

KidsFirst International Adoption, Inc., pursuant to and in compliance with, §96.39 (a) of the Hague Convention on Protection of Children and Cooperation in Respect of Intercountry Adoption (the “Convention”), provides the following disclosures (i) to the general public, upon request, and (ii) to prospective clients, upon initial contact.

CHECKLIST FOR DISCLOSURES TO THE GENERAL PUBLIC UPON REQUEST AND TO PROSPECTIVE CLIENTS UPON INITIAL CONTACT

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Policies and Procedures:

Complaint/Grievance Policy and Procedure

Right to make a complaint: KIDSFIRST INTERNATIONAL ADOPTION, INC. (“KFIA”) recognizes the right of any birth parent, adoptive parent, prospective adoptive parent, or adoptee to lodge directly with the agency signed and dated complaints about any of the services or activities of the agency (including its use of supervised providers) that he or she believes raise an issue of compliance with the Hague Convention, the Intercountry Adoption Act of 2000, the Universal Accreditation Act of 2012, or the regulations implementing the IAA or UAA. Upon request KFIA. will provide the client(s) with assistance in locating the Hague Convention Regulations.

Clients have the right to be provided a copy of any home study or post-adoption reports involving them (if state law and regulations allow that), and specifically, clients have the right to complain and seek review concerning any agency decision or information affecting their eligibility to adopt.

KFIA will not take any action to discourage a client or former or prospective client from, or retaliate against a client or prospective client for: making a complaint; expressing a grievance; providing information in writing or interviews to an accrediting entity on the agency's or person's performance; or questioning the conduct of or expressing an opinion about the performance of an agency or person. The Executive Director will be responsible for assuring that adoption services will be provided, at all times, with due diligence and at the highest standards, regardless of any action a client or prospective client takes to express, file or register a grievance or complaint.

Handling of complaints and requests for review a decision or information:

- A person believing he/she has a complaint is requested to present it first to the Executive Director of the agency. Contact information for the Executive Director is: Inna Pecar, 9135 N. Meridian St., Suite B-4, Indianapolis, Indiana 46260.
- KFIA encourages open and honest discussion among its personnel and clients or prospective clients, and does not discourage or retaliate against any party for issuing a written concern or complaint.
- A complainant may lodge any such complaint with respect to the actions or performance of services by KFIA, any of its employees, and any supervised providers used by KFIA.
- KFIA will respond in writing to complaints received within thirty (30) days of receipt, and will provide expedited review of such complaints that are time-sensitive or that involve allegations of fraud.
- If the Executive Director is unable to resolve the complaint to the satisfaction of that person, he/she may request to submit the complaint in a dated and signed written document and have it forwarded for consideration to the Governing Board of KFIA.
- Upon submission of such a written complaint, the Governing Board will consider the complaint and develop a response to be communicated back to the complainant.
- If the complaint it is not resolved through the agency’s complaint process and it involves the Hague Convention on Intercountry Adoption, the IAA, the UAA, the Federal implementing regulations (22 CFR 96, 97, 98), or a Hague Convention adoption case, you may file a formal complaint online with the U.S. Department of State’s Hague Complaint Registry (<https://adoptionusca.state.gov/HCRWeb/WelcomeForm.aspx>). To submit a complaint, simply

click on the link to the “Complaint Form”, complete the information and click the “Confirm” button when they are finished. You may also print out the form and fax it to the US Central Authority at (202) 736-9080.

- The complainant also has a right to file a complaint with the Indiana Department of Child Services:

Indiana Department of Child Services
302 West Washington Street
Room E306, MS47
Indianapolis , IN 46204-2739
Phone: (317) 234-5318
Fax: (317) 232-4436
DCSOmbudsman@idoa.in.gov
<http://www.in.gov/dcs>

- KFIA will provide to the accrediting entity and the Secretary, on a semi-annual basis, a summary of all complaints received pursuant to this complaint process during the preceding six months (including the number of complaints received and how each complaint was resolved) and an assessment of any discernible patterns in complaints received against KFIA, along with information about what systemic changes, if any, were made or are planned by KFIA in response to such patterns.
- KFIA shall provide any information about complaints received pursuant to this process as may be requested by the accrediting entity or the Secretary.

