

**International Child Foundation Inc**  
**& ABC Infant Adoption LLC~part of International Child Foundation, Inc**

*Prologue to Adoption Services Agreement*

Dear Adoptive Parents,

It is your responsibility to carefully and thoroughly read the adoption services agreement and let us know if you have any questions. Adoption is a serious endeavor and involves significant emotional, legal and financial risks. Briefly, the adoption services agreement:

1. Advises you as to what we provide to you and to what we cannot provide to you, as well as risks associated with adoption and the limits of our responsibilities as your agency;
2. Advises you as to your own responsibilities throughout the course of your adoption process and in the event of problems, including the disruption or dissolution of an adoption.

These are action steps that you, as the adoptive parents, are required to take:

1. Review and execute all initial paperwork to engage the agency and mail to us – this includes the application, adoption services agreement, service plan, fee schedule and any other addendums;
2. Initiate your adoption education so that it is completed in conjunction with your home study;
3. Keep track of your home study expiration date on your personal calendars allowing at least 60 days prior to expiration to prepare extensions and, when you bring your child home, keep track of your post-placement or post-adoption report dates;
4. Families adopting internationally, keep track of your USCIS expiration dates, again allowing at least 60 days to prepare extensions;
5. Report any significant changes to us immediately, from the start of your adoption until you bring your child home, including:
  - a. Change in marital status
  - b. Change in employment or household income
  - c. Change in home address, phone numbers and/or email
  - d. Change in family composition, if someone is added to or leaves your household
  - e. Change in medical or psychological status of any household member
  - f. Pregnancy of adoptive mother or other household member
  - g. Criminal history of any household member
  - h. Allegations of child abuse or neglect against any household member
  - i. Any other efforts made by Adoptive Parents to adopt a child through another entity or independently
  - j. Any other significant change
6. Identify local resources for you to call upon if your child presents medical, developmental or psychological issues after you bring him or her home

We understand and agree to the foregoing and pledge to carefully read the adoption services agreement.

\_\_\_\_\_  
Adoptive Parent

\_\_\_\_\_  
Adoptive Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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# International Child Foundation, Inc.

## & ABC Infant Adoption LLC

*Providing Adoption Options for Families in Arizona & throughout the US*

*Hague Accredited & AZ Licensed Non-Profit Agency*

*Administration: 11449 N Mandarin Lane, Tucson AZ 85737 Website: [www.azadoptionoptions.com](http://www.azadoptionoptions.com)*

*24/7 Call 623 680-8244 Tucson Office 520 531-9931 Efax 760 682-2832*

### **Adoption Services Agreement for Intercountry Adoption**

#### **THE PARTIES**

This agreement and contract serves International Child Foundation, Inc., hereinafter referred to as "ICF," and the prospective Adoptive Parent(s)

\_\_\_\_\_, residing in City \_\_\_\_\_, State \_\_\_\_\_, hereinafter referred to as "Adoptive Parent(s)." ICF and Adoptive Parent(s) are collectively referred to herein as "the parties."

#### **RECITALS**

- A. ICF is a licensed non-profit adoption agency and adoption services provider and is ethically and legally bound to serve the best interests of the child at all times throughout an adoption process.
- B. The mission of ICF is to promote the rights of the child under the Hague Convention on Intercountry Adoption by providing permanency through adoptive placement with loving and qualified adoptive families.
- C. Adoptive Parent(s) desire to adopt an orphaned child or children and acknowledges and is aware that the relationship established by adoption is one of parent and child, and that adoption incurs toward the adopted child or children all obligations, duties and responsibilities of a legal parent.
- D. Adoptive Parent(s) have completed an agency application and is familiar with the unpredictable nature of the intercountry adoption process and with the risks associated with intercountry adoption including, but not limited to, risks associated with the health of children, risks associated with the accuracy or completeness of information derived from foreign sources, risks associated with foreign governments and regulatory bodies, risks associated with the assignment of children to adoptive families, and risks associated with travel.
- E. The parties specifically acknowledge that the ultimate success or failure of the adoption process is unknown and may depend upon factors beyond the control of the parties, and that any failure of the adoption process is not necessarily caused by the fault or breach of any party.
- F. Adoptive Parent(s) acknowledge receipt of the agency grievance procedures and contact information for the Arizona state licensing authority and the Hague Complaint Registry at time of application.
- G. Adoptive Parent(s) now wish to enter into an agreement regarding prospective adoption services and to define their respective rights and obligations in that regard.
- H. Intercountry adoptions are permitted and regulated and performed in the adoptive child's country of origin and all parties must comply with both US and foreign laws and regulations governing adoption.
- I. The Adoptive Parent(s) acknowledge notice of the right to receive a copy of the agency fee policy per Arizona Administrative Code R6-5-7030(B) and other policies, procedures and placement statistics upon request.
- J. The parties agree that the foregoing recitals are hereby made a part of this agreement.

