

# International Child Foundation, Inc.

*& ABC Infant Adoption LLC—Domestic Adoption Program*

*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*

## UNDERSTANDING OF DOMESTIC ADOPTION AGREEMENT

This agreement must be reviewed, signed, and returned to the Agency before you can be accepted and considered for adoption opportunities. The agreement outlines the details and parameters of the process as well as the fees associated with our services. It is mandatory that you take the time to read and understand each section of the agreement prior to signing and returning. As with any legal contract, we recommend you seek an independent attorney's review of the agreement. We also recommend that you and your spouse, if married, read this agreement out loud to each other in its entirety before initialing and signing.

### ACKNOWLEDGMENT

This document provides verification that you have read, understand, accept, agree to and are bound by this agreement.

Prospective Adoptive Parents Name(s) \_\_\_\_\_

City of Residence \_\_\_\_\_ State of Residence \_\_\_\_\_

## DOMESTIC ADOPTION SERVICES AGREEMENT

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This shall serve as an agreement between Adoptive Parents or Parent hereafter known as "Clients" and International Child Foundation Inc/ABC Infant Adoption LLC hereafter known as the "Agency." As Clients of the Agency, the Clients agree to pay the fees and costs outlined below and to be bound by the terms of this agreement.

Each page of this agreement requires initials as acknowledgement of your review and understanding of the terms set forth. This agreement does not provide for negotiation of any of its terms, thus therefore the initials are not a declaration of desire to utilize or not utilize specific services outlined. By initialing each section, Clients are indicating that they have read the section, understood its contents and agree to be bound by it. Clients should not sign this agreement without understanding and/or agreeing with its content and conditions. In the event Clients omit initialing any page or portion of this agreement, Client signature(s) acknowledge full acceptance of this agreement.

**ARTICLE I – AGENCY AND CLIENT RESPONSIBILITIES**

**SECTION 1. RESPONSIBILITIES**

- a. Agency is responsible for seeking to provide potential Birthmother situations and insuring that proper adoption guidelines are met, but Agency cannot and does not guarantee the provision of a Birthmother situation nor a match or agreement being established between the Clients and prospective Birthmothers.
- b. While Agency will remain involved after a match is made, Clients understand that the majority share of responsibility with regard to adoption management and Birthmother communication shall rest with Clients (exception being legal aspects). Clients recognize that direct communication between themselves and the Birthmother, as allowed by the Birthmother, and the need to develop a level of relationship may be essential to the success of the adoption. Agency will only provide support. The exception to Client/Birthmother communication would be in the event that Clients and Birthmother agree to a closed adoption or that the Birthmother does not wish contact with the Clients.
- c. Clients acknowledge that Agency is required to possess copies of all adoption-related

documentation for each adoption regardless of the level of Agency involvement. Clients agree to provide Agency with copies of complete Interstate Compact (hereinafter ICPC) Package and Final Adoption Decree, should this be provided outside the scope of Agency services.

- d. Unless Clients utilize an Agency provided or designated Home Study professional, Clients shall be responsible for contacting their Home Study professional and coordinating all post placement visits. Clients agree to provide Agency with copies of all post placement reports.
- e. If Clients fail to provide in the time requested any document required after the placement is completed, including but not limited to post-placement reports and finalization of adoption decree, as required by the Agency to maintain its state licensing or accreditation and verify the placement serves the best interests of the child, Clients agree 1) such failure will result in immediate and irreparable harm and/or damage to the Agency; 2) to an immediate ex parte (without notice) injunction ordering Clients to comply with the request of documentation without proof of any damages; and 3) that Clients will be responsible for legal fees, costs, and out of pocket expenses including but not limited to travel expenses of Agency staff, legal counsel, or other representatives, resulting from any legal action by Agency because of Clients failure to provide the requested documentation in a designated time whether or not the Agency is successful with its legal action.
- f. Clients agree to conduct themselves during the course of the pre-adoption process and adoption with sensitivity to all Parties involved, with decorum, and to remain in control of their emotions and behavior at all times.

**ARTICLE II – DEFINITIONS**

**SECTION 1. DEFINITION OF TERMS**

For the purposes of this agreement and all communication between the Clients and Agency, the following terms shall be defined:

- a. The term "Birthmother" shall be defined as a pregnant woman whose pregnancy has been verified as much as reasonably possible through independent means. Clients understand that there may be instances in which a woman will fraudulently claim to be pregnant and the precautions taken by Agency do not disclose the fact that the woman is not in fact pregnant. Clients recognize that situations in which an individual falsely represents that she is pregnant

are known risks within the adoption process and Clients agree not to hold Agency responsible for such fraudulent claims.

- b. Regardless of the connotations of the term "Birthmother" referring to a pregnant women, if the "Birthmother" is discovered to have misrepresented her condition at any time, Clients acknowledge that they understand that the term "Birthmother" was used solely as an identifying reference and not as a definitive term referring to the "Birthmother's" pregnant condition and shall not hold Agency responsible for any such misrepresentations.
- c. The term "Birthmother" may also be used to refer to situations and/or circumstances that include both the "Birthmother and "Birthfather" together. The term "Birthmother" may be used in place of the term "Birthparents."
- d. The term "Birthfather" shall be defined as an individual representing himself to be the biological and/or legal father of the born/unborn child of the Birthmother; OR
- e. A man being represented by the Birthmother to be the biological and/or legal father of the born/unborn child of the Birthmother; OR
- f. An unknown man as represented by the Birthmother to be the biological and/or legal father of the born/unborn child of the Birthmother.
- g. Clients acknowledge and understand that Agency as a general rule must rely solely upon the Birthmother to truthfully and accurately identify the Birthfather and as such it is generally impossible for Agency to verify prior to birth the identity of the Birthfather. Clients agree that Agency shall not be held responsible for the Birthmother's and/or alleged Birthfather's inaccurate or misrepresented claim as to the identity of the Birthfather.
- h. The term "Adoption Plan" shall refer to the process of the Clients and the Birthmother agreeing they mutually wish to proceed toward adoption by the Clients of the Birthmother's born/unborn child. Clients understand that an "Adoption Plan" is a good faith agreement solely between the Clients and the Birthmother and that Agency and none of its agents takes responsibility for its success or failure.
- i. The term "Adoption Process" shall refer to the entire process of adopting a child, from the point Clients contact Agency, up to the finalization of the adoption.

