

ADOPTION SERVICES AGREEMENT

This ADOPTION SERVICES AGREEMENT (the "Agreement") is made and entered into on this (DATE) _____, by and between Global Adoption Services, Inc., a Maryland nonprofit corporation (Global and/or the "AGENCY"), and _____, (Applicant(s)) whose address is _____

WHEREAS, the AGENCY is a nonprofit adoption AGENCY, licensed by the Department of Human Resources in and of the State of Maryland;

WHEREAS, the AGENCY is dedicated first and foremost to the protection and welfare of children who are orphaned and available for adoption; and

WHEREAS, Applicant(s) desire to adopt a child, and to provide for the legal, emotional, social, financial, and spiritual needs of the child.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows;

NOW, THEREFORE the undersigned Applicant(s) agree and acknowledge that children available for international adoption are referred for adoption by foreign governments and agencies and not by AGENCY. The sending country has the final authority regarding whether any child is referred for adoption and the Applicant(s) understand that the sending country can refuse or stop any adoption at any time and that AGENCY has no authority to influence that decision. AGENCY does not make placement of children for adoption or provide, procure or refer children for adoption. The agency does not guarantee a particular child/ren for adoption by the prospective adoptive parents;

NOW, THEREFORE the undersigned Applicant(s) agree and acknowledge that the services provided by AGENCY does not include evaluating or making recommendations regarding either the medical, emotional, psychological, psychiatric, behavioral, cognitive, academic, development, or physical health, etc. and social/background histories of the biological parents and/or the legal status of the children available for adoption or the medical/psychological/behavioral/educational or ANY other conditions affecting children referred for adoption;

NOW, THEREFORE the undersigned Applicant(s) agree and acknowledge that AGENCY believes that all children adopted from foreign governments are considered children with special needs secondary to their placement in state care and/or potential medical and social issues and that prospective adoptive parents have the sole responsibility to prepare themselves with knowledge and resources over and above what is required by their state, AGENCY, sending country and the Hague Convention on Inter-country adoption; and

NOW, THEREFORE the undersigned Applicant(s) agree and acknowledge that there are many risks in international adoption, they have been informed of these risks and accept that risks may occur before, during and post-adoption/post-placement and are out of the agency's ability to influence or control.

The undersigned desire to become Applicant(s) to adopt one or more child(ren). Therefore, the Applicant(s) and the AGENCY agree to the following;

I, We have read, understand and agree to the above Applicant(s) Initials _____ Page 1

*****Applicant(s), please initial ALL highlighted, spaces, INCLUDING the end of each page*****

_____ a. The undersigned Applicant(s) have been given and have read a copy of the attachments of this agreement (A-H). The undersigned Applicant(s) understand and agree that the attachments are part of this Agreement as well as the Policy on Parental Preparation for International Adoption, which is discussed and signed by Applicant(s) and social worker.

_____ b. The undersigned Applicant(s) understand that they must comply with all applicable adoption regulations established by their state of residence and regulations of the country from which they adopt, even if such compliance is mandated by changes in regulations that occur after the placement process is completed.

_____ c. The applicant(s) acknowledges that AGENCY does not match Applicant(s) to children. Referrals of children are given by the sending country. The final decision on an appropriate match is made by the sending country. Applicant(s) understand that children referred by the sending country may have the potential for good health (unless otherwise requested) but acknowledges that AGENCY considers all orphaned children to be special needs children, regardless of the duration of time spent in institutionalized life. AGENCY will provide Applicant(s) with any and all information received from the sending country. The Applicant(s) understand that children adopted from orphanages may have pasts that may include, poor health care, malnutrition, institutionalization, psychological and physical trauma, abuses from the orphanage staff, birth family or others, which may include physical, sexual or emotional abuse, lack of education or schooling, attachment and conduct disorders, etc. Due to factors beyond AGENCY's control, the medical, emotional, psychological, psychiatric, behavioral, cognitive, academic, development, or physical health, etc. and social/background histories, etc., on the referred child(ren) are sometimes very brief in nature; incomplete, inaccurate, conflicting and in some cases, there is no information available at all. The undersigned Applicant(s) further understand and accept the risks associated with an international adoption.

_____ d. The AGENCY hereby agrees to help facilitate and coordinate an adoption of a child or children on behalf of the Applicant(s). In consideration of the AGENCY's assistance in facilitating and coordinating said adoption, the Applicant(s) agrees to pay the AGENCY the sum of fees identified in the AGENCY Fee Schedule. The Applicant(s) has been given a fee schedule and a schedule of approximate expenses involved in this adoption. The Applicant(s) acknowledges these costs and travel estimated costs can be influenced by many factors such as governmental changes in policy, inflation, and season of travel, and can change at any time, and these changes are out of the control of the AGENCY.

_____ e. The fees paid for any adoption are for services rendered on behalf of the child and the Applicant(s). The fees paid by the Applicant(s) are for the services listed in the Fee Schedule attached hereto as **Attachment A** and expressly NOT payment for a child and do not guarantee placement/adoption of a child or of a particular child.

_____ f. Applicant(s) acknowledge that those fees and costs identified on **Attachment A** as variable and estimated may be greater or lesser than the estimates provided, and that additional costs unforeseen in **Attachment A** may arise during the process of adoption. (*Hague 96.40d*)

_____ g. AGENCY will disclose in writing to Applicant(s) any unforeseen costs for which applicant(s) will be accountable that are not included in **Attachment A**. AGENCY does not use part of its fees to provide special services, such as cultural programs for adoptee(s), scholarships or other services. (*Hague 96.40e*)

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h. AGENCY will transfer funds to foreign countries when the AGENCY has received a grant from a granting agency on behalf of the PAPs. The foreign fees are paid by the PAPs to the FSP electronically by wire transfer. (*Hague 96.40(f)*)

i. AGENCY will obtain the specific written consent of Applicant(s) prior to expending any amount over \$1,000 for which Applicant(s) will be accountable that is above estimates in **Attachment A** or unforeseen and not included in **Attachment A**, or AGENCY will give Applicant(s) the opportunity to waive the notice and consent requirement in advance. (*Hague 96.40g*)

j. Applicant(s) fully understand that the foreign fees listed in the fee schedule are fees and amounts that have been given to us by the foreign attorney/provider. Fees are paid according to the fee schedule attached to this Adoption Services Agreement as **Attachment A**.

All fees as established in this Agreement and its attachments, must be paid in full and according to schedule. Any delay will mean a delay in the process and ultimately can result in the termination of services.*****

1. In the event Applicant(s) decide to switch to another program or simultaneously pursue adoption in more than one country, the AGENCY will charge an additional fee, to be established on a case-by-case basis and agreed upon in writing by Applicant(s) and AGENCY, before any action will be taken by the AGENCY to accommodate this request by Applicant(s). **THIS ADDITIONAL FEE IS NON-REFUNDABLE.**

2. In the event this Agreement is terminated, refunds by AGENCY to Applicant(s) shall be as set forth in **Attachment A** to this Agreement. Applicant(s) acknowledges that the fixed United States Program Fee and Foreign Country Program Fees are deemed to have been earned upon the commencement of services on behalf of Applicant(s) and shall not be refundable. Certain other fees and costs may be wholly or partially refundable depending upon their type and the time this Agreement is terminated, as set forth in **Attachment A**. Travel-related costs and ANY other expenses paid personally by Applicant(s) shall not be refundable or reimbursable by AGENCY.

Should Applicant(s) put their adoption on hold during the process, they must notify the AGENCY in writing of their decision. If approved by the AGENCY, the Applicant(s) have one year after the submission of the letter to the AGENCY, to resume their adoption, without having to pay AGENCY fees. After one year the case will be closed and the Applicant(s) will need to reapply and begin the process anew. International fees that are charged by the sending country Attorney/Coordinator are separate and the Applicant(s) will need to re-negotiate this with the sending country Attorney/Coordinator.

3. A referral of each child from any of the foreign countries is based on the agreement from Applicant(s) and the AGENCY to the country's government that all of the requirements of the child's country of origin are met both before and after the child is placed with Applicant(s) by the overseas organization. Each of the countries and attorneys with whom the AGENCY works has a unique set of pre and post-adoption/post-placement requirements, as does the AGENCY itself. Each foreign country publishes its own literature which sets forth its guidelines for post-adoption requirements. Applicant(s) who have finalized their child(ren)'s adoption in a foreign court must familiarize themselves with that country's requirements for post-adoption visits. Applicant(s) acknowledge and understand that the post-adoption requirements, country registration requirements and/or processing of post-adoption reports may change at any time during the post-adoption process and Applicant(s) agree to comply with the new requirements and procedures.

The fees paid to the AGENCY as set forth in Attachment A WILL include the following in addition to the services outlined in the Service Plan attached hereto as Attachment F:

- Coordinating and facilitating an adoption on behalf of the Applicant(s) and liaison with the central authority of the sending country;
- Assistance with the dossier and home study process;
- Monitoring of the post-adoption/post-placement reports completion and coordination of their submission to the sending country;
- Arrange for the reports and documents to be translated in country after payment of the 1st installment of the Foreign Fee;
- Handling of the reports; post-adoption/post-placement report Due Date Reminder Service; Assigned staff member for post-adoption/post-placement questions.
- Mail, FEDEX or other means of delivering the post-adoption reports to the AGENCY;

Fees paid to the AGENCY as set forth above WILL NOT cover the following fees and costs and must be paid by the Applicant(s):

- Notarization/Legalization/Authentication/Apostille of the post-adoption reports;
- Home study fees unless home study is conducted by AGENCY under separate contract;
- Any fees paid to USCIS or the US consulate;
- Any fee related to medical/psychological evaluation or treatment of any means of the child/ren;
- Post-adoption/post-placement fees;
- Fees paid to the Foreign Attorney or facilitator for legal, transportation, translation and other foreign services that are incurred during the course of the adoption, and any post-adoption/post-placement courier, translation fees;
- Naturalization fees and costs;
- Citizenship fees and costs;
- Travel Expenses in country or to and from the country;
- Re-adoption fees and costs;
- Any fee not described in this contract or not agreed to by the AGENCY

POST-ADOPTION/POST-PLACEMENT REPORTING

4. Post-adoption/post-placement reports are required in accordance with the requirements of the sending country. If there are no requirements, AGENCY will require at least four (4) post-adoption/post-placement reports to include 6 months, 1 year, 18 months and 2 years after adoption/placement. Should this requirement change, you will be notified, and required to adhere to, any new requirements issued by the AGENCY, the Government of the child's country of origin, your home study agency, or post-adoption/post-placement agency. If it is in the best interest of the child, additional post-adoption/post-placement reports maybe required. (96.50(g)(1))

(A) Applicant(s) agree to provide two (2) sets of the post-adoption/post-placement report two (2) weeks prior to its due date, with the documents listed below, and compiled and stapled in the following order:

- (i) Post-adoption report
- (ii) Agency license
- (iii) Social worker's license

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- (iv) Hague Certificate (if applicable)
- (v) Photographs (8-10 photographs, three (3) or four (4) printed to a page)
- (vi) **One set of the completely compiled report as listed in (i)-(v) of this paragraph must be apostilled!!!** The second set should be compiled as stated in (i)-(v) but notarized only.

It is the responsibility of the Applicant(s) to provide all necessary information for the reports (96.50(g)(2)) and to ensure that the Agency or Person completing their post-adoption/post-placement reports does so in a timely manner so that the Applicant(s) have sufficient time to compile each set of the report as specified in (i)-(v) of this paragraph and submit the post-adoption/post-placement reports to the AGENCY prior to the deadline specified in the "Welcome Home" letter to be provided to the Applicant(s) upon completion of their adoption. If the post-adoption/post-placement reports are not submitted to the AGENCY as specified in (i)-(v) of this paragraph, the reports will be mailed back to the applicant(s) to complete them accordingly, which places them at risk for late submission. The AGENCY is not responsible for compiling the Applicant's(s') reports as stated in (i)-(v) of this paragraph including, but not limited to, procuring the report from the Agency or Person completing the report, the Agency's or Person's licensing requirements, photographs of the child(ren) from the Applicant(s), or apostilling the reports.

Applicant(s) risk forfeiting their post-adoption/post-placement escrow fee as explained in paragraph (C) of this section if the requirements listed in paragraph (A) are not followed.

(B) The Applicant(s) agree to pre-pay post-adoption/post-placement report fees to their home study agency according to their home study agency's fee schedule for the total number of post-adoption/post-placement reports required by the foreign country or this AGENCY. (9650(g)(2)) If the Applicant(s)' home study agency will not accept pre-payment for post-adoption/post-placement reports, the Applicant(s) must submit pre-payment for their post-adoption/post-placement reports to this AGENCY in the amount specified in their home study agency's fee schedule and for the total number of post-adoption/post-placement reports required by the foreign country or this AGENCY. Any increases imposed by the home study agency for post-adoption/post-placement reports, over and above what was paid to this AGENCY for pre-payment of post-adoption/postplacement reports, will be the responsibility of the family and not this AGENCY. The post-adoption/post-placement report fee will be paid by this AGENCY directly to the Applicant(s)' home study agency when each post-adoption report is submitted and/or completed. The pre-paid post-adoption/post-placement report pre-paid fees are due upon submission of the dossier. If the post-adoption/post-placement report pre-paid fees are submitted to the Applicant(s)' home study agency, the Applicant(s) will submit a receipt of same signed by a representative of the home study agency.

If the adoption is not completed, and post-adoption/post-placement reports are therefore not required, this AGENCY will refund the Applicant(s) the amount submitted to this AGENCY by the Applicant(s) for post-adoption reports. If the post-adoption/post-placement report fee is

submitted to the Applicant(s)' home study agency, it is between the Applicant(s) and their home study agency to establish refunds of post-placement/post-adoption pre-paid fees.

(C) The AGENCY contracts separately with Applicant(s) who wish to have the AGENCY conduct required post-adoption/post-placement supervision. For all applicants, a post-adoption/post-placement report escrow of \$1,600.00 is due and payable to the AGENCY prior to trip two. ***Upon timely completion*** of all post-adoption/post-placement reports, \$1,600.00 will be refunded, once the requirements have been fulfilled. If the Applicant(s) do not comply with the post-adoption/post-placement requirements, or do not do so within the timelines required, then they forfeit their post-adoption/post-placement report escrow deposit.

The number of post-adoption/post-placement reports is established by the sending country and the primary provider and is subject to change. The post-adoption/post-placement report escrow deposit will be refunded to the Applicant(s) if all post-adoption/post-placement requirements have been fulfilled as described above. Applicant(s) acknowledge and agree that if they fail to timely submit one or more post-adoption/post-placement reports to the AGENCY, then the AGENCY will not refund the Post-adoption/Post-placement Deposit to Applicant(s).

