

INTERNATIONAL *Family Services*

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ADOPTION SERVICES AGREEMENT AND CONTRACT

(To be completed if you plan to adopt internationally)

PURPOSE OF DOCUMENT

0.1 This agreement and contract has been prepared in order to provide International Family Services (hereinafter referred to as "IFS") clients documentation and explanation of the services/claims provided by IFS, the services/claims not provided by IFS, and the potential problems inherent in an international adoption. This document should not be signed by the client (prospective adoptive parent(s), hereinafter referred to as "the client") for at least three business days after its receipt. This will ensure the client time to read and reread the information in this document. It will also allow ample time for the client to ask questions and express concerns that arise from this document. It is important for new IFS clients to recognize that unforeseen situations and/or actions by other entities, whether in this country or abroad, may alter the adoption process as expected and planned.

GENERAL TERMS

1.0 The undersigned client applicant requests services for international adoption through IFS, a licensed child placement agency, a corporation registered in the State of Texas. Through this Adoption Services Agreement and Contract, IFS commits to work toward the referral of a child(ren) to the client. Correspondingly, the client commits to work with IFS as understood by this Contract.

1.1 Client files are kept strictly confidential except when information must be provided to third parties as indicated below.

1.2 The client grants IFS permission to disclose to third parties such information provided by the client as IFS deems necessary for the performance of services to the client, and further grants permission to IFS to disclose, by way of titled photographs, the successful outcome of an adoption. The client also agrees to complete and return a Client Evaluation Form, giving an evaluation of the services performed on the clients behalf by IFS, within 30 days of the child(ren) arriving in the United States.

1.3 In the course of an adoption International Family Services must, as a matter of routine, work with third-party entities to complete an adoption. These kinds of entities include, but are not limited to, service providers in the direct provision of adoption services, home study agencies, adoption attorneys, government regulators and authorities, travel agents, courier services, translators, state, federal and international government and court offices. However, for reasons related to client confidentiality, in compliance with both state and federal law as well as Hague law and HIPAA rules and standards, IFS will not discuss a client's file and confidential client adoption information with other entities or intermediaries who are not providing adoption services including, but not limited to, adult children, extended family members, friends, associates, or anyone who does not have a legal or service responsibility in an adoption.

1.4 The client states that all data provided by the client as part of this application and all data to be provided during all aspects of the service and the adoption process are and will be true and complete to the best of the client's knowledge. The client understands that there is risk in foreign adoption and that while IFS will diligently pursue the completion of an adoption for the client, IFS cannot control all aspects of the process, nor can IFS assure a successful outcome. In the event of any occurrence which impedes the successful outcome of an initial adoption effort, IFS will work with the client for so long as reasonably necessary in pursuit of alternative adoption possibilities. The client understands that the completion of this application does not assure the referral of a child(ren) for the client from the preferred country nor does the completion of some or all of agreed-upon IFS services assure the referral of a child(ren) for the client from the preferred country.

1.5 The client hereby waives any and all claims which the client may have now or in the future against IFS and its directors, officers, employees, agents and/or representatives including physicians. The client agrees to hold IFS and its above described directors, officers, employees, agents and/or representatives, including physicians, harmless against any claims known and unknown now, existing or in the future, which may arise out of this application, receipt of services from, or successful or unsuccessful adoption through IFS.

1.6 IFS requires that the client who applies for services and is accepted for child referral will not pursue child referral or placement through any and all other sources while this contract is in force. If the client applies to receive or receives a child referral or assignment through any source other than IFS, during the term of this agreement, IFS will close the case and all fees/expenses due to IFS at the time of notification will be due the last day of the calendar month in which the case is closed. There will be no refunds. In the event the client reapplies with IFS for assistance with another international adoption, no funds from the previous agreement will be credited to the new agreement.

1.7 In the event of a disruption of adoption proceedings prior to, or dissolution of the adoption after, the issuance of a final adoption decree by a judicial or quasi-judicial authority in the United States or abroad, IFS will attempt to arrange for supportive and placement services for the child(ren) and the client when possible. The adoptive parent(s) party to the disruption or dissolution shall assume full financial and logistical responsibility for any such services incurred in meeting the child(ren)'s needs. These expenses include, but are not limited to, counseling, child placement and legal services, medical, foster or respite care, and psycho-social, medical and educational evaluations of the child(ren), whether or not these services lead to a new and/or final adoptive placement. Note, many local social service agencies will not take custody of foreign born children in cases of disruption or dissolution.

