

SERVICE PLAN & AGREEMENT

(INTERNATIONAL ADOPTION - NETWORK FAMILIES)

[Note: This contract template assumes two applicants seeking to adopt one child. It should be modified should there be a single applicant or should siblings be adopted together.]

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 Review and approve home study and post-placement reports prepared by the home study agency in accordance with all applicable regulations from the USCIS and those of the “Sending Country,” as defined by COUNTRY;

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

1.3 Confirm that the Adopting Parents have received educational courses designed to prepare and educate Adopting Parents concerning general adoption issues, as well as those specific to domestic and/or international adoption as applicable, including the adoption process, and the characteristics, needs, and issues of children needing adoptive homes;

1.4 Provide information to Adopting Parents on the preparation of dossier documents in accordance to the requirements from the Sending Country;

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

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

1.7 Translate or arrange for translation of all dossier paperwork and referral information;

1.8 Provide Adopting Parents with all available social and medical information on the child referred 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 adoption or placement of the child and/or the date on which Adopting Parents travel to the country. If referral information contains summaries or compilations of medical records, Barker shall seek to obtain the underlying medical records, as requested by Adopting Parents and, if applicable, as feasible in and permitted by the Sending Country. Barker shall use reasonable efforts to obtain information (including, if applicable, information from foreign "Supervised Providers," as defined by 22 C.F.R. § 96.2) about the child's birth family, prenatal history, cultural, racial, religious, and ethnic background; any past and/or current pre-adoptive placement information; and information about the existence and locations of any known birth siblings. If the referral is for an international placement and contains medical information provided by anyone other than the foreign authorities, Barker shall use reasonable efforts to document the credentials, dates, findings, range of tests performed, and current health information for the child; where information cannot be obtained, the Agency shall document the efforts made and why the information was not obtainable. The Agency will not withhold or misrepresent referral information, nor will the Agency withdraw a referral until the Adopting Parents have had two weeks (unless extenuating circumstances involving the child's best interests require a more expedited decision) to consider the child's needs, their ability to meet those needs, and seek medical review;

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

1.10 Assist with arrangement or coordination of international travel plans;

1.11 Review, approve and submit post-placement written reports as required by the Sending Country and satisfy any other Hague post-placement requirements;

1.12 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; and

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

ARTICLE 2

ADOPTING PARENTS' RESPONSIBILITIES AND OBLIGATIONS

Adopting Parents agree to:

2.1 Comply with all applicable Federal, State law 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 group training (or training with home study agency as approved by Barker) and online learning requirements; and understand and accept that Barker will not approve a home study until its educational requirements are met in full, unless an exemption is

granted for previous learning that duplicates Barker's curriculum;

2.3 Collect and submit required paperwork for the home study/home study update/dossier in a timely manner; Adopting Parents understand that failure to do so could result in delay of the process and/or in closure of their case;

2.4 Disclose all requested information to Barker during the home study, placement, and post-placement process; Adopting Parents understand and accept that failure to disclose information or their misrepresentation of information could result in disapproval of the home study and/or in withdrawal of home study approval;

2.5 Strive to provide Barker staff with an honest and realistic assessment of the age of and medical conditions acceptable in the child whom Adopting Parents seek to adopt;

2.6 File the Citizenship and Immigration Service forms as required for inter-country adoption. Adopting Parents are responsible for monitoring the expiration of immigration approval (I-171H) and shall contact Barker four months prior to expiration, to ensure continuous approval until placement;

2.7 Keep Barker staff informed of major changes in family and/or any anticipated changes in family. Specifically, until the formal post-placement supervision is complete, Adoptive Parents shall inform Barker staff of the following: any marital changes (separation, divorce, or death of one or the Adopting Parents); a decision to start the foster or adoptive process through another agency or the receiving of a child placement through another agency; any new medical conditions of Adopting Parents; relocation to a new residence; additional people moving into and/or living in the household since the time of the initial home study; changes in employment of Adopting Parents; arrests or involvement of any family members with law enforcement or child protective agencies. Adopting Parents must give notification of such changes or occurrences to Barker within ten (10) days of the change or occurrence; If at any time during the adoption process (any time before the adoption is legally finalized) an applicant is arrested for driving under the influence, the adoption approval will be placed on hold until the adjudication of the case. If convicted, the adoption application will be closed and the applicant is eligible to re-apply in five years;

