

**SERVICE PLAN AND AGREEMENT**  
**(DOMESTIC ADOPTIONS – PROJECT WAIT NO LONGER)**

This Service Plan and Agreement (“Agreement”) is entered into by and between THE BARKER ADOPTION FOUNDATION (“Barker” or the “Agency”) and \_\_\_\_\_ (“Adopting Parents”). Both parties agree to the following terms, conditions, and obligations as they work together toward the placement of a child or sibling group (either shall be referred to as “child”) for adoption.

***ARTICLE I***

***BARKER SERVICES AND RESPONSIBILITIES***

Barker agrees to:

- 1.1 Provide home study and post-placement services in accordance with all applicable Federal, State, and/or District of Columbia statutes, regulations, and court procedures;
- 1.2 Provide information to Adopting Parents about Barker’s domestic older child adoption program (Project Wait No Longer: Permanency for Foster Youth), which involves the adoption of older children and/or those with special needs from public foster care;
- 1.3 Provide pre-adoption group training and continuing educational courses (some of which may be required by Adopting Parents’ jurisdiction of residence) to educate Adopting Parents concerning general adoption issues, as well as those specific to domestic adoption, including the adoption process, and the characteristics, needs, and issues of adopted children; and the specific issues relating to the adoption of older children or children with physical, emotional or behavioral special needs;
- 1.4 Provide guidance to assist Adopting Parents in completing the home study process, including their preparation of documentation paperwork, and arrangement for home study interviews;
- 1.5 Submit the home study of the Adopting Parents to facilitate the adoption process; e.g., submission to the Department of Social Services, another adoption agency, an adoption attorney, the Interstate Compact for the Placement of Children (“ICPC”), or the court where the adoption petition is pending;

- 1.6 Provide guidance to Adopting Parents that includes information on referrals to other professionals (*e.g.* therapists, education specialists, and medical specialists), financial processes (*e.g.* subsidies, monthly maintenance stipends, and the adoption tax credit), health insurance procedures (*e.g.* Medicaid/Medical Assistance coverage for the child) and referrals to other individuals or agencies as Barker may deem necessary, throughout the adoption process, the post-placement period, and the post-adoption process;
- 1.7 Provide the case summary of a referred child to Adopting Parents, with the assistance of the specific Department of Social Services that holds the guardianship of the child, presenting available relevant information, including birth parent social and medical history and the child's social and medical information and foster care history, in order to facilitate prospective matching and placement of a child;
- 1.8 Provide Adopting Parents with all available social and medical information on the child referred, including to the fullest extent practicable, a correct and complete English-language translation of any documents in a foreign language. If referral information contains summaries or compilations of medical records, Barker shall seek to obtain from the Department of Social Services' case worker for the child the underlying medical records. Barker, through communication and coordination with the specific Department of Social Services, shall use reasonable efforts to obtain information 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. The Agency will not knowingly withhold or intentionally misrepresent referral information, nor will the Agency deny or terminate placement until the Adopting Parents have had a reasonable period to consider the child's needs and their ability to meet those needs, and to seek medical review;
- 1.9 As appropriate and in coordination with the specific Department of Social Services, encourage openness in the adoption process by educating and guiding Adopting Parents through the potential opportunities and degrees of contact with birth parents and other members of the birth family;
- 1.10 If legal issues arise in the domestic adoption of an older child or a child with special needs, recommend to adopting parents that they seek professional legal counsel in order to understand the specific legal concerns.;
- 1.11 Inform Adopting Parents about costs to them that are associated with the circumstances of a potential placement as discussed during the application interview and at subsequent meetings relating to a specific adoption process;
- 1.12 Communicate with the Department of Social Services, another adoption agency or adoption attorney if the Adopting Parents are using Barker's Project Wait No Longer