FINANCIAL STEPS AND DISBURSEMENT OF FUNDS

2.1 **APPLICATION AND AGENCY COORDINATION FEE** – An application fee of \$400 and an international adoption coordination fee of \$4,550 will be due in full with the signing of this document, the Adoption Services Agreement and Contract (non-refundable). There may be additional fees for the adoption of multiple children. The agency coordination fee covers 1) expenses and time in communicating with the client(s), out-of-state home study agency or international placement agency regarding international adoption procedures, including expenses in communications by telephone, letter or Federal Express, regarding application, approval procedures, and initial dossier preparation; 2) the review of all documents including but not limited to verifications, certifications, apostilles, notarizations and legalizations (all expenses directly related to notarizations, authentications, apostilles and certifications of documents are not covered in this fee and will be the responsibility of the client); 3) for those families adopting through one of IFS' in-house adoption programs, communication with our contacts in the client's chosen country and sending the client's dossier, by air courier, or person to person, for immediate processing at the foreign embassy in the United States or respective government authority in the foreign country; 4) upon receiving the child referral, communication with the client regarding the information provided on the child(ren) and communication back to the foreign source of the client's acceptance; and 5) coordination of all necessary documentation and arrangements for the client's travel abroad, including a foreign contact to meet the client upon arrival in the foreign country.

2.2 **NOTE:** If after the payment of the Agency Coordination Fees and signing of this document, the Adoption Services Agreement and Contract, the client(s) should change his/her/their mind about the adoption or wish to, in any way, cancel this contract, all fees shall be considered as having been disbursed for services rendered and are non-refundable.

2.3 However, if the country of the client's choice has changed the adoption laws, regulations or procedures making it impossible for IFS to continue adoption proceedings, then the client will have the option to continue adoption proceedings in another country (if available) and will be given the same priority in the new country, as in the previous one. Should this occur, the client will be responsible for any fees charged by the client's home study agency because of program changes. IFS will pay 50% of the new translation, certification and legalization costs involved in a program change necessitated by circumstances beyond IFS' control.

2.4 If the client should choose to cancel this agreement, because another country is not available or suitable to the client, then \$200 of the Processing Fee will be returned to the client.

2.5 **COUNTRY PROGRAM FEE** – Country program fees vary depending on the country the client chooses and the fees the country and/or inter-country attorney will require (see individual program descriptions). Country program fees are subject to change without notice. All country program fees are due at the time of the child acceptance, except as noted in the country program description.

2.6 All country program fees are subject to change without notice. Travel, lodging, meals and transportation for the client, as well as the foreign coordinator or translator/interpreter, as well as the child(ren)'s medical, visa, inter-country document notarization or authentication, and foster care (if applicable) are the responsibility of the client. Translations, legalizations and certifications are included in the country program fees for most of the programs. In others, they will be billed separately and at the lowest possible rate accessible to IFS. Please refer to the program in the chosen country.

2.7 It is understood that international adoption can be an emotionally stressful process. It is in the best interest of both IFS staff and the client to act in a professional manner at all times. IFS retains the right to terminate, or put on hold, for a period of time deemed appropriate by IFS, all activity related to the client's adoption should IFS determine that the client is managing his/herself /themselves in an unreasonable or verbally abusive manner, or exhibits unreasonable expectations related to their adoption, based upon IFS' own professional assessment. In the event of such termination of this Adoption Services Agreement and Contract by IFS, all fees then due and payable to IFS for services rendered and expenses incurred to that point, on the client's behalf, shall be paid by the client during the calendar month the case is closed.

2.8 IFS cannot guarantee the performance of the local or foreign country governing entities involved in the adoption process, and IFS has no direct control over any government authority. No refunds can be made of any fees and expenses already paid directly to IFS, except as noted.

2.9 The client understands that translations, legalizations and certifications of documents necessary to submit with the client's dossier for final child referral will be paid by the client in full at the time such services are rendered, if not included in the program fee (see program description of choice).

2.10 The program description of the country chosen by the client is a part of this contract. In addition to the payments for services provided by IFS as outlined in this Adoption Services Agreement and Contract and attached program descriptions, there may be other additional independent costs associated with the foreign adoption process, as outlined in the program descriptions. If additional fees unique to this adoption are incurred, IFS will explain the purpose of the fee prior to the fee coming due.