2.8 Understand that Adopting Parents have at least two weeks to consider any referral, unless there are extenuating circumstances, and Adopting Parents are under no obligation to accept a child referred to them or to complete the adoption process;

2.9 Accept Barker's strong recommendation that they obtain an independent medical opinion from a physician of their choice, one who is knowledgeable about international adoption, prior to formal acceptance of a referral of a child; additionally, Adopting Parents 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/developmental condition;

2.10 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 overseas referral source, agency, or institution with custody of the child;

2.11 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;

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

2.13 Not initiate any contact during the adoption process, either personally or through a third party, with any individual or entity in the overseas 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;

2.14 Care for the child with love and affection, and provide for his/her social, physical, emotional, educational, and medical needs. Adopting Parents are totally responsible for the care and support of the child, including medical, counseling/psychiatric expenses, child care, and legal and/or miscellaneous expenses upon placement. Adopting Parents must inform Barker of major medical, surgical, and dental treatment needed by a child prior to finalization of adoption. If the child cannot be covered by the family's medical/hospitalization insurance plans, it is the responsibility of the Adopting Parents to obtain a separate policy for the child. Adopting Parents understand and accept the policy that they must have medical insurance coverage for children placed for adoption, effective at date of placement;

2.16 Adhere to the Agency policy that a parent will stay home full-time with the child for at least six weeks following the child's arrival in the United States. Whenever possible, Barker encourages parents to take at least three months' leave.

2.17 Cooperate fully with any post placement contacts and/or reports required by your state and the Sending Country; cooperate fully with any additional post placement contacts and/or reports as deemed necessary by Barker and/or your home study agency, or by the Sending Country; Adopting Parents agree to make themselves available at mutually convenient times during business hours, Monday through Friday, for these visits to ensure timely completion of the reports, and to provide written progress reports and medical evaluations of the child to the social worker at each post-placement visit.

Examples of post-placement requirements of Sending Countries:

China: Six Post placement reports prepared by your home study agency at six months, twelve months, two years, three years, four years, and five years and proof of finalization of Adoption Decree, and proof of U.S. citizenship (Certificate of Citizenship)

Colombia: Four Post placement reports prepared by your home study agency at three months, nine months, fifteen months and twenty-one months and proof of finalization of Adoption Decree, and proof of U.S. citizenship (Certificate of Citizenship)

India: Six post placement reports prepared by your home study agency at three months, six months, nine months, twelve months, eighteen months, and 24 months, or as the court order dictates, and proof of finalization of Adoption Decree, and proof of U.S. citizenship (Certificate of Citizenship)

Korea: Six post placement reports prepared by your home study agency at one month, two months, three months, six months, nine months, and twelve months and proof of finalization of Adoption

Decree, and proof of U.S. citizenship (Certificate of Citizenship)

2.18 Comply with the legal process of finalizing/re-finalizing the adoption, according to requirements and regulations of the State if applicable, the Sending Country, and Barker; and understand and accept responsibility for all legal costs associated with finalization/re-finalization, a process that cannot take place until the child has been in the adoptive home for at least six months;

2.19 Not transfer the physical custody of the child from their home without Barker's prior consent during the post-placement supervisory period, should Barker retain legal custody of the child;

2.20 Act promptly to 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;

2.21 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;

2.22 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;

2.23 Accept that despite Barker's and/or its agent's efforts to render all trips problem-free, nonetheless, travel to and within foreign countries, as well as accommodations overseas, involve potential risks, including accidental death or injury, 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 problems that could entail economic losses, pain and suffering, or other injuries or damage that could affect the Adopting Parents or the child. Barker recommends that Adopting Parents investigate the purchase of trip insurance if traveling to adopt their child, in order to cover some or all of the losses previously listed. Adoptive Parents agree to purchase such insurance or decline their right to do so. They agree to be personally responsible for any and all costs related to problems that might occur on their trip, as identified above. They also specifically waive any claims against Barker for any losses, pain, suffering, injuries, or damages during the trip, either to themselves, any traveling family members, or to the child they are adopting;

2.24 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 work with your home study agency in developing an intervention plan.