## SECTION 2. DEFINITION OF A MATCH

A successful match leading to an Adoption Plan is defined as follows:

- a. Clients have provided Agency with all required documentation or Agency has accepted that certain documentation will be accepted at a later date; AND
- b. Clients have paid required agency fees in full per Article IV "Fees and Expenses" of this agreement; AND
- c. Clients agree they would like to initiate an Adoption Plan with the Birthmother; AND
- d. Birthmother wishes to initiate an Adoption Plan with the Clients; AND
- e. Birthmother represents that she is not presently under the supervision of any State or Federal agency which may preempt her from making decisions concerning the placement of her child; AND
- f. The identity of the Birthfather has been disclosed and he has indicated his intention to consent to the termination of his parental rights; OR
- g. The identity of the Birthfather has been disclosed and the Clients have been advised that, based on the best information available to the Birthmother, the Birthfather intends to consent to the termination of his parental rights; OR
- h. The identity of the Birthfather is known but his present whereabouts are not known; that efforts on the part of the Birthmother to locate his present whereabouts have been made and despite these efforts he has not been located. That based on all information available, it is the opinion of the Birthmother that the Birthfather will not appear and object to the termination of his parental rights and that there exists the risk of not knowing for certain whether the Birthfather will consent to the termination of parental rights; OR
- i. The identity and the present whereabouts of the Birthfather are not known; that efforts on the part of the Birthmother to determine the Birthfather's identity and locate his present whereabouts have been made and despite these efforts he has not been identified or located. That based on all information available as reported by the Birthmother, it is the opinion of the Birthmother that the Birthfather will not be identified, that he will not appear and object to the termination of his parental rights; and that the Clients accept the risk of not knowing for certain the Birthfather's identity or his intentions; OR
- j. The identity of the Birthfather is known, the Birthmother has disclosed that it is anticipated that the Birthfather will resist the termination of his parental rights. Clients agree to assume the

risk that the Birthfather's parental rights will not be terminated. Clients who agree to a placement where it is anticipated that the Birthfather will resist the termination of his parental rights should note that the scope of Agency services does not provide for Legal Fees for contested terminations.

### ARTICLE III — ADOPTION PROCESS

#### SECTION 1. ADOPTIVE PARENT PROFILES

- a. Adoptive Parent Profiles are provided by the Clients and shall include information as provided by Clients. Clients understand that it is their responsibility to notify Agency if information provided has changed and to supply a revised and accurate profile. Agency will not assume Client preferences and will only consider information that is definitively stated and correlates with Client Home Study or information provided to Agency in writing as part of the Application process or submitted as information in the Adoptive Parent Profile. Agency shall not be held responsible for not considering Clients for available Birthmother situations due to inaccurate or missing information.
- b. Clients understand that Agency shall retain sole discretion with regard to which Adoptive Parent Profiles are presented to Birthmothers. In the interest of initiating an Adoption Plan with the best possible potential for completion, Clients further understand that Agency reserves the right to consider other criteria not expressed in Clients' application, home study or profile. Such criteria may include, but are not limited to: personalities, attitude, perspective, adherence to procedures or any other scenario which Agency believes may cause strain on an Adoption Plan or jeopardize a positive outcome.
- c. In the event that information provided on Clients' application and through communication conflict with qualifications within the Clients' Home Study, Agency is legally and ethically bound to only consider information provided within the Home Study. Requests to make significant or substantive or legally status changes to a Clients' profile must be accompanied with an updated Home Study or Home Study addendum to correlate with changes requested to be made to a profile.
- d. It is the ongoing responsibility of the Clients to disclose changes in their residence, lifestyle, income, legal, medical or psychological status or other areas that could affect their presentation to a Birthmother or qualifications to adopt.

#### SECTION 2. SELECTION

- a. Clients understand that Agency, at its discretion, may simultaneously present multiple Adoptive Parent Profiles to the Birthmother. Clients agree that the Birthmother selects the family whom she believes is best suited to adopt and raise her child based on her own criteria and the characteristics she values. Agency takes no part in recommending, persuading, or partaking in any other measure that would influence her decision. Agency can only present Adoptive Parent Profiles to the Birthmother and makes no guarantees with regards to her selection.

#### SECTION 3. LETTER OF INTENT AT TIME OF MATCH

- a. After Birthmother decides upon an Adoptive Parent Profile and the chosen Clients agree that they would like to proceed with an Adoption Plan, Clients shall submit a "Confirmation of Match and Letter of Intent to Proceed with an Adoption Plan," hereby called Confirmation of Match Letter, following oral assent to the match. This document formally states that Clients intend to proceed with developing an Adoption Plan with the Birthmother and declares that all applicable fees will be received by Agency within 24 hours. Upon Agency's receipt of the Confirmation of Match Letter and fees, Agency shall cease discussing or presenting available Adoptive Parent Profiles to the Birthmother. If Clients are unable or unwilling to provide full payment within the specified time period, Clients risk forfeiting the opportunity to proceed with an Adoption Plan.
- b. Clients understand that they should only submit the Confirmation of Match Letter if the following criteria have been met:
  - i. They have read, fully understand, and agree to the conditions of this agreement.
  - ii. They have hereby been advised by Agency to engage an attorney to review and interpret this agreement to insure that they fully understand all conditions stated.
  - iii. They have taken the opportunity OR forego the opportunity to consult with adoption professionals regarding the adoption opportunity being considered.
  - iv. They are mentally, spiritually, and emotionally prepared to proceed with an Adoption Plan.
  - v. They are financially prepared to ensure that the Letter of Intent and

all applicable Agency fees and declared or anticipated expenses are received by the Agency within 24 hours.

- vi. They in good faith intend to proceed with the Adoption Plan within the time frame specified.
- c. Clients understand that at Agency's discretion, Birthmother may be presented with additional Adoptive Parent Profiles and may partake in multiple matching opportunities at any time after Clients and Birthmother participate in a match and before Clients submit the Confirmation of Match Letter.
- d. In the event Clients fail to satisfy the conditions of the Confirmation of Match Letter and Birthmother chooses to proceed with another adoptive family, Clients shall not hold Agency legally, ethically, morally, or personally responsible for lost opportunities.

#### SECTION 4. CALL OR MEETING WITH BIRTHMOTHER

- a. When Clients have been selected by a Birthmother and have submitted the Confirmation of Match Letter and fees, Agency will plan for an opportunity for the Birthmother and Clients to meet in person or by phone, providing the Birthmother agrees. Clients understand that an Agency representative will initiate this contact.
- b. Clients understand that at no time during the meeting will contact or identifying information be exchanged between Clients and Birthmother without the express agreement of Agency.
- c. Clients understand that Agency representative retains the right to terminate the meeting at any given point.

### ARTICLE IV — FEES AND EXPENSES

#### SECTION 1. AGENCY FEES

- a. Clients agree to pay a Profile Registration fee to enter the domestic adoption program and become eligible for matching, payable at the time Clients engage services of Agency.
- b. Clients agree to pay Agency adoption fees per the fee schedule, which includes community outreach, Birthmother counseling, pre-adoption matching and placement services; and payment for the birthmother living expense fund. This fee does not include legal services or costs for additional billable services, as noted in Sections 5 and 6 of this Article. The Agency adoption fee does not include Home Study or post-placement or finalization reports, as noted specifically in "j" below. A first payment is due at the time the

match is agreed upon. The second payment is paid two weeks prior to the due date of Birthmother or, in the event the match is agreed upon within the two weeks prior to the due date of the Birthmother or after the birth, the full amount is due at that time and prior to the Adoptive Parents taking custody of the child.