2.11 Client families who enter into an IFS adoption program in Russia understand that IFS networks with Russian accredited agencies while (at the time of the writing of this document) IFS is not directly accredited by the Russian Federation.

2.12 The client also understands the limits within which IFS has to work and the potential problems and waiting periods associated with an international adoption. The client therefore, understands and agrees with all the information and policies included in this contract. The client has read, understands and agrees with all the information included herein and accepts said information as the policies and conditions for working with IFS.

2.13 All fees, of whatever type, are non-refundable except where specifically noted.

CONTRACTUAL OBLIGATIONS

3.1 International Family Services is a non-profit organization specializing in assistance with foreign adoptions, as a licensed child placement agency. For U.S. residents, outside of the state of Texas, Arizona, Oregon, and Pennsylvania, IFS does not prepare home studies, nor post-adoption reports, except for those required by some of the foreign governments. In most cases, these post-adoption reports are required to be completed by the client, with regard to the adopted child(ren), for up to three years after adoption. The client agrees that if such post-adoption reports are required by the foreign government, that the client will complete these reports as required by the foreign country, and will forward these reports to IFS, in a timely manner, for the entire duration of the reporting period. IFS will take responsibility for forwarding the required post-adoption reports to the foreign country. Translations may not be included in the service and support fees (see program description of choice).

3.2 For those clients completing home studies with licensed placement agencies other than IFS, the home study agency must comply with the following qualifications: 1) be a licensed child placement agency authorized to complete international home studies; 2) work cooperatively with IFS to insure the home study is prepared in accordance to the laws of the foreign country; 3) forward two signed and notarized, original copies of the completed home study to IFS in a timely manner; and 4) abide by all the post-adoption requirements as outlined in the Post-Adoption Reports and Registrations section (5.1 - 5.13) of this Services Agreement and Contract.

- 3.3 As an international child placement agency, IFS will do the following:
- Communicate with the client regarding international adoption policies and procedures.
 - Work in conjunction with the client's home study agency and state authorities to assure that all documents follow the proper format to meet the criteria of the client's chosen country.
 - Complete all dossier and inter-country documentation necessary to complete the adoption in the foreign country.
 - Offer assistance with Citizenship and Immigration Services procedures and U.S. Embassy document preparation.
 - Provide international contacts that will help locate a child for the client.
 - Provide documentation for obtaining a visa to enter the foreign country.
 - Assist in travel and cultural preparedness and arrange for transportation and lodging in the foreign country.
 - Handle document translation, certifications and legalizations at embassies, consulate offices and foreign courts.
 - Provide telephone, fax, telex, document delivery services (USPS, FedEx, UPS, etc.) and e-mail communication pertaining to the adoption of your child.
 - Provide a translator/interpreter/escort for the client while in the foreign country.
 - Arrange for the child's medical and visa appointments in the foreign country.
 - Provide post-adoption supervision and support, as well as outside referral services to assist the client and the child(ren) upon return to the U.S.

3.4 IFS refers children from a variety of foreign countries. Most available children range in age from 6 months to 15 years. Final adoption decrees are determined by the court system in the client's chosen country. IFS will expedite all matters in an ethical and legal way.

3.5 It is acknowledged that: IFS represents that medical and other information about the child referred is the most complete information provided to them by their international network as of the time of referral; accurate testing procedures for Hepatitis B, TB, and HIV and other tests may not be possible, but that all efforts will be made to obtain said tests. The client accepts the risk that the referred child may test positive for various tests after entry into the U.S. IFS will provide to the client any additional information, either positive or negative in nature, about the referred child, either from domestic or foreign sources.

3.6 Under certain conditions, IFS will not be able to successfully complete an adoption after child referral and acceptance. The conditions include, but are not limited to, the following: 1) the child is no longer available for international adoption due to domestic adoption abroad, the reassertion of the birth family's parental rights, the child developing a serious illness/death, or changes in international adoption procedures in the child's home country; 2) the reversal or non-receipt of a positive recommendation to adopt by or from the client's home-study agency; 3) a change in the client's profile, either through a change in the client's circumstances or through new information about the client's personal or family history, which may endanger the health or safety of the child; or 4) a breach on the client's part of this contract with IFS for adoption services.