- program or individual services, in order to coordinate the adoption process and activities;
- 1.13 Facilitate the matching process with the specific Department of Social Services that has custody of the child waiting to be adopted from public foster care and the Adopting Parents, as well as facilitate visitation between the Adopting Parents and the waiting child or children;
  - 1.14 Provide information on the process for the option of Foster-to-Adopt in Project Wait No Longer as an alternative process to use in assessing the viability of adopting an older child or one with special needs from the public foster care system;
  - 1.15 Prepare an individualized post-placement child transition plan for the Adopting Parents, in collaboration with the Adopting Parents and the specific Department of Social Services, in order to ease the child's transition into the home and guide the Adopting Parents in the transition process.
  - 1.16 Provide monthly post-placement supervisory visits, with additional contacts as deemed necessary by the Adopting Parents' social worker, supervisor, the child's social worker and the Department of Social Services agency holding legal custody of the child, and, as required by the laws of the jurisdiction in which Adopting Parents reside;
  - 1.17 Prepare and submit post-placement written reports as required, by statute, court procedure, or administrative regulation, and otherwise satisfy any other post-placement requirements;
  - 1.18 If appropriate, prepare and present a Post-Placement Agreement to Adopting Parents, for the purpose of specifying responsibilities and opportunities for continuing contacts with the birth family;
  - 1.19 Provide information on cultural resources, therapeutic and educational services, and other community resources, and assist in coordination of the services during the post-placement period as available and deemed necessary by Barker or the Department of Social Services and/or reasonably requested by the Adopting Parents;
  - 1.20 Assist Adopting Parents and their chosen attorney with adoption finalization;
  - 1.21 Invoice Adopting Parents in accordance with Barker's Domestic Adoption Fee Agreement for Project Wait No Longer addressed in part below at Articles 2.27 and 3.8;
  - 1.22 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;

- 1.23 Reserve the right to contact the appropriate Department of Social Services that has legal custody of the child and have the child removed from the 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; and
- 1.24 Hold in strict confidence all information and documentation on Adopting Parents and on the referral of any children unless written permission is provided by the Adopting Parents with specific reference to what agency or professional attorney or social worker can receive their information.

## ***ARTICLE 2***

### ***ADOPTING PARENTS' RESPONSIBILITIES AND OBLIGATIONS***

Adopting Parents agree to:

- 2.1 Comply with all applicable Federal, State, and/or District of Columbia laws and regulations and court procedures pertaining to domestic adoption including any specific requirements relating to the adoption of an older child and/or a child with special needs from public foster care;
- 2.2 Comply with Barker's pre-adoption group training and online learning requirements (including any continuing education requirements of the Adopting Parents' jurisdiction of residence during the pre-placement period), with the understanding and acceptance 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 and home study updates in a timely manner, with the understanding and acceptance that failure to do so could result in delay of the process and/or in closure of their case;
- 2.4 Be available for the home study, home study updates, and post-placement supervisory interviews with Barker social workers at mutually convenient times, generally during business hours;
- 2.5 Disclose all requested information to Barker during the application interview, home study, and post-placement process, with the understanding and acceptance that failure to disclose information or the misrepresentation of information could result in disapproval of the home study and/or in withdrawal of home study approval and/or placement of a child;

- 2.6 Strive to provide Barker staff with an honest and realistic assessment of the age of the child, medical conditions, mental health and behavioral issues acceptable in the child whom Adopting Parents seek to adopt;
- 2.7 Keep Barker staff informed of major changes in family and/or any anticipated changes in family. Until the formal post-placement supervision is complete and finalization of the adoption has occurred, Adopting 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 care or adoptive process through another agency; the receiving of a child placement through another agency (which legally cannot occur until the pending adoption is finalized); any new medical conditions of Adopting Parents; relocation to a new residence; new residents in the home since the time of the initial home study; changes in employment of Adopting Parents; arrests or the 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 days of the change or occurrence;
- 2.8 Attend any meetings and sessions scheduled by Barker Staff for the purpose of identifying a potential child placement through the presentation of a case summary and the matching process. In instances where a proposed placement referral has been made by the social worker of the specific Department of Social Services and the Barker staff, Adopting Parents understand they will have a reasonable period to consider such referral and have no obligation to accept the placement 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, and one who is knowledgeable about adoption if possible, 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, or developmental condition;
- 2.10 Accept that Barker's agents or independent contractors will not personally conduct an assessment, an evaluation, a test, or a background investigation of the child, but instead must rely upon information provided by the birth parents, agency, or institution (e.g. the Department of Social Services) 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; foster care history or previous history;

