

ADOPTION SERVICES AGREEMENT (DC, MD, VA)

(INTERNATIONAL ADOPTION - DIRECT SERVICE AREA)

Effective

This Service Plan & Agreement (“Agreement”) is entered into by and between THE BARKER ADOPTION FOUNDATION (“Barker” or the “Agency”) and

AP1Fname*

AP1MName

AP1Lname*

and

AP2Fname

AP2MName

AP2Lname

(“Adopting Parents”). Both parties agree to the following terms, conditions, and obligations as they work together in relation to placement of a child for adoption:

ARTICLE 1 BARKER SERVICES AND RESPONSIBILITIES

Barker agrees to:

1.1 Provide home study and post-placement/adoption services in accordance with all applicable Federal, State, and/or District of Columbia laws and regulations, as well as those of the child’s country of origin (“Sending Country”).

1.2 Provide information to Adopting Parents on current international and domestic adoption programs, as requested;

1.3 Provide pre-adoption group training and other educational courses designed to prepare and educate Adopting Parents concerning general adoption issues, as well as those specific to international adoption as applicable, including the adoption process and the characteristics, needs, and issues of children needing adoptive homes;

1.4 Provide guidance to assist Adopting Parents in completing the home study process, including documentation paperwork, home study interviews, and dossier paperwork where required by the

international program's Sending Country;

1.5 Provide guidance to Adopting Parents on how to submit the home study to the United States Citizenship and Immigration Services ("USCIS");

1.6 Submit the completed dossier to the Sending Country on behalf of Adopting Parents;

1.7 Provide guidance, including referrals to adoption professionals and others as necessary, to Adopting Parents throughout the adoption process, and post-placement period or the post-adoption process;

1.8 Translate or arrange for translation of Adopting Parents' dossier paperwork and referral information;

1.9 Provide Adopting Parents with all social and medical information on a referred child that is in Barker's possession, including to the fullest extent practicable, a correct and complete English-language translation of any records in a foreign language as early as possible, but no later than two weeks before placement of the child with Adopting Parents or the date on which Adopting Parents travel to the country, whichever is sooner:

1.9.1 Barker shall seek to obtain all available underlying medical records;

1.9.2 Barker shall use reasonable efforts to obtain information about the child's birth family, prenatal history, and cultural, racial, religious, and ethnic background (including, if applicable, information from foreign authorities, "foreign Supervised Providers," or other foreign providers, as defined by 22 C.F.R. § 96.2); past and/or current pre-adoptive placement information; and information about the existence and location of any known birth siblings; and

1.9.3 If the referral contains medical information provided by anyone other than the foreign authorities, Barker shall use reasonable efforts to document the credentials of that person and obtain the following to the extent it is missing: medical findings, dates of medical information provided, the type and range of any tests performed, and current health information for the child; where information cannot be obtained, Barker shall document the efforts made and the reasons information was not obtainable. Barker will not withhold or misrepresent referral information, nor will Barker withdraw a referral until the Adopting Parents have had two (2) weeks (unless extenuating circumstances involving the child's best interests require a more expedited decision) to consider the child's needs and their ability to meet those needs and seek medical review;

1.10 Communicate with Sending Country to coordinate the adoption process and related activities;

1.11 Assist with the arrangement or coordination of international travel plans;

1.12 Provide a minimum of three (3) post-placement or post-adoption supervisory visits, with additional contacts as deemed necessary by the Adoptive Parents' social worker and/or supervisor and/or agency holding legal custody of the child, or as required by the State, District of Columbia, or Sending Country;

1.13 Prepare and submit post-placement or post-adoption written reports as required by the Sending Country and satisfy any other Hague post-placement or post-adoption requirements;

1.14 Provide information on cultural resources, therapeutic and educational services, and other community resources, as available and requested by the Adopting Parents;

1.15 Assist Adopting Parents with adoption finalization and naturalization procedures pursuant to U.S. Department of Homeland Security regulations, when applicable;

1.16 Invoice Adopting Parents in accordance with Barker's International Adoption Fee Agreement defined in part below at Articles 2.28 and 3.8. The applicable Fee Agreement signed by Adopting Parents is hereby incorporated into this Agreement by reference;

1.17 Report child abuse or neglect by Adopting Parents as obligated by law and in accordance with Barker's policy on the Prohibition on Corporal Punishment discussed below in Article 3.7;

1.18 Reserve the right to remove the child from Adopting Parents' care prior to adoption finalization, if in Barker's professional judgment, the continuation of placement is not in the best interest of the child;

1.19 When an adoptive placement is in crisis during the post-placement or post-adoption phase, if possible, arrange for counseling by individuals with appropriate skills to assist the family:

1.19.1 If counseling does not succeed in resolving the crisis, and the placement disrupts prior to finalization and is no longer in the child's best interests, Barker shall act promptly and in accord with all legal requirements to remove the child, provide temporary care, and inform the Central Authority of the Sending Country about any new prospective adoptive parent(s); Barker will not return a child to the Sending Country, unless the Central Authority of the country of origin and the Secretary have approved the child's return in writing;

1.19.2 In the event of dissolution of an adoption (disruption after finalization), help Adopting Parents make the best possible plan for the child following the laws and regulations of the jurisdiction in which the family resides, including identifying resources in the community or, if circumstances so warrant, finding an appropriate family to readopt the child or referring the case to the local department of social services; as Barker must work in collaboration with any other agencies that may become involved, Barker may need to ask the Adopting Parents to pay for services rendered;

1.19.3 In all cases where removal of the child from a placement is under consideration, Barker will consider the child's views as appropriate, as determined by his or her age and maturity, and when required by State law, obtain the consent of the child prior to removal; and

1.20 Hold in strict confidence all information and documentation on Adopting Parents and on the referral of any children.