3.7 Estimates for length of travel are given to the best of IFS' understanding based on previous experience in the foreign country and those given by foreign resources, officials and judges. Travel time can be extended for a number of reasons, including, but not limited to, strikes or moratoriums in the foreign governments; illness of government employees such as judges, ministry, adoption center or orphanage officials; holidays in the foreign countries; requirements imposed by the courts; etc. The number of trips may need to be increased due to the above conditions or an escort for the child(ren) might be required. The financial resources of the client should be sufficient to cover additional trips if necessary. IFS cannot be liable for expenses necessitated as a result of additional trips.

3.8 It is the policy of IFS that a client may choose the gender of the child(ren) they wish to adopt and may indicate an age preference, however "infant" refers to age 0 -1 year, with the understanding that the wait for a referral of an infant may be significantly longer, and that a referral of a girl can be significantly longer than for a boy. IFS will endeavor to refer the preferred age and gender of the child(ren), but the client needs to remain flexible. Furthermore, the client understands and accepts that in many cases it is up to the sole discretion of foreign government officials to discern which child(ren) will be referred to the client and the client acknowledges that IFS has no power or authority over foreign governments, their decisions, nor the process of adoption of foreign born children.

3.9 Sometimes, a case takes longer to process in the foreign court than estimated. Therefore, a child(ren) at the time of adoption could be older than the client expected, when the referral was originally accepted. Because permanency planning for a child(ren) is involved, and as the adoption laws of other countries vary, a client cannot refuse to accept the child following foreign court approval, based on an older age than was anticipated.

3.10 IFS will furnish the client with all medical and social information that becomes available to IFS concerning any child referral. IFS cannot guarantee the total completeness or accuracy of such information; therefore, the client understands and accepts that the child(ren) could possibly be found to have, prior to finalization of the adoption, or arrive after the finalization of the adoption, with undiagnosed physical, emotional and/or developmental problems. The client acknowledges that the client may discover additional information either positive or negative in nature, about the child(ren) referred, either from domestic or foreign sources and shall hold harmless IFS concerning any consequences of this newly discovered information. The client acknowledges that IFS endeavors to refer children with the potential for good health (unless otherwise requested), but acknowledges that IFS considers all orphaned children to be special needs children, regardless of the duration of time spent in institutionalized life. Due to factors beyond IFS' control, medical and social background information on the referred child(ren) and birth families are sometimes very brief in nature; in some cases there is no information available at all.

3.11 The client understands that under certain conditions, IFS will not be able to successfully complete the adoption of the referred child(ren) for the client. The conditions include, but are not limited to, the following: 1) the child is no longer available for international adoption due to domestic adoption, the reassertion of the birth family's parental rights, the child developing a serious illness/death, or due to changes in international adoption procedures in the child(ren)'s home country; 2) the reversal or non-receipt of a positive recommendation to adopt from the client's home study agency; 3) a change in the client's family profile, either through a change in client family circumstances or through new information about the client's personal or family history, which may endanger the health or safety of the child(ren), 4) a breach, on the clients part, of the client's contract with IFS for adoption services.

3.12 IFS will work diligently to assure a successful adoption. Clients who enter the international programs are agreeing to work with the fluctuations in government policies and delays over which IFS has no control. Final determinations and decrees in adoption proceedings, with regard to foreign judges, adoption center, orphanage and ministry officials, etc. in any of IFS's programs is beyond IFS's control. IFS can assist the client with sources in different countries, but IFS cannot guarantee the successful outcome of the adoption. IFS carefully chooses competent, knowledgeable, honest colleagues, lawyers, etc. to work with, both in the United States and in the foreign countries, who have a proven record of integrity and success. When countries, such as those in Eastern Europe, are in a state of political change or upheaval, adoption laws can change without notice. Should this occur in the country chosen, the client will be given the choice of "waiting it out" in that country or moving their documents to a new country, if available. The client will be given the same priority in the new country that they had in the previous one.

3.13 The client also understands the limits IFS has to work within and the potential problems and waiting periods associated with an international adoption. The client therefore, understands and agrees with all the information and policies included in this agreement and contract. **The client has read, understands and agrees with all the information included herein and accepts said information as the policies and conditions for working with IFS.**

CONFIDENTIALITY AND NON-DISCLOSURE

4.1 The nature of the services provided by IFS requires strict confidentiality regarding all aspects of information and proprietary systems created or utilized by IFS. These proprietary systems include, but are not necessarily limited to: client information, program information, names and/or locations of available orphaned children, international coordinators, orphanage or adoption center officials, their staff, or any confidential affiliate of IFS in this country or internationally, as well as forms or applications completed by the client for use in the course of completing an adoption.