(D) Applicant(s) may elect to retain the services of an adoption AGENCY other than the AGENCY to conduct required post-adoption/post-placement supervision. If the AGENCY/agent retained by Applicant(s) complies with the post-adoption/post-placement reporting requirements of the adoptive child's country of origin and the AGENCY, the AGENCY will not interfere with the continuation of the relationship between that AGENCY and Applicant(s). However, in order to ensure that post-adoption/post-placement reports are made in a timely and efficient manner, the AGENCY reserves the right to appoint another adoption AGENCY (including the AGENCY, if Applicant(s) reside in Maryland) to work with Applicant(s) in the event that the AGENCY retained by Applicant(s) is, for whatever reason, unable or unwilling to comply with those requirements. Applicant(s) hereby acknowledge and agree that the AGENCY has the right to replace the post-adoption/post-placement AGENCY retained by Applicant(s) with another adoption AGENCY/agent (including the AGENCY, if Applicant(s) reside in Maryland) to complete the post-adoption/post-placement requirements of the adoptive child's country of origin are not otherwise being met on a timely basis, and Applicant(s) further agree that they will cooperate fully with this replacement adoption AGENCY/agent to ensure that post-adoption reporting requirements are timely met. All expenses and fees will be paid by the Applicant(s) to the new AGENCY/agent pursuant to the new AGENCY's/agent's post-adoption/post-placement reporting fee schedule.

(E) Post-adoption/post-placement report requirements (*Hague 96.51.b and c*). At Client's separate expense, Client specifically will cause to be prepared and will provide in the time requested any post-adoption/post-placement documentation required by the Foreign country or the United States, or by the AGENCY in order to maintain its licensing and accreditation. Client will provide all required information for these reports. Such requirements may include, but not be limited to, post-adoption/post-placement reports, registration of adoption with foreign embassy or consulate, provision of a copy of child's Certificate of Citizenship once obtained, and provision of a copy of any United States re-adoption undertaken. AGENCY shall apprise Client of such requirements.

**NON-COMPLIANCE WITH POST-ADOPTION/POST-PLACEMENT
REPORT REQUIREMENTS**

11. The post-adoption/post-placement reports required by the foreign country are an important and continuing part of the adoption process. By failing to provide the post-adoption/post-placement evaluations as required, adoptive parents can and will put adoptions for other adopting families at risk. In some cases, the failures of adoptive parents to provide post-adoption/post-placement evaluations to the foreign country have closed the doors to adoption in that country. The adoptive parent(s)' failure to provide required post-adoption documentation may also cause the AGENCY to lose its Hague-accreditation, receive adverse action from the accreditation entity, and/or lose its right to operate in the foreign country in question. Because this is such an important part of the adoption process, AGENCY must have guarantees in place that adoptive parents will comply with these post-adoption/post-placement evaluation requirements.

The Applicant(s) understand that a failure by them to timely submit to AGENCY a post-adoption/post-placement report will result in immediate, substantial, long lasting and irreparable harm to AGENCY, as outlined above. Therefore, in the event the Applicant(s) fail to timely submit any post-adoption/post-placement reports, the AGENCY will report the matter to the Department of State (DOS) and/or the Intercountry Adoption Accreditation and Maintenance Entity (IAAME) and a letter of concern for the welfare of the child will be sent to the Applicant(s)' local Department of Social Services and/or public child welfare authority. Additionally, the AGENCY will be immediately entitled to an ex parte injunction against the Applicant(s) ordering the Applicant(s)' compliance with the post-adoption/post-placement report requirement, with all legal fees and expenses resulting from such action to be the Applicant(s)' responsibility. AGENCY also reserves the right to send a Licensed Social Worker to the home of the Applicant(s) who neglect this duty to interview the Applicant(s)' family and complete the post-adoption/post-placement report as required. The fees for this Licensed Social worker to compile these delinquent post-adoption/post-placement reports will be the expense of the Applicant(s) and AGENCY will take legal action to collect these fees if necessary.

12. Program fees vary according to a child's country of origin and age and are subject to change. PROGRAM FEES ARE NON-REFUNDABLE but may be transferable depending on the stage of adoption. The AGENCY reserves the right to change fees from time to time at its sole discretion. Any such changes shall become effective immediately upon notification of Applicant(s). Upon notification of an increase in program fees, Applicant(s) shall have the option of changing programs.

13. Applicant(s) will arrange for and make all visits to foreign country as may be required for purposes of adoption, at Applicant(s) expense. The Applicant(s) will travel at the time designated by the sending country. If the client is not able to travel at the designated time the Applicant(s) understand there may be additional fees, or the adoption could be canceled if travel to pick up the child is not done at the designated time set by the sending country.

14. Applicant(s) acknowledge that the adoption of a child when enacted is permanent. When the adoption of a child is made final, Applicant(s) will be legal parents of the child and will have the same responsibilities and rights regarding the child as biological parents have.

15. Applicant(s) agree to register the adopted child(ren) at the Consulate of the child(ren)'s country of origin within one (1) month after the adoption, if required by the adoptive child(ren)'s country of origin.

16. Following adoption, Applicant(s) agree to promptly provide legible copies of all finalization documents to the AGENCY, including but not limited to those specified below. Faxed copies are acceptable, if legible. These documents are required in order for the case to be closed by the AGENCY and the return of the post-adoption/post-placement report deposit.

(A) Within thirty (30) days of returning to the United States following adoption, Applicant(s) agree to forward to the AGENCY copies of the following documents for finalization:

- foreign adoption decree translation;
- child(ren)'s relinquishment papers;
- child(ren)'s birth certificate;
- child(ren)'s passport with all stamps in the passport; and
- proof of registration for countries requiring registration (registration form or the child(ren)'s passport and date registered)

(B) Upon naturalization of the adoptive child(ren), Applicant(s) agree to promptly provide the AGENCY with proof of naturalization of the adopted child(ren) through USCIS. Once proof of citizenship (U.S. Passport or Citizenship Certificate) is obtained for the adopted child(ren), Applicant(s) agree to promptly submit copies of said proof of citizenship to the AGENCY.

(C) Upon re-adoption or registration of the child(ren)'s adoption, whichever is required in the Applicant(s) state, which typically occurs during the first year of return, Applicant(s) agree to provide copies of the re-adoption legal paperwork prepared by the state court of residence to the AGENCY, including a copy of the child(ren)'s new birth certificate and all court documents.

17. Applicant(s) understand that once the adoption is final, Applicant(s) will have sole legal and financial responsibility for the child they adopt just as if the child were born biologically to them. Applicant(s) agree to prepare the home, including physical facilities, for the arrival of the child. Applicant(s) agree to care for the child with love and affection and provide for his/her social, physical, emotional, educational, and spiritual needs.

18. Applicant(s) shall be responsible for obtaining and furnishing all information required for the adoption process, including dossier paperwork, immigration approval, post-adoption/post-placement reports, and registration of the child with the country's consulate where required. This information is to be truthful and accurate. The AGENCY agrees to provide reasonable assistance to Applicant(s) in obtaining and furnishing such information. The AGENCY will not be responsible for late, incorrect, inaccurate or untruthful information submitted by Applicants and will be held harmless if the adoption is delayed or terminated due to such.

19. Applicant(s) agree to obtain a home study either from the AGENCY or another AGENCY pre-approved by the AGENCY. If Applicant(s) retain the services of the AGENCY for a home study, then they will be responsible for the fees as listed in the AGENCY's home study contract. This will be given to Applicant(s) before any work commences.

20. If, during the home study or at any time during the adoption process, the social worker, facilitator, and/or the AGENCY determines that a psychological evaluation, update of home study information or additional counseling of one or both Applicants and/or members of the adoptive family is necessary, Applicant(s) and/or members of the adoptive family agree to undergo such evaluation, update or counseling at their own expense, within thirty (30) days of being notified by the social worker, facilitator and/or the AGENCY of this request. If applicant(s) and/or members of the adoptive family

- do not agree to undergo such evaluation, update or counseling at their own expense;
- do not complete such evaluation, update or counseling within thirty (30) days of notification; or
- receive an unfavorable report/result,

then this Agreement shall terminate immediately, no facilitation for the adoption of a child(ren) will be made available by the AGENCY to Applicant(s), and Applicant(s) will forfeit all payments made to date to the AGENCY, with the exception of the post-adoption/post-placement report deposit, if paid.

21. Applicant(s) agree to abide by the Duty of Candor and Disclosure required by the United States Citizenship and Immigration Bureau. AGENCY is to be held harmless for any consequences for the failure of the Applicant(s) to do so.

22. AGENCY has provided to Client information about its complaint policy and procedure as set forth in **Attachment C** to this Agreement, and Client acknowledges receipt of same. (*Hague 96.41 a*)

23. Applicant(s) understand the confidential nature of the adoption process and agree that Applicant(s) will communicate directly with the social worker, facilitator and/or the AGENCY. Occasionally, the social worker, facilitator and/or the AGENCY may need to contact Applicant(s)' family members and/or partners (*e.g.*, for reference letters, if there are concerns about placement, if Applicant(s) are traveling and necessary documents were left at home, etc.). Applicant(s) understand that the social worker, facilitator and/or the AGENCY will not communicate with anyone other than Applicant(s) regarding the case status, even if Applicant(s) authorize such communications. In the event that the AGENCY discovers that Applicant(s), without the knowledge and prior written approval of the AGENCY, have authorized someone else to receive or transmit communications to the social worker, facilitator and/or the AGENCY, the AGENCY will provide written notice to Applicant(s) of this breach of confidentiality. Applicant(s) understand and agree that if a subsequent breach of confidentiality occurs anytime thereafter, then it is within the AGENCY's sole discretion to terminate this Agreement and decline to provide any adoption services to the Applicant(s) and that Applicant(s) will forfeit all payments made to date to the AGENCY, with the exception of the Post-adoption Deposit, if paid.

24. Applicant(s) acknowledge that the AGENCY may need to work with a number of private service providers, including other placement agencies, facilitators, foreign facilitators, coordinators attorneys, government service providers and/or orphanages. Applicant(s) understand that they may be required to cooperate with these service providers, other placement agencies, facilitators, foreign facilitators, coordinators, attorneys, government service providers and/or orphanages. Applicant(s) agree to those indemnity terms set out in this Agreement with regard to those providers, providers, other placement agencies, facilitators, foreign facilitators, coordinators, attorneys, government service providers and/or orphanages. Applicant(s) also acknowledges that the AGENCY does not have control over these providers, other placement agencies, facilitators, foreign facilitators, coordinators, attorneys, government service providers and/or orphanages or persons associated with said AGENCY or entity. Specifically, Applicant(s) acknowledge and agree that Applicant(s) bear the risk of loss in the event that a service provider, other placement agencies, facilitators, foreign facilitators, coordinators, attorneys, government service providers and/or orphanages, selected by the AGENCY receives payment for services but does not perform its obligations, in part or in full. Applicant(s) further agree that Applicant(s) will not pursue the AGENCY for any damages stemming from such conduct of the service providers, other placement

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agencies, facilitators, foreign facilitators, coordinators, attorneys, government service providers and/or orphanages.

25. Applicant(s) understand that they are responsible for all travel expenses to and from the country from which a child is to be adopted. These expenses include but are not limited to airfare, accommodations, food, visa fees, medical exam fees, etc.

26. Applicant(s) agree that they will not make direct contact with orphanages, foreign facilitators of the AGENCY or Foreign Supervised Providers of the AGENCY. Applicant(s) acknowledge that they have been informed that, should Applicant(s) make direct contact with the facilitators or orphanage prior to the adoption, without the knowledge of the AGENCY and the approval of the central authority, Applicant(s) will be dropped from the program, and non-refundable fees defined in the Refund Policy will not be reimbursed. Direct communication with orphanages is strictly prohibited by law in some countries and could jeopardize the AGENCY's program in the country. Also, information from the country is often incomplete or initially incorrect. Applicant(s) acknowledge that they do not have the experience to recognize incomplete or contradictory information when they receive such information. Applicant(s) acknowledge that they have been informed that, for Applicant(s)' protection, all communications must go through the AGENCY prior to placement.

**DISRUPTION OF ADOPTION DUE TO NEGLIGENCE, ABUSE OR BY
CHOICE OF THE ADOPTIVE FAMILY**

27. Applicant(s) acknowledge and agree that the following terms apply to the possibility of a disruption or in the event of a disruption.

(A) AGENCY may conclude that continuing the Placement Period and Applicant(s) subsequent final adoption of the child are not in the child's best interest if it believes that child neglect or abuse is occurring. In such event, AGENCY in compliance with laws and regulations, will report such suspected neglect or abuse promptly to appropriate law enforcement and public child welfare authorities and cooperate fully in their investigation and its resolution.

(B) If local law enforcement and public child welfare authorities act to remove the child from the home, and assume temporary custody and care of the child, due to child abuse or neglect, then:

(1) AGENCY will work with the public welfare and or other involved persons, when required, to find a subsequent adoptive parent and placement for the child if possible, and for notifying the foreign country government about the change in custody and care and the child.

(2) In considering future placement of the child, AGENCY abide by any requirements of the sending country, the Department of State and the USCIS, and will consider the child's views when appropriate in light of the child's age and maturity. When required by State law, obtain the consent of the child prior to change in physical home or custody. AGENCY will also consider the child's age, length of time in the United States, and other such pertinent factors. (96.50(f)(3))

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(3) Placing agency will seek to return child to the child's country of origin only as a last resort, only after exerting best efforts to establish a new placement with other adoptive parents, and only if this Foreign country government and Secretary of State have provided prior approval in writing for such return. (96.50(f)(2))

(4) The ED, or its designee, will notify the central authority of the child's country of origin, the accrediting entity, and the Secretary of State in writing of the disruption and the plan of care for the child, including future placement. (96.50(f)(4))(C) In the event removal of the child from Applicant(s) home is the result of action by law enforcement or child welfare authorities, Applicant(s) acknowledge that in instances of a finalized adoption prior to removal, they will be legally and financially for the child's care as is required by laws and regulations of the county, state, or other jurisdiction governing such circumstance. If the child in a period of pre-adoption placement with the family, the AGENCY has full legal and financial responsibility for the child, as implied by the order of guardianship, but will hold the PAPs accountable for any expenses incurred for the child's care as is required by laws and regulations of the county, state, or other jurisdiction governing such circumstance. (96.50(f)(1))

(D) The family will maintain regular contact with their home study agency for local support, resources, and education to manage the expected and unexpected behaviors of the adopted child, and adjustment issues or concerns the family may be experiencing. They will also contact the AGENCY for supplemental support, information, and resources, *particularly if the child and/or family are experiencing difficulties with adjustment, bonding, or any other issue they feel may lead to a disruption or out-of-home placement for the child.*

(E) Applicant(s) agree that, in the event of a disruption of the adoption, they will notify the AGENCY immediately and will cooperate with the AGENCY and all other agencies, court officials, and other responsible persons, both domestic and foreign, to obtain proper resolution on behalf of the child. The AGENCY will provide information regarding appropriate resources should the Applicant(s) inform the AGENCY that the Applicant(s) wishes to disrupt an adoption after the adoption is final.