- c. Clients acknowledge that Agency retains the right to not provide adoption services if Clients do not submit payment for any services portion at the time service is due to be rendered.
- d. Clients acknowledge that upon completion of an adoption, no detailed accounting of Agency costs and expenses incurred shall be provided and no portion of Agency fee shall be refundable.
- e. Clients understand that failure to make payment of any installment within the specified time period may result in the Clients forfeiting the opportunity to continue with the Adoption Plan with no refund opportunity being afforded.
- f. Service fees and retainers are payable to Agency in the form of a bank direct deposit, bank wire transfer, money order, or cashier's check. Personal checks are accepted only with the consent of Agency Executive Director.
- g. Clients understand that Agency reserves the right to withhold Birthmother contact information as well as utilize means that prohibit contact between Clients and Birthmother until service fees are paid in full.
- h. Clients further acknowledge that any partial Agency fees or any other costs incurred shall not be refundable in the event Clients commit to an Adoption Plan but are unable or unwilling to proceed.
- i. Clients understand that Agency incurs many expenses that benefit our Adoptive Parents and Birthmothers generally and are not attributable to a specific Birthmother. Therefore, it is impractical to provide an accounting for the agency fees and costs to specific Clients.
- j. Clients acknowledge that not included are adoption Home Study and/or post placement services, reports for finalization of adoption, representation by the Agency at court for adoption hearings, or any other expenses including legal services, ICPC fees or other extraneous costs unless specified otherwise.
- k. Clients acknowledge the Agency will provide Birthmother counseling regarding adoption planning prior to the birth of the child and this is included in the Agency fee.

- I. Clients acknowledge that they have the right to receive a copy of the Agency Fee Policy upon request.

## SECTION 2. LEGAL SERVICES NOT PROVIDED

- a. The Agency reserves the right to not offer legal services directly to Clients and that circumstances requiring legal services are common in adoption and fees for legal services shall be borne solely by the Clients.
- b. The potential need for legal services is ongoing and potential specific needs for legal services are disclosed prior to Clients being presented with a Birthmother situation, including but not limited to ICPC processing for out-of-state Clients, legal services for termination of parental rights as may be required by the state of Arizona or the state of the Clients' residence, or for contested terminations, or in the event of Indian Child Welfare Act (hereinafter ICWA) hearings.
- c. Clients understand that Agency utilizes the advice of attorneys retained or trusted by Agency and that the legal processes and procedures used may differ from Clients' impressions, expectations, and/or advice given to Clients from other adoption professionals. Clients recognize that multiple legal processes and procedures are possible in most adoption situations and that Agency retains sole discretion with regards to which processes or procedures are used within the state of Arizona.
- d. All adoption related services associated with the uncontested termination of parental rights for the Birthmother and represented Birthfather within their state of residence, including the taking a birth parent's relinquishment and consent, shall be provided, except as may be required due to the ICWA regulations, which may require legal services to represent the case at court. If termination of parental rights is required for a Birthfather declared as unknown or a Birthfather different than what was represented at the time the Adoption Plan was initiated, or for any reason, additional legal services will be required and the Clients agree to reimburse Agency for such services and expenses or, if agreed upon with Agency, shall pay attorney directly.
- e. No portion of the service fee paid to Agency shall include services and expenses associated with the contested termination of the parental rights of the Birthmother and/or Birthfather. In the event of a contested termination of parental rights, Clients acknowledge that they will be solely responsible for all legal fees associated with the contested

termination of parental rights and these expenses shall be advanced to Agency prior to action being taken on the Clients' behalf. Clients recognize that they have the right to retain an attorney of their choosing for any contested termination of parental rights.

- f. All legal services necessary to complete the adoption finalization within the Clients' state of residence OR Birthmother's state of residence, as is dependent on individual state adoption regulations, are a separate and additional cost and not within the Agency fee. If state laws permit choosing the state in which finalization can occur, Agency shall retain sole discretion regarding that choice. In the state of Arizona, County Attorney offices generally provide finalization proceedings free of charge for Arizona residents. Clients may select any attorney they desire to finalize the adoption, and Clients agree that the cost to finalize is not within the Agency fee and Clients agree to pay their attorney separately and directly.
- g. Clients are required to communicate with and utilize Agency services regarding questions or concerns surrounding their adoption. However, costs and fees associated with direct correspondence between Clients and Agency's attorney without Agency prior approval or direction or between Agency and private attorneys retained by Clients are not included within Agency adoption fees. Any cost, fees, or expenses incurred as a result of direct correspondence by Clients with Agency's attorney shall be Clients' responsibility and billable per Article IV, Sections 5 and 6.
- h. Clients understand that Agency utilizes the services of adoption attorneys in the interest of a specific adoption and that said attorneys are not employees of Agency and do not represent Agency in all matters. Clients further understand that, unless specifically agreed to in writing, they are not the clients of the attorney handling any termination of parental rights; rather, Agency is the client.
- i. Clients further understand that, except as otherwise provided herein, Agency will have sole discretion regarding the selection of the attorney to be used as well as selection of all legal methods and procedures utilized.

## SECTION 3. REFUNDS

- a. In the event an Adoption Plan fails to succeed, and failure is not related to "Client Misconduct"

as described in Article VIII, Section 1, generally including but not limited to:

- i. Direct unapproved contact with Birthmother or attorney; OR
- ii. Clients' decision to withdraw from adoption process; OR
- iii. Client's' decision to terminate custody of child or dissolve the adoption; OR
- iv. A decision by Agency, a court, or Child Protective Services (CPS) or other entity qualified or designated or licensed to evaluate the placement determining it is in the best interest of the child to terminate the placement or revoke custody or remove the child from the Clients' care;

Then Clients will be entitled to a refund of the second payment of the Agency adoption services fee, due two weeks prior to the due date. All other fees paid to the Agency for services or for the birthmother expense fund are non-refundable. No fees paid to the Agency for any services are transferable to a future adoption.

- b. Clients acknowledge that upon acceptance of the refund allowed as stated above, Clients agree to waive all causes of action, claims and/or legal actions against Agency for past, current, or future actions.
- c. If this agreement is terminated and the Clients elect to utilize Agency services at a later date, Clients acknowledge that a new agreement will be required and Clients shall be responsible for fees, terms, and conditions in their entirety as outlined within the new agreement.

#### SECTION 4. BIRTHPARENT COUNSELING

- a. Clients acknowledge that Agency is licensed as an adoption agency within the state of Arizona and, in accordance state administrative and regulatory codes, Agency is required to offer Birthparent counseling to sufficiently meet licensing regulations regardless of the state requirements of the Birthparents' resident state.
- b. Clients acknowledge they understand that an agency offering services to birth parents considering relinquishing a child for adoption are providing counseling necessary to assist the parents in making an informed decision regarding their child's adoption, consistent with the child's best interest. The counseling of the birth parents shall begin when the birth parents begin the intake process. Clients understand that Agency offers this in writing to the

Birthmother at initial contact. If Birthmother chooses to decline counseling, she is not bound by her decision and may elect to utilize counseling at any point up to 30 days after the birth of the child or greater dependent on the laws of the Birthmother's state.

#### SECTION 5. ADDITIONAL SERVICES

At Agency discretion, additional services may be available but not necessarily guaranteed. Agency will, as much as possible, inform Clients in advance or at the time additional services are needed. Additional services include but are not limited to:

- a. Birthmother counseling exceeding state mandated counseling which, depending on individual state regulations, may be administered by either, at Agency discretion, an Agency counselor or Agency-designated counselor;
- b. In the event birthfather is unavailable or whereabouts unknown, Agency shall arrange process service and publication, and putative birthfather registry search within the state of Arizona; however, included costs pertain strictly to the state of Arizona and process service and publication that is required in other locales constitute additional services, and costs may be as little as \$50 or as much as \$500, or more;
- c. Relocation coordination for birthmother including emergency housing, deposits for apartments or utilities, transportation and logistics, and any other requirements associated with relocation; Clients shall be informed as much as possible in advance regarding these additional costs;
- d. Any legal services;
- e. Birthmother emergency transportation to medical facilities or other destinations to benefit her health during pregnancy;
- f. Birthmother counselor travel costs when the Birthmother lives ten or more miles apart from the location of the Birthmother Counselor;
- g. Additional Services are billable to the Clients per the billable rates below.