4.2 By signing and dating this document, the client agrees that the proprietary information of IFS, mentioned above and throughout this document, is the sole property of IFS.

4.3 Therefore, the client agrees not to discuss, divulge, or in any other way distribute or duplicate, verbally, by hand, or electronic means, in whole or in part, any and all proprietary information, mentioned above, concerning IFS as a corporate entity or its independent contractors, to anyone not officially associated with IFS, apart from that information normally distributed and/or obtained during the informational process, prior to signing the Adoption Services Agreement and Contract. The client agrees to respect this confidentiality while a client of IFS and after any contractual relationship with IFS has ended.

POST-ADOPTION REPORTS AND REGISTRATIONS

5.1 Post-Adoption Reports (PARs) are home visits or contacts and/or post-adoption reports (similar to a home study) and are required by most foreign authorities and/or courts. These may or may not be similar in type or number to those required in the client's home state. PARs provide an opportunity to assess how the adoptive parent(s) and child are adjusting as a new family and make available the exploration of any concerns about attachment, parenting, behavior problems, or health issues. In many cases a licensed adoption caseworker from the state where the client resides makes a series of personal contacts with the adoptive family. In other cases PARs are written observations and reports completed by the adoptive parent(s).

5.2 Post-Adoption Reports assure the governments and foreign courts that the adopted children are healthy, loved, and well taken care of and affirm that they (the foreign authorities) have made a decision in the best interest of the child. For the referral process in foreign countries to continue, and for orphan children in those countries to have an opportunity to be adopted, it is vital that all of these post-adoption requirements are met. Countries that require PARs consider these reports serious business and the legal obligation of the adoptive parent(s). PARs usually include a written report and a few pictures of the child and their new family and home. These are sent by the parents or by a social worker, through IFS, to the foreign officials/courts.

5.3 Post-Adoption Report requirements can change from country to country and at the discretion of the governments and/or officials of those countries. The client will need to work closely with their IFS program director and/or IFS post-adoption report supervisor to learn the current requirements in the country/region from which they are adopting. By signing this document the family agrees to abide by any PAR requirement changes that might be made by the country where they adopt.

5.4 Post-Adoption Reports are crucial to the continuation of international adoption in most countries. In most cases IFS is responsible to guarantee the foreign authorities that every client family required to submit PARs actually does so. The failure of the client to abide by these laws can adversely influence IFS's (and other adoption agencies) ability to continue finding homes for orphan children in that country/region.

5.5 The client assumes full responsibility for post-adoption reports. IFS is under no obligation to send a reminder to the client as to their obligation to fulfill the PAR requirements in the country of their adoption. In the event the regulations concerning the reports differ from the time of the execution of this document to the time of adoption, the client agrees to comply with the laws existing at the time of the said adoption and under the same terms and conditions regarding enforcement thereof contained in this agreement.

5.6 Some countries require that adopted children be "registered" in their country, a formality that helps foreign authorities stay abreast of child and family developments. In these cases IFS will help you register the client child's passport and adoption information. There is usually a fee attached to the registration of the child. Consult your IFS representative or IFS program director for current registration requirements.

5.7 In order to ensure that clients fulfill their Post-Adoption Report and Registration obligations in a timely and efficient manner, IFS requires a refundable deposit of \$250 per required Post-Adoption Report and Registration except where otherwise noted in section 5.11. Upon the completion and submission to IFS of PARs and/or Registration, the PAR deposit will be returned to the client. EXAMPLE: A client who submits an IFS Adoption Services Agreement and Contract for a country that requires four PARs and one Registration after the completion of their adoption will be required to deposit an additional \$1,250 (\$250 per required PAR, plus \$250 for Registration) all of which is fully refundable (minus any outstanding balance due to IFS) upon the receipt of the PARs in the IFS Texas office. PARs that are not submitted on time will not qualify for a refund.