ARTICLE 2 ADOPTING PARENT RESPONSIBILITIES AND OBLIGATIONS

Adopting Parents agree to:

2.1 Comply with all applicable Federal, State, and/or District of Columbia laws and regulations

- pertaining to international adoption, as well as with the laws and regulations of the Sending Country;
- 2.2 Comply with Barker’s pre-adoption training requirements; and understand and accept that Barker will not approve a home study until its educational requirements are met in full or an exemption is granted for previous learning that meets Barker’s curriculum requirements designed to comply with State or District of Columbia licensing requirements, standards set by The Hague Convention on the Protection of Children and Co-operation in Respect of Inter-Country Adoption (“Hague Convention”) standards, Sending Country requirements, and Barker best practices;
- 2.3 Collect and submit required paperwork for the home study, any home study update, and dossier in a timely manner; understand that failure to do so could result in delay of the process and/or in closure of their case;
- 2.4 Be available for home study, home study updates, and post-placement/adoption supervisory interviews with Barker social workers at mutually convenient times Monday through Friday during business hours;
- 2.5 Disclose all requested information to Barker during the home study, placement, and post-placement/adoption process; understand and accept that failure to disclose information or their misrepresentation of information could result in Barker’s disapproval of the home study and/or in withdrawal of home study approval, which they could appeal (see Article 3.5.1);
- 2.6 Strive to provide Barker staff with an honest and realistic assessment of the age and gender of and medical conditions acceptable in the child whom Adopting Parents seek to adopt;
- 2.7 File the U.S. Citizenship and Immigration Services forms as required for inter-country adoption; assume responsibility for monitoring the expiration of immigration approval and contact Barker four (4) months prior to expiration to ensure continuous approval until placement;
- 2.8 Disclose, as will be required to be disclosed to the U.S. Citizenship and Immigration Services as part of the inter-country adoption process, any of the following they have received or been subject to: past or pending criminal citations, arrest warrants, charges, indictments, convictions, sentences (including suspended, alternative, rehabilitative, and expunged), fines, or periods of imprisonment and any other cases in which Adopting Parents have been fingerprinted in conjunction with any alleged criminal (felony or misdemeanor) act in any State or foreign country; provide to Barker a record of all such case dispositions; complete all criminal/child abuse history forms that may be required by their State or local government in the adoption process; and immediately report to Barker any criminal citations, arrest warrants, charges, or indictments they may receive during the adoption process;
- 2.9 Disclose, as will be required to be disclosed to the U.S. Citizenship and Immigration Services as part of the inter-country adoption process, any pardons, amnesties, rehabilitative decrees, other acts of clemency, or similar actions received by Adopting Parents;
- 2.10 Disclose, as will be required to be disclosed to the U.S. Citizenship and Immigration Services as part of the inter-country adoption process, whether they have been the subject of any investigation by any child welfare agency, court, or other official authority in any State or foreign county concerning the abuse or neglect of any child, other than an investigation that has been completed and formally closed based on a finding that the allegation of abuse or neglect was unfounded or unsubstantiated;

2.11 Keep Barker staff informed of major changes in family and/or any anticipated changes in family; until the formal post-placement supervision or the post-adoption reporting period is complete, Adopting Parents shall inform Barker staff of the following:

2.11.1 any marital changes (separation, divorce, or death of one or the Adopting Parents);

2.11.2 a decision to start the foster or adoptive process through another agency or the receiving of a child placement through another agency;

2.11.3 any new medical conditions of Adopting Parents;

2.11.4 relocation to a new residence;

2.11.5 additional people moving into and/or living in the household since the time of the initial home study;

2.11.6 changes in employment of Adopting Parents; and

2.11.7 receipt of citations of arrest warrants or any other involvement of immediate family members or other individuals residing with Adopting Parents with law enforcement or child protective agencies;

Adopting Parents must give notification of such changes or occurrences to Barker within ten (10) days of knowledge of the change or occurrence or within ten (10) days of the date of the change or occurrence, whichever is earlier. If at any time during the adoption process (that is, any time before the adoption is legally finalized) an Adopting Parent is arrested for driving under the influence of or while intoxicated or impaired by alcohol, drugs, or other intoxicant, the adoption approval will be placed on hold through case adjudication and judgment or other formal resolution of the case. If convicted, the adoption application will be closed and the convicted Adopting Parent will be eligible to re-apply in five (5) years after arrest;

2.12 Be present (both Adopting Parents) for the Child Referral session, where the child's photographs and social and medical history will be initially presented by Barker staff; understand that they have at least two (2) weeks to consider any referral, unless there are extenuating circumstances, but are under no obligation to accept a child referred to them or to complete the adoption process;

2.13 Accept Barker's strong recommendation that they obtain an independent medical opinion from a physician of their choice who is knowledgeable about international adoption, prior to formal acceptance of a referral of a child; additionally, understand and agree that they will not make the decision to adopt a particular child based on any statement by Barker staff as to the child's physical, mental/, or developmental condition;

2.14 Accept that Barker's agents or independent contractors will not personally conduct an assessment, evaluation, test, or background investigation of the child, but instead must rely upon information provided by the foreign referral source, agency, or institution with custody of the child;

2.15 Accept that the child's referral information may be limited or erroneous, including general information, parental/family background, genetic information, prenatal care, child birth, postnatal care, present or past child care, current physical, emotional, psychological, intellectual, and developmental status, or previous history;