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## **RESPONSIBILITIES OF THE PARTIES AGREEMENT**

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

1. At all times, ICF will endeavor to serve the best interests of the child.
2. Provide information to prospective Adoptive Parent(s) on intercountry adoption programs and provide the services described on the Adoption Service Plan for Hague Intercountry Adoption (*Standard 96.44*) attached hereto and incorporated herein by reference, for Adoptive Parent(s) entering into an intercountry adoption.
3. Maintain a web page that provides program information and resources for Adoptive Parent(s).
4. Provide and recommend various curriculum or education resources to Adoptive Parent(s) to ensure that Adoptive Parent(s) understand issues associated with the adoption process and adopted children.
5. Prepare a home study for Adoptive Parent(s) residing in states where ICF is licensed or review and approve home studies prepared by other agencies. Home study review fees will apply when the Adoptive Parent(s) use an agency other than ICF for the home study investigation.
6. Provide regular updates on intercountry adoption while the Adoptive Parent(s) are in process and respond promptly within a professional timeframe of two business days to questions or phone calls.
7. In the event that the country of the Adoptive Parent(s) country of choice closes or rejects the prospective parents for a reason that another country would not reject, ICF allows the Adoptive Parent(s) to change to another country that ICF offers and \$1000 of the agency administration fee paid will be applied to that program. The transfer and application of \$1000 of the agency administration fee is only allowed once. Fees paid associated with case management, dossier instruction and document preparation, certification, travel, or paid to or through ICF to a foreign representative or authority are neither transferable nor refundable. In the event that the Adoptive Parent(s) are not eligible for an alternative program or do not find an alternative program suitable to their needs or there is no alternative program, the agency fees are not refundable.
8. Provide a dossier guide, instruction and forms or templates meeting the dossier requirements, which may change or require renewal during the adoption process.
9. Provide support and resources to assist Adoptive Parent(s) with USCIS and DHS processes.
10. Review and submit the completed dossier to the country the Adoptive Parent(s) selected and inform Adoptive Parent(s) of fees or costs associated with translation in the fee schedule.
11. Translate or arrange for professional translation of the dossier and referral documents.
12. Provide information about the child referral to Adoptive Parent(s) in the original language and English, including documents provided by government authorities or representatives of the child from the child's country of origin on the child's medical, developmental and social history, in their entirety, and allow two weeks for Adoptive Parent(s) to consider accepting or declining the referral.
13. Provide child and country specific counseling and resources for Adoptive Parent(s) directly or in conjunction with the home study social worker assigned to Adoptive Parent(s).
14. Make reasonable efforts to obtain additional information as may be requested by Adoptive Parent(s).
15. Nothing in this agreement can be construed in to create an obligation on the part of ICF to conduct assessments, evaluations, testing or screening of any child, nor can ICF guarantee the completeness or accuracy of information provided by government authorities or third-parties.
16. Make reasonable efforts to ensure that any necessary consents to termination of parental rights or adoption were obtained in accordance with applicable foreign law (Article 4 of the Convention) and reasonable efforts to ensure that background studies or reports on a child were performed in accordance with applicable foreign law (Article 16 of the Convention).

17. Coordinate all adoption activities and processes in the foreign country and provide Adoptive Parent(s) with guidance and an itinerary for in-country travel with names and contact information for the foreign associates or representatives who will be assisting them.
18. Assist Adoptive Parent(s) during the adjustment process with therapeutic resources, post-placement or post-adoption support services and recommendations for adjunct service providers.
19. Maintain in strict confidence all information and documentation on Adoptive Parent(s) and on the referral of any child or children except as may be authorized by Adoptive Parent(s) by other provisions in this agreement, or expressly authorized by Adoptive Parent(s) to act as a reference family or participate in agency marketing.
20. The **Disclaimers/Releases** provisions of this agreement expressly apply to each foregoing section.

Special circumstances concerning Disruption of Placement or Dissolution of Adoption:

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

Adoptive Parent(s) understand and agree to the following:

**General Provisions**

1. At all times, Adoptive Parent(s) agree to work in cooperation with ICF toward the best interests of the child. Adoptive Parent(s) acknowledge that services provided by and the obligations of ICF under this agreement are conditioned upon and governed by the best interests of the child.
2. Adoptive Parent(s) agree to comply with all foreign, US and state laws and regulations relevant to adoption.
3. Adoptive Parent(s) understand that referral timeframes or predictions are based on current data or limited information and that at any time the process can slow down, speed up or completely stop and agree that ICF has no control over decisions made by foreign governments.
4. Adoptive Parent(s) agree to comply with ICF's parent preparation requirements, including providing certificates of completion for the minimum hours of pre-adoption education required during the home study process and prior to the home study being approved by ICF.
5. Adoptive Parent(s) agree to timely pay ICF fees as set forth on the agency fee schedule. Further, they agree that services provided by and the obligations of ICF under this Agreement are conditioned upon their timely payment of the ICF fees and that failure to pay ICF fees may result in delay of services. In addition to the ICF fees, Adoptive Parent(s) are responsible for additional fees and expenses that are part of the adoption as described in the program guide(s), including but not limited to home study, adoption education, immigration-related fees, foreign fees, translation and travel expenses. Adoptive Parent(s) understand and agree that fees and costs are subject to change during the adoption process.
6. Adoptive Parent(s) may submit paperwork to initiate a second adoption no earlier than six months after ICF has received the first post placement or post adoption report.

**Referral of Child Provisions**

7. Adoptive Parent(s) agree to give an honest assessment of medical conditions, number of children and age range they feel are acceptable for adoption. Further, they understand that foreign authorities may recommend children outside of those parameters and, if Adoptive Parent(s) choose to accept a child referral outside of the parameters stated in their home study, they will be required to be re-

evaluated by their home study provider and new report and recommendation will be required by USCIS and that they will incur additional fees.