5.8 Post-Adoption Report deposits are due and payable at the time you sign the Child Acceptance Agreement.

5.9 In addition to the above, in the event the client does not submit the above referenced PARs on a timely basis and with the required content, the client acknowledges and agrees that IFS may reasonably infer that the health or welfare of the adopted child may be compromised. Accordingly, IFS is hereby authorized to seek the assistance of the county Department of Family and Children's Services (or equivalent) or the foreign consulate of the child's country of birth to assist with the situation, including, but not limited to, conducting an in-home investigation. The client agrees to comply with all requirements of the investigator and the investigator shall be the sole arbiter of whether the adoptive family has complied with the investigation. In addition to the costs outlined above, the client acknowledges and agrees that their breach of the requirements of this agreement shall injure IFS and it would be difficult to ascertain with any reasonable degree of certainty

the actual damages suffered by IFS. Accordingly, the violation of any portion of this agreement shall entitle IFS to liquidated damages in the amount of \$10,000 per occurrence. The client agrees further, however, that should IFS determine that it can ascertain with a reasonable degree of certainty the extent of damages for the client's violation of this agreement, then IFS shall have the right to forego the liquidated damages and seek its actual damages.

5.10 Why the Strong Language About Post-Adoption and Registrations? PARs are critical to keep the doors open to other families' international adoptions. It has been IFS's experience that some adoptive parents believe that once their child is adopted their journey is over. This is not the case, and while most client families willingly comply with the legal requirements for PARs, there are those who do not or will not acknowledge or abide by the requirements. This can result in dire consequences for other adoptive families and must be avoided.

5.11 Post-Adoption Report Requirements Per Country or Program

At the time of the writing of this document the following programs required the Post-Adoption Reports listed below. Check with your IFS representative, IFS program director or the IFS post-adoption report supervisor for current PAR requirements. Thus this list should serve as an example only.

5.11.1 Guatemala (\$250 per PAR)

IFS requires reports at 6 months, 1 year, 2 years, 3 years. The 6 month report must be written by social worker, with an annual family-generated report until year 3. Total of 4 reports, \$1000 PAR refundable deposit, paid at the end of year 1, 2, and 3.

5.11.2 Russia (\$250 per Registration, \$250 per PAR)

This country requires reports at 6 months, 1 year, 2 years and 3 years. Registration refundable deposit of \$250, plus a total of 4 reports, \$1000 PAR refundable deposit, paid at the end of year 1, 2, and 3.

5.11.3 Ukraine (\$100 per PAR)

This country and IFS require 4 reports the first year, and an annual family-generated report until the child is 18 years old. This program requires a deposit of \$1000, paid at the end of each year of reports.

5.11.4 Kazakhstan (\$250 per PAR)

This country requires reports at 6 months, 1 year, 2 years and 3 years. The first report must be a social worker visit, with an annual family-generated report until year 3. Total of 4 reports, \$1000 PAR refundable deposit, paid at the end of each year of reports.

5.11.5 India (\$100 per PAR)

5.11.5.1 Program #1: India requires PARs every 3 months for the first 2 years and every 6 months for the following 3 years. The first 2 reports must be completed by a social worker, with family-generated reports until year 5. IFS and India also require the adoptive family provide a copy of their adoption finalization. Total of 14 reports, \$1400 PAR refundable deposit, paid at the end of each year of reports.

5.11.5.2 Program #2: India requires PARs every 3 months for the first 2 years. Total of 8 reports, \$800 PAR refundable deposit, paid at the end of each year of reports. The first 2 reports must be completed by a social worker, with 6 family-generated reports before the end of year 2. If a copy of the adoption finalization has been submitted to IFS by the end of year 2, the family may discontinue reports at that time. If no copy of the adoption finalization has been submitted to IFS by the end of year 2, the family must continue 2 family-generated reports per year until a copy of the finalization has been submitted to IFS.

5.11.6 China (\$250 per PAR)

This country requires PARs at 6 months and 12 months to be completed by a social worker. Total of 2 reports, \$500 PAR refundable deposit, paid after the final report.

5.12 **A Note About the Timeliness of Post-Adoption Reports:** The client should be aware that several of the foreign adoption authorities will consider a PAR late unless it arrives in the foreign country 1 month early. Other authorities insist that PARs conducted too early are invalid. Therefore, families must contact their IFS Program Director or Post-Adoption Report Supervisor each time a report is due and determine how early it needs to be submitted. Failing to do so may result in a report that is considered late resulting in the loss of the client's deposit.

5.13 By signing this Adoption Services Agreement and Contract the client acknowledges that it is the client's obligation to perform the Post-Adoption Reports by the specific dates required in each respective program. The client understands that IFS is not responsible for notifying the client of their obligation and that it is entirely the client's responsibility to fulfill these requirements. The client understands that if they do not submit PARs on time, the client will not be refunded their PAR deposit money for the PARs not received. The client understands that post-adoption deposits are due and payable at the time of signing their Child Acceptance Agreement. The client further understands that the actual costs of all Post-Adoption Reports are their responsibility.