2.16 Accept that the child may arrive with medical, psychological, developmental, intellectual, emotional, or physical conditions, which may have been undiagnosed, misdiagnosed, or misstated;

2.17 Not initiate any contact during the adoption process, either personally or through a third party, with any individual or entity in the foreign country, which includes, but is not limited to, independent contractors, coordinators, orphanage or medical personnel, government officials, or the American Embassy, unless specifically instructed to do so by Barker;

2.18 Care for the child with love and affection, and provide for his/her social, physical, emotional, educational, and medical needs:

2.18.1 assume sole responsibility for the care and support of the child, including medical care, counseling/psychiatric services, child care, and legal and/or miscellaneous expenses upon placement;

2.18.2 accept the policy of Barker that they must have medical insurance coverage for any child placed with them for adoption, effective at the date of placement, or otherwise demonstrate, to the satisfaction of Barker, the existence of an alternative health care arrangement that meets all applicable requirements of State and Federal law; and

2.18.3 prior to finalization of the adoption, inform Barker of any major medical, surgical, and dental treatment needed by the child, and if the child cannot be covered by the family's medical/hospitalization insurance plans, accept responsibility to obtain a separate policy for the child or otherwise document, to the satisfaction of Barker, their ability to pay for the treatment;

2.19 Adhere to Barker's policy that a parent will stay home full-time with the child for at least six (6) weeks following the child's arrival in the United States; whenever possible, Barker encourages parents to take at least three (3) months' leave;

2.20 Cooperate fully with Barker's requirement that Barker conduct a minimum of three (3) post-placement or post-adoption supervisory visits and prepare written reports, with additional contacts and/or reports as deemed necessary by the Barker social worker and/or supervisor and/or agency holding legal custody of the child, or by the Sending Country; agree to be available for these visits at mutually convenient times during business hours, Monday through Friday, to ensure timely completion of the reports; and provide written progress reports and medical evaluations of the child to the social worker at each post-placement visit;

2.21 In the event they move out-of-State or the District of Columbia during the post-placement/adoption supervisory period, agree to work with Barker to fulfill the post-placement/adoption obligation through a supervised networking agency identified or accepted by Barker in the new State of residence;

2.22 If required, comply with the legal process of finalizing/re-finalizing the adoption, according to the requirements and regulations of the Adopting Parents' State of residency and the Sending

Country; and understand and accept responsibility for all associated legal costs;

2.23 Should Barker retain legal custody of the child, not transfer the physical custody of the child from their home to another location during the post-placement supervisory period without Barker's prior consent;

2.24 File for U.S. citizenship for the child immediately following the adoption if U.S. citizenship is not automatically granted (as in Guardianship cases and other IR-4 visa cases), retaining responsibility for associated fees;

2.25 Keep Barker advised of their current address, Email addresses, and telephone numbers, in order to be able to receive correspondence and updated information that may be added to their adoption file;

2.26 Accept that Barker cannot guarantee the placement of a child, the accuracy of projected time frames, and the length of process; these are subject to change at any time and include multiple variables beyond Barker's control;

2.27 Understand that should significant concerns arise among Barker staff that it is not in the child's best interest for him or her to remain in the care of Adopting Parents, Barker will develop an intervention plan:

2.27.1 Adoptive Parents also understand that they may request a child's removal from their home in the event unforeseen circumstances detrimental to the child's or the family's welfare arise prior to finalization/re-finalization of the adoption;

2.27.2 Adoptive Parents acknowledge, understand, and fully accept that although they may request that a child be removed from their home, Barker and its employees, officers, directors, agents, or independent contractors, past or present, are under no obligation to accept custody of, or legal or financial responsibility for, the child, or arrange for replacement of the child, except in cases where Barker retains legal guardianship during the post-placement period;

2.27.3 Adoptive Parents agree to give sufficient notice to Barker if they believe an intervention plan is needed, to enable appropriate arrangements for the child's care;

2.27.4 Adoptive Parents acknowledge their responsibility to retain legal and financial responsibility for the child and cooperate with Barker throughout the disruption process and they agree to assume all costs related to the care of the child and the child's removal, including but not limited to health insurance, legal/court fees, travel, transportation, physical or mental health evaluation, and foster care;

2.27.5 In addition, Adoptive Parents agree to submit all the child's personal and legal documents, i.e., birth certificate, passport, and resident alien card to Barker;and

2.27.6 If Barker, at its discretion and in accordance with all applicable law, retains the legal guardian during the post-placement supervisory period, Adoptive Parents acknowledge and accept Barker's legal obligation and authority to remove the child from their family and terminate the child's relationship with them, prior to finalization of the adoption, should it be deemed necessary in Barker's professional judgment;

2.28 Agree to submit payment of all fees promptly and in full upon receipt of invoicing as per Barker's International Adoption Fee Agreement;and

2.29 Acknowledge the following assumptions of risk and hereby waive any claims and release Barker from liability as follows:

2.29.1 Adopting Parents accept that travel to, from, and within foreign countries as well as accommodations overseas involve potential risks to their and their family's health, safety, and security that may expose themselves to or result in: accidental death or injury, loss due to intentional crimes, property damage or loss, trip interruptions or cancellations, natural disasters, civil unrest, illness and medical emergencies, a need for medical evacuation, and a range of other potential occurrences, events, or problems that could give rise to or entail economic losses, pain and suffering, or other injuries or damage that could inflict or affect the Adopting Parents or the child.

2.29.2 Adopting Parents acknowledge that Barker cannot guarantee their health, personal safety and security, and property during or related to their travel to, from, or in a Sending Country.