Administrative and record-keeping regarding complaints

- KIDSFIRST INTERNATIONAL ADOPTION, INC. will maintain a written record of each written complaint and the steps taken to investigate and respond to it. This record will be made available to the accrediting entity, the Hague Complaint Registry, or the Secretary of the Hague Convention upon request.
- The agency will provide the accrediting entity and the Complaint Registry, on a semiannual basis, a summary of all written complaints received (including the number of complaints received and how each complaint was resolved) and an assessment of any discernible patterns in complaints received against the agency, along with information about what systemic changes, if any, were made or planned by the agency in response to such patterns.

Using evaluation of any complaints received to improve the quality of agency services:

- To continuously improve its services and minimize the number of complaints that might be received, KIDSFIRST INTERNATIONAL ADOPTION, INC. will have a quality improvement program appropriate to its size and circumstances. It will use quality improvement methods such as reviewing complain data, customer satisfaction surveys, or benchmarking to external data (when these are available) as a basis for making improvements.

Waivers

KidsFirst International Adoption, Inc. requires that its clients, in its Foreign Child Placing Services Agreement (the “Agreement”), make certain informed waivers. KidsFirst will be happy to discuss any of these waivers with you. **This waiver policy is in accordance with Indiana law. KidsFirst advises all clients to consult with an attorney before signing the Agreement.**

These waivers are as follows:

a. **Assumption of Risk.** The Adoptive Parents understand that there are risks in foreign adoption and KidsFirst and its agents cannot control all aspects of the process, nor assure a successful outcome. Some of these risks are set forth in the Statement of Risks in International Adoption Waiver of Liability, set forth in Exhibit F attached hereto. Additionally, Adoptive Parents hereby acknowledge that there may be other risks of international adoption which are beyond the control of KidsFirst and are not set forth herein or on Exhibit F. **Although KidsFirst always uses all reasonable efforts to alert adoptive families of these risks and to protect them from these risks, Adoptive parents understand that KidsFirst and its agents cannot guarantee the outcome of any adoption.**

b. **Waiver of Claims.** Adoptive Parent(s) wish to pursue an adoption plan and to seek an adoptive placement, knowing and assuming all the medical, legal and other risks of adoption as set forth in this document. The Adoptive Parent(s) hereby waive, release, and forever discharge the KidsFirst, its employees, attorneys, social workers, independent contractors, independent contract attorneys, independent contract social workers, principals, officers, shareholders, owners, directors, successor corporations and affiliates, arising out of or relating to the risks of adoption set forth herein and in Exhibit E, except for acts of willful misconduct or gross negligence of KidsFirst and its directors, officers and employees.

c. **Indemnification.** The Adoptive Parent(s) agree to and do hereby indemnify, save and hold harmless KidsFirst, its employees, attorneys, social workers, independent contractors, independent contract attorneys, independent contract social workers, principals, officers, shareholders, owners, directors, successor corporations and affiliates from any and all claims, liabilities, actions, demands, judgments, losses and/or damages (including reasonable attorneys fees and costs) that the Adoptive Parent(s) who sign this waiver may have now or in the future against any third party, including but not limited to any foreign agency, lawyer, facilitator, governmental body, nation or any other individual or organization, except for acts of willful misconduct or gross negligence of KidsFirst and its directors, officers and employees.

d. **Travel.** KidsFirst is not responsible for any accidents or injuries sustained by the prospective adoptive parent(s) while traveling to, from or in the Foreign Country, and the Client is encouraged to purchase independent travel insurance from Travel Protectors or any other company providing such coverage for any potential claims related thereto. KidsFirst does not purport to be a travel agency or travel insurance provider in the USA or any foreign country, and any suggestions made by KidsFirst, its agents, employees, independent contractors, representatives or foreign service providers or agents is made strictly without warranty of safety. The prospective adoptive parent(s) accept the risk related to any travel or transportation related to this Agreement, and understands that any tour or travel arrangement in the foreign country is the sole responsibility of the prospective adoptive parent(s).

The prospective adoptive parent(s) expressly waive(s) any and all claims against KidsFirst (including its employees, agents, foreign representatives, and independent contractors) as related to any

travel, theft, hotel, transportation incident on any automobile, motorcycle, taxi, bus, airplane, bicycle, etc., act of terrorism, accident causing injury or death, Act of God, forces of nature, etc. while traveling to, within or from the Foreign Country as related to the adoption referenced in this Agreement.

KidsFirst may recommend convenient airlines, airport transfer individuals or companies, but does not take part in the fee exchange of these companies or individuals and is not responsible for any acts of potential negligence made on their behalf. The prospective adoptive parent(s) agrees to accept the risk for any transportation, hotel or travel decision related to this Contract and to purchase independent travel insurance to protect their interests thereby, thus understanding that they waive claims herein and accept the risk related to international travel.