(F) The AGENCY will not provide any services other than information and referrals to Applicant(s) in support of the legal disruption of Applicant(s) adoption of a child, pursuant to this Agreement, once such adoption is legally final, nor will AGENCY provide any services to Applicant(s) following such disruption unless it is under a separate contract.

(G) In the event of a disruption of the adoption, the Applicant(s) agree to inform the new adoptive parents, and/or state agency, of the post-adoption/post-placement reporting requirements which have been established by the child(ren)'s foreign country government or by this AGENCY, as written and agreed to in this Agreement. It is the Applicant(s)' responsibility to ensure by way of written agreement that the new adoptive parents, and/or state agency, are aware of the post-adoption/post-placement reporting requirements and that the new adoptive parents, and/or state agency, agree to comply with and fulfill the post-adoption/post-placement reporting requirements as set forth in this Agreement.

I, We have read, understand and agree to the above Applicant(s) Initials Page 11

The post-adoption/post-placement report escrow deposit will be refunded to the Applicant(s) if all post-adoption/post-placement requirements have been fulfilled by the new adoptive parents as described above. Applicant(s) acknowledge and agree that if the new adoptive parents fail to timely submit post-adoption/post-placement reports to the AGENCY, then the AGENCY will not refund the post-adoption/post-placement deposit to Applicant(s).

NO AGENCY SERVICES FOR, OR AFTER, ADOPTION DISSOLUTION

28. Applicant(s) acknowledge and agree that the following terms apply in the event of a dissolution.

(A) The AGENCY will provide information and referrals to appropriate resources should the Applicant(s) inform the AGENCY that Applicant(s) wishes to dissolve an adoption following finalization.

(B) The AGENCY will not provide any services other than information to Applicant(s) in support of the legal dissolution of Applicant's(s') adoption of a child pursuant to this Agreement, once such adoption is legally final, nor will AGENCY provide any services to Applicant(s) following such dissolution.

(C) Applicant(s) agree that, in the event of a disruption of the adoption, they will cooperate with the AGENCY and all other agencies, court officials, and other responsible persons, both domestic and foreign, to obtain proper resolution on behalf of the child. The AGENCY will provide information regarding appropriate resources should the Applicant(s) inform the AGENCY that the Applicant(s) wishes to dissolve an adoption after the adoption is final.

(D) The AGENCY will not provide any services other than information and referrals to Applicant(s) in support of the legal dissolution of Applicant(s) adoption of a child, pursuant to this Agreement, once such adoption is legally final, nor will AGENCY provide any services to Applicant(s) following such dissolution unless it is under a separate contract.

Preparation and Training of Prospective Adoptive Parent(s) 96.48

29. Applicant(s) agree to complete at least a minimum of ten (10) hours of adoption related training independent of the training received by the Applicant's(s') home study provider. The AGENCY will provide the Applicant(s) with training options, recommendations, and requirements, some of which will be mandatory and in excess of the required ten (10) hours of training, and the Applicant understands that they he/she are responsible for the cost associated with such training. The AGENCY reserves the right to request additional training, as it deems necessary, and at the expense of the Applicant(s), to meet the needs of the prospective adoptive parent(s) in light of the particular child to be adopted and his or her special needs, and any other training needed in light of the child background study or the home study.

30. Applicant(s) acknowledge that they have been informed that the AGENCY recommends that Applicant(s) finalize the adoption of the child in the United States to ensure that the child's foreign

adoption is given full consideration under U.S. law, the child obtains full inheritance rights, and so that the child can obtain a U.S. birth certificate.

31. Applicant(s) acknowledge that they have been informed that, in the course of the adoption process, certain documents, considered to be confidential, may be made available to persons for specific purposes related to the adoption process. Applicant(s) authorize the AGENCY to release such information as it deems necessary.

32. Applicant(s) acknowledge that all matters pertaining to any child's identity, physical, mental, or emotional health, are private and confidential in nature and Applicant(s) covenant and agree to keep such information confidential. Applicant(s) also agree not to release confidential information about the child to anyone unless and until the child is permanently placed with Applicant(s), including posting pictures or identifying on the web.

33. The withholding of information or the providing of incorrect information which is material to the AGENCY's legal responsibility to investigate an applicant's feasibility as an adoptive parent in connection with either existing or prospective adoption proceedings or in anticipation of the placement of a child by the AGENCY with Applicant(s) for adoption, are grounds for the immediate termination of this Agreement by the AGENCY and a forfeiture of all payments made by Applicant(s) to the AGENCY up to the date of termination, with the exception of the Post-adoption Deposit, if paid. Examples of material omissions or misrepresentations of Applicant(s) which may prompt the AGENCY to terminate this Agreement are as follows: the withholding of information or the providing of incorrect information relating to an arrest or the alleged commission of a misdemeanor or felony, or any criminal record arising out of an arrest; the withholding of information or the providing of incorrect information concerning Applicant(s)' biographical, socioeconomic or medical histories.

34. Applicant(s) acknowledge that just because the AGENCY may undertake a home study evaluation at their express request and may also undertake one or more post-adoption visits at their request, the AGENCY is not the legal custodian or guardian of the child to be placed unless the surrender of parental rights run expressly in favor of the AGENCY. As a consequence, in those instances when the AGENCY is not the legal custodian or guardian of the child, the AGENCY has no independent right or responsibility to take custody of a child placed with the prospective adopting parents for adoption simply by virtue of its performance of the aforementioned services.

35. Referrals, Medical Policies and Disclaimers: The Applicant(s) understands the AGENCY does NOT assume any responsibility for the actions of any foreign government or any facilitator or attorney or official for that government or facilitator, coordinator, attorney of the adoption process and cannot control the actions of any foreign government, foreign government official or any facilitator, foundation, coordinator, interpreter or translator, driver or ANY overseas persons connected to the Applicant(s) adoption. The AGENCY will make every effort to facilitate and coordinate the placement and final adoption of child/children who has been offered and accepted by the Applicant(s), but the final approval authority lies solely with the foreign government and/or foreign courts. Delays in foreign adoption are common and can come at any stage of the adoption, and these delays cannot be controlled by the AGENCY.

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In the case of referrals, the AGENCY has collected as much information as possible regarding the selected child(ren)'s physical, social, and psychological and emotion well-being. However, the AGENCY is NOT responsible for any missing information or misinformation they may receive and cannot now, or any time in the future, be held liable for any such misinformation or missing information. The child(ren)'s medical, emotional, psychological, psychiatric, behavioral, cognitive, academic, development, or physical health, etc. and social/background histories of the biological parents cannot be confirmed by the AGENCY and the AGENCY is NOT responsible for any misinformation that may be received prior to travel and while overseas by the Applicant(s), and cannot now or any time in the future be held liable for any such misinformation, lack of information or mistranslation.

PLEASE INITIAL HERE THAT YOU HAVE READ AND UNDERSTAND

When Applicant(s) are traveling to identify an unknown child, the AGENCY cannot collect any information about children who will be referred to the Applicant(s) while in-country. The AGENCY also cannot know how many children or what type, age or gender of the children that the Applicant(s) will be shown if traveling to the country without a referral of a child, to receive a referral of a child in the country. The in-country Adoption Authority with the help of the facilitator/interpreter, will select child(ren) to be viewed by the Applicant(s). The child(ren)'s medical, emotional, psychological, psychiatric, behavioral, cognitive, academic, development, or physical health, etc., cannot be confirmed by the AGENCY and the AGENCY is NOT responsible for any misinformation that may be received overseas by the Applicant(s), and cannot now or at any time in the future be held liable for any such misinformation, lack of information or mistranslation.

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It is the responsibility of the Applicant(s) to obtain medical opinions on any child(ren) desired to be adopted by the parents by International Adoption Specialists or physicians of the Applicant(s)' choice. AGENCY STRONGLY encourages families to do so. Failures to do so is at the Applicant(s) own risk and the AGENCY is to be held harmless for any consequences for Applicant(s) failure to do so. Applicants specifically agree that they will not make a decision to adopt a child based on any statement by AGENCY or its representatives as to the physical/mental/developmental condition of a child.

The Applicant(s) have been informed that children involved in international adoptions may have various medical conditions diagnosed or ones that may emerge, INCLUDING, BUT NOT LIMITED TO the following conditions:

Hepatitis A, B, C and D	Age Discrepancies
Parasites	Pneumonia
Depression	Chronic Infections
Rickets	Developmental Delays
Growth Disorders	Broken Bones, Burns or Scars
HIV Positive/AIDS	Sexually Transmitted Diseases
Sexual or Physical Abuse or Neglect	Malnutrition
Mental Retardation or Organic Brain Dysfunction	Undiagnosed Genetic Problems
Complications of Prematurity or Birth	Scabies/Lice
Attachment Disorder	Precocious Puberty
Cerebral Palsy	FAS/FAE, or drug related syndromes
Sensory Integration Disorder	Hernias
Post-Traumatic Stress Disorder/Domestic	Neurological Abnormalities including Epilepsy

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Violence	
Tuberculosis	Post Institutional Care Symptoms
Decayed Teeth	Vision Problems
Salmonella	Hearing Impairment or Problems
Dehydration, Milk Intolerance	Mental Illness/Attention Deficit Disorder/Hyperactivity
Serious Illness (cancer, heart, diabetes, etc.)	Exposure to Nuclear Disease
Autism and Autism Spectrum Disorders	Mild or Severe Learning Disabilities
Current or Past Criminal/ Substance Abuse History	Current or Past Behavioral Problems
Ongoing Relationship and attachment with family and friends	Anger and Emotional Liability Issues

The Applicant(s) have been informed there are risks inherent in international adoption due to unknown birth parents, lack of or incorrect family, birth or other information, and/or unreliable testing in the foreign country. The Applicant(s) understand that they will receive all psycho/social information and medical diagnosis that has been provided to the AGENCY by the foreign country for the child(ren) referred to them. Applicant(s) have the opportunity to discuss medical, emotional and psychological risks with an International Adoption Specialist of the Applicant(s)'s choice. Applicant(s) understand the cost of this consultation will be Applicant(s)'s responsibility and is not included in any AGENCY or Foreign fees.

The AGENCY agrees to make every effort to assure that information about the child(ren) is obtained and that additional pertinent information is obtained where desirable, necessary and available. The Applicant(s) agree to release the AGENCY from any liability regarding information the AGENCY may have or that the Applicant(s) believe the AGENCY should have regarding the physical, mental or behavioral condition, health, welfare, and well-being of any child(ren) to be adopted. The sending country requires the Applicant(s) to travel to the foreign country to see the child(ren) before the adoption occurs.

Applicant(s) acknowledge, understand and accept the medical and psychological risk of international adoption and hold the AGENCY harmless for diseases and psychological, psychiatric or emotional, behavioral, cognitive, academic, developmental and medical conditions, etc., now or at any time in the future and extends to diseases, psychological, psychiatric or emotional, behavioral, cognitive, academic, developmental and medical conditions, etc., that cannot be diagnosed with reliability in foreign countries. By signing this Agreement and Waiver, the Applicant(s) acknowledge review, acceptance of, and agreement to these terms and agree to hold the AGENCY harmless from any liability concerning the health, development and overall welfare of the potential adoptive child(ren).

PLEASE INITIAL HERE THAT YOU HAVE READ AND UNDERSTAND

The Applicant(s) understand that foreign travel is subject to unpredictable situations beyond the control of any AGENCY and that the AGENCY is not responsible for any of these situations, delays or complications overseas or during travel. Further, the Applicant(s) agree to release the AGENCY from any liability for any such occurrences. International adoption involves working closely with another government which means delays can happen, legislation, fees and procedures can change, areas can close to adoption and in rare cases, the child(ren) you have been referred might be listed as not available after you have accepted the referral. Although delays are the most common interference, it is understood that there can be instances that can occur outside the control of the AGENCY. This proves to be frustrating to the AGENCY and the Applicant(s). AGENCY will do its utmost to find a suitable solution, but Applicant(s) understand that one may not be available. The AGENCY shall not be responsible for actions, statements or failure to act by U.S. or foreign Agencies, attorneys, physicians, adoption agencies,

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facilitators, coordinators, foundations, orphanages, public or government officials or any other persons involved in the adoption process or child placing entity.

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Applicants acknowledge additional risks involved with international adoptions including, but not limited to the following:

- Status of a referral may change due to changes in the child's health; legal status of the child's availability or the foreign authority or referral source that assigns the child may withdraw the referral of the child with or without explanation. (These reasons may include, but are not limited to, local and national politics, change in officials, increased sensitivities regarding international adoption, fraudulent misrepresentation of the birth parents as the legitimate birth parent, birth parents coming forward for the child, child changes his/her mind regarding the adoption, or a local national family coming forward for the child.)
- Adoptions in the country Applicant(s) have chosen may dramatically slow down or the country may close to adoptions for a period of time or even permanently.
- Applicant(s) agree and acknowledge that when given estimates for time of referral or adoption of the child, Adopting Parent(s) understand that this time is based on current information on that date. Adopting Parent(s) also understand that at any time the process can **slow down, speed up, or completely stop. AGENCY has no control over decisions made by foreign governments, foreign courts, the United States Government, agencies, entities, associates, USCIS, and consulates.**
- Approval from the AGENCY, USCIS, Department of Homeland Security (DHS), or by the foreign officials is denied. The US Embassy processing immigration visa may find your child does not meet the USCIS/DHS definition of an orphan and your child's immigration visa may not be granted. Since the child is referred by a Central Authority this action is rare, however, AGENCY cannot guarantee that this may never happen.
- Adoption fees or expenses associated with the adoption process may change at any point during the process with or without notice.
- Travel dates and arrangements may change at the last minute due to undetermined factors.
- Other undetermined factors.

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Hold Harmless. The Applicant(s) agree to and do hereby save and hold harmless the AGENCY and its agents and each of their respective directors, officers, employees, subcontractors, and agents, foreign facilitators and coordinators, translators, drivers, doctors or other medical professionals from any and all claims, liabilities, actions, demands, judgments, losses and/or damages (including reasonable attorney's fees and costs) arising out of or relating to acts or omissions in connection with the services provided hereunder, except for acts of willful misconduct.

PLEASE INITIAL HERE THAT YOU HAVE READ AND UNDERSTAND

Disclaimer. The AGENCY and its agents make no warranty or representation regarding the availability of a child for adoption, the length of time of the adoption process, the health or social development of the child, the completeness or accuracy of medical or other information provided, the costs associated with the process of adoption, the actions of foreign governments, or the actions of the United States immigration authorities. The Applicant(s) are encouraged to conduct their own investigations and

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studies or to have individuals of their choice conduct such investigations or studies. The Applicant(s) have reviewed, understand and signed AGENCY's Statement of Understanding of International Adoption Risks, which is part of this agreement.