2.29.3 Adopting Parents acknowledge that Barker recommends that they investigate the purchase of trip insurance if traveling to adopt their child, in order to cover some or all of the losses previously listed, and agree to purchase such insurance or decline their right to do so.

2.29.4 Adopting Parents agree to be personally responsible for any and all costs not covered by insurance that are related to problems or losses that might occur on their trip, as identified above.

2.29.5 Adopting Parents acknowledge that they have read, or have had the opportunity to read, the U.S. Department of State's Travel Alerts and Warnings for Sending Countries, found at <https://travel.state.gov/content/passports/en/alertswarnings.html>.

2.29.6 Adopting Parents specifically waive any claim against and release all liabilities of Barker and its employees, officers, directors, trustees, agents, and independent contractors, past or present, for any losses, pain, suffering, injuries, or damages incurred during the trip, either to themselves, any traveling family members, or to the child they are adopting. This waiver and release is not intended to encompass any intentional misconduct, recklessness, or gross negligence on the part of Barker.

2.29.7 Adoptive Parents acknowledge that Barker has provided them with information regarding the risks of international adoptions. They understand that Barker cannot warrant the accuracy of any medical information of a child where such information is provided by a foreign country. Additionally, they understand that there are events that may occur during the adoption process that are beyond the control of Barker. They assume the risk that is associated with international adoption and the uncertainty about the accuracy of the medical information they shall receive.

2.29.8 Adoptive Parents acknowledge that child referral information may be limited or erroneous in general information; parental/family background; genetic information; prenatal care; child birth information; postnatal care; present or past child care; and current physical, emotional, psychological, intellectual, and developmental status or previous history. They assume this risk.

2.29.9 Adoptive Parents acknowledge that it is their responsibility to seek out any additional medical, developmental, and psychological evaluations of the child referral information provided

by Barker that they deem necessary to make an informed decision as to whether they should accept a referral. They acknowledge that Barker is not able to provide medical advice, explanations of medical issues, or prognosis of medical conditions.

2.29.10 Adoptive Parents release Barker and its employees, officers, directors, trustees, agents, and independent contractors, past or present, from any and all liability, other than for intentional misconduct, recklessness, or gross negligence, for any and all claims and liabilities relating to the physical, mental, or emotional health of any child referred to them, or adopted by them, in a Sending Country or in the United States.

2.29.11 Adoptive Parents specifically waive any claim against Barker and its employees, officers, directors, trustees, agents, and independent contractors, past or present, for the accuracy, completeness, implications, predictive nature, or other matters whether known or unknown, regarding the information that Adoptive Parents received prior to the arrival of their child in the United States, or prior to or during their trip(s) abroad to adopt their child. Adoptive Parents waive any claim related to or arising out of any illnesses, mental health problems, or other difficulties that their child may have or develop due to matters related to, contained in, or missing from the health information they received with their referral. This waiver is not intended to encompass any intentional misconduct, recklessness, or gross negligence on the part of Barker.

The obligations, waivers, releases, and assumptions of risk of both parties under this Article 2.29 survive any termination of this Agreement, subject to applicable statutes of limitation.

ARTICLE 3 BARKER POLICIES

Adoptive Parents have read, accept, and agree to comply with the following additional Barker policies to the extent applicable to their adoption:

3.1 Home Studies

3.1.1 Barker offers adoption preparation and home study services but does not under any circumstance guarantee the approval of a home study. Barker is dedicated to making placements that it considers to be in the best interest of the child. Applicants who wish to adopt a child (“applicants”) must be in good physical and mental health and ready and able to provide a safe and nurturing environment for an adopted child. They must be capable of dealing with the challenges inherent in the process of adopting a child internationally.

3.1.2 All applicants must provide complete and accurate information on their adoption application. Applicants must demonstrate that they are in good physical and mental health with a normal life expectancy. If drug/alcohol or other addictions/dependencies are a part of the applicants’ history, they must demonstrate at least three (3) consecutive years of recovery in addition to participation in either a specialized addictions treatment program and/or a twelve-step program. Further, if the applicants have an alcohol or other drug-related arrest and conviction or plea at any time in their history, the applicant(s) must provide arrest and court records and five (5) years must have elapsed since the time of the arrest. In either case, in order to make a complete assessment, Barker reserves the right to request an additional independent evaluation completed by an appropriate specialist.

3.1.3 Home studies conducted by Barker are the property of Barker and can only be used for the

purposes agreed upon by both Barker and the applicants; Barker's home study document specifies approval for a particular kind of adoption (e.g., adoption from a particular program, age of the child, gender of the child, any special needs, number of children in birth family, etc.). Change to this approval requires mutual reassessment.

3.1.4 Barker offers adoption services, but cannot guarantee placement of a child, nor can Barker guarantee a specific age of a child at the time of placement. No one can credibly make this guarantee because international adoptions are controlled by foreign governments that can change their rules or close the adoption process with or without notice.

3.2 Gender Selection

Barker encourages applicants wherever possible to remain open to the referral of a boy or a girl. Barker believes that families who remain open as to the gender of their child are best able to accept the varied uncertainties that come with adoption and parenting, including any individual needs of their child. In some instances, Barker permits applicants to express gender preferences, as for example when such expression is allowed by the Sending Country and/or when such requests do not pose unreasonable delays to other applicants or to children waiting to be adopted.