Disclaimer. KidsFirst and its agents, make no warranty or representation regarding the availability of a child for adoption, the length of time of the adoption process, the health or social development of the child, the completeness or accuracy of medical or other information provided, the costs associated with the process of adoption, the actions of foreign governments, or the actions of United States immigration authorities. KidsFirst does not guarantee that any Referred Child will meet the Preferences of the Adoptive Parent(s) as to child's age, gender, and other characteristics, although KidsFirst will assure that the Adoptive Parent(s) Preferences are made known, will exert reasonable efforts to fulfill them, and advocate for them. The Adoptive Parents are encouraged to conduct their own investigations and studies or to have individuals of their choice conduct such investigations or studies. The Adoptive Parents have reviewed, understand and initialed the "Acknowledgment of Medical/Social Risk" attached hereto as Exhibit C which is a part of this Agreement.

KidsFirst International Adoption, Inc. will work closely with all client families to assist in the evaluation and acceptance of child referrals. All families shall consult with an international medical specialist of your choosing.

Provision of Medical/Social Information for Referrals

Policy: KidsFirst International Adoption, Inc. will provide its prospective adoptive families with any and all available medical and social information pertinent to the child two weeks prior to either the adoption or placement for adoption, or the date on which the prospective adoptive parent(s) travel to the other Convention country to complete all procedures in such country relating to the adoption or placement for adoption, whichever is earlier. At no time will KidsFirst withhold any medical information which the agency has knowledge of.

Purpose: In compliance with Regulation §96.49 and KidsFirst International Adoption, Inc. policy, the agency will provide as much medical and social information on the prospective adoptive child as possible two weeks before the placement of adoption or the formal adoption of the child. This will enable the prospective adoptive family to make an informed decision about the acceptance or the withdrawal of this child for consideration of adoption by the prospective adoptive parent(s).

Scope: The procedures outlined below will apply to every client/family who has engaged KidsFirst International Adoption, Inc. for child-placement services, whether they are adopting from a Convention country or a Non-Convention country.

Procedure:

1.0 GENERAL GUIDELINES

- 1.1 KidsFirst International Adoption, Inc. will, in accordance with the standard practices of the country of origin, obtain any or all readily-available medical and social information on the child from the proper authorities in the child's country of origin.
- 1.2 This information may be gathered through different sources, depending on the standard practices of the country, and may differ in content, format, and style from country to country. In some countries, the information may be compiled and issued to KidsFirst by the central authority or other governmental authorities of that country. In others, such information may be compiled and issued to KidsFirst by orphanage personnel or independent parties who are permitted to review and compile the medical information on the child. The Executive Director of KidsFirst will review and evaluate the information made available to assure that it is as concise and complete as possible.
- 1.3 This information will be, to the fullest extent possible, the original version in the native language, with a certified English translation, for review and consideration by prospective adoptive parent(s).
- 1.4 When the foreign government has referred a child to present to a family of KidsFirst, the Executive Director will gather the referral information and present it to the prospective adoptive family. This may occur by email and through conversations in person or by phone.

- 1.5 The Executive Director will then follow up with a phone call to the prospective adoptive family to make sure the referral was received. All child referrals must be provided to the prospective adoptive family in writing (preferably by email). It is the Executive Director's responsibility to record all child referral information in the prospective adoptive family's file. The Executive Director must document every child referral with all information including the acceptance date. If the prospective adoptive family declines the child, information including the reason for the decline must also be documented.
- 1.6 The Executive Director will discuss the referral information concerns with the prospective adoptive family. KidsFirst will provide a copy of the child's medical records to the prospective adoptive family's as early as possible, but no later than two weeks before either the adoption or placement for adoption, or the date on which the prospective adoptive family's travel to the Convention country to complete all procedures in such country relating to the adoption or placement for adoption, whichever is earlier (in the case where the referral is not a blind or semi-blind referral in accordance with standard practices of that country).
- 1.7 Where any medical records provided pursuant to the above are a summary or compilation of other medical records, KidsFirst includes those underlying medical records if they are available. KidsFirst will also provide the prospective adoptive family with any un-translated medical reports as requested or videotapes (where allowable) or other reports and provides an opportunity for the prospective adoptive family to arrange for their own translation into a language other than English if needed. If further medical or other information is needed, KidsFirst will make a reasonable attempt to acquire the information.