8. Adoptive Parent(s) understand and agree that there are risks in intercountry adoption and that ICF cannot guarantee the successful placement of a child, nor can ICF guarantee a specific age at the time of placement or the time frame for completion of the adoption after the assignment has been made. Each international adoption is subject to and governed by the laws of the country of the child's origin and the laws of the US, including its immigration laws. Foreign governments, with or without notice, may change their laws and regulations or may close for adoption.
9. Adoptive Parent(s) agree to educate themselves before, during and after the adoption process regarding medical, psychological and developmental issues associated with adopted children and to provide nurture and resources equivalent to what would be provided for a biological child.
10. Adoptive Parent(s) are aware and understand that any child may have medical, physical, developmental, psychological, attachment-related, emotional, cognitive or other issues or impairments that are not disclosed in the medical information provided to ICF by the foreign country and which ICF provides to Adoptive Parent(s). Adoptive Parent(s) understand and agree to be aware of these possibilities and accept the risk of adopting a child or children with limited or no family history and limited, incomplete or inaccurate medical records. Adoptive Parent(s) understand and agree ICF cannot be and is not responsible for an adopted child's physical, emotional, psychological or intellectual potential or development.
11. Adoptive Parent(s) understand and agree to a two week timeframe to review the medical and social information provided about a child and to consider the needs of the child and their ability to meet those needs, unless extenuating circumstances involving the child's best interests, such as urgent health issues, require a more expedited decision.
12. Adoptive Parent(s) are encouraged and agree to obtain an independent medical opinion and to rely upon the independent medical opinion for decisions regarding whether to accept a referral of a child. Adoptive Parent(s) specifically agree that they will not make a decision to adopt a child based on any statement by ICF or its representatives as to the physical, mental or developmental condition of a child.
13. Adoptive Parent(s) understand and agree that if they decline, for any reason, a referral or travel to a foreign country and decide to discontinue the adoption process, ICF is not responsible for the decision of the officials in the foreign country as to whether any other child will be referred to the Adoptive Parent(s) or for financial loss that Adoptive Parent(s) incur; further, Adoptive Parent(s) understand and agree that they are responsible for costs involved in relinquishing their legal status, if any has been assigned by court or competent authority in the foreign country.
14. Adoptive Parent(s) will be responsible for the medical care, child care, legal and miscellaneous expenses from the time the child is placed in their legal custody. If escorted, legal custody may include time prior to when the child leaves their country of origin as well as time after their child leaves their country of origin.
15. Adoptive Parent(s) who have accepted a child referral from any country that does not provide state-based medical services shall be responsible for costs incurred due to emergency or non-routine medical care upon acceptance of their referral; inasmuch as non-routine or emergency medical care demands immediate attention, Adoptive Parent(s) may not be notified prior to the orphanage or agency representative or medical personnel making a decision to provide care; however, ICF shall notify Adoptive Parent(s) of circumstances and conditions requiring non-routine or emergency care and Adoptive Parent(s) agree to be responsible for all costs incurred. Adoptive Parent(s) understand and agree that payment for medical expenses does not guarantee a successful adoption and accepts these risks.

16. Adoptive Parent(s) understand and agree that ICF policy does not allow the referral or placement of two or more unrelated children into a home at the same time, except in unusual circumstances or as may be approved for specific cases.
17. It is the policy of most sending countries not to allow the referral or placement of a child into a home within six to twelve months of another child entering the home, through birth or adoption, foster or custodial arrangements. Adoptive Parent(s) agree to advise ICF immediately of changes expected in the number of children in the household, including but not limited to pregnancy.

**Required Disclosure Provisions**

18. Adoptive Parent(s) agree to notify ICF of significant changes during the adoption process and throughout the post placement or post adoption period including a) change in employment or household income, b) change in home address, phone numbers and/or email, c) change in family composition, if someone is added to or leaves your household, d) change in medical or psychological status of any household member, e) pregnancy of adoptive mother or other household member, f) criminal history of any household member, g) allegations of child abuse or neglect against any household member, h) any other efforts made by Adoptive Parent(s) to adopt a child through another entity or independently, i) any other significant change or changes.
19. Adoptive Parent(s) agree to notify ICF immediately if they experience adjustment problems or issues related to parenting or attaching with the adopted child or children, or if an adopted child has a significant change in medical condition. ICF will make every effort to assist the Adoptive Parent(s) and provide support directly or through the home study provider or other local resources. Adoptive Parent(s) agree to notify ICF of problems or issues until the child reaches age 18 years.
20. Adoptive Parent(s) agree to notify ICF immediately if they contemplate severing or terminating or disrupting an adoption placement or dissolving an adoption at any time until the child reaches age 18 years.
21. Adoptive Parent(s) agree to notify ICF immediately if they contemplate identifying another family to parent the child or otherwise consider relocating or “re-homing” a child or place a child in an institution for either short or long term treatment until the child reaches age 18 years.