PLEASE INITIAL HERE THAT YOU HAVE READ AND UNDERSTAND

36. Applicant(s) acknowledge that as part of the services rendered by the AGENCY in the preparation of a home study or in providing post-adoption visits, employees, independent contractors or other representatives of the AGENCY may express opinions concerning the AGENCY's understanding of its obligations under the law as a licensed child-placing AGENCY in the State of Maryland, which may also include an expression of opinions concerning surrenders of parental rights and the finalization of adoption in the State of Maryland. Applicant(s) acknowledge that these expressions of opinion do not amount to providing legal advice or legal opinion, nor do such expressions of opinion constitute the practice of law in the State of Maryland. Applicant(s) agree that they will consult an attorney-at-law should they require legal advice as to adoption law in general or their rights and remedies in particular under Maryland or any other state's law.

37. Applicant(s) and the AGENCY understand that because each party has entered into this Agreement voluntarily, either party may terminate this Agreement and the adoption process by giving written notice to the other party. Termination will result in forfeiture of all fees paid to date to the AGENCY by Applicant(s), with the exception of the Post-adoption Deposit, if paid. Notice shall be deemed given and effective (i) when hand-delivered (either in person by the party giving such notice or by its designated agent or by a commercial courier) or (ii) on the third business day (which term means a day when the United States Postal Service or its legal successor ("Postal Service") makes regular deliveries of mail on all of its regularly appointed week-day rounds in Harford County, Maryland) following the day (as evidenced by proof of mailing) upon which such notice is properly addressed to the other party and deposited, postage pre-paid, certified mail, return receipt requested, with the Postal Service. Notice to Applicant(s) shall be sent to the address listed above, and Applicant(s) agree to promptly notify the AGENCY in writing of any address changes. Notice to the AGENCY shall be sent to 2046 Rushmore Court, Bel Air, Maryland 21015.

38. The Applicant(s) agree that if they are given the name, address, phone number or email of any agent, representative, facilitator, or the like, in any foreign country in which this AGENCY works, such names and phone numbers are privileged and confidential information and **WILL NOT BE GIVEN OUT TO ANY ONE ELSE OR TRANSMITTED IN ANY FORM EITHER ORALLY, IN WRITING OR ON THE INTERNET WITHOUT THE EXPRESS WRITTEN CONSENT OF THE AGENCY EITHER BEFORE OR AFTER THE ADOPTION HAS BEEN CONSUMMATED.** Further, it is understood that this contact information is given strictly for emergency use only and no contact with foreign partners shall be maintained through the phone, address or email except when the family is inside the country processing the adoption. Once the Applicant(s) are back home, all overseas contact with representatives, facilitators or legal staff is to be maintained through the AGENCY.

PLEASE INITIAL HERE THAT YOU HAVE READ AND UNDERSTAND

39. The Applicant(s) also agree that they will not use, or give in any form (electronically, photocopy or direct written or oral presentation) to other parties any information obtained from the AGENCY and/or start any business or assist others in starting a business which in any form can be considered direct competition with the AGENCY at any time in the future, without the express written consent of the AGENCY.

PLEASE INITIAL HERE THAT YOU HAVE READ AND UNDERSTAND

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40. This Agreement, together with any written schedules, addenda and attachments, represents the entire agreement of the parties concerning the subject matter hereof. Any and all changes, amendments, or modifications of this Agreement or any of its schedules, addenda and attachments shall not be effective unless made in writing and signed by the parties hereto.

41. **Limited Waiver of Liability.**

(A) Unless expressly provided in this Agreement, AGENCY and its agents and each of their respective directors, officers, employees, subcontractors, and agents, foreign facilitators and coordinators, translators, drivers, doctors or other medical professionals shall not be liable to Applicant(s) for any damages, fines, penalties or charges, whether direct, indirect or consequential, or any other cost whatsoever, relating to any information, plans, counseling, guidance, education, resources, specification, data, instruction, advice or any other services furnished to Applicant(s) in connection with the performance by either AGENCY or Applicant(s) under the terms of this Agreement.

(B) Limitation for Applicant(s)' Noncompliance: AGENCY and its agents and each of their respective directors, officers, employees, subcontractors, and agents, foreign facilitators and coordinators, translators, drivers, doctors or other medical professionals shall not be liable to Applicant(s) for any damages, fines, penalties or charges, whether direct, indirect or consequential, assessed as a result of Applicant(s) failure to comply with applicable federal, state, municipal, local or foreign laws, rules or regulations, now or hereafter in effect, governing Applicant(s) home study requirements, pre-placement/adoption services, and post-placement/adoption services including, but not limited to, those laws, rules and regulations imposed by the State of Maryland, the Maryland Department of Human Services "DHS" or any state or foreign equivalents of the DHS except as such damages, fines, penalties or charges relate to a breach by AGENCY of any covenant or representation contained in this Agreement.

(C) Limitation – General: The parties agree that determining damages under this agreement will be difficult to determine, and so, the parties agree that AGENCY'S maximum liability for acts or failures to act whether under tort, contract, statute, or any other cause of action, shall not, in any event, exceed the amounts paid or to be paid by the Applicant(s) under this agreement.

42. **Binding Arbitration.** In the event that it should be necessary to resolve any dispute between AGENCY and Applicant(s) regarding the application or interpretation of this Agreement, the dispute will be submitted to binding arbitration before an arbitrator appointed by agreement of the parties, and barring the ability to come to an agreement, the American Arbitration Association. All proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations. The parties will agree upon the arbitrator and the arbitration will take place in the city of Bel Air, State of Maryland and the substantive law to be applied by the arbitrator will be the law of the State of Maryland.

43. **Attorney's Fees.** In the event of a default by either party to this Agreement in any of its provisions, the non-defaulting party will be awarded any attorneys' fees and costs it incurred in the course of its enforcement. The Applicant(s) specifically agree(s) to pay all reasonable legal fees and court costs in the event legal action is taken by AGENCY or its agents to collect sums owed to them associated with this adoption.

 PLEASE INITIAL HERE THAT YOU HAVE READ AND UNDERSTAND

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44. The invalidity of any one or more of the clauses or words contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement, all of which are inserted conditionally on being valid in law; and in the event any part or portions of this Agreement shall be determined to be invalid or illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of any other term of this Agreement shall in any way be affected thereby.

45. The waiver by either party of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach hereof.

46. In the event the AGENCY loses its Hague-accreditation at any point during the adoption process, the AGENCY will: (i) assist the Applicant(s) in locating a new Hague-accredited agency to handle the adoption, (ii) notify the foreign country and USCIS of the change in circumstances, and (iii) transfer the Applicant(s)' file to the new Hague-accredited agency. Applicant(s) understand and acknowledge that in the event the AGENCY loses its Hague-accreditation during the adoption process and it is necessary to transfer the Applicant(s)' file to a new agency, AGENCY will not refund any fees already paid by the Applicant(s) and the Applicant(s) may be required to pay additional fees to the new agency.

47. The following information is available on request:
- The number of adoption placements per year for the prior three years, and the number and percentage of those placements that remain intact, are disrupted, or have been dissolved as of the time the information is provided.
 - The number of parents who apply to adopt on a yearly basis, based on data for the prior three calendar years
 - The number of children eligible for adoption and awaiting an adoptive placement referral via the agency.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date noted above.

Applicant Date

Co-Applicant Date

GLOBAL ADOPTION SERVICES, INC.:

By: _____
Name: Alaina Springer, LCSW-C Date _____
Title: Executive Director

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Fee Transparency and Disclosure

This chart shows the specific fees charged by Global for Home Study services, agency fees for international and domestic adoption, and by each of Global's Foreign Supervised Providers (FSPs) in each country programs. A detailed fee schedule specific to your adoption, including what fees may be refundable, will be provided with the adoption service agreement. Fees are listed in the currency they are paid in and are subject to exchange rate.

Global Services and Fees:

All applicants pay the initial application fee; for returning families the fee is waived: \$250
 All applicants pay the technology fee, which, if paid before, is also waived for returning families: \$175

Home Study Fees for Maryland residents adopting through Global or another Agency:

Complete Home Study:	\$1,750
Complete Hom Study Update (annually):	\$ 875
Home Study Update for a minor or major change of circumstance:	\$250 or \$500
Post-Placement or Post-Adoption home visit and report:	\$300

Domestic Adoption Agency Fee:

Global has a sliding scale fee to adjust for income differences. (Full sliding scale will be provided to applicants)	Income ≤ \$50,000 - \$8,500 up to Income ≥ \$200,000 - \$26,000
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International Adoption Agency Fees:

Agency Fee:	\$6,000
Document Authentication for FBI and I-800/I-600 documents:	\$25
International Shipping:	\$200
Post-Adoption Monitoring and Escrow for Bulgaria Program:	\$400 and \$1,600
Post-Adoption Monitoring and Escrow for Hong Kong Program:	\$400 and \$1,600
Post-Adoption Monitoring and Escrow for Ukraine Program:	\$200 and \$1,000

International Adoption Fees by Country:

Bulgaria

ALISTA	1 child - €8500	+ child/ren (per child) - €4250
AMOR	1 child - \$8,987	+ child/ren (per child) - \$1,275
ANIDO	1 child - €5750	+ child/ren (per child) - €1740
Blagosloveni	1 child - €8100	+ child/ren (per child) - €3900
Childhood Without Borders	1 child - \$10,654	+ child/ren (per child) - \$3,000
Family National Association		+ child/ren (per child)
Traditional referral program	1 child - €8000	Same location - €500
Waiting Child matching program	1 child - €6600	Different location - €2600
ISKRA	1 child - \$10,500	+ child/ren (per child) - \$5,250
New Beginnings		
Traditional referral program	1 child - \$10,000	+ child/ren (per child) - \$3,000
Waiting Child matching program	1 child - \$8,000	
Our Family	1 child - €8500	+ child/ren (per child) - €3400
St. Konstantin & Elena	1 child - €8000	+ child/ren (per child) - €3200

Hong Kong:

International Social Service (ISS)	Application fee:	\$200
	Immigration expenses (medicals, Visa, passport, etc.)	\$800

Ukraine:

Mariya (Masha) Suvorova	1 child - \$8,500	+ child/ren (per child) Same Location (siblings) - \$500 Diff. Location (siblings) - \$1,000 Unrelated child/ren - \$2,000
Natalia M. Kovalchuk, LL.M., Attny. at Law Traditional program:	1 child - \$8,500	+ child/ren (sibling) - \$4,000 + child/ren (unrelated) - \$2,000
Reduced fee program (child ≤ 5, 10+, siblings)	1 child - \$6,500	+ child/ren (sibling) - \$2,000 + child/ren (unrelated) - \$1,000
Olena (Helen) Romanchenko	1 child - \$6,000	+ child/ren (per child) - \$1,000
Valery Dashevsky	1 child - \$10,900	+ child/ren (per child) - \$4,000

This is a complete list of fees charged by Global and our Foreign Providers. There are many other fees associated with each service listed above that are paid to 3rd party vendors. A complete list of anticipated fees and expenses is included with the contract associated with each service.

ATTACHMENT B to Adoption Services Agreement

SCHEDULE OF REFUNDS

(HAUGE 96.40d)

Refunds will be made by Agency to Client in the following circumstances for the fees and at the percentages indicated.

Circumstance	Fee	Refund
Cancellation by family after completion of Pre-screening	Pre-screening Fee	Non-Refundable
Database Fee	Fixed Agency Fee	Non-Refundable
Department of State Management Fee	Fixed Fee	Non-Refundable
Cancellation by family before home study is complete	Pre-screening fee Fixed Agency data base fee Dept of State Management fee Agency fee 1 1 st installment of foreign country fee	Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable
Cancellation by family after home study is completed and received by Global	Pre-screening fee Fixed Agency data base fee Dept of State Management fee Agency fee 1 1 st installment of foreign country fee Agency fee 2 USCIS fixed fee	Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable
Cancellation by family after dossier is received by Global	Pre-screening fee Fixed Agency data base fee Dept of State Management fee Agency fee 1 1 st installment of foreign country fee Agency fee 2 USCIS fixed fee Agency fee 3 Third party dossier prep fees Certification & Apostille expenses Shipping expenses	Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable
Cancellation by family after dossier is sent to country	Pre-screening fee Fixed Agency data base fee Dept of State Management fee Agency fee 1 1 st installment of foreign country fee Agency fee 2 USCIS fixed fee Agency fee 3 Third party dossier prep fees Certification & Apostille expenses Shipping expenses 2 nd installment of foreign program fee	Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable
Cancellation by family after they agree to receive referral	Pre-screening fee Fixed Agency data base fee Dept of State Management fee Agency fee 1 1 st installment of foreign country fee Agency fee 2 USCIS fixed fee Agency fee 3 Third party dossier prep fees Certification & Apostille expenses Shipping expenses 2 nd installment of foreign program fee	Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable

Cancellation by family after travel to see child	Pre-screening fee Fixed Agency data base fee Dept of State Management fee Agency fee 1 1 st installment of foreign country fee Agency fee 2 USCIS fixed fee Agency fee 3 Third party dossier prep fees Certification & Apostille expenses Shipping expenses 2 nd installment of foreign program fee 3 rd installment of foreign program fee	Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable
Family is refused a referral by adoption officials in country at no fault of the agency	Pre-screening fee Fixed Agency data base fee Dept of State Management fee Agency fee 1 1 st installment of foreign country fee Agency fee 2 USCIS fixed fee Agency fee 3 Third party dossier prep fees Certification & Apostille expenses Shipping expenses 2 nd installment of foreign program fee 3 rd installment of foreign program fee	Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable
Foreign officials or facilitators cancel assignment after family accepts child and offers no 2nd referral	Pre-screening fee Fixed Agency data base fee Dept of State Management fee Agency fee 1 1 st installment of foreign country fee Agency fee 2 USCIS fixed fee Agency fee 3 Third party dossier prep fees Certification & Apostille expenses Shipping expenses 2 nd installment of foreign program fee 3 rd installment of foreign program fee	Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable Non-Refundable
USCIS does not approve visa for child in country of adoption	Pre-screening Fee Fixed USCIS Fee Fixed Agency Fee Entire foreign country fee Post-adoption/placement report Escrow (\$1,600.00)	Non-Refundable Non-Refundable Non-Refundable Non-Refundable Refundable*
Post-adoption/post-placement reports pre-paid to Global which are not needed due to adoption not completed.	Pre-paid post-adoption/placement reports paid to the AGENCY	Refundable*

***All Fees paid are Non-Refundable once paid,** with the exception of the post-adoption/placement Escrow and the pre-paid fee for post-adoption/placement reports, if the adoption does not occur or the process is stopped before the adoption.