2.0 Information Details

- 2.1 KidsFirst International Adoption, Inc. makes every reasonable effort to obtain any and all available medical information on a referred child from the proper authorities and/or this agency's appropriate representative in the child's country of origin. This information may include:
- The date the child became available for adoption according to the Convention country's regulations
 - History of any significant illnesses, hospitalizations or surgeries
 - Growth and developmental status at the time of referral
 - Immunizations and medical tests performed on the child
 - Any medical or developmental concerns based on an overall evaluation of the child by the appropriate medical authorities.
- 2.2 If KidsFirst provides medical information, other than the information provided by public foreign authorities, to the prospective adoptive family from an examination by a physician or from an observation of the child by someone who is not a physician, KidsFirst uses reasonable efforts to include the following:
- 1) The name and credentials of the physician who performed the examination or the individual who observed the child;
 - 2) The date of the examination or observation; how the report's information was retained and verified; and if anyone directly responsible for the child's care has reviewed the report;

- 3) If the medical information includes references, descriptions, or observations made by any individual other than the physician who performed the examination or the individual who performed the observation, the identity of that individual, the individual's training, and information on what data and perceptions the individual used to draw his or her conclusions;
- 4) A review of hospitalizations, significant illnesses, and other significant medical events, and the reasons for them;
- 5) Information about the full range of any tests performed on the child, including tests addressing known risk factors in the child's country of origin; and
- 6) Current health information

2.3 KidsFirst International Adoption, Inc. itself uses reasonable efforts, or requests the Central Authority in the child's country of origin who is responsible for obtaining social information about the child on behalf of KidsFirst to use reasonable efforts, to obtain available information, including in particular:

- 1) Information about the child's birth family and prenatal history and cultural, racial, religious, ethnic, and linguistic background;
- 2) Information about all of the child's past and current placements prior to adoption, including, but not limited to any social work or court reports on the child and any information on who assumed custody and provided care for the child; and
- 3) Information about any birth siblings whose existence is known to KidsFirst, including information about such siblings' whereabouts.

2.4 Where any of the medical information cannot be obtained, the Executive Director documents in the adoption record the efforts made to obtain the information and why it was not obtainable. The Executive Director and international specialist continues to use reasonable efforts to secure those medical or social records that could not be obtained until the adoption is finalized.

2.5 KidsFirst ensures that any videotapes and photographs of the child are identified by the date on which the videotape or photograph was recorded or taken and that they were made in compliance with the laws in the country where recorded or taken. If no dates are provided, KFIA will communicate with the FSP to obtain valid dates before providing information to the prospective adoptive parents.

2.6 KidsFirst does not withhold from or misrepresent to the prospective adoptive family any available medical, social, or other pertinent information concerning the child.

2.4 KidsFirst International Adoption, Inc. will disclose to the prospective parent(s) if the referral has been presented to another family prior to the current referral but does not identify the prior family, protecting the confidentiality and privacy of the adoption process.

2.0 Preparation of Prospective Adoptive Family to Receive Referral

2.1 The prospective parent(s) will be STRONGLY ENCOURAGED verbally by the Executive Director to only accept a referral after an international pediatrician or other international medical specialist has reviewed the medical information and reported their findings to the prospective parents. This is explained to the family at various stages of the adoption process:

At Inquiry: From the Executive Director's first meeting or comprehensive contact, families are informed of how the referral process works in each country. Typically this happens when they inquire about how the program works. During that conversation the referral process is explained in detail with examples of recent cases of referrals and timelines. This provides families with a realistic idea of what to expect as they continue further into the adoption process. At this time, the Executive Director also describes other referral situations and timelines to give them an idea of best and worst case scenarios and the lack of predictability in the process.

At Home Study: During the home study process, much time is spent discussing possible referrals, timelines, and situations in order to truly understand the family's expectations and openness to referrals of children with special needs or different ages than the family initially may have indicated. Aside from discussing family preferences and flexibilities, the home study preparer discusses again the referral process and answers family's questions about it.

At Referral: Once the Executive Director sends referral information to a family, she contacts the family by phone (or makes arrangements to make a telephone meeting). Time is set aside to walk the family through the entire process and what the next steps are. Families are encouraged to ask all questions and every referral document is reviewed carefully with the family.