**Child Placement, Post-Placement and Post-Adoption Provisions**

22. Adoptive Parent(s) agree to comply with ICF’s policy on discipline and prohibition of physical punishment and agree to use methods of discipline that are positive and encourage cooperation, self-direction and independence when caring for their children. Adoptive Parent(s) or any person living in the house or caring for the child must agree to not use any of the following methods of punishment 1) physical punishment, including hitting with the hand or any object, yanking, shaking or pulling, 2) restricting movement by tying or binding, 3) confining a child in a closet, box or locked area, 4) withholding meals, rest or toilet use, 5) mental and emotional cruelty, including verbal abuse and/or derogatory remarks about a child or his or her birth family or country of origin. Adoptive Parent(s) agree to ensure that other household members, including adults, older children, relatives and child care workers/baby sitters, will not use physical discipline as outlined above. In the event positive methods prove unsuccessful, Adoptive Parent(s) agree to notify ICF and seek the services of a family and child counselor, physician or psychologist to evaluate the situation and mediate solutions.
23. Adoptive Parent(s) understand and agree to comply with all requests or requirements by either foreign adoption officials or ICF to provide post placement or post adoption reports, register the adoption with foreign officials, provide ICF with a copy of the Certificate of Citizenship obtained for

their child, provide a copy of any adoption finalization documents or similar requests of Adoptive Parent(s) after return from completing their adoption in the foreign country.

24. Adoptive Parent(s) specifically understand and agree that ICF's ability to work in foreign countries is jeopardized and may be terminated as a consequence of Adoptive Parent(s) failure to timely submit required documentation to foreign authorities through ICF after the adoption in the foreign country is completed.
25. Adoptive Parent(s) understand and agree that failure to provide, in the time requested, any document required by the foreign authorities or required by ICF to maintain its licensing, accreditation or good standing, after the adoption is completed, 1) will cause immediate and irreparable harm and/or damage to ICF; 2) agree to an immediate ex parte (without notice) injunction ordering Adoptive Parent(s) to comply with the request of documentation without proof of any damages; and 3) Adoptive Parent(s) agree to be responsible for legal fees, costs, and out of pocket expenses including but not limited to travel expenses of ICF staff, legal counsel or other representatives, resulting from any legal action by ICF because of Adoptive Parent(s) failure to provide documentation in a designated timeframe, whether or not ICF is successful with its legal action.

### **Adoption Travel Provisions**

26. Adoptive Parent(s) understand and agree that travel to a foreign country is a requirement for intercountry adoption and that travel poses inherent risks. ICF cannot ensure the safety of Adoptive Parent(s) traveling in the US or in foreign countries against crime or accidents, or prevent exposure to illness or disease, unsanitary or unsafe food and water, or provide medical or dental services or ensure that adequate services are available in any location, or protect against political instability and associated elevated risks.
27. Adoptive Parent(s) understand and agree that both parents will be required to travel at least once during the adoption process and, if single, Adoptive Parent agrees to travel with a relative or friend as an adult companion who will execute a release of liability prior to travel.
28. Adoptive Parent(s) agree that travel risks necessitate an ICF policy restricting Adoptive Parent(s) from foreign travel with any person including family members under 18 years of age when traveling for adoption purposes.
29. The date for Adoptive Parent(s) to arrive in the foreign country to bring their child home is determined by foreign authorities and Adoptive Parent(s) agree to arrive on the specified date or, if the date is not specified, in no less than ten days after their child's foreign passport has been issued. Adoptive Parent(s) understand and agree that additional costs for child custodial and medical care will be incurred each day of travel delay.
30. Adoptive Parent(s) agree that if a country allows and they choose to use escort services to bring their child to the US, that they assume responsibility for all costs incurred by the escort, including travel, accommodations, meals and a service fee and, that in the case of infants, toddlers or siblings, ICF requires two escorts to accompany the child or children and Adoptive Parent(s) understand and agree to comply with this policy and incur all associated costs and service fees.
31. Adoptive Parent(s) agree that they shall not, directly or indirectly, make any illegal, unethical, or unauthorized payment or gift to any person or entity involved in the adoption nor shall they promise to make such payment or gift or make any inquiry to any person or entity about the feasibility of any such payment or gift. Adoptive Parent(s) agree to act in an appropriate and circumspect manner while in the foreign country.
32. Adoptive Parent(s) understand and agree that contact with birthparents, relatives, guardians or orphanage personnel in any country in which a prospective adopted child is sought is prohibited and this provision remains in effect throughout the duration of the adoption process until an adoption has

been finalized. Further, Adoptive Parent(s) understand and agree that contact with foreign representative, foreign government personnel, Central Authorities or competent authorities is expressly prohibited without specific permission under limited circumstances and at the sole discretion of ICF.

33. The **Disclaimers/Releases** provisions of this agreement expressly apply to each foregoing section.

**Release of Confidential Information**

Adoptive Parent(s) signature(s) below act as a release and consent to ICF and service providers attending the Adoptive Parent(s), including their home study agency, social worker, case managers, physician, psychologist and US or foreign representatives or authorities, to 1) discuss all matters addressed in the home study or psychological evaluation including identifiable health information and diagnoses; 2) to discuss any other information or documentation related to the preparation of the home study or the basis of the recommendation in the home study; 3) to share referral information on a child being considered by Adoptive Parent(s) for adoption, including identifiable health information, background and developmental history; 4) to discuss all matters addressed in any post-placement or post-adoption report with the aforementioned service providers. Adoptive Parent(s) acknowledge that the information to be released may include confidential information which could not be released without this written consent, including information that is specific to adoption counseling, family planning, criminal history, child abuse, employment, drug, alcohol, or psychiatric treatment, and/or HIV testing and diagnoses. In the event Adoptive Parent(s) fail to provide post placement or post adoption reports as required by the placing agency, home study provider, state of residence or foreign central or competent authority, they hereby expressly give consent for the placing agency to disclose their names and the names of their adopted children and their contact information to any organization and/or to law enforcement for the purpose of collecting late or missing reports and to determine that adopted children are being provided appropriate care and not in any manner subject to mistreatment, neglect or abuse.