#### SECTION 6. BILLABLE ADDITIONAL SERVICES

- a. Clients acknowledge that any other effort, time, or expense beyond the specific services outlined shall be considered an "Additional Service" and shall be billable and/or reimbursable by the Clients per the bill rate below; this may include situations where the Agency provides the matching services or situations where the Clients identified the Birthmother prior to engaging

agency services, and a task-specific agreements addendum is prepared.

- b. Clients further acknowledge that any monies paid to Agency for Additional Services are for services rendered and are under no circumstances refundable.
- c. Any and all Additional Services shall be considered billable at the following costs and invoiced for each quarter-hour or portion thereof:
  - Agency Director - \$200 per hour
  - Attorney for Agency - Varies
  - Agency Social Worker - \$125 per hour
  - Administrative Assistant - \$60 per hour
  - Travel cost/vehicle mileage reimbursement - \$.50 per mile
  - Birthmother relocation costs and deposits – varies
  - Emergency services for medical or health care – varies

## **ARTICLE V — CHILD HEALTH AND APPEARANCE**

### **SECTION 1. CHILD GENDER**

- a. Clients acknowledge that it is generally impossible to guarantee the gender of an unborn child. In instances when a child is born with a gender different than the Clients' expectations or desires, Clients' sole remedy is either a) continue with the adoption, or b) terminate the Adoption Plan. If the Adoption Plan is terminated for this reason, Clients understand that this agreement shall be terminated and all services deemed complete with no refund opportunity afforded to Clients regardless of the eventual outcome of the Child's adoption and/or fate.

### **SECTION 2. CHILD RACE AND COMPLEXION**

- a. Clients acknowledge that Agency relies upon representation and interpretations from Birthmother regarding her and Birthfather's race and complexion (skin tone). In instances where a child's race is different than represented by Birthmother, Clients' sole remedy is either a) continue with the adoption, or b) terminate the Adoption Plan. If the Adoption Plan is terminated for this reason, Clients understand that this agreement shall be terminated and all services deemed complete with no refund opportunity afforded to Clients regardless of the eventual outcome of the child's adoption and/or fate.
- b. In instances where the child's race is as represented by Birthmother but complexion (skin

tone) is different than the Clients' expectations or desires, Clients' sole remedy is either a) continue with the adoption, or b) terminate the Adoption Plan. If the Adoption Plan is terminated for this reason, Clients understand that this agreement shall be terminated and all services deemed complete with no refund opportunity afforded to Clients regardless of the eventual outcome of the Child's adoption and/or fate.

### **SECTION 3. CHILD HEALTH**

- a. Clients acknowledge that it is impossible to guarantee the health or appearance of an unborn child. In instances where a child is born and diagnosed by the delivering physician with long-term and/or disabling health and/or potential medical issues unknown prior to birth and not attributed to fetal alcohol and/or drug addiction, Clients may elect to terminate the Adoption Plan and request a refund as specified and allowed by this agreement in Article IV, Section 3.
- b. In instances in which drug and/or alcohol exposure is unexpected prior to birth, and the child is diagnosed by the delivering physician with long-term and/or disabling health, Clients may elect to terminate the Adoption Plan and request a refund per the conditions in Article IV, Section 3.
- c. In instances in which drug and/or alcohol use is known to have taken place prior to birth, and the child is diagnosed by the delivering physician as drug and/or alcohol exposed, Clients' sole remedy is either a) continue with the adoption, or b) terminate the Adoption Plan. If the Adoption Plan is terminated for this reason, Clients understand that this agreement shall be terminated and all services deemed complete with no refund opportunity afforded to Clients regardless of the eventual outcome of the Child's adoption and/or fate.
- b. In instances when a child is born with physical attributes, features, appearances, or correctable handicaps different than the Clients' expectations or desires, Clients' sole remedy is either a) continue with the adoption, or b) terminate the Adoption Plan. If the Adoption Plan is terminated for this reason, Clients understand that this agreement shall be terminated and all services deemed complete with no refund opportunity afforded to Clients regardless of the eventual outcome of the Child's adoption and/or fate.

## **ARTICLE VI – ADOPTION FAILURE AND TERMINATION**



**SECTION 1. ADOPTION FAILURE OR TERMINATION OF ADOPTION PLAN**

- a. In the event the Adoption Plan fails or is terminated by Clients or Birthmother for any reason excluding reasons cited under Article IV, Section 3, Clients will be entitled to request a partial refund as stipulated in Article IV, Section 3.
- b. Clients understand that if an Adoption Plan is terminated by either party or Agency, Clients and Birthmother shall have no communication under any circumstances unless arranged or authorized in writing by Agency.

**SECTION 2. FAILURE TO COMPLETE ADOPTION**

- a. If Clients are unavailable, unable, or unwilling for any reason to proceed with the adoption and/or terms of this agreement within 72 hours prior to OR at any time after the birth of the child, Agency reserves the right to terminate the Adoption Plan and this agreement with no refund of service fees to Clients and no refund of any other costs or additional costs incurred prior to, during, or after the birth of the child.
- b. If Clients are ineligible to adopt under the laws of the state of the Birthmother or the Clients' state of residence, or take any other action which disqualifies them from being able to finalize an adoption, Agency reserves the right to terminate the Adoption Plan and this agreement with no refund of service fees to Clients and no refund of any other costs or additional costs incurred prior to, during, or after the birth of the child.

**SECTION 3. FAILURE TO TRAVEL**

- a. Clients understand that once a baby is born, time is of the essence. Clients further understand that the likelihood for a successful adoption diminishes proportionally with the amount of time expended by Clients to travel to the location of Birthmother and newborn child. Thus, in the interest of adoption and all parties involved, if Clients are unavailable, unable, or unwilling for any reason to travel and be present at the location the child is born within 48 hours of delivery, Agency reserves the right to terminate the Adoption Plan and this agreement with no refund of service fees to Clients and no refund of any other costs or additional costs incurred prior to, during, or after the birth of the child.

**ARTICLE VII — COMPLETION OR EXPIRATION OF AGREEMENT**

**SECTION 1. COMPLETION OF AGREEMENT**

- a. Clients acknowledge that this agreement, Agency services, and service fees shall encompass specifically one adoption attempt regardless of the outcome. Upon successful adoption as outlined, this agreement and Agency services shall be deemed complete.
- b. Clients wishing to utilize the services of Agency for the adoption of additional child/children shall be required to complete a current application and abide by the most current Agency agreement available.

**SECTION 2. EXPIRATION OF AGREEMENT**

- a. If Clients have not been matched with a Birthmother per the conditions of this agreement within 24 months of the signature date, this agreement and all conditions within shall be deemed expired and invalid. If Clients wish to continue working with Agency after the expiration of this agreement, acceptance by Clients of Agency's most current agreement will be required.