COMPLAINTS

6.1 International Family Services (IFS) permits any birth parent, prospective adoptive parent or adoptive parent, or adoptee to lodge directly with IFS signed and dated complaints about any of the IFS services or activities (including its use of supervised providers) that he or she believes raise an issue of compliance with the Hague Adoption Convention, the U.S. Intercountry Adoption Act (2000), or the U.S. federal regulations (22 CFR 96) implementing the IAA.

6.2 Problems are routine in the process of international adoptions. IFS's program directors and staff are responsible for solving these problems as they arise. However, upon occasion problems that are under the control of IFS are not solved to the satisfaction of its client and others. This document outlines IFS's procedures for handling complaints.

1. Clients shall communicate, either orally or in writing, with their case manager about their complaint.
2. If it is not satisfactorily resolved, they may ask to discuss their concerns with their case manager's immediate supervisor.
3. The supervisor may then be able to resolve the issue. If not, the supervisor may ask that the client make a formal complaint in writing, signed and dated.
4. In response to a formal written complaint, IFS will internally review the grounds for the complaint and its possible resolution. IFS will make a formal response to the client with its proposed resolution within 30 days receipt of the written complaint. If the complaint is time-sensitive or involves allegations of fraud, then IFS will expedite the review process.
5. If the client is not satisfied with the resolution provided by IFS, they may pursue the following options.

- a. The client may contact the Better Business Bureau dispute resolution.

The Better Business Bureau
1333 West Loop South, Suite 1200
Houston, Texas 77027
24-Hour Information: 713-868-9500
Fax: 713-867-4947
general e-mail: bbinfo@bbbhouston.org

- b. If IFS conducted the home study, and the complaint concerns the conduct of that home study, the client can contact IFS's licensing body in the state where the home study was issued. For Texas,

Texas Department of Family & Protective Services
Residential Child Care Licensing
701 W 51st St, Austin, TX
(512) 438-3260

- c. The client may also submit complaints to the U.S. Department of State Complaint Registry.

<http://adoptionusca.state.gov/HCRWeb/WelcomeForm.aspx>

6.3 IFS will maintain a written record of each complaint received and the steps taken to investigate and respond to it. We will make this record available to the Council on Accreditation or the U.S. Department of State upon request.

6.4 IFS will 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 the Council on Accreditation on IFS's performance, or questioning the conduct of or expressing an opinion about the performance of IFS.

6.5 IFS will provide to the Council on Accreditation or the U.S. Department of State, on a semiannual basis, a summary of all formal written complaints received during the preceding six months (including the number of complaints received and

how each complaint was resolved). This will include an assessment of any discernible patterns in complaints received against IFS, along with information about what systemic changes, if any, were made or are planned by IFS in response to such patterns. Additionally, IFS will provide any information about a particular complaint as may be requested by the Council on Accreditation or the U.S. Department of State.

6.6 IFS has a quality improvement program appropriate to its size and circumstances through which it makes systematic efforts to improve its adoption processes.

PROHIBITION AGAINST CHILD-BUYING

7.1 IFS 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.

7.2 If permitted or required by the child's country of origin, IFS 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 of the child, or the provision of child welfare and child protection services generally.

7.3 Permitted or required contributions shall not be remitted as payment for the child or as an inducement to release the child. (Ref: 22CFR96.36(b))

NOTICE: THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION

8.1 In the event of a dispute between the parties relating to this agreement, the parties will meet promptly in an effort to resolve the dispute amicably. Upon the request of either party to this agreement, all unresolved disputes (not limited to breach of contract action) relating to this agreement and not barred by the applicable limitations period, shall be submitted for binding arbitration in Houston, Texas, in accordance with the Better Business Bureau Rules of Arbitration then in effect, and then neither party shall have a right to bring suit in court.

The client agrees to the contents of this Adoption Services Agreement and Contract:

Signed _____ Signed _____

Date _____ Date _____

NOTARY PUBLIC

State of

County of

On (date) _____ before me, the undersigned, a Notary Public in and for said State personally appeared. (Name/s) _____ personally known to me to be the person/s whose name/s subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature Name typed or printed

Revised February 2010