3.3 Infertility, Pregnancy, and Multiple Placements

The addition of a child to a family involves consideration, preparation, and adjustment. To ensure the best transition for the child and the family, and to ensure the child's successful placement, it is Barker's policy not to have two or more unrelated children enter a family at the same time, nor does Barker allow two active adoptions at the same time. Applicants may submit a second application to Barker following finalization of the first adoption and completion of the six-month post-placement or post-adoption supervisory period. Thus, with the exception of biological siblings, families will only be approved for placement of one child at a time.

Barker does not permit prospective applicants to start the adoption process if they are expecting a biological child or undergoing infertility treatment. If an applicant becomes pregnant during a pending adoption, she is required to notify Barker as soon as possible and discuss the situation with the appropriate director or social worker. Barker reserves the right to place the applicant in a "hold" status. In the case of an international adoption, "hold" status may include withdrawing the individual's dossier/home study packet from consideration by foreign agencies/officials and/or withdrawing any pending referral. Certain countries, for example South Korea, require Barker to put pregnant applicants in a "hold" status, in which case Barker has no discretion to do otherwise.

3.4 Ethical Practices

Barker provides adoption services ethically and in accordance with the Hague Convention's principles of: ensuring that both domestic and intercountry adoptions take place in the best interests of children; and preventing the abduction, exploitation, sale, or trafficking of children.

Barker prohibits its employees and agents from giving money or other consideration, directly or indirectly, to a child's parent(s), other individual(s), or an entity as payment for the child or as an inducement to release the child. If permitted or required by the child's country of origin, Barker may remit reasonable payments for activities related to the adoption proceedings, pre-birth and birth medical costs, the care of the child, the care of the birth mother while pregnant and immediately

following birth, or the provision of child welfare and child protection services generally.

3.5 Grievances and Complaints

Adopting Parents may appeal the clinical decisions of professional Barker staff and also file a complaint concerning violations of the Hague Convention as provided below.

3.5.1 Appeal of Professional Staff Decisions (Clinical Decisions):

(a) Applicants who have (i) been accepted for home study and thereafter have had the home study process discontinued by professional staff decision, or (ii) adopted a child from Barker and been refused an application to adopt another child, have the right to appeal that decision through Barker's grievance process.

(b) Barker shall give applicants who fall under Article 3.5.1(a)(i) or 3.5.1(a)(ii) written notice and explanation of that decision, as well as an explanation of the appeal process, by professional Barker staff.

(c) All applicants who are in either situation (a)(i) or (a)(ii) above, and who wish to appeal a staff decision, may meet with the Executive Director to discuss their concerns. The Executive Director has the responsibility to reevaluate each situation and notify applicants and the staff regarding the future course of action.

(d) Applicants who wish to appeal the Executive Director's decision may petition the Licensing Board of the appropriate jurisdiction.

(e) If applicants are disputing an Executive Director's decision that may be considered "non-clinical" concerning 1) any services or activities of Barker that require the Executive Director's review, and 2) issues related to compliance with the Hague Convention (including Barker's use of supervised providers) or the regulations implementing the Intercountry Adoption Act of 2000 (IAA), applicants will follow the procedures for registering complaints as outlined below in Article 3.5.2.

3.5.2 Review of Non-Clinical Decisions

(a) Barker encourages birth parents, adoptive parents, prospective adoptive parents, and adopted persons to bring to Barker's attention complaints concerning: 1) services or activities of the Agency that require review by Barker's management; and 2) issues related to compliance with the Hague Convention (including its use of supervised providers), or the regulations implementing the Intercountry Adoption Act of 2000 (IAA).

(b) Each complaint must be in writing, signed, and dated and sent to the attention of the Executive Director of The Barker Adoption Foundation.

(c) Each complaint must identify the service in question or the nature of the Hague Convention violation, the date or timeframe of the service or violation, and the expected resolution.

(d) Barker shall send a letter acknowledging receipt of the complaint, and the Executive Director shall respond in writing to all written complaints within thirty (30) days of receipt, giving priority and expedited review, as appropriate, to matters that are time-sensitive or involve allegations of

fraud.

(e) If the complainant is not satisfied with the resolution of the complaint from the Executive Director, the complainant may lodge the complaint directly with Barker's Board of Trustees, Barker's accreditation authority, or with the Secretary of the U.S. Department of State ("Secretary"). If the complaint is lodged with Barker's Board of Directors, the Executive Committee of the Board will review the complaint and respond in writing within thirty days of receipt, giving expedited review, as appropriate, to matters that are time-sensitive or involve allegations of fraud. Furthermore, Barker shall comply promptly with any requests by accreditation authorities or the Secretary to view complaint records.

Barker maintains a written record of each complaint received pursuant to section 3.5 of this Agreement and to the Hague regulations and the steps taken to investigate and respond to it and makes this record available to the accrediting entity or the U.S. Department of State upon request, and as required by applicable Hague regulations.

(f) If dissatisfied with Barker's resolution, the complainant may submit a complaint to the Intercountry Adoption Complaint Registry online (<https://travel.state.gov/content/travel/en/Intercountry-Adoption/about-adoption-service-providers/hague-complaint-registry.html>) or by mail at the address below.

U.S. Department of State
Bureau of Consular Affairs
Office of Children's Issues, Adoption Unit
SA-17, Floor 09
Washington, DC 20522-1709

(g) Barker provides to the accrediting entity and the U.S. Department of State, on a semi-annual basis, a summary of all complaints received pursuant to 22 CFR 96.4 (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 22 CFR

(h) 96.41(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.

(i) Barker 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.