\_\_\_\_\_  
Adoptive Parent(s) Consent

\_\_\_\_\_  
Adoptive Parent(s) Consent

Special circumstances concerning Disruption of Placement or Dissolution of Adoption:

34. Terminology: When the placement of a child fails prior to an adoption being finalized, and the child is removed from the residence of the Adoptive Parent(s), the event is called a “**disruption.**” When an adoption fails after finalization and subsequently all legal ties between the Adoptive Parent(s) and child are severed, the event is called “**dissolution.**”
35. The Parties agree that the best interest of the child shall at all times be primary in decisions related to considerations of disruption or dissolution. Adoptive Parent(s) agree to notify ICF of their intentions and to engage in counseling prior to making a final decision to disrupt a placement or dissolve an adoption. In the event counseling does not succeed, Adoptive Parent(s) agree to notify ICF of the impending disruption of placement or dissolution of adoption.
36. If the child is residing in the US, Adoptive Parent(s) understand and accept full financial responsibility for all costs required for their child’s care, therapeutic services, supervision and reporting as required, until the time an alternate placement or re-adoption occurs and a US court decrees legal custody to a new party. If a dissolution is sought after the adoption is finalized in the foreign country, but prior to the child arriving in the US, Adoptive Parent(s) accept financial accountability for all legal costs required in the foreign country to relinquish parental rights and financial responsibility for all costs required for their child’s care, therapeutic services, supervision and reporting, until the time alternate placement or re-adoption can occur. Adoptive Parent(s) will



- pay such costs upon billing by ICF or by third-parties. Further, Adoptive Parent(s) understand and agree that ICF will not reimburse Adoptive Parent(s) for any costs of the adoption or expenses relating to disruption, dissolution, or interim placement or subsequent placement or re-adoption of the child, including, but not limited to, custodial care, medical care, therapeutic care or legal fees.
37. Adoptive Parent(s) agree to maintain health care insurance coverage for the child until such time as their parental rights are terminated by court and all legal ties between Adoptive Parent(s) and child are severed.
  38. Adoptive Parent(s) agree to cooperate with ICF and sign all necessary documentation to make a new placement that ICF believes will be in the best interest of the child. ICF will cooperate with all involved authorities to find a subsequent adoptive placement for the child, if possible.
  39. Adoptive Parent(s) understand and agree that ICF will not reimburse Adoptive Parent(s) for any costs of the adoption or for any expenses relating to disruption, dissolution, or interim placement or subsequent placement or re-adoption of the child, including, but not limited to, custodial care, medical care, therapeutic services or legal fees.
  40. Adoptive Parent(s) agree to cooperate with ICF to provide notification to the appropriate US and foreign government authorities about changes in the child's custody and placement.
  41. The **Disclaimers/Releases** provisions of this agreement expressly apply to each foregoing section.

### **TERMINATION OF AGREEMENT**

Adoptive Parent(s) can at any time choose to terminate this Agreement prior to completion of the adoption or guardianship according to the laws of the child's country of birth, however, once the adoption or guardianship is completed in the child's birth country, Adoptive Parent(s) cannot terminate this Agreement because Adoptive Parent(s) are then obligated to submit all post-placement reports or post-adoption reports and paperwork as required by the child's country of birth and ICF. ICF also reserves the right to terminate this Agreement at any time when the Adoptive Parent(s) have acted in bad faith or the working relationship between the two parties cannot continue due to unresolved issues, or the nonpayment of required fees at requested times. If requested, ICF will try to identify other resources to serve Adoptive Parent(s).

The terms of the Binding Arbitration Agreement which are part of this Adoption Services Agreement survive the termination of this Agreement by either party and any dispute shall be resolved according to the terms of the Binding Arbitration Agreement attached hereto and incorporated herein by reference, except as allowed under paragraph 25 for failure to provide documents required by foreign authorities.

### **SEVERABILITY**

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

### **GRIEVANCE PROCEDURE**

As stated on the Agency Application, all clients or prospective clients including Adoptive Parents and Birth Parents have the right to file a grievance if they disagree or are unhappy with a service provided by any Agency team member or if they feel that a decision was not made in accordance with the written

policies of the Agency. ICF neither discourages clients from making complaints nor discriminates against those who submit complaints. A grievance should be submitted to the Executive Director in writing, signed and dated, and describe the specific matter relating to the grievance, the reason the person felt the decision to be incorrect and a proposal for a solution to the matter. Grievances should be brought to the attention of the Agency in a timely manner. The Executive Director will review the complaint and develop a plan for resolution of the complaint and communicate the same to the client(s) within thirty days of the Executive Director's receipt of the complaint. If the Adopting Parent(s) are not satisfied with the response of the Executive Director, the parent(s) can request an appeal to the Executive Committee of the Board of Directors. Such an appeal must be made in writing and submitted to the Agency to the attention of the Executive Committee of the Board of Directors within thirty days of the client(s)' receipt of the Executive Director's decision.

Adoptive Parent(s) understand and agree that exhaustion of the Grievance Procedure including all appeals is a condition precedent to any further mediation or arbitration of Adoptive Parent(s) complaint or claim. Except as otherwise specifically provided in this agreement, any complaint or claim of Adoptive Parent(s) which cannot be resolved through the Grievance Procedure, and any other dispute, controversy or claim arising out of or relating to the terms or performance of this agreement which cannot be resolved by good faith negotiation among the parties, must be resolved as specified in the Binding Arbitration Agreement attached hereto and incorporated herein by reference.