Travel expenses are Client's direct responsibility and are not refundable or reimbursable by Agency. Any fees paid directly by the Client to a travel service, airline, hotel, 3rd party for travel services, dossier services or any funds not paid directly to the Agency are not refundable by the Agency at any time.

Refundable fees will be returned within sixty (60) days of the completion of the delivery of service. 96.40(h)

Note: The post-adoption/placement report escrow in the amount of \$1,600.00 will be refunded to the family upon completion of all required post adoption reports, provided the reports are apostilled and received in the sending country in a timely manner and that all required paperwork set forth in the Adoption Services Agreement has been submitted to Global.

Applicant _____ Date _____

Co-Applicant _____ Date _____

Rev. 03/2019; 12/2020

SAMPLE

Responding to Complaints and Records and Reports Management

96.41 Procedures for Responding to Complaints and Improving Service Delivery Complaint/Grievance Policy and Procedures

Standard:

- 96.41 (a)** The agency or person has written complaint policies and procedures that incorporate the standards in paragraphs (b) through (h) of this section and provides a copy of such policies and procedures, including contact information for the Complaint Registry, to client(s) at the time the adoption services contract is signed.
- 96.41 (b)** The agency or person permits any birth parent, prospective adoptive parent or adoptive parent, or adoptee to lodge directly with the agency or person signed and dated complaints about any of the services or activities of the agency or person (including its use of supervised providers) that he or she believes raise an issue of compliance with the Convention, the IAA, the UAA, or the regulations implementing the IAA or UAA, and advises such individuals of the additional procedures available to them if they are dissatisfied with the agency's or person's response to their complaint.
- 96.41 (c)** The agency or person responds in writing to complaints received pursuant to paragraph (b) of this section within thirty (30) days of receipt and provides expedited review of such complaints that are time-sensitive or that involve allegations of fraud.
- 96.41 (d)** The agency or person maintains a written record of each complaint received pursuant to paragraph (b) of this section and the steps taken to investigate and respond to it and makes this record available to the accrediting entity or the Secretary upon request.
- 96.41 (e)** The agency or person does not take any action to discourage a client or prospective client from or retaliate against a client or prospective client for: making a complaint; expressing a grievance; providing information in writing or interviews to an accrediting entity on the agency's or person's performance; or questioning the conduct of or expressing an opinion about the performance of an agency or person.
- 96.41 (f)** The agency or person provides to the accrediting entity and the Secretary, on a semi-annual basis, a summary of all complaints received pursuant to paragraph (b) of this section during the preceding six months (including the number of complaints received and how each complaint was resolved) and an assessment of any discernible patterns in complaints received against the agency or person pursuant to paragraph (b) of this section, along with information about what systemic changes, if any, were made or are planned by the agency or person in response to such patterns.

96.41 (g) The agency or person provides any information about complaints received pursuant to paragraph (b) of this section as may be requested by the accrediting entity or the Secretary.

96.41 (h) The agency or person has a quality improvement program appropriate to its size and circumstances through which it makes systematic efforts to improve its adoption services as needed. The agency or person uses quality improvement methods such as reviewing complaint data, using client satisfaction surveys, or comparing the agency's or person's practices and performance against the data contained in the Secretary's annual reports to Congress on intercountry adoptions.

Technical Guidance:

E.6: No 30-day deadline for receiving complaints.

Question: We would like to specify in our complaint procedures that signed, dated complaints must be sent within 30 days of the disputed matter. Is it allowable for us to specify a given timeframe for complaints to be filed?

Response: No, a 30-day deadline conflicts with the requirements of 96.41(b). The regulations do not directly address the timeframe during which an agency or person must receive a complaint. However, section 96.41(b) specifies that the agency or person must

“...permit any birth parent prospective adoptive parent or adoptive parent, or adoptee to lodge directly with the agency or person signed and dated complaints about any of the services or activities of the agency or person that he or she believes raise an issue of compliance with the Convention, the IAA, or the regulations implementing the IAA...”

Practically speaking, an agency or person that institutes a 30-day statute of limitations on complaints will prevent parties who have an otherwise qualifying complaint from lodging it directly with the agency or person, because the timing associated with intercountry adoption milestones does not necessarily lend itself to making an informed complaint within 30 days of a “disputed matter” (depending on how the agency defines that term) (e.g., it is unlikely that an adoptee would truly be able to lodge a complaint within 30 days of a precipitating event). At the very least, such a deadline would certainly discourage the very complaints the standard requires agencies and persons to directly accept. Therefore, while we understand the agency’s desire to set a timeframe for accepting complaints, a 30-day deadline conflicts with the requirements of 96.41(b).

96.41 (b)-(e)

E.6a

- **Complaints about conduct in non-Convention cases.** (*Global is aware that the UAA effectively requires agencies to treat all cases as Convention cases.*)
- **Lawsuits against complainants making public statements against an ASP.**

Questions:

Do the provisions in 96.41 cover complaints about ASP conduct in non-Convention cases? Must ASPs respond to complaints about their conduct in non-Convention cases?

Response: 96.41(b) broadly permits a birth parent, prospective adoptive parent, adoptive parent, or adoptee to lodge signed and dated complaints directly with an agency or person. Note that 96.41(b) does not limit such complaints to Convention cases, but does require that the complainant believes that the activities of the agency or person raise issues of compliance with the Convention standards. Thus, activity in non-Convention cases that raise significant questions regarding an agency or persons ability to comply with Convention standards fall within 96.41(b) if the agency or person that is the subject of the complaint is also a Hague accredited or approved provider. The complainant needs to state the connection to the Convention, the IAA and/or the regulations in her/his written complaint. If an agency or person receives a complaint that does not expressly allege lack of compliance with the Convention standards, but on its face any elements of the complaint do in fact support such a connection, the agency or person should advise the complainant that the complaint must state the connection to the Convention, the IAA and the regulations in order to be actionable under 22 CFR 96.41. Under 96.41(c) and (d) the agency must respond to and maintain a record of any such complaints.

Question: Can an agency sue a complainant for publicly posting defamatory statements on the Internet or elsewhere and not run contrary to the provisions of 96.41 (d) concerning discouraging complaints and retaliating when clients make complaints?

Response: 96.41(e) limits its provisions to “clients” or “prospective clients” of accredited agencies or approved persons, but imposes a general obligation not to discourage complaints or retaliate against clients or prospective clients for “making a complaint; expressing a grievance; providing information in writing or interviews to an accrediting entity on the agency’s or person’s performance; or questioning the conduct of or expression an opinion about the performance of an agency or person.” However, as long as any suit is brought in good faith, 96.41(e) does not limit an agency’s remedies under other, generally applicable law. For instance, state law concerning libel and slander may provide a cause of action for public false statements, including those about an agency or person.

Policy:

96.41(a)

Right to make complaint:

This agency recognizes the right of any **birth parent(s), prospective adoptive parent(s) (PAPs), adoptive parent(s), adoptee(s), (“Clients”)** to lodge a complaint or appeal about any of the services or activities of the agency (including use of its supervised providers) that he or she believes **raise an issue of compliance with the Convention, the IAA, the UAA, or the regulations implementing the IAA or UAA.**

Global provides written complaint policies and procedures with a complaint form that incorporate the standards in 96.41 (b)-(h) to clients when they begin receiving services or working with Global. The complaint policies and procedures and complaint form are also included in Global’s website

and Adoption Services Agreement. The policy and procedure and form will also be provided upon request.

Procedures:

96.41(b)

1. Pursuant to Hague Technical Guidance E. 6a, **the complainant must state the connection of the complaint to the Convention, IAA, UAA and/or the regulations in her/his written complaint.** If Global receives a complaint that does not expressly allege lack of compliance with the Convention standards, but on its face any elements of the complaint do in fact support such a connection, the Executive Director will advise the complainant that the complaint must state the connection to the Convention, IAA, UAA, and/or the regulations in order to be actionable under 22 CFR 96.41. The ED determines whether there is a connection to a compliance issue by reviewing the standards related to the complaint and seeking outside counsel when needed.

Determining when a concern/grievance rises to the level of a complaint as defined in 96.41(b) will depend on whether the subject matter is actionable under 22 CFR 96.41. For example, if a client notifies a staff member or agent that an FSP asked for money that is not identified in the Fee Schedule, this constitutes non-compliance with the Convention, IAA, UAA, and/or the regulations implementing them, and should be considered an actionable complaint. If a client expresses a dissatisfaction with customer service, the client should be directed to the Satisfaction Survey but may request a conference with the ED, should they wish.

If the complaint is not resolved amicably, or to the satisfaction of the client, the complaint, signed and dated, may be filed by the client directly with Global about any services or activities of the agency, including supervised providers, that he or she believes raises an issue of compliance with the Convention, IAA, UAA, and/or the regulations implementing the IAA and UAA.

All complaints received by Global, that are filled out in writing, signed, and dated, will be reviewed by the Executive Director, and responded to in writing within 30 days of receipt of such complaint 96.41(c) or less. The ED will provide expedited review of any complaints that are time-sensitive or that involve allegations of fraud. Any complaints received, which are not submitted in writing, signed, and dated, will be responded to directly by the ED to provide the complaint policy and requesting a written, signed and dated complaint.

After complaint is received, the ED will review the complaint and contact the client for any clarification, additional details, or evidence the client may have to substantiate the complaint. The ED will review all submitted material and conduct an investigation to determine the validity of the complaint and what actions are needed to address the complaint. Once a plan of action has been developed and implemented, the resolution will be presented to the client. If the client is dissatisfied with the resolution, they will be advised of the procedure to appeal to the President of the Board of Directors by submitting the original complaint, supporting documentation, resolution proposed by the ED, the basis of the continued dissatisfaction, and desired outcome to Barbara Lawrence, President, via email address barbara.lawrence@adoptglobal.org. The complaint, investigation, plan of action, resolution, and all communication will be documented in the case record and submitted to the AE during the semi-annual report on complaints.

Complaint forms may be submitted as follows:

- As an attachment to an email to the Executive Director, Alaina Springer, LCSW-C, at alaina.springer@adoptglobal.org;
- As an attachment to Global's general email at maryland@adoptglobal.org; or
- In writing through the United States Postal Service addressed to: Global Adoption Services, Inc., Attn: Alaina Springer, LCSW-C, 2046 Rushmore Court, Bel Air, Maryland 21015.

If the Complainant is dissatisfied with the agency's response to their complaint, they may file a complaint directly with the U.S. State Department via the Hague Complaint Registry <https://travel.state.gov/content/travel/en/Intercountry-Adoption/about-adoption-service-providers/hague-complaint-registry.html> about any services or activities of the agency or person, including supervised providers, that he or she believes raises an issue of compliance with the Convention, the Intercountry Adoption Act (IAA), the UAA or the regulations implementing the IAA and UAA.

2. Global receives a signed, dated, and written complaint via email, or regular mail via one of the following methods:
 - As an attachment to an email to the Executive Director, Alaina Springer, LCSW-C, at alaina.springer@adoptglobal.org;
 - As an attachment to Global's general email at maryland@adoptglobal.org; or
 - In writing through the United States Postal Service addressed to: Global Adoption Services, Inc., Attn: Alaina Springer, LCSW-C, 2046 Rushmore Court, Bel Air, Maryland 21015.
3. The complaint is directed to the appropriate staff member, typically the Case Manager or social worker, to address the grievance initially. If no case manager or social worker is assigned, the complainant is forwarded to the Executive Director (ED).

96.41(c)

4. If the complaint is not resolved between the complainant and the assigned staff member, the ED will review and mediate the complaint. The ED will complete an investigation by assessing the situation, talking to the parties involved in the incident or concern, reviewing relevant documentation, and examining any other relevant source of information. This assessment will occur within a timely manner, one which will allow a written response by the ED, which will be provided to the complainant via email and USPS within thirty (30) days or less. If the complaint involves a time sensitive matter, or allegations of fraud, as determined by the ED, the ED will expedite review of the complaint and the investigation will begin within one (1) business day and completed within five (5) business days by reviewing all evidence, contacting all involved parties, conducting interviews, and determining an appropriate course of action within five (5) business days. The ED will consult with the Board, legal counsel, ASP support organizations, or any other resources that may have similar or relevant experience, as needed and available. The ED will keep the President of the Board apprised daily in such a situation.
5. If the complaint is not resolved by the ED, she/he will notify and communicate with the President via email or telephone conference and may meet in person or video conference if further consulting or mediation is needed.

6. If the complaint against an employee appears to have merit after the investigation is completed by the committee, this issue will be addressed with the employee by the ED. The appropriate warning and/or disciplinary action will be enforced up to, and including, termination.
7. If the complaint against a Global exempt or supervised provider has merit after the investigation is completed by the ED, the ED will address the issue with the exempt or supervised provider. The appropriate action taken includes warning to the exempt or supervised provider, or termination of the relationship with the provider.

96.41(d)

8. Complaints will be maintained and managed in the following manner:
 - The ED will maintain a detailed written record of all complaints registered by a complainant and will include the steps taken to resolve the complaint.
 - The record of complaints will be stored within the client's electronic file in OneDrive, the client's eAdopt file, as well as a central file in OneDrive titled "Complaints."
 - The ED will send the response to a complaint to the client's email address, regular mail, and certified mail with return receipt, restricted delivery through the USPS.
 - The record will be made available by the ED or Administrative Assistant to the accrediting entity or Secretary upon request as required by 96.39(e) via the general email address, or as requested.

96.41(e)

9. Global will not take any action to discourage complaints or retaliate against a complainant for making a complaint. Global ensures this by doing the following:
 - Global staff are trained to not discourage complaints by reviewing policy and procedure and encouraging them to share feedback from clients.
 - Discussing cases during group or individual supervision.
 - Reviewing client feedback on Satisfaction Surveys.
 - Global maintains an agency culture of viewing complaints as an opportunity to improve the quality of services being provided. Feedback from our clients is shared with our Board of Directors at every quarterly meeting for quality assurance purposes.

96.41(f)(g)

10. Providing information to the AE and Secretary
 - The Administrative Assistant will provide the accrediting entity, on a semi-annual basis, a summary of all complaints received during the preceding six (6) months with information on the number of complaints received and how each complaint was resolved and an assessment of any discernible patterns in complaints received against our agency, along with information about what systemic changes, if any, were made or are planned by our agency in response to such patterns.
 - The AA is responsible for reporting the complaints and preparing the self-reporting documents.
 - The AA reviews IAAME Policy 004 and any other applicable guidance or requirements on the 1st of each month as reminded through Outlook.
 - Responses to requests from the Secretary will be provided by the AA via the general email address, or as requested.

96.41(h)

11. Global has a quality improvement program to systematically improve our services by
- reviewing complaint data at the quarterly board meetings;
 - providing client satisfaction surveys to the client(s) and following up with the clients should the clients not return the survey;
 - evaluating employee performance;
 - evaluation of any complaints received will assist improving the quality of agency services; and
 - meeting with Global's FSPs to discuss families who are processing to determine if any quality improvement needs to be implemented.