(j) Barker shall have 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 annual reports from the U.S. Department of State to Congress on intercountry adoptions. *See also Complaint Supplement.*

3.6 Charitable Donations

While philanthropic contributions are welcomed, Barker nonetheless must ensure that such donations do not in any way influence child placement decisions. Accordingly, Barker will not solicit or accept monetary or in-kind contributions from individuals who have applied to adopt a child and have requested a home study by Barker. Such individuals are designated as “in-service” clients, and monetary and in-kind donations shall not be solicited or accepted from them until six (6) months after their legal adoption is completed and documented with a Final Decree of Adoption.

When these requirements have been met, the adoptive parent(s) is designated as an “out-of- service” client(s) whose charitable donations are permitted. Such a policy is meant to ensure that the welfare of the child is at all times paramount, and there is no undue influence upon the normal adoption procedures of Barker.

3.7 Prohibition on Corporal Punishment

Barker specifically prohibits the use of corporal punishment with children who are in Barker’s care or who are under Barker supervision, and discourages any subsequent use of corporal punishment in parenting. Corporal punishment is defined as “the inflicting of pain or discomfort. Prohibited actions include but are not limited to, hitting a child with any part of the body or with an implement, pinching, pulling, shaking, or binding a child, forcing him/her to assume an uncomfortable position, or locking him/her in a closet. The prohibition is in effect whether punishment is spontaneous or a deliberate technique for effective behavioral change, or part of a behavior management program.”

3.8 Refund/Waiver of Fees

Barker has established a fee structure permitting applicants to pay agency fees in phases over the course of the adoption process. Because Barker’s work with applicants is ongoing, and because applicants pay fees as services are rendered, fees cannot be refunded for services already rendered. All refunds will be on a case-by-case basis, at the discretion of Barker.

The refunding of international fees varies by country. Although Barker will make a diligent effort to obtain refunds of any international fees paid to a foreign authority/service provider/contractor, it cannot guarantee a refund. If applicants withdraw from the adoption process for any reason, or if the adoption fails for any reason, Barker cannot guarantee the return of any portion of the international fees. If fees are returned, Barker will approve the refund decision and return the fees to the applicants within sixty (60) days.

Barker reserves the right to reduce or waive fees if, in Barker’s clinical judgment, the waiver or reduction of fees would better position the family to meet the extraordinary special needs of the child they seek to adopt.

3.6 Unforeseen In-Country Fee

Barker does not customarily charge additional fees and expenses beyond those disclosed in the Fee Schedule. In the event that unforeseen additional fees and expenses are incurred in the foreign country, Barker charges such additional fees and expenses only under the following conditions:

- (1) It discloses the fees and expenses in writing to the prospective adoptive parent(s);
- (2) It obtains the specific consent of the prospective adoptive parent(s) prior to expending any funds in excess of \$1000 for which Barker will hold the prospective adoptive parent(s) responsible or gives the prospective adoptive parent(s) the opportunity to waive the notice and consent requirement in advance. If the prospective adoptive parent(s) has the opportunity to waive the notice and consent requirement in advance, this policy is reflected in the written policies and procedures of the agency or person; and
- (3) It provides written receipts to the prospective adoptive parent(s) for fees and expenses paid directly by Barker in the foreign country and retains copies of such receipts.

4.0 Disruption

4.1 A disruption occurs when there is an interruption of a placement for adoption during the post-placement period. If counseling does not succeed in resolving the crisis, and the placement disrupts prior to finalization and is no longer in the child's best interests, Barker shall act promptly and in accord with all legal requirements to remove the child, ensure placement into temporary care, and inform the Central Authority of the Sending Country about any new prospective adoptive parent(s); Barker will not return a child to the Sending Country, unless the Central Authority of the country of origin and the Secretary have approved the child's return in writing.

4.2 Barker's Disruption Plan: Barker will provide the following services according to its disruption plan if support and counseling are not successful in maintaining the placement including the following.

- (1) Advocating for the child in need of a family – If the child must be moved temporarily, Barker will continue its efforts to locate an appropriate placement for this child for as long as it takes to find such a placement. If the child is in the United States, Barker will assess and consider the needs and desires of the child in creating its advocacy plan and child profile. Barker will conduct outreach to organizations and individuals in an effort to find a suitable permanent and loving home for the child. Barker will review its current waiting prospective adoptive parents ("PAP(s)") with approved home studies. Barker may also reach out to other adoption agencies around the nation for assistance in finding a family.
- (2) If the child remains in the country of origin, Barker will coordinate efforts with the central adoption authority in the child's country to determine the next most appropriate steps. If Barker's advocacy efforts for the child are needed or desired by the central adoption authority, Barker will engage in such efforts. However, Barker understand that the central authority may assume custody of the child and refer the child to another suitable family waiting for a referral from the country.
- (3) Finding the family - If Barker is advocating for the child in the U.S., it will direct all interest families to call the Barker office and may interview the families by phone in person and will request background information and the family's home study assessment to review. Once an appropriate and suitable family is found, Barker will advise that family to consult with an attorney in their state of residence. The first family may also need to consult with an attorney in their state of residence to ensure all State laws are follows along with the Interstate Compact on the Placement of Children and any other relevant laws and policies.

The child's wishes, age, length of time in the United States, and other pertinent factors will be taken into account in placement decisions.

If the disruption takes place after the child has arrived in the United States, the child may, as a last resort, be returned to the child's country of origin, if that is determined to be in the child's best interests and authorized in writing by the U.S. Department of State and the central authority of the child's country of origin. Barker will notify all appropriate governmental entities regarding the disruption in writing.