**ARTICLE VIII — CLIENT MISCONDUCT**

**SECTION 1. CLIENT MISCONDUCT**

- a. Agency may forcibly terminate an Adoption Plan and provide no refund opportunity in situations considered by Agency, in its sole judgment, exercised reasonably, as professionally, ethically, or personally inappropriate. These actions include, but are not limited to, the following types of conduct:
  - i. Any action which hinders the capacity and/or abilities of Agency;
  - ii. Any action that prevents or hinders Agency's efforts to match a Birthmother or causes a Birthmother to discontinue working with Agency and pursue other adoption opportunities;
  - iii. Providing false or misleading information, scenarios, circumstances, or references on any public medium including but not limited to Internet web sites, Internet blogs, or posting on Internet chat rooms. This condition shall also apply to private communication initiated through public medium means;
  - iv. Not adhering to any of the conditions stated in Article IX, Section 2 "Confidentiality";
  - v. Contacting members of the Birthmother and/or Birthfather's

- family, friends, acquaintances, or any other entity associated with Birthmother without the expressed written permission of Agency, prior to, during, or after the adoption;
- vi. Engaging or partaking in any action that causes Birthmother and/or Birthfather undue stress or anxiety, and/or, engaging or partaking in any action or actions which causes Birthmother and/or Birthfather to terminate an Adoption Plan;
  - vii. Initiating contact with a Birthmother by the Clients' Attorney, and/or any other adoption professional or entity associated with Clients after an Adoption Plan has failed or been terminated by either party without the expressed written permission of Agency;
  - viii. Failing to keep Agency informed as to changes in the Clients' ability to adopt including but not limited to changes in address, telephone numbers, marital status, physical and/or emotional health and/or condition, family profile, adoption objective and/or requirements;
  - ix. Failing to immediately inform Agency's staff if they are unavailable, unable, or unwilling to adopt at any time and/or proceed with the Adoption Plan and/or terms of this agreement;
  - x. Failing to make any payment of Agency fees or the untimely payment of Agency fees;
  - xi. In instances when additional expenses are incurred and Clients and/or their representatives, not excluding attorneys and agencies, failed to provide the full amount of expenses in a timely manner;
  - xii. Clients and/or their representatives, including attorneys, taking or failing to take action which results in the legal inability to complete the adoption process;
  - xiii. Abusive, offensive, threatening, or inappropriate contact or communication by Clients or any of Clients' representatives with or toward any member of Agency staff or individuals or entities hired by

Agency to participate in the adoption process;

- ix. Any other action, without limitation, which prevents Agency from fulfilling its obligations herein.
- b. In the event of Client Misconduct, Agency, ***in its sole discretion***, exercised reasonably, may choose to either issue a refund pursuant to the provisions listed in Article IV, Section 3 or terminate this agreement with no refund being afforded to Clients.

## ARTICLE IX — GENERAL

### SECTION 1. KNOWN RISK

- a. Efforts to adopt are not always successful. Clients acknowledge there are significant risks: that either Birthmother or Birthfather may change her or his mind; that there may be financial loss and emotional strain; that Birthmother may purposely misrepresent information and/or is insincere regarding her intentions to place her child for adoption; or the adoption is prevented or thwarted by a federal or state law, including but not limited to the Indian Child Welfare Act (ICWA). Clients recognize that Agency can only provide opportunities to Clients and cannot reasonably guarantee a positive outcome. Clients hereby acknowledge specific and general risks and the potential for financial loss and emotional suffering and agree that as outlined in this agreement there are very limited and specific circumstances wherein Clients would be afforded a partial refund.

### SECTION 2. CONFIDENTIALITY

- a. Clients and Agency hereby acknowledge that all Agency provided documentation, forms, information, and their contents shall not be made public, shall remain confidential, and shall not be shared or disbursed in any manner to individuals not directly related to the adoption process. Clients recognize that documentation developed by Agency is proprietary and intended specifically for Clients and shall not be made available to the general public.
- b. Clients and Agency further acknowledge that all documents, information, circumstances, or references to a Birthmother either matched with Clients or not, shall not be made public, shall remain confidential, and shall not be shared or disbursed in any manner to individuals not directly related to the adoption process.

- b. Clients and Agency agree that all information and communication regarding potential adoption opportunities and/or specific Adoption Plans between Clients and Birthmother shall not be made public, shall remain confidential, and shall not be shared or disbursed in any manner to individuals not directly related to the adoption process.

**SECTION 3. HOME STUDY AND QUALIFICATIONS**

- a. Clients acknowledge that state and federal laws as well as state licensing requirements only permit Agency to consider potential adoption situations in which the expected date of Birthmother’s termination of parental rights is prior to the expiration date of Clients’ most current Home Study provided to Agency. Clients acknowledge that state adoption laws require that a Home Study remain current up to the date of adoption finalization, and that Clients shall take the necessary steps to comply as necessary.
- b. Clients understand that Agency is required to review all Home Study and Home Study updates and/or addendums for compliance to minimum standards for the state regardless of the resident state of Clients. Clients further understand that Agency retains the right to deny any Home Study, Home Study update and/or addendum for non-compliance with state standards or any content which Agency deems in its’ sole discretion is not appropriate for adoption.
- c. Clients acknowledge that any scenario in which Clients have entered into an Adoption Plan with a Birthmother and Clients do not have a completed Home Study or Clients’ Home Study expires at any point prior to adoption finalization, or Agency does not approve a Clients’ Home Study or Home Study update and/or addendum, Agency shall retain the right to terminate the Adoption Plan and this agreement with no refund being afforded to the Client.
- d. In the event that information provided on Clients’ application and through communication conflict with qualifications within the Clients’ Home Study, Agency is legally and ethically bound to only consider information provided within the Home Study. Desires or significant changes made at any time to Client Profile must be accompanied with an updated Home Study or Home Study addendum to correlate with changes made to a profile.
- e. Clients further understand Agency can only consider Clients for specific desired adoption

goals outlined within the Clients’ Home Study regardless of any desires noted on Agency application or other documentation and/or desires expressed verbally. These adoption goals include but are not limited to financial means, desired race, gender, religion, special needs, or any other qualifications expressed within the Home Study.

- f. If Clients elect to change their profile regarding desired adoption goals and said changes are not explicitly qualified within their current Home Study, Agency will require an updated Home Study stating Clients are qualified for said changes to be considered.

**SECTION 4. VALIDITY OF INFORMATION**

- a. Clients understand that Agency does not guarantee the validity of statements and/or information given to them by Birthmother and/or Birthfather. This information may include, but is not limited to; requests for financial assistance, medical insurance status, personal information, pregnancy information, medical and social history not excluding use of drugs, cigarettes, and alcohol before and during pregnancy, as well as identity, medical and social history and whereabouts of the alleged and/or presumed Birthfather.
- b. Agency may, but is not required to, conduct independent investigations to substantiate any assertions made by the Birthmother or Birthfather. Any such investigation is solely for the benefit of the Agency. Clients agree to not hold the Agency responsible for the accuracy or completeness of such investigations.
- c. Clients understand and acknowledge that Agency requires that prior to a match with qualified Clients, Birthmothers provide Agency with a signed agreement stating that all known information provided is true and accurate to the best of their ability, under penalty of perjury. Clients understand and acknowledge that all known information regarding Birthfather must be disclosed by Birthmother, under penalty of perjury, so that the court may legally terminate the Birthfather’s parental rights.