Feedback is stored in OneDrive in a folder titled "Quality Assurance."

Effective December 1, 2012

Rev. 09/22/16, 01/24/17, 07/17/18, 03/26/19, 05/26/2021

**Global Adoption Services, Inc.
Complaint Reporting Form**

Complaint forms may be submitted as follows:

- As an attachment to an email to the Executive Director, Alaina Springer, LCSW-C, at alaina.springer@adoptglobal.org;
- As an attachment to Global’s general email at maryland@adoptglobal.org; or
- In writing through the United States Postal Service addressed to: Global Adoption Services, Inc., Attn: Alaina Springer, LCSW-C, 2046 Rushmore Court, Bel Air, Maryland 21015.

Name(s): _____

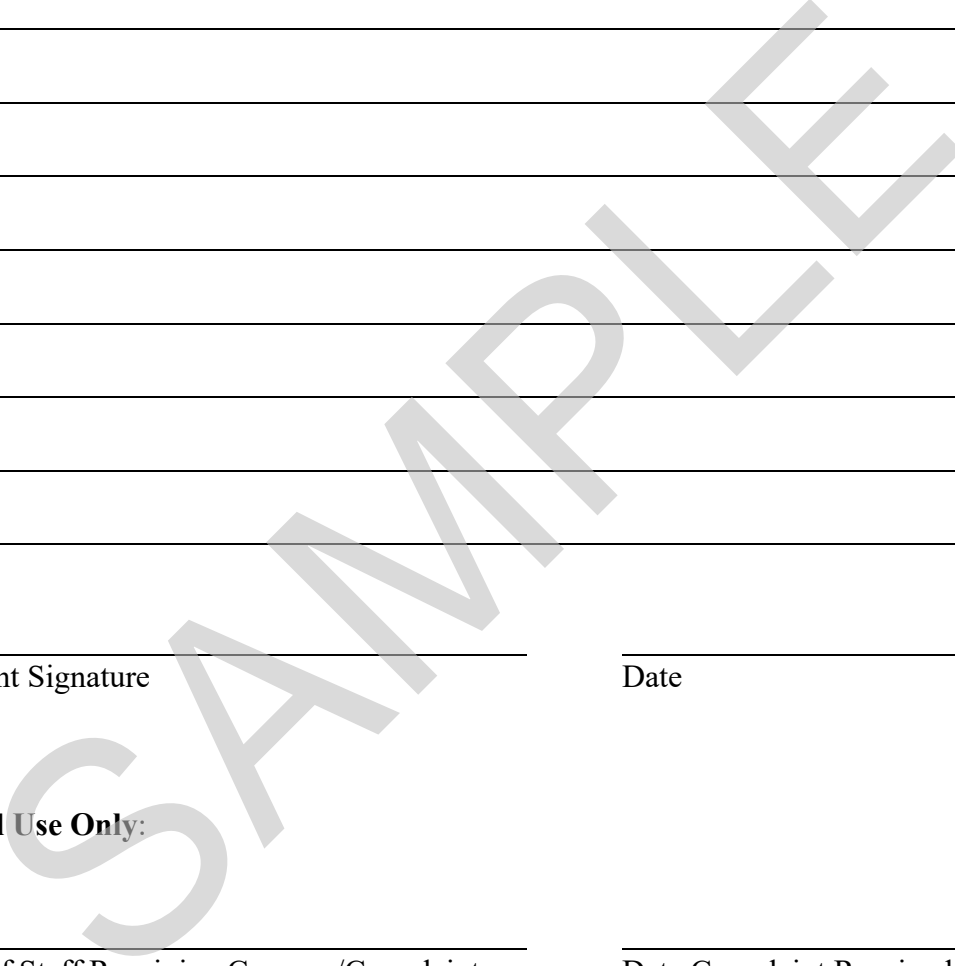
Address: _____

Email: _____

Phone Number: _____ Cell Number: _____

Describe your complaint and how it relates to the Convention, the IAA, the UAA, or the regulations implementing the IAA or UAA. (Attach additional sheets if needed):

Please describe how you would like to see your complaint resolved? (Attach an additional sheet if needed):



Complainant Signature

Date

For Global Use Only:

Signature of Staff Receiving Concern/Complaint

Date Complaint Received

Actions taken:

Comments:

ATTACHMENT D to Adoption Services Agreement

Statement of Understanding of International Adoption Risks

Expectations

During the adoption process there are factors beyond the agency's control that may affect your adoption process. This will cause a change with regards to your expectations and may include one or more of the following:

1. Adopting a particular child;
2. the physical/mental health/social background and/or status of the child;
3. time frames for the completion of the adoption;
4. travel arrangements;
5. adoption fees and or expenses associated with the adoption process; and,
6. undetermined factors.

Due to the myriad of people, agencies, legal requirements, cultural differences, language differences, the politics of adoption, etc. international adoptions are very complex. It is the exception to the rule to have a flawless international adoption. You must be emotionally prepared for whatever may come your way and understand the risks and uncertainties with adopting a child from a foreign country. Although Global Adoption Services, Inc. cannot predict what complexities may occur during your case, we will try to facilitate your case as smoothly as possible.

Global Adoption Services, Inc. facilitates the adoption process and helps families navigate the adoption procedures for a particular country. There are many factors outside the agency's control and therefore, Global Adoption Services, Inc. cannot guarantee the actions of any other agency or person or entity involved with your adoption. This includes the U.S. Citizenship and Immigration Services (USCIS), foreign attorneys and other foreign assignment sources, the foreign Central Authority, the foreign courts, adoption officials, orphanages, foreign facilitators and associates and U.S. state government and courts.

There are several approvals in the adoption process. In order to complete an adoption, you must be approved by Global Adoption Services, Inc. by your home study agency (if different from Global Adoption Services, Inc.), by the USCIS, and by foreign country adoption officials. Because of these issues, Global Adoption Services, Inc. cannot guarantee the placement of a child with your family.

Once you have committed to adopting from a particular country, your window of opportunity may change. Adoption in the country may dramatically slow down or the country may close adoptions for a particular period of time or even permanently. We will do our best to anticipate and inform you of alternatives available to you in the event that this happens in the country you have chosen to adopt from. International adoption is closely tied to national and international politics. When the political climate changes, sometimes it can affect that country's adoptions. This could impact your adoption at any point in the process.

Loss of Child Assignment

You may be assigned a child by a country and subsequently lose the assignment of that child for one of several reasons:

1. The child could become too ill for placement, or it is discovered that the child has conditions that you feel that you cannot parent;
2. The child could not be made legally free within an adoptive family's timeframe or within the country's window of opportunity. Sometimes the agency is aware of legal issues that can stall or end an adoption of a particular child, but most times we do not or the information we were initially given was inaccurate;
3. The foreign central authority or foreign governmental entity who assigns the child may withdraw the assignment of the child with or without explanation. This may be due to local or national politics, a change in officials, increased sensitivities regarding international adoptions, birth family relatives, or nationals coming forward for the child (rare but it does happen).
4. The country may after review of your dossier, feel it is not in the best interest of a particular child to be placed with your family.
5. The child may change their mind about adoption and refuse to be adopted if they are over the age of consent in their country of origin. Children that are referred for adoption do sometimes change their minds and decide they do not want to be adopted. They may also change their mind while you are in process of adopting them. A child's change of mind can sometimes happen during, or after, the first trip of the adoption process. In some cases, children realize this once your adoption has been completed. These children are confused and the impact of leaving all that they have ever known (culture, family/foster family, language, friends), may hit them during or after the adoption. While the sending country can (and in many cases does) refer the child to a psychologist when deemed necessary, the inability to bond to a family may be too strong for the child to make a full commitment. Although having a child change their mind during the adoption process is disappointing, emotionally and financially hurtful, and stressful to the adoptive family, the fact that this occurs prior to the adoption being finalized is positive. If the child cannot bond to the adoptive family, there will be significant and serious post adoption issues.

If you lose the assignment of a child, an acceptable second child match may or may not be available immediately. Even if a child match is available, it may take a while to finish the adoption process (this varies greatly by country). Although Global Adoption Services, Inc. will work diligently to advocate in your behalf, Global Adoption Services, Inc. cannot guarantee the length of time it will take for you to receive another child assignment or that you will receive one, although that is unlikely. If you lose the assignment of a child and are given and accept another referral, the agency fees you have paid are transferred to the new case. There are no additional agency fees. You are paying for the agencies service to help you adopt, not for a particular child.

Timeframe

Your adoption process could take longer than you originally expected due to changes in:

1. The political environment in the foreign country
2. The sensitivity of the foreign public regarding international adoptions.
3. The slowness of the courts and the availability of court dates
4. Adoption bureaucracy leadership.
5. Many families may be ahead of you and the attorney cannot successfully manage too many families.

6. The court may not terminate the parental rights of a child/ren or declare the child/ren free for international adoption in a timely manner.
7. Other unknown factors.

If the delay is post adoption, the child you adopted internationally could develop some sort of medical problem while waiting for you to bring him/her home or while being hosted in your home. This may necessitate your paying for medical expenses and emotionally coping with the situation long distance.

Child's Information

The child's information presented to you at the time of assignment for the child you adopt internationally in many cases is incomplete and/or inaccurate. This includes, present and past histories of medical, psychological, educational, social, background, family, family relations, legal status, etc. Medical/psychological/behavioral situations may be over or under diagnosed. The differences in medical, psychological and social terminology used by foreign medical personnel, officials and US physicians may be different and may cause you to be over or under anxious when accepting an assignment. Third world and poor countries typically do not keep good and/or accurate records. Diagnoses often go on the child's record but are often never removed, especially things related to the child's birth which have subsequently resolved. The child's relationship with his/her birth family, friends and culture may not be accurately portrayed. The foreign country may simply not have a lot of information and therefore information provided is not what you might want or expect. Orphanages and foster homes may present the child accurately or inaccurately depending on how they feel about adoption, the child, you as adoptive parents, or their belief of how offering information may affect their job. It is important to know that you and GLOBAL are dealing with a foreign culture and cannot influence that culture and government. A child may test negative for a particular lab test in-country and positive at home in the US. A child may also test positive for a particular lab test and negative at home in the US. It is extremely important for you to choose a medical professional/international adoption specialist with expertise in evaluating children available for adoption to assist you during the assignment process in order to minimize these risks.

Child's Behavior/Emotional/Physical and Psychological State

Internationally adopted children come with a past. Children are placed in orphanages or foster families for a reason. Children are not in orphanages because they come from intact and healthy families. Quite the contrary. They come from situations that are often very serious and traumatic in nature. Being placed in an orphanage or foster home can exacerbate the situation for these children and present its own set of problems. GLOBAL believes that all adopted children from a foreign county have special needs and that all adoption placements will have a period of transition that may require services from professionals. It is very important that you read and understand the document given to you by GLOBAL when you submitted your pre-screening form entitled: Policy On Parental Preparation For International Adoption.

Legal Issues

Global Adoption Services, Inc. does not assign children and NEVER guarantees your adoption of a particular child or even the adoption of a child. Only a Central Authority in the foreign country and the Orphan's court can do so. The Central Authority typically assigns children whom its foreign sources believe can be successfully adopted. This includes children with

known and unknown special needs. (Global believes that all children adopted from foreign governments are considered children with special needs secondary to their placement in state care and/or potential medical and social issues and that prospective adoptive parents have the sole responsibility to prepare themselves with knowledge and resources over and above what is required by their state, agency, sending country, the Universal Accreditation Act of 2012 (UAA), the Intercountry Adoption Act of 2000 (IAA) and the Hague Convention on Inter-country adoption. It is possible that unresolved legal situations may arise during the adoption process which may make the child no longer available for adoption. (UAA)Legal availability cannot be clarified in some cases because of the lack of resources. Officials have limited time and money and typically will not clarify a child’s legal situation until an adoptive family has accepted the child’s assignment. In other cases, it is a birth relative or national family’s rights at issue.

Immigrant Visa

The US Embassy processing your adopted child’s US immigration visa may find that your child does not meet the USCIS “orphan” definition, or that your family does not meet necessary requirements (i.e. income requirements). This is a rare occurrence. We cannot guarantee that the US government will issue any particular child an immigrant visa.

Fee Changes

Adoption fees may change at any point in the process. You will be notified if there are changes in Global Adoption Services, Inc.’s fees. However, foreign adoption fees may change at any time without any prior notice. Events causing fee changes or the costs of overall expense of your adoption trip to rise may occur at any time. The economics of supply and demand, inflation, costs of things such as fuel, or the need for additional adoption services required by new US or foreign regulations, may cause prices or fees for services to rise. Global Adoption Services, Inc. will try to keep you informed of those situations of which it has knowledge and will try to advise you beforehand so that you can plan accordingly.

Undetermined Factors

While Global Adoption Services, Inc. tries to present its families with the many scenarios and risks that can occur with an international adoption, it is impossible to anticipate every risk. There may be problems, delays, closures, etc., that we cannot anticipate, educate you about or plan for. You as adoptive parent(s) must be prepared to accept that international adoption can encounter problems. In international adoption, the adoptive families must “expect the unexpected”. You must prepare yourselves for whatever may come your way.

We/I, as adoptive parent applicant(s), have read and understand these risks. We/I are/am willing to pursue an international adoption considering these risks. We fully understand that this document will become a part of the agency Adoption Services Agreement.

Signature of Applicant

Printed Name

Date

Signature of Co-Applicant

Printed Name

Date

ATTACHMENT E to Adoption Services Agreement

EMERGENCY CONTACT INFORMATION
(Return to Global)

During the time I am/we are traveling overseas to adopt a child, I/we _____
_____ hereby designate the following
individual(s) in the USA to be our contact person(s) in the event there is an emergency or to
provide needed information.

Name(s) _____

Address _____

Home Phone _____ Cell _____

Email _____

I/We, hereby authorize GLOBAL to be in contact with the above during any of our stays in the
placing country.