- (4) Educating family – Barker will create an individualized education plan for the new PAP(s) to complete prior to placement. Barker may also create a transition plan and work with appropriate individuals and entities for the child to become acquainted with the PAP(s) and begin to build trust prior to placement, depending on the circumstances.
- (5) Monitoring legal procedure – Barker will be in contact with the new PAP(s) and attorneys to ensure the transition to the new family is as smooth as possible. Barker will be available for support and counseling.
- (6) Ongoing monitoring – Barker will monitor the placement until the new adoption is finalized and will request copies of the new adoption decree, birth certificate, and citizen documents as may be necessary. Once the adoption is final and all necessary post-adoption reports are completed and received, Barker will close the case. Barker will continue to be available to the adoptee and adoptive family for support. Barker will also mark the case closed in the Adoption Tracking System.

4.2 Other Disruption Responsibilities:

16. Not transfer the physical custody of the child from their home without Barker's prior consent during the post-placement supervisory period is permitted. Barker may at its discretion, and in compliance with all applicable laws and regulations, attain legal responsibility for the transfer of custody in an emergency, otherwise prospective adoptive parents will typically retain such legal responsibility provided it is in the best interests of the child. Prospective adoptive parents will have the financial responsibility for the transfer of custody of the child.

ARTICLE 4

MISCELLANEOUS

4.1 Entire Agreement

The entire agreement of the parties is contained herein, and this Agreement supersedes all oral and written communications between the parties related to the subject and terms of this Agreement.

4.2 Amendment of Agreement

Any amendment to this Agreement must be in writing and signed by each of the signatories below.

4.3 No Third Party Beneficiaries

Nothing in this Agreement shall be construed or be deemed to create any rights or remedies in any third party, including, but not limited to, relatives of Adopting Parents.

4.4 Severability

Should any portion or provision of this Agreement be held unenforceable or invalid for any reason, the remaining portions or provisions shall be unaffected, provided, however, if the portion(s) or provision(s) of this Agreement deemed unenforceable or invalid affect Barker's ability to perform any service under this Agreement, then the Agreement shall be terminated, with Adopting Parents responsible for payment of all services rendered prior to termination.

We have read the preceding Service Plan and Agreement, and we understand and accept the risks, conditions, and responsibilities associated with [international] adoption.

Applicant 1 Full Name (please print)

AP1Fname*

AP1MName

AP1Lname*

Applicant 1 Signature* Date

Applicant 2 Full Name (please print)

AP2Fname

AP2MName

AP2Lname

Applicant 2 Signature* Date

Barker Program Director's Signature* Date

The Barker Adoption Foundation – Complaint Supplement

Complaint Policy: It is the policy and practice of The Barker Adoption Foundation (“Barker”) to encourage birth parents, adoptive parents, prospective adoptive parents, and adopted persons to bring to the Barker’s attention: 1) concerns regarding any of the services or activities of Barker that he or she believes requires review; and 2) 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 [22 CFR 96.41(b)]. Complaints are accepted at any time. *HTG E.6.* When a complaint is lodged it is the policy of Barker to advise complainants of the additional procedures available to them if they are dissatisfied with the agency’s or person’s response to their complaint. 22 CFR 96.41(b).

It is the policy and practice of Barker to accept and to respond in writing to complaints received pursuant to 96.41(b) of within thirty days of receipt of the signed and dated complaint, regardless of whether the complaint was an outgrowth or a non-Convention of non-UAA case. 22 CFR 96.41(c). See also *HTG E.6a.* Further, it is the practice of Barker to provide expedited review of such complaints that are time-sensitive or that involve allegations of fraud. 22 CFR 96.41(c). Barker’s initial response to the complainant, provided within thirty days or less shall be as close to complete as possible. *HTG E.9.* It is the policy and practice of Barker to maintain an electronic written record of each complaint received pursuant to 96.41(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. 22 CFR 96.41(d).

Further, Barker believes that constructive feedback is important for growth and quality improvement. Barker 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. 22 CFR 96.41(e). Rather, it is the policy and practice of Barker to encourage expressions of frustration and concern.

It is the policy and practice of Barker to provide to the accrediting entity and the Secretary, on a semi-annual basis, a summary of all complaints received pursuant to 96.41(b) 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 96.41(b), along with information about what systemic changes, if any, were made or are planned by the agency or person in response to such patterns. 22 CFR 96.41(f). It is the policy and practice for Barker to strictly follow IAAME’s [Policy 004](#). In addition to providing complaint information in the Semi-Annual Report on Complaints provided to IAAME, Barker provides any information about complaints received pursuant to 96.41(b) as may be requested by the accrediting entity or the Secretary [22 CFR 96.41(g)] and as per IAAME’s [Policy 005](#). It is the policy and practice to utilize any complaints received pursuant to 96.41(b) as a part of its quality improvement system to improve adoption services as needed. 22 CFR 96.41(h).

Concern/ Complaint Procedures

Step 1: Informing Prospective Adoptive Parents of the Grievance Process - Barker outlines the grievance procedure for clients as part of the Adoption Services Contract. Barker staff is available for questions regarding the Adoption Services Contract and complaint policies and procedures throughout the duration of the adoption process and thereafter. Barker staff members encourage critical feedback and shall not retaliate against any complainant.

Step 2: Initial Resolution Effort - When a client family, birth parent, adoptive parent, or adopted persons indicate a concern, the individual Barker staff member receiving the concern may attempt to resolve the issue or misunderstanding. The receiving staff member may also consult with his or her colleagues, supervisor and/or the Executive Director in an effort to achieve a front-line resolution for the complainant.