#### **SUPERVISORY ROLE OF THE ARIZONA DEPT OF CHILD SAFETY**

The Dept. of Child Safety/Office of Licensing and Regulation (OLR) provides licensing and monitoring of adoption and child welfare agencies in the state of AZ. The public has the right to register a complaint about an agency. The Dept. of Child Safety/OLR phone number is (602) 255-2801. The mailing address is: Dept. of Child Safety, Office of Licensing and Regulation, 3003 N. Central Ave, 20<sup>th</sup> Floor, Phoenix AZ 85012

#### **HAGUE COMPLAINT REGISTRY**

Adoptive Parent(s) may register a complaint regarding an agency with the Hague Complaint Registry, (HCR) at the US Dept. of State website, [http://adoption.state.gov/hague\\_convention/agency\\_accreditation/complaints.php](http://adoption.state.gov/hague_convention/agency_accreditation/complaints.php).

#### **LIMITATION OF LIABILITY**

Any liability of ICF or its employees or agents, for any claim arising out of or relating to this agreement, including but not limited to claims arising out of the alleged or actual negligence of ICF or its employees or agents, shall be limited to the total amount of fees paid by Adoptive Parent(s) to ICF.

#### **DISCLAIMERS & RELEASES**

##### **General**

The following provisions apply to any and all Releases contained in the agreement. All Releases supersede and control any other provision of this agreement, and any other representations of ICF, written or oral, which may appear, or are construed, to be to the contrary. All Releases extend to claims for any and all types of injury, harm, damage, or loss, whether economic, physical, psychological, or otherwise, and including but not limited to court costs and attorney fees. All Releases extend to and include all employees, principals, representatives, successors, assigns, partners, attorneys, and insurers of ICF, and to all other persons and entities subject to liability derived from the conduct of ICF. All Releases extend to and include any and all claims of any child assigned to or placed with Adoptive Parent(s).

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**Liability for Acts of Negligence**

All Releases in this agreement are specifically intended to include and extend to all responsibility and liability for any negligent act or omission on the part of ICF.

**Release for Acts or Omissions of Third Parties**

Adoptive Parent(s) acknowledge that other persons, agencies, and entities not subject to the direction and control of ICF—including but not limited to, social workers, cooperating agencies, volunteers, guides, translators, foreign affiliates, representatives, facilitators, attorneys and foreign governments and agencies—may be involved in the adoption process.

**Release**

Adoptive Parent(s) hereby release ICF and holds ICF harmless from any responsibility or liability, whether direct, derivative, vicarious, or otherwise for any type of injury, harm, damage, or loss in any way cause by, contributed to, or arising out of the acts or omissions of third parties.

**No Warranty of ICF Approval or Consent**

This document is being provided to Adoptive Parent(s) concurrently with the Application for adoption so that Adoptive Parent(s) may be fully informed regarding the nature of the parties’ respective anticipated obligations. Both the application for adoption services and a home study must be approved by ICF before ICF will provide any further adoption services.

The signing of this agreement by ICF does not constitute or guarantee ICF’s approval of Adoptive Parent(s) as prospective adoptive parents, ICF’s consent to an adoption by Adoptive Parent(s), or that ICF will provide any further adoption services. ICF cannot guarantee and makes no warranty or representation, express or implied, that ICF will approve of Adoptive Parent(s) application, approve Adoptive Parent(s) home study, or consent to an adoption by Adoptive Parent(s).

**Release for Obstacles and Impediments to the Adoption Process**

ICF does not and cannot guarantee, and makes no warranty or representation, express or implied, that any child will be assigned to or placed with Adoptive Parent(s) for purposes of adoption, that Adoptive Parent(s) will be allowed to immigrate to the US with any child, or that Adoptive Parent(s) will succeed in being able to adopt any child. Adoptive Parent(s) acknowledge and agree that placement, adoption and immigration are subject to laws and circumstances beyond ICF’s control, including, but not limited to, federal and state law and practice, decisions of courts of applicable jurisdiction, practices and policies of foreign authorities, and legal challenges by interested persons. ICF cannot guarantee that existing adoption laws, programs, and practices will not change substantially or that legal barriers or challenge to adoption will not arise, which may make placement, immigration, or adoption difficult or impossible for Adoptive Parent(s).

**Release**

Adoptive Parent(s) hereby release ICF and holds ICF harmless from any responsibility or liability, for any type of injury, harm, damage, or loss which in any way results from any obstacle or impediment to placement, immigration or adoption. This release specifically extends to, but is not limited to, any obstacle or impediment to placement, immigration, or adoption directly or indirectly caused by the actions or inactions of any foreign or US agency, official, court, lawyer or facilitator.

**Release for Condition of Child**

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ICF does not and cannot guarantee, and makes no warranty or representation, express or implied, that a child of any particular age, sex, condition, or nationality, or from any particular orphanage or region, will be assigned to or placed with Adoptive Parent(s). Adoptive Parent(s) acknowledge and agree that risks to the health and wellbeing of a child include but are not limited to poor prenatal care, inadequate nurturing, institutionalization, inadequate medical care or improper assessment and that, children may be too young to accurately assess or foreign professionals may be inadequately educated to make accurate diagnoses or assessments.