Applicant's signature

Date

Co-Applicant's signature

Date



ATTACHMENT F to Adoption Services Agreement
SERVICE PLAN - Bulgaria

Date of Service Plan _____
(this service plan is a living document – changes and edits may be made at any time)

Prospective Adoptive Mother:	Jane Doe
Prospective Adoptive Father:	John Doe
Home Study Agency/Person	<i>Name of agency and home study provider, address, email, phone</i>
The agency or person responsible for performing the background study of the prospective adoptive parents pursuant to 8 CFR § 204.3 and/or completing post-adoption reports as directed by the Country of Origin.	
Adoption Service Provider/ Primary Provider Agency	Global Adoption Services, Inc.
ASP/PPA means the accredited agency or approved person that is identified pursuant to section 96.14 is responsible for ensuring that all six adoption services are provided and for supervising and being responsible for supervised providers where used.	
Your Global Adoption Case Manager	
Means your primary contact at Global Adoption Services, Inc.	
Country of Adoption	Bulgaria
Country from which the PAPs are adopting.	
Supervised Providers (foreign or domestic) (NGO, individual, and/or US home study/post-adoption agency)	

Means any agency, person, or other non-governmental entity, including any foreign entity, regardless of whether it is called a facilitator, agent, attorney, or by any other name, that is providing one or more adoption services in an intercountry adoption case under the supervision and responsibility of an accredited agency or approved person that is acting as the primary provider in the case.	
Exempted Providers	US home study/post-adoption agency
Means a social work professional or organization that performs a home study on prospective adoptive parent(s) or a child background study (or both) in the United States in connection with an intercountry adoption (including any reports or updates), but that is not currently providing and has not previously provided any other adoption service in the case.	
Public Domestic Authorities	The Social Assistance Directorate in Bulgaria is responsible for securing TPR.
Means an authority operated by a national or subnational government of a foreign country.	
Competent Authorities	Sofia City Court
Means a court or governmental authority of a foreign country that has jurisdiction and authority to make decisions in matters of child welfare, including adoption.	
Central Authorities	US Department of State; Department of International Legal Child Protection and Intercountry Adoptions Ministry of Justice
Means the entity designated as such under Article 6(1) of the Convention by any Convention country, or, in the case of the United States, the United States Department of State. In countries that are not Convention countries, Central Authority means the relevant competent authority as defined in this section.	
Public Foreign Authorities	Ministry of Justice of Republic of Bulgaria Department of International Adoption and International Protection of Children
Means an authority operated by a national or subnational government of a foreign country.	

WHAT IS A SERVICE PLAN?

As outlined in the Hague Convention, the Intercountry Adoption Act of 2000 (IAA) and the Universal Accreditation Act of 2012 (UAA), a service plan lists the six (6) adoption services, who is responsible for performing them, and how and when they are performed. Those adoption services are as follows:

- Identifying a child for adoption and arranging an adoption;
- Securing the necessary consent to termination of parental rights to adoption;
- Performing a background study on a child or a home study on a prospective adoptive parent(s), and reporting on such a study;

- Making non-judicial determinations of the best interests of a child and the appropriateness of an adoptive placement for the child;
- Monitoring a case after a child has been placed with prospective adoptive parent(s) until final adoption; or
- When necessary because of a disruption before final adoption, assuming custody and providing (including facilitating the provision of) child care or any other social service pending an alternative placement.

	Which Adoption Service is being performed?	Who is responsible for the service?	Where is the service implemented	When is the service implemented?	How is the service performed?
1.	Identifying a child for adoption and arranging an adoption	The Bulgarian Ministry of Justice is the Central Authority for Hague adoptions in Bulgaria. The International Adoption Council within the Ministry of Justice.	Bulgaria	The MOJ also maintains a registry of children available for inter-country adoption. After the MOJ has reviewed the PAP's dossier, a child who meets the criteria expressed by the PAPs, and according to the recommendations in their home study, the MOJ matches the children to the PAPs.	The MOJ provides the adoptive parents, through their Bulgarian accredited agency, photographs of the child and information about the child, including his/her medical and social situation. This information is forwarded to PAP by their Adoption Case Worker when it is received by the FSP, and after translation in Bulgaria. Parents may request additional information and although Global will do its best to procure the information from the MOJ, some or all additional information may not be available.
2.	Securing the necessary consent to termination of parental rights to adoption	The Social Assistance Directorate in Bulgaria is responsible for securing TPR.	Bulgaria	When the Directorate receives voluntary termination (consents to adoption) or involuntary termination.	Termination of parental rights is considered at the request of the parent voluntarily or when it is determined that the parents of the child are deemed unable to parent the child.
3.	Performing a background study on a child or a home study on a prospective	The Adoption Council at the Regional Social Assistance Directorate	Bulgaria	According to the Family Code in Bulgaria, Ord. No. 3,	The background study consists of obtaining medical and social status, photographs, legal status, birth record, birth certificate, consents,

	Which Adoption Service is being performed?	Who is responsible for the service?	Where is the service implemented	When is the service implemented?	How is the service performed?
	adoptive parent(s), and reporting on such a study			Chapter II, Section II, when the Court approves the undertaking of protection measure under the terms of the Child Protection Act and/or Orders for temporary placement issued by the Director of the Social Assistance Directorate.	court orders, personal characteristics, certificate of kinship, statement of opinion from the Social Assistance Directorate regarding child's wish to be adopted abroad, if of age to do so.
		Home study agency	United States	The home study is part of the PAPs' dossier and therefore, should be started when the PAPs make the decision to adopt.	A social worker licensed in the state in which the PAPs live will complete a home study based on required information as established by the state's licensing authority. Such information may include criminal and child abuse background clearances, references, home inspections, financial status, social/familial backgrounds, etc...
4.	Making a non-judicial determinations of the best interests of a child and the appropriateness of an adoptive placement for the child	The Bulgarian Ministry of Justice and The International Adoption Council within the Ministry of Justice	Bulgaria	The FSP provides PAP's registration documents to the MOJ, which alone makes the decision on a match between PAPs and a child available for	The MOJ studies the PAPs' dossier to consider the best interests of a child while searching the Registry of children. Once a suitable match is established, the MOJ will give a referral through the FSP to the PAPs consisting of the child's medical and social background.

	Which Adoption Service is being performed?	Who is responsible for the service?	Where is the service implemented	When is the service implemented?	How is the service performed?
				international adoption and in the child's best interest.	
5.	Monitoring a case after a child has been placed with prospective adoptive parent(s) until final adoption.	<i>This service is not applicable in Bulgaria as the children are not placed with the parents until after final adoption.</i>			
6.	When necessary because of a disruption before final adoption, assuming custody and providing (including facilitating the provision of) child care or any other social service, pending an alternate placement	<i>This service is not applicable in Bulgaria as the children are not placed with the parents until after final adoption.</i>			

I have received and understand this Service Plan. I understand that my/our adoption is a work-in-progress and that unexpected changes or delays, particularly relating to services in a foreign country, may occur. I understand that this plan might be altered as the adoption progress evolves. My signature below acknowledges my agreement with this Service Plan.

Signature Prospective Adoptive Mother _____ Date _____

Signature Prospective Adoptive Father _____ Date _____

Effective December 1, 2012

Rev. 12/11/14; 05/11/2020



ATTACHMENT F to Adoption Services Agreement
SERVICE PLAN - Ukraine

Date of Service Plan _____
(this service plan is a living document – changes and edits may be made at any time)

Prospective Adoptive Mother:	Jane Doe
Prospective Adoptive Father:	John Doe
Home Study Agency/Person	<i>Name of agency and home study provider, address, email, phone</i>
The agency or person responsible for performing the background study of the prospective adoptive parents pursuant to 8 CFR § 204.3 and/or completing post-adoption reports as directed by the Country of Origin.	
Adoption Service Provider/ Primary Provider Agency	Global Adoption Services, Inc.
ASP/PPA means the accredited agency or approved person that is identified pursuant to section 96.14 is responsible for ensuring that all six adoption services are provided and for supervising and being responsible for supervised providers where used.	
Your Global Adoption Case Manager	
Means your primary contact at Global Adoption Services, Inc.	
Country of Adoption	Ukraine
Country from which the PAPs are adopting.	
Supervised Providers (foreign or domestic) (NGO, individual, and/or US home study/post-adoption agency)	<i>Insert</i>

Means any agency, person, or other non-governmental entity, including any foreign entity, regardless of whether it is called a facilitator, agent, attorney, or by any other name, that is providing one or more adoption services in an intercountry adoption case under the supervision and responsibility of an accredited agency or approved person that is acting as the primary provider in the case.	
Exempted Providers (US home study/post-adoption agency or person)	<i>Insert</i>
Means a social work professional or organization that performs a home study on prospective adoptive parent(s) or a child background study (or both) in the United States in connection with an intercountry adoption (including any reports or updates), but that is not currently providing and has not previously provided any other adoption service in the case.	
Public Domestic Authorities	
Means an authority operated by a state, local or tribal government within the United States.	
Competent Authorities (courts)	<i>Enter regional/foreign court</i>
Means a court or governmental authority of a foreign country that has jurisdiction and authority to make decisions in matters of child welfare, including adoption.	
Central Authorities	US Department of State; The Department for the Protection of Children’s Rights and Hosting Programs within the Ministry for Social Policy of Ukraine.
Means the entity designated as such under Article 6(1) of the Convention by any Convention country, or, in the case of the United States, the United States Department of State. In countries that are not Convention countries, Central Authority means the relevant competent authority as defined in this section.	
Public Foreign Authorities	Ministry of Social Policy of Ukraine and the Department of Protection of Children’s Rights and Adoption.
Means an authority operated by a national or subnational government of a foreign country.	

WHAT IS A SERVICE PLAN?

As outlined in the Hague Convention, the Intercountry Adoption Act of 2000 (IAA) and the Universal Accreditation Act of 2012 (UAA), a service plan lists the six (6) adoption services, who is responsible for performing them, and how and when they are performed. Those adoption services are as follows:

- Identifying a child for adoption and arranging an adoption;

- Securing the necessary consent to termination of parental rights to adoption;
- Performing a background study on a child or a home study on a prospective adoptive parent(s), and reporting on such a study;
- Making non-judicial determinations of the best interests of a child and the appropriateness of an adoptive placement for the child;
- Monitoring a case after a child has been placed with prospective adoptive parent(s) until final adoption; or
- When necessary because of a disruption before final adoption, assuming custody and providing (including facilitating the provision of) child care or any other social service pending an alternative placement.

	Which Adoption Service is being performed?	Who is responsible for the service?	Where is the service implemented	When is the service implemented?	How is the service performed?
1.	Identifying a child for adoption and arranging an adoption	Department of Protection Of Children's Rights and Adoption (DPCRA). The Department is a division of the Ministry of Social Policy of Ukraine (MSP).	Ukraine	After the PAPs' dossier has been submitted and approved, an appointment is given to them by the DPCRA.	The DPCRA provides the adoptive parents at the appointment at DPCRA office, photographs of the child and information about the child, including his/her medical and social situation.
2.	Securing the necessary consent to termination of parental rights to adoption	Local office of Children and Family Service	Ukraine in the region in which the child resides.		Termination of parental rights is considered when it is determined that the parents of the child are deemed unable to parent the child.
3.	Performing a background study on a child or a home study on a prospective adoptive parent(s), and reporting on such a study	Local office of Children and Family Service	Ukraine in the region in which the child resides.		The background study consists of obtaining medical and social status, photographs, legal status, birth record, birth certificate, consents, court orders, personal characteristics, certificate of kinship, statement of opinion from the Local Office of Children and Family

	Which Adoption Service is being performed?	Who is responsible for the service?	Where is the service implemented	When is the service implemented?	How is the service performed?
		Home study agency	United States	The home study is part of the PAPs' dossier and therefore, should be started when the PAPs make the decision to adopt.	Service regarding the child's wish to be adopted abroad, if of age to do so.. A social worker licensed in the state in which the PAPs live will complete a home study based on required information as established by the state's licensing authority. Such information may include criminal and child abuse background clearances, references, home inspections, financial status, social/familial backgrounds, etc...
4.	Making a non-judicial determination of the best interests of a child and the appropriateness of an adoptive placement for the child	Department of Protection Of Children's Rights and Adoption	Ukraine	The FSP provides PAP's registration documents to the Department Of Children's Rights and Adoption, which alone makes the decision on a match between PAPs and a child available for international adoption and in the child's best interest.	The Department Of Children's Rights and Adoption studies the PAPs' dossier to consider the best interests of a child while searching the Registry of children. Once a suitable match is established, the Department Of Children's Rights and Adoption will give a referral through the FSP to the PAPs consisting of the child's medical and social background.
5.	Monitoring a case after a child has been placed with prospective adoptive parent(s) until final adoption.	<i>This service is not applicable in Ukraine as the children are not placed with the parents until after final adoption.</i>			

	Which Adoption Service is being performed?	Who is responsible for the service?	Where is the service implemented	When is the service implemented?	How is the service performed?
6.	When necessary because of a disruption before final adoption, assuming custody and providing (including facilitating the provision of) child care or any other social service, pending an alternate placement	<i>This service is not applicable in Ukraine as the children are not placed with the parents until after final adoption.</i>			

I have received and understand this Service Plan. I understand that my/our adoption is a work-in-progress and that unexpected changes or delays, particularly relating to services in a foreign country, may occur. I understand that this plan might be altered as the progress evolves. My signature below acknowledges my agreement with this Service Plan.

Signature Prospective Adoptive Mother _____ Date _____

Signature Prospective Adoptive Father _____ Date _____

Effective December 1, 2012

Rev. 12/11/14; 05/11/2020



ATTACHMENT F to Adoption Services Agreement
SERVICE PLAN – Hong Kong

Date of Service Plan _____
(this service plan is a living document – changes and edits may be made at any time)

Prospective Adoptive Mother:	Jane Doe
Prospective Adoptive Father:	John Doe
Home Study Agency/Person	<i>Name of agency and home study provider, address, email, phone</i>
The agency or person responsible for performing the background study of the prospective adoptive parents pursuant to 8 CFR § 204.3 and/or completing post-adoption reports as directed by the Country of Origin.	
Adoption Service Provider/ Primary Provider Agency	Global Adoption Services, Inc.
ASP/PPA means the accredited agency or approved person that is identified pursuant to section 96.14 is responsible for ensuring that all six adoption services are provided and for supervising and being responsible for supervised providers where used.	
Your Global Adoption Case Manager	
Means your primary contact at Global Adoption Services, Inc.	
Country of Adoption	Hong Kong
Country from which the PAPs are adopting.	
Supervised Providers (foreign or domestic) (NGO, individual, and/or home study/post-adoption agency)	<i>Insert name of any supervised/domestic, NGO, individual, and/or home study/post-adoption agency applicable</i>
Means any agency, person, or other non-governmental entity, including any foreign entity, regardless of whether it is called a facilitator, agent, attorney, or by any other name, that is providing one or more adoption services in an intercountry adoption case under the supervision and responsibility of an accredited agency or approved person that is acting as the primary provider in the case.	
Exempted Providers	<i>US home study/post-adoption agency</i>

Means a social work professional or organization that performs a home study on prospective adoptive parent(s) or a child background study (or both) in the United States in connection with an intercountry adoption (including any reports or updates), but that is not currently providing and has not previously provided any other adoption service in the case.	
Public Domestic Authorities	
Means an authority operated by a state, local or tribal government within the United States.	
Competent Authorities	
Means a court or governmental authority of a foreign country that has jurisdiction and authority to make decisions in matters of child welfare, including adoption.	
Central Authorities	US Department of State; Hong Kong Social Welfare Department (SWD)
Means the entity designated as such under Article 6(1) of the Convention by any Convention country, or, in the case of the United States, the United States Department of State. In countries that are not Convention countries, Central Authority means the relevant competent authority as defined in this section.	
Public Foreign Authorities	Hong Kong Social Welfare Department (SWD)
Means an authority operated by a national or subnational government of a foreign country.	