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 their family's welfare arise prior to finalization/re-finalization of the adoption. 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. 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. Adoptive Parents acknowledge their responsibility to cooperate with Barker throughout the process and, if

Barker does not hold legal custody, they agree to assume all costs related to the child's removal, including but not limited to health insurance, legal/court fees, travel, transportation, physical or mental health evaluation, and foster care. 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. If Barker remains 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;

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

2.26 In addition, Adopting Parents agree that they do not have convictions, are under indictment, or possess substantial evidence of their involvement in any criminal activity involving violence against a person, child abuse or neglect, serious sexual misconduct, gross irresponsibility or disregard for the safety of others, serious violations of accepted standards or ethical misconduct. Adoptive Parents also agree to report all cases in which they have been fingerprinted in conjunction with any criminal act. They will provide to Barker a record of offenses and case disposition. They also understand that they must complete criminal/child abuse history forms as required by their state or local governments and that any new violations occurring during the adoption process must be reported immediately to Barker; and

2.27 Adoptive Parents acknowledge the following assumptions of risk and hereby release Barker from liability as follows:

2.27.1 Adoptive Parents acknowledge that Barker has provided them with information regarding the risks of international adoptions, including the attached sheet. 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 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.

2.27.2 Adoptive Parents acknowledge that the child referral information may be limited or erroneous in 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. They assume this risk.

2.27.3 Adoptive Parents acknowledge that it is their responsibility to seek out whatever medical, developmental, and psychological evaluations of the child referral information provided by Barker 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 or any explanations of medical issues.

2.27.4 Adoptive Parents release Barker and its employees, officers, directors, trustees, agents or 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 us, or adopted by us, in a foreign country or in the United States.

2.27.5 Adoptive Parents specifically waive any claim against Barker, its employees, officers, directors, trustees, agents or 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 overseas to adopt their child. Adoptive Parents waive any claim should their child develop illnesses, mental health problems, or other difficulties due to matters related to the health information they received with their referral. This agreement to waive all claims against Barker is not intended to encompass any intentional misconduct, recklessness, or gross negligence on behalf of the Agency.

The obligations, waivers, and assumptions of risk of both parties under this Article 2.27 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 Barker policies to the extent applicable to their adoption:

3.1 Placement

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. The Agency 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 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 pregnant or undergoing infertility treatment. If an applicant becomes pregnant during a pending adoption, she is required to notify the Agency 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 the Agency 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.

The Agency 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, the Agency 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

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

3.5.1 Review 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 the Agency and been refused an application to adopt another child, have the right to appeal that decision.

(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 the applicant(s) 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 the Agency that require the Executive Director’s review, and 2) issues related to compliance with the Hague Convention (including the Agency’s use of supervised providers), or the regulations implementing the Intercountry Adoption Act of 2000 (IAA), the applicant 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 the Agency's attention complaints concerning: 1) services or activities of the Agency that require the Agency's management review; 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 (preferably using the Agency's Complaint Form), 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) The Agency shall send a letter acknowledging receipt of the complaint, and the Executive Director shall respond in writing to all written complaints within 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 the Agency's Board of Directors, the Agency's accreditation authority, or with the Secretary of the U.S. Department of State ("Secretary"). If the complaint is lodged with the Agency'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, the Agency shall comply promptly with any requests by accreditation authorities or the Secretary to view complaint records.

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, the Barker Adoption Foundation will not solicit or accept monetary or in-kind contributions from individuals who have applied to adopt a child. Such individuals are designated as "in-service" clients, and monetary and in-kind donations shall not be solicited or accepted from them until they have fulfilled Barker's post-placement supervisory requirements and a 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, without any undue influence upon the normal adoption procedures of the Agency.

3.7 Prohibition on Corporal Punishment

Barker specifically prohibits the use of corporal punishment with children who are in Agency care or who are under Agency 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 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 for adoption services rather than for children, any payment of Barker’s agency fees for services already rendered is nonrefundable. On a case-by-case basis, Barker may refund a portion of its agency fees upon approval of the Executive Director. In such situations, Barker will return the funds to applicants within sixty days of the completion of the delivery of services.

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 days.

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*