- 2.12 Accept that the child may have medical, psychological, developmental, intellectual, emotional, or physical conditions that may have been undiagnosed, misdiagnosed, or misstated;
- 2.13 Follow instructions and authorization from Barker Staff concerning contacts with persons and entities during the adoption process, either personally or through a third party, including, but not limited to members of the ICPC, medical personnel, government officials, foster parents and the staff of the specific Department of Social Services that has legal custody of the child;
- 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 fully responsible for the care and support of the child, including medical, counseling/psychiatric expenses, childcare, 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 that the child will receive health benefits under the Medicaid program through the child's State of residence through the date of finalization of the adoption; pursuant to the Interstate Compact on Adoption and Medical Assistance that provides these benefits which generally transfer from the child's State of residence to any different State of residence of the Adopting Family. Adopting Parents understand and accept their obligation to provide health insurance coverage for the child no later than the finalization of the adoption;
- 2.15 Cooperate fully with Barker's requirement that the Agency conduct a minimum of monthly post-placement 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. Adopting Parents agree to make themselves available at mutually convenient times, generally during business hours. These post-placement visits are necessary to ensure timely completion of the Agency reports. At each visit the Adopting Parents' shall provide written progress reports and medical evaluations of the child to their social worker. Adopting Parents further acknowledge and accept that there may be additional post-placement requirements based upon Agency guidelines and/or jurisdictional mandates of the jurisdiction in which the adoption is to be finalized and/or the requirements of the Department of Social Services that has legal custody of the child;
- 2.16 In the event Adopting Parents move their residency during the post-placement supervisory period from the District of Columbia or a State in which Barker is licensed, follow instructions of the Department of Social Services that has legal custody of the child and the Barker staff to work with a licensed adoption agency acceptable to both agencies in their new State or country of residence to complete their post-placement obligations. The regulations of Interstate Compact for the Placement of Children must

be complied with if the Adopting Parents move from their jurisdiction of residence during the post-placement supervisory period and prior to the finalization of the adoption;

- 2.17 Acknowledge and accept Barker's policy that, based on the needs and age of the child, Barker will work with Adopting Parents to prepare an individualized post-placement child transition plan for the Adopting Parents, which both Barker and Adopting Parents will sign. In general, Barker requires one parent (or a combination of both parents) to make his or her work schedule as flexible as possible during the initial transition period when a child comes into the home, and to ensure that an Adopting Parent is available at home when the child is not at school, after-school activities or camps. Barker encourages parents to consider having one parent available at home as needed to care for the child for a period of at least four weeks immediately following placement to ease the child's transition into the home;
- 2.18 Comply with the legal process of finalizing the adoption, according to requirements and regulations of their State or the District of Columbia, as applicable, and Barker; and understand and accept responsibility for all legal costs associated with 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 the prior consent of the specific Department of Social Services having legal custody of the child and Barker during the post-placement supervisory period;
- 2.20 Keep Barker timely advised of their current address, email address, and telephone numbers, in order to be able to receive correspondence and updated information that may be added to their adoption file;
- 2.21 Accept that Barker cannot guarantee the placement of a child, the accuracy of projected time frames, and the length of the adoptive process; these are subject to change at any time and include multiple variables beyond Barker's control;
- 2.22 Acknowledge and accept that the case summary, containing birth parent social and/or medical history and the child's medical, social, and foster care history, and which is presented for the purpose of facilitating prospective matching and placement of a child, is limited to information provided to the Barker Staff by the specific Department of Social Services and given to the Adopting Parents at the time of presentation;
- 2.23 Acknowledge and accept that while Barker facilitates the provision of information relating to medical, social and legal issues as given to us by the Department of Social Services, the Agency and Staff do not provide legal and/or medical advice and strongly encourage Adopting Parents to obtain their own legal counsel and medical consultations;

- 2.24 Acknowledge and accept that pre-placement and/or post-placement meetings with birth parents, birth family members and/or foster parents, usually are facilitated and arranged by staff of the specific Department of Social Services;
- 2.25 Understand that should significant concerns arise among Barker staff that it is not in the child's best interest to remain in the care of Adopting Parents; Barker will work with the specific Department of Social Services that has legal custody of the child to develop and implement an intervention plan. Adopting 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 of the adoption. Adopting 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. Adopting Parents agree to give sufficient notice to Barker and the Department of Social Services if they believe an intervention plan is needed, to enable appropriate arrangements for the child's care. Adopting Parents acknowledge their responsibility to cooperate with Barker and the Department of Social Services 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, Adopting Parents agree to submit all the child's personal, medical, and legal documents, *e.g.*, birth certificate and passport to the Department of Social Services or Barker as requested (an amended birth certificate and a passport are not available until the adoption is finalized);
- 2.26 Agree to submit payment of all fees promptly and in full upon invoicing as per Barker's Domestic Adoption Fee Agreement for Project Wait No Longer;
- 2.27 In addition, affirmatively represent that they do not have convictions, are not under indictment, and do not possess evidence of their involvement in any criminal activity involving violence against a person, child abuse or neglect, sexual misconduct, gross irresponsibility or disregard for the safety of others, or violations of accepted standards of ethical conduct. Adopting Parents also agree to report all cases in which they have been fingerprinted in conjunction with any alleged 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, or the District of Columbia, and the FBI, and that any new violations occurring during the adoption process must be reported immediately to Barker; and
- 2.28 Acknowledge the following assumptions of risk and hereby release Barker from liability as follows:



- 2.28.1 Adopting Parents acknowledge that Barker has provided them with information regarding the risks of domestic adoptions of older children and those with special needs from public foster care, including the attached sheet titled Medical/Social/Psychological Information. They understand that Barker cannot warrant the accuracy of any child's medical information where such information is provided by a hospital or medical professional or the Department of Social Services office that is involved. 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 domestic adoption and adoption of older children from public foster care and the uncertainty about the accuracy of the medical information they shall receive;
- 2.28.2 Adopting Parents acknowledge that the child referral information may be limited or erroneous with respect to: 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;
- 2.28.3 Adopting Parents acknowledge that it is their responsibility to seek out whatever medical, developmental, and psychological evaluations of the birth parents' and child's social and medical history and/or child referral information provided by the specific Department of Social Services with Barker's assistance 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 or any explanations of medical issues;
- 2.28.4 Adopting Parents release Barker and its employees, officers, directors, trustees, agents or independent contractors, past or present, from any and all liability, except in the event of 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 or adopted by them in the United States; and
- 2.28.5 Adopting Parents specifically waive any claims 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 Adopting Parents receive prior to placement. Adopting Parents also waive any claims against Barker, its employees, officers, directors, trustees, agents, or independent contractors, past or present, should their child develop an illness, mental health problems, or other developmental or health difficulties.

The obligations, waivers, and assumptions of risk of both parties under this Article 2.28 survive termination of this Agreement, subject to applicable statutes of limitation.

## **ARTICLE 3**

### **BARKER POLICIES**

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

#### **3.1 Home Studies**

- 3.1.1. Barker offers adoption preparation and home study services specific to the adoption of an older child and/or a child with special needs from public foster care but does not under any circumstance guarantee the approval of a home study. The Agency 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 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.
- 3.1.2. Home studies conducted by Barker are the property of the Agency 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.
- 3.1.3. 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.

#### **3.2 Selection of Gender and Ethnicity**

- 3.2.1 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.
- 3.2.2 Barker encourages applicants wherever possible to be open to the referral of a child of any race or ethnicity so that more youth in foster care will have the opportunity to be placed in permanent loving homes. The Agency recommends that applicants open to adopting cross culturally provide an environment for the child that will help maintain the child’s cultural connections, ethnic background and heritage.

#### **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 domestic adoptions at the same time. For applicants in Barker's Project Wait No Longer program, Barker's policy allows for the adoption of sibling groups as long as the necessary requirements are also met for the specific Department of Social Services involved. 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.

### 3.4 Ethical Practices

Barker provides ethical adoption services for the purpose of ensuring that domestic 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. .

### 3.5 Grievances and Complaints

Applicants may appeal the clinical decisions of professional Barker staff and file a complaint 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 any services or activities of the Agency, 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, adopting and adoptive parents, and adopted persons to bring to the Agency's attention complaints concerning services or activities of the Agency that require the Agency's management review.
- (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, 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 thirty 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 or the Agency's accreditation authority. 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 to view complaint records.

#### 3.6 Charitable Donations

While philanthropic contributions are welcomed as fee income from adopting parents typically covers only 50% or less of a child placement, 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.

## ***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 domestic adoption.**

\_\_\_\_\_  
Applicant A's Full Name (please print)

\_\_\_\_\_  
Applicant A's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant B's Full Name (please print)

\_\_\_\_\_  
Applicant B's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Program Director's Signature  
**The Barker Adoption Foundation**

\_\_\_\_\_  
Date

**ATTACHMENT TO:**

**SERVICE PLAN AND AGREEMENT  
(Project Wait No Longer)**

**MEDICAL/SOCIAL/PSYCHOLOGICAL INFORMATION**

Most of the children whom Barker has placed over the years, by parent report, have been healthy and have overcome delays or other difficulties that they may have had at placement. Nonetheless, there are risks inherent in becoming a parent, and there are additional risks inherent in becoming a parent of a child who has had a difficult beginning and/or whose history may be unknown.