Step 3: Supervisor Resolution Effort - If the complainant is not satisfied or the concern otherwise cannot be resolved, the staff member receiving the concern shall consult with his/her supervisor for support in resolving the concern to the satisfaction of the complainant. The supervisor may contact the complainant regarding the concern for a resolution.

Step 4: Director Resolution Effort - If the complainant is not satisfied or the concern otherwise cannot be resolved at the supervisor level, the supervisor shall consult with his/her director for support in resolving the concern to the satisfaction of the complainant. The director may contact the complainant regarding the concern for a resolution.

Step 5: Submission of Written Complaint - If the concern is not resolved at the director level to the satisfaction of the complainant, the complainant will be instructed to follow Barker’s complaint procedure and submit a written complaint. If the complainant is a client family, the Barker team member in contact with the complainant will direct the complainant to their Service Plan or Adoption Service Agreement containing the procedures for complaining or provide the complainant instructions/procedures directly. If the complainant is not a client family of Barker (birth parent, adopted person, etc.), the Barker staff member in contact with the complainant will explain the complaint procedures and provide such procedures in writing to the complainant and provide any necessary or desired instruction on submission of the same. Each complaint must be made in writing, signed and dated and sent to the attention of the Executive Director/CEO of Barker either by mail or email. If the complaint is about the Executive Director/CEO, the written complaint will be signed, and dated and sent to the attention of Barker’s Board of Trustees.

Step 6: Review of Complaint and 96.41(b) Determination - The complaint will be reviewed by Barker’s Executive Director/CEO and Senior Director of Clinical and Support Services (“DCS”). During the review, the CEO and DCS will consult 96.41(b) and determine whether the signed and dated document is a 96.41(b) complaint. Said determination will be noted in the client’s record. If it is determined that the complaint is a 96.41(b) complaint the DCS or her designee will add the complaint, and 96.41(b) determination to Barker’s “Complaint File.”

Step 7: Due Diligence Investigation of 96.41(b) Complaint - The DCS is responsible for the complaint due diligence investigation and documentation of said investigation in Barker’s Complaint File for 96.41(b) complaints. An investigation is consulted for all concerns, though only 96.41(b) complaints and 96.41(b) due diligence investigations will be documented in the Complaint File. The DCS will attempt to complete the due diligence investigation within 25 days of receipt of the complaint if possible, allowing sufficient time for drafting and finalizing Barker’s written response to complainant. The due diligence investigation will depend on the issues raised and will be conducted on a case by case basis. The due diligence investigation may include review of client case file, review of foreign supervised provider file, conducting interviews with relevant staff, foreign supervised providers, and any applicable domestic or foreign entities, and any other actions deemed appropriate under the circumstances by the DCS. The DCS or her designee will create a summary of findings for each issue alleged by the complainant for review by the CEO.

Step 8: Barker Response - The CEO will provide a written response within thirty days of receipt of the signed and dated complaint to the complainant that addresses the issues alleged as completely as possible. The response will also outline the complainant regarding their opportunity to appeal to Barker’s Board of Trustees if the complainant is not satisfied with the CEO’s response by writing to the Board directly within fourteen (14) days of receipt of Barker’s response. The complainant will be instructed to include in the Request for Review the reasons for disagreement with the CEO’s decision and the outcome desired by the individual. The DCS will ensure this response is saved to the Complaint File.

Step 9: Appeal Review - If the complainant is not satisfied with the resolution of the complaint from the Executive Director/CEO, the complainant may lodge the complaint directly with Barker’s Board of Trustees, Barker’s accreditation authority or with the Secretary of the U.S. Department of State. Within thirty (30) days of receipt of the Request for Review, the Executive Committee of the Board of Trustees will review the original complaint, Barker’s response, and the written appeal. The Board may also review Barker’s due diligence investigation and/or summary findings. The Board, at its discretion may conduct its own investigation.

Step 10: Final Agency Action - Barker’s Board of Trustees will respond to the complainant in writing within 60 days of receiving the written request for appeal and indicate that such a response is the final agency action. The Final Decision will include either of the following: 1) a statement supporting the CEO’s decision; or 2) a decision to reverse the CEO’s decision and a recommended plan for resolution. The Final Decision will be considered Barker’s final agency action. To the extent the complaint is time sensitive or contains allegations of fraud, the Board will undertake an expedited review of the complaint and the complainant may be given an opportunity to attend the deliberation in person or by telephone conference.

Step 11: Record Maintenance - It is the responsibility of the DCS to record and maintain all records related to the 96.41(b) complaint in the Complaint File. Upon the final agency action, the DCS will review and ensure all complaints, responses, summaries and supporting documentation from the due diligence investigation are filed, organized and available for review by IAAME or the U.S. Department of State.

Step 12: Reporting the Complaint - The DCS will ensure that the International Program Director (“IPD”) is at all times apprised of the complaint and responses. The IPD is responsible for completing the Semi-Annual Report on Complaints (“SARC”). The IPD shall calendar and track the due dates for the SARC report to ensure timely submission and report pursuant to the instructions outlined in IAAME’s [Policy 004](#). Barker’s IPD will provide to IAAME, on a semi-annual basis and upon its request at other times, a summary of all written complaints received during the preceding six months, which shall include the number of complaints received, how each complaint was resolved, and an assessment of any discernible patterns in such complaints, along with information about what systemic changes, if any, were made or are planned by the Agency in response to such patterns.

Step 13: Complaint Quality Improvement Plan - The DCS is responsible for ensuring that the complaint information is assessed and any necessary plans for correction are made and implemented pursuant to Barker’s Quality Improvement Program. Such assessment and improvement efforts shall also be included in the Complaint File as they are completed.