist the adoptive family in finding a subsequent adoptive family for the child, if possible. Should the efforts used to locate a subsequent adoptive family yield no results, it will be the adoptive family's responsibility to utilize the services available to them through the Department of Child Services or similar department for the State in which they reside. In considering future placement of the child, the agency will consider the child's views when appropriate in light of the child's age and maturity and, when required by State law, obtain the consent of the child prior to change in physical home or custody. KidsFirst will also consider the child's age, length of time in the United States, and other such pertinent factors. Notwithstanding the removal of the child from the Adoptive Parent's home and custody, the Adoptive Parent(s) shall continue to have financial accountability for all costs required for the child's care until such time as the agency is able to effect other placement or return of the child as set forth above, and the Adoptive Parent(s) will pay such costs upon billing by the agency. KidsFirst will make reasonable efforts to determine if child is eligible for various governmental social welfare programs providing financial assistance to children and, if so, work with the Adoptive Parent(s) to see that child is enrolled and that the Adoptive Parent(s)' billed expense is reduced accordingly.

In the event KidsFirst suspects child neglect or abuse occurring, in compliance with the laws and regulations of the State of Indiana, KidsFirst will report such suspected neglect or abuse promptly to appropriate law enforcement and public child welfare authorities and cooperate fully in the investigation and its resolution. If local law enforcement and public child welfare authorities act to remove the child from the home, and assume temporary custody and care of the child, due to child abuse or neglect, then: KidsFirst will assist the local enforcement, if possible and the agency will be responsible for notifying the foreign country government about the change in custody and care and the child's new adoptive parents. In considering future placement of the child, KidsFirst will work cooperatively with the local enforcement to help secure another placement for the child, if possible. In the event removal of the child from the Adoptive Parent(s)' home is the result of action by law enforcement or child welfare authorities, the Adoptive Parent(s) will have that financial and other responsibility for the child's care as is required by laws and regulations of the county, state or other jurisdiction governing such circumstances.

## **COUNTRY MORATORIUM AND BACKLOGS**

International adoptions are contingent on the cooperation of the foreign countries. At times, foreign countries change their adoption laws and procedures, which can result in backlogs of

cases and on occasion moratorium (ceasing) of adoption. Moratoriums may be declared by the foreign country or by the United States should the United States determine that fraudulent activities are occurring that would require the stopping of adoptions to ensure the safety and well being of children. Moratoriums do happen and can completely stop a case from progressing. They are indefinite in their nature and impossible to predict. You hereby acknowledge your understanding of this as a potential risk.

## **INTERNATIONAL ADOPTION ENVIRONMENT**

International adoptions are fraught with uncertainty during the process and the completion of international adoptions often involves factors that are outside the control of KidsFirst and those with whom it collaborates in providing adoption services. You acknowledge and understand that KidsFirst cannot be held responsible or liable for delays or other events or complications outside the direct control of KidsFirst. You also acknowledge that KidsFirst cannot and does not assume responsibility for the actions of a foreign government. KidsFirst cannot guarantee that a foreign government entity, institution, Judge, court or person will not disapprove or invalidate the request of any particular family or individual to adopt a specific child in the country of birth of that child or any particular foreign country will continue to allow the adoption of children by non-citizens. Final authority for approval of the child's adoption and subsequent emigration to the United States is at the discretion of the government and national authorities in the country of the child's birth and of the United States government. KidsFirst cannot and does not assume responsibility for these entities.

## **PAPERWORK CHANGES**

The paperwork requirements for foreign country adoption processing are continually undergoing changes. These changes often result in delays. You may be asked to redo the same document several times before it is acceptable to the deciding entity in a foreign country. You hereby acknowledge your willingness to complete such tasks and your understanding of this risk.

## **LIMITED CONFIDENTIALITY WAIVER**

We understand that confidentiality is important to you and we will not intentionally exchange identifying information about you directly to a birth family without your consent. Information may be disclosed to the birth parent(s) by others during the course of an adoption proceeding and may be a matter of public record in foreign countries. You also understand that there are legal methods of tracing a child placed for adoption: registries, vital statistics records, school and medical records and the work of confidential intermediaries.

In working with you, however, in the course of providing adoptions services, KidsFirst may find it necessary to communicate with third parties to assist you or to act in the best interests of the child, whether the child has been identified or not. Accordingly, prospective adoptive parent(s) agree that KidsFirst may disclose confidential information to health care professionals or entities, social workers, homestudy providers, or governmental agencies with a direct interest in the adoption proceedings (USCIS, embassies), so long as any such disclosure reveals no more information than is necessary for KidsFirst to provide adoption services, either to the prospective adoptive parent(s) or the child. This provision survives any termination of this Agreement.

KidsFirst cannot be held responsible for your confidentiality loss as your case file information and dossier will be in the foreign country during and after your adoption. KidsFirst cannot guarantee that your file will be secure and does highly recommend an identity theft protection agency.

**ACKNOWLEDGEMENT OF RISK**

Adoptive Parent(s) acknowledge that they have read and signed the Statement of Risks In International Adoptions, and understand its contents. Nothing in this Agreement and nothing in KidsFirst’s statements to Adoptive Parent(s) shall be construed as a promise or guarantee about the outcome of Adopting Parent(s)’ process in adoption. **Because of the nature of adoptions KidsFirst makes no representations as to the outcome of an adoption. No guarantee can be given, although a candid exchange of questions and views between the parties is always encouraged.**

This Statement was executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ and shall be governed in accordance with the laws of the State of Indiana

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|--------------------------------|--------------|-------|
| _____                          | _____        | _____ |
| Prospective Adoptive Signature | Printed Name | Date  |

|                                |              |       |
|--------------------------------|--------------|-------|
| _____                          | _____        | _____ |
| Prospective Adoptive Signature | Printed Name | Date  |