**SECTION 5. SHARING OF INFORMATION**

- a. Clients understand that Birthmother may sign an authorization form to allow Agency to secure and verbally share specific adoption related information with any entity Agency deems necessary in the interest of adoption. However, Clients acknowledge that authorization to receive information is designated specifically to Agency

and that Agency is bound by ethical, moral, and in some cases legal restrictions from providing copies of said documentation to any other entity. Clients accept that under no circumstances will Agency provide copies of documentation to any entity. Said documentation may include, but not be limited to; medical records or agency application.

#### SECTION 6. COMMUNICATION AND COOPERATION

- a. Clients understand that they may lose the opportunity to be introduced to a prospective Birthmother if Agency's staff is unable to contact them. Agency will take reasonable steps to contact Clients when there is information to share, and to respond promptly to Client inquiries.
- b. Clients further agree to immediately inform Agency of any changes that might affect communication or the Clients' ability to adopt including but not limited to changes in address, telephone numbers, marital status, physical and/or emotional health and/or condition, family profile, adoption objective and/or requirements.

#### SECTION 7. AUTHORIZATION

- a. Because of Agency's need to coordinate the adoptions, Clients hereby give authorization for Agency to freely discuss and share all aspects of their adoption with all professionals involved in the adoption process. This includes, but is not limited to, freely exchanging information with adoption consultants, adoption agencies, adoption attorneys, physicians, social workers, nursing staff and any other entities involved in the adoption procedure.
- b. Furthermore, Clients give authorization for Agency to discuss disclosed information (excluding information noted confidential) to all prospective Birthmothers who may consider Clients as potential Adoptive Parents as well as any professional representation acting on behalf of Birthmothers.

#### SECTION 8. CONFLICT OF INTEREST

- a. Clients understand that coordinating the adoption between both Clients and Birthmothers is viewed by some as an inherent conflict of interest. Clients acknowledge that a possible conflict of interest may exist in coordinating both Clients and the Birthmothers in an independent adoption.
- b. Clients acknowledge and accept that a conflict of interest may exist, and agree to waive any possible legal cause of action due to same. Clients further understand and agree that

confidentiality in adoption coordination and consulting is dictated by individual state laws and ethical standards. Agency will make every reasonable effort to inform both Clients and Birthmothers should the need arise to disclose information of a confidential nature to either party or their representatives.

#### ARTICLE X — DISCLAIMERS

##### SECTION 1. DISCLAIMERS

- a. Clients fully understand that all fees paid to Agency are only for the specific services set forth in this Agreement.
- b. Agency does not guarantee that Birthmother will complete the adoption process. Agency is not liable or legally responsible if the Clients and/or Birthmother decides not to continue or to not pursue a particular adoption.
- b. Furthermore, Clients fully understand that Agency in no way guarantees that a Birthmother will choose a particular couple or single person. Clients understand the fact that setting preferences, such as to any specific race or gender, reduces Agency's opportunities to present Clients to a significant number of situations. Clients also understand such specifications increase the amount of time that it might take to locate a Birthmother and make an introduction. Clients also understand that choosing to decline to pay additional expenses necessary for a Birthmother may restrict their opportunities for matching.
- c. Agency makes no representation as to whether or not potential adoption situations will be available to present to Clients in any given time frame. Clients understand that Agency cannot and does not give any guarantee as to the final outcome of any given Adoption Plan.
- d. Clients acknowledge that acceptance of this agreement is not intended for a specific Birthmother or situation. This agreement is intended for acceptance of Agency services as a whole regardless of any specific Birthmother or situation.

#### ARTICLE XI — THIS AGREEMENT

##### SECTION 1. WAITING PERIOD

- a. The terms and conditions of this agreement shall not be in effect until the expiration of 72 hours from the signature date of this agreement or 72 hours from the date Agency receives signed agreement. Clients understand that Agency will not approve nor formally consider Clients for

available adoption situations until the designated waiting period has elapsed.

- b. Clients acknowledge that, in certain instances, adoption opportunities immediately exist in which Clients may be considered as candidates for a Birthmother. In such instances, for Agency to proceed, Clients may elect to waive the 72 hour waiting period by submitting a signed waiver plus a check for Agency fees due upon matching.

## SECTION 2. WAIVER OF COUNSEL AND FURTHER TIME

- a. Clients acknowledge that it is their responsibility to consult with an attorney of their own choosing regarding the conditions and terms of this agreement. By signing this agreement, Clients are waiving any further time to consult with an attorney of their choosing. Clients further acknowledge that they have had a full and fair opportunity to ask any questions they may have concerning this agreement and that they are not relying upon any oral statements that were made which may be in conflict with this agreement. Clients understand and acknowledge that no statements contained in this agreement, marketing material, web site, or any other source are intended to be considered or relied upon as "legal advice."

## SECTION 3. AGENCY FEE POLICY

- a. Agency advises Client of the client's right to receive a copy of the Agency fee policy per Arizona Administrative Code R6-5-7030(B). Agency is committed to reasonable and transparent fees. Fees for domestic adoption services, home study investigations, post-placement or adoption social study reports for finalization are available upon request
- b. We acknowledge we have read, understand and accept this agreement. We acknowledge that Agency strongly recommends that Clients obtain independent legal counsel to review Agency agreement for clarification, interpretation, and understanding of the agreement in full, prior to signing said agreement or accepting any adoption situation.
- c. Furthermore, regardless of the situation or circumstances, Clients take sole responsibility for proceeding in any capacity with Agency without independent legal counsel and acknowledge they understand there are significant emotional and financial risks involved with adoption and enter into this agreement with acknowledgment and

acceptance of those risks, known and unknown, and agree to all terms and conditions herein.

## SECTION 4. AGENCY GRIEVANCE POLICY AND PROCEDURE

- a. Clients 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 without concern about retaliation. The Agency does not discourage Clients from making a complaint, expressing a grievance, providing information about the Agency's performance to an accrediting entity, sharing an opinion or giving feedback about the manner in which adoption services are provided.
- b. Grievances should be submitted to the Executive Director in writing and the letter must include the specific matter as to which there is a grievance, the reason the person felt the decision to be incorrect and a proposal for a solution to the matter. Grievances must be filed within thirty days of the disputed matter. The Executive Director will review the complaint and develop a plan for resolution of the complaint and communicate the same to the Clients within seventy-two hours of the Executive Director's receipt of the complaint. If the Clients are not satisfied with the response of the Executive Director, the parents can request an appeal to the Chair of the Board of Directors. Such an appeal must be made in writing and submitted to the agency to the attention of the Chair of the Board of Directors within twenty day of the Clients' receipt of the Executive Director's decision.
- c. Clients may submit complaints to the Dept. of Child Safety/Office of Licensing and Regulation (OLR), which 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 & Regulation, 3003 N. Central Ave, 20<sup>th</sup> Floor, Phoenix AZ 85012
- d. Clients may register a complaint regarding an agency with the Hague Complaint Registry, (HCR) at the US Department of State website, [http://adoption.state.gov/hague\\_convention/agency\\_accreditation/complaints.php](http://adoption.state.gov/hague_convention/agency_accreditation/complaints.php).

## SECTION 5. ENTIRE AGREEMENT

- a. This agreement shall supersede any conflicting verbal claims or statements made by any representative of Agency.
- b. Clients acknowledge receipt of a complete copy of this agreement. Furthermore, in the event Clients omit initialing any portion of this agreement, Clients' signature below shall acknowledge full agreement to this agreement.
- c. Clients acknowledge that they will not hold Agency legally, ethically, morally, or personally responsible for Clients initialing each section and signing this agreement without actually reading and/or understanding the content of each section and/or agreement in whole.
- d. This Domestic 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 domestic 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.