Adoptive Parent(s) understand that complete understanding of a child's medical and psychological condition, developmental status and behavior may not be achieved until after an adoption is completed and that children may and are likely to present undiagnosed medical, psychological or other problems. Thus, ICF does not and cannot guarantee and makes no warranty or representation, express or implied, concerning the medical or psychological condition of any child. Adoptive Parent(s) acknowledge and agree that ICF cannot be responsible for any such conditions or problems.

Adoptive Parent(s) understand that a child may have been provided with medical examinations, test or inoculations in their country of origin. Foreign medical and other professionals may indicate the child is "healthy" or free of significant health problems. Adoptive Parent(s) acknowledge and agree that ICF cannot and does not guarantee a "healthy" child and cannot guarantee the accuracy of any examinations, tests, inoculations, or diagnoses, whether the latter indicates good or poor health.

Adoptive Parent(s) understand that ICF does not conduct any independent assessment, testing, screening, medical or psychological evaluation of any child and that ICF has no knowledge of any child's actual medical or psychological condition other than what has been reported to ICF or may appear in any medical records, all of which will be conveyed to Adoptive Parent(s).

**Release**

Adoptive Parent(s) hereby release ICF and holds ICF harmless from any and all responsibility or liability for any type of injury, harm, damage, or loss in any way relating to or arising from the physical, psychological, or emotional condition of any child assigned to, placed with or adopted by Adoptive Parent(s), regardless of when such injury, harm, damage, or loss is known or discovered.

**Release for Child's Records and Information**

Adoptive Parent(s) understand that ICF will make reasonable efforts to provide Adoptive Parent(s) with all available records concerning any child's medical, social and developmental history and background and that generally such records originate with persons, agencies and entities outside of ICF. ICF does not and cannot investigate or confirm the information obtained or provided, which may be inaccurate or incomplete. Further, Adoptive Parent(s) understand that translation of foreign-language documents may be inaccurate. Therefore, ICF does not guarantee, and makes no warranty, express or implied, concerning the accuracy, validity, applicability or completeness of any information, records or dates regarding any child.

**Release**

Adoptive Parent(s) hereby release ICF and holds ICF harmless from any and all responsibility or liability for any type of injury, harm, damage, or loss in any way relating to or arising from any records or information, or translation of any records or information, pertaining to any child assigned to, placed with or adopted by Adoptive Parent(s), regardless of when such injury, harm, damage, or loss is known or discovered.

**Release of Information to Spouse**

If Adoptive Parents are a married couple, by signing this agreement, each Adoptive Parent authorizes ICF to disclose to and discuss with the other spouse any confidential information ICF may learn or obtain concerning either spouse. Each Adoptive Parent hereby releases ICF from all legal responsibility or liability that may arise from the release of information authorized herein. Each Adoptive Parent spouse acknowledges that the information to be released may include confidential information which could not be released without this written consent, including information that is specific to adoption counseling, family planning, criminal history, child abuse, employment, drug, alcohol or psychiatric treatment, and/or HIV testing and diagnoses.

**Release for Travel**

Adoptive Parent(s) understand that ICF does not and cannot guarantee, and makes no warranty or representation, express or implied, for the safety or wellbeing of Adoptive Parent(s), companions of any age, adopted children, children in Adoptive Parent(s) custodial care, or biological children when traveling for adoption-related purposes or for tourism during adoption-related travel in the US or foreign countries.

**Release**

Adoptive Parent(s) hereby release ICF and holds ICF harmless from any and all responsibility or liability for any type of injury, harm, damage, or loss in any way relating to or arising from travel in the US or foreign countries, regardless of when such injury, harm, damage, or loss is known or discovered. This release specifically extends to, directly or indirectly, actions or inactions of foreign affiliates, representatives, facilitators, attorneys, guides, translators, drivers, escorts or other parties arranging for or providing any form of transportation or tourism.

**AGREEMENT**

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

I/We attest that I/we have read the foregoing, understand and agree to the terms of the ICF International Adoption Services Agreement, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Adoptive Parent(s) Signature

\_\_\_\_\_  
Adoptive Parent(s) Signature

\_\_\_\_\_  
Agency Director

\_\_\_\_\_  
Date

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

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**BINDING ARBITRATION AGREEMENT**

Any dispute arising out of or relating to Adoptive Parent(s) adoption shall be governed by or controlled by the International Child Foundation (ICF) Application for Adoption and Adoption Services Agreement including any supplements (Agreement), and subject to binding arbitration including the validity of this Arbitration provision. Any dispute will be resolved by arbitration in accordance with the Arizona Rules for Alternative Dispute Resolution (Arbitration Rules) with the exception of Paragraph 25 of the Adoptive Parent(s) Responsibilities which permits ICF to use all legal processes, including litigation, to force compliance with post-placement or post-adoption requirements as identified in Paragraph 25 of section "Adoptive Parent(s) agree to and understand the following." Provided, however, this Binding Arbitration Agreement does not prevent Adoptive Parent(s) from pursuing, in their state of residence, any administrative remedy pursuant to state statute or regulation, including but not limited to a statutory right to a hearing for denial of an application, nor from communicating with a state law enforcement or state regulatory agency.