WHAT IS A SERVICE PLAN?

As outlined in the Hague Convention, the Intercountry Adoption Act of 2000 (IAA) and the Universal Accreditation Act of 2012 (UAA), a service plan lists the six (6) adoption services, who is responsible for performing them, and how and when they are performed. Those adoption services are as follows:

- Identifying a child for adoption and arranging an adoption;
- Securing the necessary consent to termination of parental rights to adoption;
- Performing a background study on a child or a home study on a prospective adoptive parent(s), and reporting on such a study;
- Making non-judicial determinations of the best interests of a child and the appropriateness of an adoptive placement for the child;
- Monitoring a case after a child has been placed with prospective adoptive parent(s) until final adoption; or
- When necessary because of a disruption before final adoption, assuming custody and providing (including facilitating the provision of) child care or any other social service pending an alternative placement.

ADOPTION SERVICES	WHO IS RESPONSIBLE	THINGS TO KEEP IN MIND																		
<p>1) Identifying a Child and Arranging for Adoption.</p>	<p>The Central Authority of Hong Kong, Social Welfare Department (SWD), is the only body that has the responsibility for identifying children for adoption in Hong Kong. A child is confirmed to be free for adoption by providing: (a) Form 4A – General consent of parent to the adoption of an infant, & (b) Statutory Declaration. Global Adoption Services, Inc. is not responsible for identifying a child and arranging for an Adoption.</p> <p>Your home study social worker, your Foreign Program Coordinator, and ISSHK Facilitators will all work together with you and the Hong Kong in completing your adoption journey from initial contact to your welcome home, as well as providing supports to you and your family after adoption.</p> <table border="1" data-bbox="537 816 1331 1390"> <tr> <td>Your Home Study Agency</td> <td></td> </tr> <tr> <td>Address</td> <td></td> </tr> <tr> <td>Phone #</td> <td></td> </tr> <tr> <td>Social Worker</td> <td></td> </tr> <tr> <td>Email</td> <td></td> </tr> <tr> <td>Placing Agency</td> <td>Global Adoption Services, Inc.</td> </tr> <tr> <td>US Coordinator</td> <td>Judy Williams/Shelley Bedford (410) 569-9384 maryland@adoptglobal.org</td> </tr> <tr> <td>Facilitator in Hong Kong</td> <td></td> </tr> <tr> <td>Contact Info</td> <td></td> </tr> </table>	Your Home Study Agency		Address		Phone #		Social Worker		Email		Placing Agency	Global Adoption Services, Inc.	US Coordinator	Judy Williams/Shelley Bedford (410) 569-9384 maryland@adoptglobal.org	Facilitator in Hong Kong		Contact Info		<p>International Social Service Hong Kong Branch (ISSHK) facilitates the adoption for the adoptive parents. The SWD sends child referrals to ISSHK for arrangement of overseas adoption. ISSHK is responsible for screening the referral which includes visiting the child and assessing his/her needs; compiling the child's profile and study report; and sending the child's profile to overseas adoption agencies to recruit families.</p>
Your Home Study Agency																				
Address																				
Phone #																				
Social Worker																				
Email																				
Placing Agency	Global Adoption Services, Inc.																			
US Coordinator	Judy Williams/Shelley Bedford (410) 569-9384 maryland@adoptglobal.org																			
Facilitator in Hong Kong																				
Contact Info																				

<p>2) Securing the Consents for Termination of Parental Rights (TPR) to Adoption.</p>	<p>The SWD in Hong Kong is responsible for securing the consent for adoption by obtaining (a) Form 4A – General consent of parent to the adoption of an infant, and/or & (b) Statutory Declaration for the child.</p> <p>Global Adoption Services, Inc. is not responsible for securing the consents for termination of parental rights to adoption.</p>	<p>Although children are placed in institutional and governmental care in Hong Kong because their biological parents have not chosen to or are unable to parent the child, not all children in state care are eligible for adoption. Some have parents who have not relinquished their rights but may be willing to. Others may have parents who have terminated their rights, but the child’s extended family members such as grandparents have not. This process is normally secured before any child is released for international adoption. Although not typical, there may be periods of weeks to months where the court officials attempt to secure TPR and release a child for international adoption prior to any referral to the PAPs.</p>
<p>3) Performing a Home Study on the Prospective Adoptive Parents (PAP), OR</p>	<p>The prospective adoptive parents will need to secure a licensed and experienced adoption or home study agency who can work with them in the state in which they reside. In Maryland, Global Adoption Services, Inc. can provide you with a home study social worker or you may choose to retain your own.</p>	<p>A Home Study should be completed within 90 days if at all possible. In the State of Maryland, 120 days is allowable by law. If you are using an agency other than Global for your home study, that agency must communicate and coordinate with Global and the Director of that agency must sign an Inter-agency agreement to provide post-placement monitoring and reporting and provide a certified copy of the agency license. If your home study agency is Hague</p>

<p>Performing a Background Study on the Child.</p>	<p>ISSHK is responsible for performing the background study on the child. ISSHK will forward a comprehensive Child Study Report for the PAPs, through Global, for consideration. Parents may request additional information and although Global will do its best to procure the information, some or all additional information may not be available.</p>	<p>Accredited, they must provide a copy of their Hague Accreditation Certificate. If your home study agency is not Hague Accredited, Global will review and approve your home study according to USCIS requirements.</p> <p>PAPs are strongly encouraged to have all medical and social information reviewed by a medical doctor with experience in Hong Kong and/or international adoption of their choosing. Global can help parents to find such medical doctors. These doctors have no affiliation with Global and receive no incentive from Global to review the child's history. There may be a cost for this service, so PAPs are encouraged to make an informed choice. PAPs have two weeks to review this information before a referral is withdrawn.</p> <p>Some information requested or desired by PAPs may simply not be available, although Global will make every attempt to obtain.</p>
<p>4) Making the determination of a child's best interests and of the appropriateness of an adoptive placement.</p>	<p>ISSHK is responsible for making the initial determination of a child's best interest and of the appropriateness of an adoptive placement.</p>	<p>ISSHK will screen the adoptive families and match the child with the most suitable family upon review of the family's home study. Once ISSHK determines a match with a child, the PAPs send their application dossier (home study and all required supporting documents) to ISSHK. ISSHK then screens the application and will request supplementary information if needed. Once</p>

		<p>the screening is complete and the PAPs accept the referral, ISSHK sends the application and dossier to the SWD for matching approval. The SWD may ask for additional information. Once the SWD has giving approval, the SWD will prepare for court proceedings. If the PAPs decide to defer the referral, their dossier will be placed back to the adoption pool of applicants.</p> <p>ISSHK will prepare the child for adoption by introducing the adoptive family through pictures, information, and communication, if possible. ISSHK will also try to familiarize and orientate the child with the style of living and habits of the future home. The PAPs will petition for the child's entry to the United States. ISSHK will prepare all the required documents for the issuance of the child's visa and travelling.</p>
<p>5) Monitoring the child and family after placement and before final adoption.</p>	<p>ISSHK is responsible for monitoring the child and family after placement. The PAPs would not have custody of the child any time prior to final adoption.</p>	<p>The final court order is issued by the Court in Hong Kong prior to placement of the child. PAPs are highly encouraged to come to Hong Kong to pick up their child. Should circumstances not allow, ISSHK will arrange for the child to be escorted at the PAP's expense. Expenses for an escort include, but are not limited to, airfare for the child and escort, lodging, per diem, and miscellaneous expenses.</p>

<p>6) Assuming custody of a child because of disruption, pending alternate placement.</p>	<p>Parents should contact their in-country facilitator with ISSHK and Global if they feel that they cannot proceed with their adoption while in Hong Kong. PAPs should contact their home study agency and Global if disruption of the adoption occurs in the United States. Global will notify ISSHK and the SWD should a disruption occur.</p>	
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I have received and understand this Service Plan. I understand that my/our adoption is a work-in-progress and that unexpected changes or delays, particularly relating to services in a foreign country, may occur. I understand that this plan might be altered as the progress evolves. My signature below acknowledges my agreement with this Service Plan.

Signature Prospective Adoptive Mother _____

Date _____

Signature Prospective Adoptive Father _____

Date _____

INFORMATION DOCUMENT REGARDING INSURANCE:

THE LAW THAT REQUIRES COVERAGE OF AN ADOPTED CHILD AT THE TIME OF PLACEMENT FOR THE PURPOSE OF ADOPTION

The Omnibus Budget Reconciliation Act of 1993 (OBRA 93), Public Law 103-66, amended the Employee Retirement Income Security Act of 1974 (ERISA). **The amended law requires that any group health plan which provides coverage for dependent children must provide benefits to a child placed for adoption under the same terms and conditions as apply to a child who is the biologic child of a plan participant. OBRA 93 specifically eliminated any requirement that the adoption be finalized in court before there is coverage.** The new law also prohibits carriers from restricting coverage of adopted children on the basis of a preexisting condition. The changes implemented by OBRA 93 apply to the medical benefit plans of all employers subject to ERISA. Since ERISA covers almost all employers except government employers, OBRA 93 provided broad coverage to families with adopted children.

Please see the article BELOW.

If you have any questions, please contact your STATE INSURANCE COMMISSIONER for assistance with compliance.

<http://personalinsure.about.com/cs/statecommissioners/a/blcommissioners.htm>

ARTICLE : THE OMNIBUS BUDGET RECONCILIATION ACT OF 1993

The Omnibus Budget Reconciliation Act of 1993 added a new Section 609(c) to the Employee Retirement Income Security Act of 1974 (ERISA). This new Section requires that any “group health plan” that provides coverage for dependent children of plan participants for adoption under the same terms and conditions as apply in the case of a dependent child who is the “natural” child of a plan participant.

This requirement applies irrespective of whether the adoption has become final. Additionally, an employer’s group health plan may not restrict coverage of any dependent child adopted by a participant or placed with a participant for adoption solely on the basis of a preexisting condition of such child at the time that such child otherwise would become eligible for coverage under the plan, if the adoption or placement for adoption occurs while the participant is eligible for coverage under the plan. The law protects children who have not attained age 18 as of the date of the adoption or placement.

“Group health plans” include the health and medical benefit plans of virtually every employer that is subject to ERISA in the United States. Group health plans include both plans that are self-insured by the employer and fully insured plans, under which benefits generally are provided directly by an insurance company. Employers that are not subject to ERISA are governmental employers (which would be subject to state or federal laws governing coverage and “churches” (which could include church-sponsored organizations such as hospitals). Note: The Health Insurance Portability and Accountability Act of 1996, (HIPAA), described below, extended similar requirements to employers and plans not covered by ERISA.

For your adopted children to be entitled to coverage under your employer's medical benefit plan you must be a plan participant and you must otherwise be eligible to elect family coverage under the plan. You must follow all other applicable requirements for coverage under the plan. There still could be circumstances and plans under which your adopted child would not be eligible for medical coverage or would be subject to an exclusion of coverage for a preexisting condition. For example, if you adopted a child at a time when you were not eligible to elect coverage under an employer's medical plan, any preexisting condition clause in your new employer's plan could be applicable. Finally, any exclusions or limitations that apply to all participants and dependent children under an employer's medical plan would also apply to adopted children; the plan need not provide coverage to adopted children that is better than the coverage provided to other children. (Note: HIPAA greatly reduced health plans' and insurers' abilities to apply preexisting condition exclusions to any covered person.)

The Health Insurance and Accountability Act of 1996

HIPAA also amended ERISA to improve the rights of adopted children and their parents to health insurance benefits. Specifically, HIPAA requires that an employer's group health plan offer special election rights to an employee who acquires a dependent child through birth or adoption. The plan must offer the employee the right to enroll this new dependent in the plan immediately.

Labor Department Opinion

In February 1994, the US Department of Labor issued a formal opinion letter to Mike Melbinger explaining its interpretation of the extent of coverage required by the law. Most of their interpretation supported the needs of adoptive families.

For example, a whole group of questions centered around infant adoption. The Labor Department opinion stated that birth expenses of a child generally distinguish which expenses belong to which individual as part of their plan. Labor also clearly stated that expenses for children born prematurely are the responsibility of the insurer just as they would be for any birth child.

The department also confirmed that children newly adopted or placed for adoption are not subject to waiting periods during which their health care needs are not paid for by the plan. Basically, adopted children are treated as newborns, with coverage beginning at the time they enter the family. Labor also included in the full extent of the law children adopted internationally, who must be treated the same as those living in the United States as long as the parties to their adoption agreement are all based in the United States. (i.e. the family, the agency, and the insurer).

And finally, even if an adoption does not finalize and the child is returned to the custody of an agency, health care providers cannot require families to reimburse health expenses paid during the placement provided the employee requests enrollment within 30 days of adoption or placement.

HIPAA also extended the requirement that group health plans not discriminate against adopted children to governmental employers and insurers.

**ATTACHMENT H to Adoption Service Agreement
PRE-PAID POST-ADOPTION/POST-PLACEMENT REPORT FEE**

Home study client(s) _____

Re: Name(s) of child(ren) to be adopted:

**CONFIRMATION OF RECEIPT OF PRE-PAID
POST-ADOPTION/POST-PLACEMENT REPORTS**

This will confirm that the above individual(s) **has/have** pre-paid this agency for post-adoption/post-placement reports regarding the adoption of the following child(ren):

The amount received by this agency from the above listed home study client(s) is equal to the cost to complete four (4)* post-adoption/post-placement reports according to the home study agency's Fee Schedule. In the event the home study agency's Fee Schedule is modified after the date this document was executed, it is understood that the home study client(s) will be responsible for paying the home study agency the difference in cost for completing the post-adoption/post-placement reports.

**CONFIRMATION HOME STUDY CLIENT(S) HAS NOT/HAVE NOT
PRE-PAID POST-ADOPTION/POST-PLACEMENT REPORTS**

This agency/person does not accept pre-paid post-adoption/post-placement report fees.

This home study agency understands that Global Adoption Services, Inc. (Global) will collect the amount equal to the cost to complete four (4)* post-adoption/post-placement reports according to the home study agency's Fee Schedule, or \$_____. Global will pay the home study agency for each post-adoption/post-placement report once completed. In the event the home study agency's Fee Schedule is modified after the date this document was executed, it is understood that the home study client(s) will be responsible for paying the home study agency the difference in cost for completing each post-adoption/post-placement reports.

(Home study agency)

By: _____

Date

Printed name: _____

Title: _____

***Global will notify prospective adoptive parents and home study agency if the number of post-adoption/post-placement reports required is different than four (4).**