If it was necessary for a child to enter the welfare system past infancy, his or her family was probably under severe stress. During highly stressful periods of family life, children are at risk for neglect or abuse. Children in institutions typically have developmental delays and the longer they are there, the greater the delay. A child's genetic endowment, experience, exposure to toxins, and, very importantly, the understanding and love the child receives after joining a family all contribute to the child's strengths and vulnerabilities. Most children are resilient.

With parental care, devotion, and stimulation, the great majority of such children catch up with their peers; their progress is a special joy to their parents. However, some children, despite parental love and devotion, will have lasting difficulties that may manifest themselves emotionally, physically, and/or cognitively. All prospective parents, but particularly those considering the adoption of a child whose early care has been inadequate, need to think carefully about whether they would be able to adapt to being parents of a child who has special needs -- and whether they could ultimately discover new ways of defining success and finding joy and satisfaction in parenting.

Children adopted from institutions or foster care may be at an increased risk for having learning difficulties and language delays, depending on their past medical history and length of institutionalization. With the growing body of information about brain development, professionals now recommend early intervention if there are signs of difficulties. Children usually respond positively to extra help in the form of special support from their parents, individualized educational plans, and/or therapy. Some children, however, will continue to struggle.

Children adopted from institutions or foster care may be small for their age, especially if they have been institutionalized for a significant period of time. Typically, they have a significant growth spurt after joining their families. Many children, however, will remain small due to genetic factors and/or the impact of pre- or post-natal stress and inadequate nutrition.

Prospective parents adopting older children should talk in depth with their social worker about the issues that may be present for children placed at an older age. These children usually have suffered neglect or abuse. We suggest that applicants read about older children adoption, talk with parents who have adopted older children and use other community resources to understand how children may be affected by their early experience, what strategies might be most effective in helping them in their adjustment, and what kind of resources they may need.

Interpreting pre-placement information is often difficult because of the lack of context. For example, to understand the history of an eight-year-old with multiple mental health diagnoses such as impulse control disorder, anxiety and adjustment issues one would need to know information such as when a child entered into foster care and the reasons why and the number of foster homes where a child has lived. To understand the significance of an eleven-year-old's inability to communicate well with other people and to make friends with peers, one would need to know what medical diagnostics have been conducted to explore issues such as hearing loss or the extent of testing for learning disabilities.

The following is a **partial** list of some possible conditions that youth may experience, some of which may be as a result of medical problems, abuse and/or neglect and foster care placement:

Attention Deficit Hyperactivity Disorder	Complications of prematurity
Respiratory problems	Mental retardation
Delayed development	Attachment problems
Scabies or lice	Cerebral Palsy
Lactose intolerance	Fetal Alcohol Syndrome or Effect
Learning disabilities	Undiagnosed genetic problems
Malnutrition	Congenital heart defects
Hepatitis or other infectious disease	Vision, hearing/speech problems
Growth Issues	Unreliable vaccination history
Depression	Impulse Control Disorders
Sexual Acting Out	Sleep Difficulties
Oppositional Defiant Disorder	Peer/Relational Problems
Anxiety Disorders	Adjustment Disorders
Bipolar Disorder	

Parents may surely discuss with their social worker concerns about medical risks, but parents must also remember that staff do not have medical training and cannot offer medical opinions. We suggest that prospective parents educate themselves about health concerns that may arise for children adopted from institutions or foster care. The Agency may have articles about specific issues in which you are interested. The Internet is also a resource for medical information. We strongly recommend that prior to referral, parents choose a pediatrician who has experience with adopted children (especially those children adopted at an older age). This doctor can then be a resource at the time of referral. Barker will relay to the family all of the



information it receives on the child. In addition to consulting with their pediatrician and specialists, prospective parents may also consult with one of several excellent adoption clinics.

In the event that prospective parents do not feel comfortable becoming parents of a particular child because of the medical or social information on that child, or the absence of such information, Barker will support the family in its decision. There is no obligation to adopt.

**I have read and understand this statement concerning medical/social/psychological information.**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_