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

The Arbitrator is not empowered to award damages in excess of the lesser of compensatory damages or the fees actually paid to ICF as Agency fees. The award/decision rendered by the Arbitrator shall be final and binding, and judgment upon the award/decision may be entered by any court having jurisdiction of either party. Each party is required to continue to perform its obligation under this Agreement pending final arbitration award/decision of any dispute arising out of or relating to the Adoptive Parent(s) Adoption or this Agreement, unless either party chooses to terminate this Agreement as permitted by the terms of the Agreement. Any claim by either party shall be time-barred unless the asserting party commences an arbitration proceeding according to the Arbitration Rules with respect to such claim within one (1) year from the letter date of the submission to ICF of the final post-adoption report (does not include parent letters) as required by the child's country of birth, or ICF, or the termination of this Agreement pursuant to the Termination paragraph above.

Notwithstanding the completion of your Adoption or the termination of this Agreement, the Arbitration provision survives the Agreement as the agreed upon method to resolve any conflict arising out of Adoptive Parent(s) Adoption or this Agreement by either party, with the exception of Paragraph 25 of the Adoptive Parent(s) Responsibilities in the Agreement. All issues relating to the timelines of claims shall be resolved by the Arbitrator.

*Please consult with your own attorney if you have any questions about Binding Arbitration or any other paragraph in the Agreement.*

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

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

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

\_\_\_\_\_  
Agency Director

\_\_\_\_\_  
Date

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**Adoption Service Plan for Intercountry Adoption**  
(Standard 96.44)

Family:	Central/Competent Authority:
City & State:	FSP (Foreign Representative):
Country of Adoption:	Program Director:

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

**1) Identifying a child for adoption and arranging an adoption**

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

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

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

**3) Performing the background study on a child or a home study on the prospective adoptive family and reporting on such a study**

The **child background study** shall be prepared by \_\_\_\_\_.  
ICF shall review the background study and verify it was performed in accordance with applicable foreign law and conform with Article 16 of the Convention or with the Universal Accreditation Act, as appropriate.

The **home study** service provider shall be \_\_\_\_\_.  
In the event an agency other than ICF prepares the home study, ICF will coordinate with a supervised or exempt provider for the preparation of a home study on the adoptive family. The home study will comply in all respects with both US federal and state law, foreign law and regulations, and will conform with standards set by the Hague Convention on Intercountry Adoption or the Universal Accreditation Act, as applicable. The home study will be provided to USCIS and no referral of a child for adoptive placement shall be formalized until USCIS has approved the family for the adoption of a child or children from the foreign country.

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

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

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

The post adoption services provider shall be \_\_\_\_\_.

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

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

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

I have reviewed and understand and am in agreement with the provision of services as indicated above.

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

Date \_\_\_\_\_

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

Date \_\_\_\_\_



# International Child Foundation, Inc.

## & ABC Infant Adoption LLC

Providing Adoption Options for Families in Arizona & throughout the US

Hague Accredited & AZ Licensed Non-Profit Agency

Administration: 11449 N Mandarin Lane, Tucson AZ 85737 Website: [www.azadoptionoptions.com](http://www.azadoptionoptions.com)

24/7 Call 623 680-8244 Tucson Office 520 531-9931 Efax 760 682-2832

### COVENANT

Adoptive Parent(s) covenant and affirm the following has been truthfully and completely disclosed to the home study social worker/agency and International Child Foundation (ICF):

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

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

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

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

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

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

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

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

I/we the undersigned affirm under the penalty of perjury that the above statements are true. I/we hereby agree to notify International Child Foundation of any and all significant changes affecting us individually or as a couple or affecting our household as specified in the Adoption Services Agreement.

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

Date \_\_\_\_\_

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

Date \_\_\_\_\_

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# Your Adoption Agreement Checklist

**Please check off items included in your package to be sure nothing is overlooked. Double-check each page is initialed and signed where indicated. We cannot begin your adoption without completed documents.**

Please use this page as a checklist for items that are being or have been submitted. All must be originals with original signatures. No scanned, copied or faxed forms are accepted.

1. \_\_\_\_\_ ICF Application for Adoption
2. \_\_\_\_\_ Prologue to the Adoption Services Agreement
3. \_\_\_\_\_ Adoption Services Agreement including
  - a) \_\_\_\_\_ Binding Arbitration Agreement
  - b) \_\_\_\_\_ Service Plan
  - c) \_\_\_\_\_ Covenant
  - d) \_\_\_\_\_ Fee Schedule for Country of Adoption
  - e) \_\_\_\_\_ Initial Fee due with Adoption Services Agreement
4. \_\_\_\_\_ Home Study Agreement and Fee, if ICF is providing Home Study services

If ICF is not providing Home Study services, Adoptive Parents must ensure that their Home Study provider is approved by ICF before they engage services and that the provider completes the ICF inter-agency agreement. The Home Study provider must ensure that the Adoptive Parents complete all pre-adoption education requirements and provide a completed checklist for the Home Study prior to submitting the Home Study to ICF for review. Adoptive Parents incur a fee of \$350 per the fee schedule when ICF reviews the Home Study, unless this fee is waived due to the report being a second Home Study by the same provider and social worker or other factor, as solely determined by ICF.

All documents must have original signatures and be mailed or delivered by regular or priority US mail, FedEx or UPS *without signature required* to:

**International Child Foundation Inc  
11449 N. Mandarin Lane  
Tucson AZ 85737**

*Please call or email us with any questions!  
We look forward to working with you to help a child find a loving forever family.*

**Tel. 623 680-8244 ~ [info@childfound.org](mailto:info@childfound.org)**

*Initial Here* \_\_\_\_\_ *Initial Here* \_\_\_\_\_