CLIENTS ARE ADVISED THAT THERE IS SUBSTANTIAL EMOTIONAL AND FINANCIAL RISK IN ADOPTION. FINANCIAL LOSSES CAN BE A SIGNIFICANT. AGENCY FEES AND ADDITIONAL COSTS ARE NOT REFUNDABLE, SHOULD THE BIRTH PARENT CHANGE HER OR HIS MIND, EXCEPT AS NOTED IN THE AGREEMENT. NO FEES, COSTS OR EXPENSES ARE TRANSFERABLE IN ANY CIRCUMSTANCES. FINANCIAL LOSS FROM FAILED ADOPTIONS CAN RANGE FROM \$1,500 TO \$30,000 PLUS LEGAL FEES IF LEGAL SERVICES ARE ENGAGED. EVERY ADOPTION PLAN IS DIFFERENT AND EACH HAS AN INFINITE NUMBER OF POSSIBLE SCENARIOS THAT CAN CAUSE COSTS TO RISE UNEXPECTEDLY. DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT ACCEPTING OF THESE RISKS, HAVE THOROUGHLY REVIEWED AND CONSIDERED THE RISKS, AND ARE FULLY IN ACCORD WITH THIS AGREEMENT.

### 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 terms of this agreement. However, once the adoption or placement or guardianship is completed, Adoptive Parent(s) cannot terminate this Agreement because Adoptive Parent(s)

are then obligated provide care and to submit all post-placement reports or post-adoption reports and paperwork as required by state and federal authorities and Agency. Agency 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, Agency 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 in "e" of section "ARTICLE I – AGENCY AND CLIENT RESPONSIBILITIES" Section 1 which permits the Agency to use all legal processes for failure to provide documents as requested therein.

### 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.

### LIMITATION OF LIABILITY

Any liability of Agency 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 Agency or its employees or agents, shall be limited to the total amount of fees paid by Adoptive Parent(s) to Agency.

### 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 Agency, 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 Agency, and to all other persons and entities subject to liability derived from the conduct of Agency. All Releases extend to and include any and all claims of any child assigned to or placed with Adoptive Parent(s).

**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 Agency.

**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 Agency—including but not limited to, social workers, cooperating agencies, volunteers, guides, translators, medical personnel, representatives, facilitators, attorneys and governments and agencies—may be involved in the adoption process.

**Release**

Adoptive Parent(s) hereby release Agency and holds Agency 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 Agency 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 Agency before Agency will provide any further adoption services.

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

Agency 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 approved by ICPC and allowed to transfer the child to another state, or that Adoptive Parent(s) will succeed in being able to adopt any child. Adoptive Parent(s) acknowledge and agree that placement and adoption are subject to laws and circumstances beyond Agency's control, including, but not limited to, federal and state law and practice, decisions of courts of applicable jurisdiction, practices and policies of child welfare authorities, and legal challenges by interested persons, including birthparents, putative birthfathers and relatives. Agency 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 make placement or adoption difficult or impossible for Adoptive Parent(s).

**Release**

Adoptive Parent(s) hereby release Agency and holds Agency 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, transfer between states, immigration, or adoption directly or indirectly caused by the actions or inactions of any US agency, official, court, lawyer or facilitator.

**Release for Condition of Child**

Agency does not and cannot guarantee, and makes no warranty or representation, express or implied, that a child of any particular sex, condition, or racial characteristics will be 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 nutrition, exposure to drugs or alcohol, inadequate medical care or improper assessment and children may be premature, under-developed or too young to accurately assess to make accurate diagnoses or medical 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 present undiagnosed medical, psychological or other problems as they develop. Thus, Agency 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

Agency cannot be responsible for any such conditions or problems.

Adoptive Parent(s) understand that a child may have been provided with medical examinations, tests or inoculations and medical or other professionals may indicate the child is "healthy" or free of significant health problems. Adoptive Parent(s) acknowledge and agree that Agency 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 Agency does not conduct any independent assessment, testing, screening, medical or psychological evaluation of any child and that Agency has no knowledge of any child's actual medical or psychological condition other than what has been reported to Agency or may appear in any medical records, all of which will be conveyed to Adoptive Parent(s).

**Release**

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

**Release**

Adoptive Parent(s) hereby release Agency and holds Agency 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, or the biological parents of any child, matched or 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 Parent(s) are a married couple, by signing this agreement, each Adoptive Parent authorizes Agency to disclose to and discuss with the other spouse any confidential information Agency may learn or obtain concerning either spouse. Each Adoptive Parent hereby releases Agency 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 Agency 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 or children in Adoptive Parent(s) custodial care when traveling for adoption-related purposes or during adoption-related travel in the US or foreign countries.

**Release**

Adoptive Parent(s) hereby release Agency and holds Agency 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 representatives, facilitators, attorneys, guides, translators, drivers, escorts or other parties arranging for or providing any form of transportation.

**AGREEMENT**

This Adoption Services Agreement contains the entire "Agreement" between the parties to date, and by the Binding Arbitration Agreement attached hereto and incorporated herein by reference. This Agreement cannot be further amended, changed or supplemented without the written agreement of both parties.



I/We attest that I/we have read the foregoing, understand agree to the terms of the International Child Foundation, Inc/ABC Infant Adoption LLC Adoption Services Agreement, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

I (print your name)

\_\_\_\_\_, have carefully read the Adoption Services Agreement in its entirety and understand that adoption presents significant emotional and financial risks and fully accept these risks and I am completely satisfied and in accord with this agreement.

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

Date\_\_\_\_\_

I, (print your name)

\_\_\_\_\_, have carefully read the Adoption Services Agreement in its entirety and understand that adoption presents significant emotional and financial risks and fully accept these risks and I am completely satisfied and in accord with this agreement.

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

Date\_\_\_\_\_

For the Agency:

\_\_\_\_\_  
Agency Representative Signature

Date\_\_\_\_\_

*A scanned signed copy of this Agreement including addendums will be provided to you.*

*Please retain a copy of this agreement including addendums or supplements for your records.*

**COVENANT**

Adoptive Parents covenant and/or promise and or swear and/or affirm the following has been truthfully and

completely disclosed to our home study social worker and home study agency and to International Child Foundation, Inc/ABC Infant Adoption LLC:

- That I/we have truthfully disclosed our purposes and motives for 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 Inc/ABC Infant Adoption LLC of any and all significant changes affecting us individually or as a couple or affecting our household.

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

Date\_\_\_\_\_

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

Date\_\_\_\_\_

**BINDING ARBITRATION AGREEMENT**

Any dispute arising out of or relating to Clients adoption shall be governed by or controlled by the Application for Adoption and Adoption Services Agreement including any supplements (Agreement), and subject to binding arbitration including the validity of this Arbitration provision.

Any dispute will be resolved by arbitration in accordance with the Arizona Rules for Alternative Dispute Resolution (Arbitration Rules) with the exception of "e" of section "ARTICLE I – AGENCY AND CLIENT RESPONSIBILITIES" Section 1 which permits the Agency to use all legal processes, including litigation, to force compliance with post-placement document requirements as identified in item. Provided, however, this Binding Arbitration Agreement does not prevent Clients 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 Agency as Agency fees. Adoptive Parents understand and agree that no claim may be made nor award granted by Arbitrator or court in excess of fees actually paid to Agency 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 Clients 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 the Agency of the finalization of adoption decree or the termination of this Agreement pursuant to the Termination paragraph above.

Notwithstanding the completion of your Adoption or the termination of this Agreement, the Arbitration provision

survives the Agreement as the agreed upon method to resolve any conflict arising out of Adoptive Parents Adoption or this Agreement by either party, with the exception of "e" of section "ARTICLE I – AGENCY AND CLIENT RESPONSIBILITIES" Section 1 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

Date\_\_\_\_\_

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

Date\_\_\_\_\_

For the Agency:

\_\_\_\_\_  
Agency Representative Signature

Date of Receipt \_\_\_\_\_

### Addendum: Preferences or Concerns

Name of Prospective Parents \_\_\_\_\_ Date \_\_\_\_\_

*Many birthmothers and birthfathers have used or continue to use drugs or alcohol or have vague psychiatric histories of depression, anxiety or mood issues without specific diagnoses, or may report specific diagnoses. We will consider your preferences but not limit matching opportunities to strictly what you indicate here because, of course, all adoptive parents would prefer perfectly healthy birthparents with no drug or alcohol usage or psychiatric diagnoses but, typically, birthparents have at least one issue, be it drug or alcohol use or a history of depression, etc., or other known or undiagnosed health conditions. It will ultimately be up to you to decide whether to accept a match with a birthmother or birthparents. If you agree to a match with a birthmother, you are indicating satisfaction with the amount and kind of information provided at the time of matching. Information may be scanty or incomplete or inaccurate; birthparents may not fully disclose their histories. You may choose to match with a birthmother or birthparents who present issues or histories that concern you. To accept a match, however, signifies your decision that the information provided is sufficient and all known and unknown risks associated with the match are acceptable to you. If you feel the information is insufficient or unacceptable, please decline to be involved a matching opportunity.*

Would you accept twins? Yes \_\_\_\_\_ No \_\_\_\_\_ Are any special needs/medical conditions acceptable or desired?

Do you prefer a Male or Female infant and if yes, which sex? \_\_\_\_\_

Do you prefer a child of a particular race/ethnic background? Please indicate as follows—will accept:

Caucasian \_\_\_\_\_ African American \_\_\_\_\_ Hispanic \_\_\_\_\_ Asian \_\_\_\_\_ Bi-racial \_\_\_\_\_

Please indicate your concerns about birthmother use of the following substances and your level of acceptance, with the knowledge and understanding that birthparents are not always candid about their use of alcohol or drugs and may continue to use substances. Please indicate your acceptance level of psychiatric or criminal history, as well.

Alcohol and Drug Use – please check box or boxes that are acceptable, <i>understanding there is no way to monitor the accuracy of a birthmother report of alcohol or drug use</i>	Will consider on Case-by-case basis	Reports no use during pregnancy	None after pregnancy confirmed	Ongoing use daily or weekly
Alcohol—wine, beer, liquor				
Marijuana—medical or other				
Cocaine				
“Crack”				
Methamphetamine				
Ecstasy				
Heroin				
Methadone				
Other Street Drugs – please name drugs of concern				
Over-the-Counter Drugs – please name drugs of concern				
Prescribed Drugs – please name drugs of concern				

Birthmother report of medical or psychiatric diagnoses or criminal history	Case by case			Birthfather report of medical or psychiatric diagnoses or criminal history	Case by case		
	OK	Not OK	OK		Not OK		
Depression, non-specific				Depression, non-specific			
Bi-polar depression or disorder				Bi-polar depression or disorder			
Schizophrenia or Schizoid disorder				Schizophrenia or Schizoid disorder			
Borderline personality disorder				Borderline personality disorder			
Anxiety disorder				Anxiety disorder			
Attention Deficit or Hyperactivity disorders				Attention Deficit or Hyperactivity disorders			
History of criminality or incarceration				History of criminality or incarceration			
History of being perpetrator of domestic violence				History of being perpetrator of domestic violence			
History of being perpetrator of child abuse or neglect				History of being perpetrator of child abuse or neglect			

Please share any concerns you may have. You may also call us to discuss your concerns. We also suggest that you consult a pediatric specialist or child psychiatrist or psychologist, as well as reading about risks associated with adoption.

## Frequently Asked Questions

If my Birthmother changes her mind about the adoption plan, would the initial adoption service fee be refundable?  
No.

If my Birthmother changes her mind about the adoption plan after she delivers the baby, will I be able to have the second part of the adoption fee paid at the time the Birthmother is expected to deliver refunded?  
Yes.

Is any portion of the Birthmother fund donation refundable?

No. Except in unusual circumstances, where additional billable expenses apply, Birthmother living expenses are included as part of the adoption fee and include community and Birthmother outreach and costs incurred by all Agency work with birthmothers and are not specific to any individual birthmother, match or adoption.

Does the agency monitor the Birthmother for drug or alcohol use?

No, we do not. We ask that Birthmothers inform us about drug or alcohol use, but they do not always comply.

Does the agency monitor the Birthmother for criminal activities or on the internet?

No, we do not. We do ask that Birthparents and Adoptive Parents respect the privacy of the adoption plan and the to-be-born child and refrain from posting adoption-related comments on the internet, including Facebook and social media sites, until after the consents are signed and the adoption is completed. Anything revealed about the adoption may be a violation of confidentiality and could jeopardize the adoption plan.

Does the Agency verify everything a Birthmother says?

No, we do not. We request verification of pregnancy.

Do Adoptive Parents have to pay travel costs for the counselor to meet with the Birthmother or Birthfather?

Yes, when the Birthmother lives more than ten miles apart from the Birthmother counselor.

Do Adoptive Parents have additional fees or costs if the Birthmother lives in Arizona and they live in another state?

Yes. ICPC fees and costs will apply, including the Arizona attorney fees to prepare the ICPC package and letter of opinion, which may be about \$500, and any fees required by in your state of residence. In addition, the state of residence of the Adoptive Parents may require a court order of termination of parental rights (TPR) prior to finalizing the adoption, which will likely cost about \$2,000-\$2,500 in legal fees, or more, depending on the circumstances, location of the court, and individual attorney fees.

Do Adoptive Parents get to be present for the birth?

Only if the Birthmother and/or Birthfather gives permission. Some Birthparents want the Adoptive Parents to be present and others do not. Labor and delivery is generally a rather private experience. It is more typical for the Birthmother to want the Adoptive Parents to be waiting in the hospital but not be in the room during delivery.

Reminder: Until consents are signed, the birthparents have 100% legal control of these decisions, regardless of what might have been arranged in advance. Birthparents always have the legal right to change their mind about the adoption and the adoption plan until consents are signed.

Does the Birthmother have the right to change her mind after three days the baby is born?

If the Birthmother has not signed the irrevocable consents, the answer is Yes. The state mandated time frame before a Birthmother or Birthfather can sign consents after a baby is born is not a time-limited time frame, which means that she and/or he cannot sign consents before the time has gone by but she and/or he are not required to sign at any particular time and can, even if she and/or he seem inclined to place the baby with the adoptive family, postpone signing the consents until they feel emotionally comfortable to do so.