3.0 Record Maintenance of Referral Information

- 4.1 KidsFirst International Adoption, Inc. maintains permanent records of all correspondence with the Executive Director and social work staff with regard to successful or unsuccessful attempts to gather any requested additional medical, developmental, or social information on a child referral.
- 4.2 Upon request, KidsFirst International Adoption, Inc. is able to provide limited information on the appropriate medical authorities reporting on the child. Depending on the regulations and agreements of individual countries, KidsFirst International Adoption, Inc. will make reasonable requests to obtain additional medical information, and work cooperatively with the prospective adoptive parents and the officials in the child's country of origin to satisfy the medical authority reviewing the child/and or the child's medical information.
- 4.3 KidsFirst International Adoption, Inc. may provide prospective adoptive parent(s) with photographic materials identifying the child in consideration. The agency will maintain a checklist with dates of service to this end as a means of insuring that families have received proper updated information as requested or required. This information will be stored in the family's permanent file at KidsFirst International Adoption, Inc.
- 4.4 KidsFirst International Adoption, Inc. will not withhold or misrepresent medical, social, developmental or other pertinent information about the child.

Checklist for Child's Medical Record To Be Provided To Prospective Parent(s)

Agency Name: KidsFirst International Adoption, Inc.

Prospective Parent(s) Name(s): _____

Date of Child referral: _____

**Date medical information was provided to prospective parent(s)-
at least two weeks before travel:** _____

Date updated information was received prior to travel: _____

Records Provided: The agency has used reasonable efforts, or has required its supervised provider or agent in the child's country of origin to use reasonable efforts, to obtain medical information, in particular that referenced in Hague Standard §96.49 and listed below. Information that has been obtained and provided to prospective parent(s) is checked "Yes." That information not obtained and not made available is checked "No," and for each checked "No" an explanation is provided on separately attached pages of efforts made to obtain the information and why it was not obtainable.

No	Information Component	Yes	No*
(d)(1)	The date that the Convention country or other child welfare authority assumed custody of the child and the child's condition at that time		
(d)(2)	History of any significant illnesses, hospitalizations, and changes in the child's condition since the Convention country or other child welfare authority assumed custody of the child		
(d)(3)	Growth data and developmental status at the time of the child's referral for adoption		
(d)(4)	Information on the known health risks in the specific region or country where the child resides		
(f)(1)	Information about the child's history and cultural, racial, religious, ethnic, and linguistic background		
(f)(2)	Information about all of the child's past and current placements prior to adoption, including information on who assumed custody and provided care for the child		
(f)(3)	Information about any birth siblings whose existence is known to the agency or person, or its supervised provider, including information about such siblings' whereabouts.		

No.	<u>Translation of records:</u>	Yes	No*
(b)	The agency has provided prospective parent(s) a correct and complete English-language translation of records provided, and if they are a summary of other medical records, of the original records if available		
(c)	The agency has provided the prospective parent(s) with an opportunity to arrange another translation of the records, and if needed, into another language other than English	N/A	
No.	<u>Physician Details</u>	Yes	No*

(e)(1)	Name and credentials of physician who performed the examination or the person who observed the child		
(e)(2)	Date of the examination or observation		
(e)(3)	Any references, descriptions, or observations made by any individual other than the physician or observer who made the examination or observation, and that individual's training and whether made on objective data or subjective perceptions		
(e)(4)	A review of hospitalizations, significant illnesses, and other significant medical events, and the reasons for them		
(e)(5)	Information about the full range of any tests performed on the child, including tests addressing known risk factors in the child's country of origin; and		
(e)(6)	Current health information		

<u>No.</u>	<u>Other:</u>	Yes	No*
(h)	The agency is prepared to provide contact information (where available) for the physician or other observer examining the child to any physician engaged by the potential parent(s) upon request.		
(i)	The agency has ensured that videotapes and photographs of the child are identified by the date on which made		
(j)	Neither the agency nor its agents have withheld from or misrepresented to the prospective parent(s) any medical, social, or other pertinent information concerning the child, to the best of the agency's knowledge.		

Post-Adoption Services

- Policy:** KidsFirst International Adoption, Inc. takes all appropriate measures to insure that during the placement of a child, adoptive families experience placement, post-placement, and post-adoption services from only trained staff and providers on behalf of KidsFirst International Adoption, Inc.
- Purpose:** To make available to prospective adoptive families the services to provide support and insure completion the adoption process through finalization while emphasizing and focusing on the welfare and needs of the child throughout the process.
- Scope:** The procedures outlined below will apply to every client/family who has engaged KidsFirst International Adoption, Inc. for post-adoption and /or finalization services.

Procedure:

1.0 GENERAL GUIDELINES

- 1.1 KidsFirst International Adoption, Inc. will employ only trained personnel to serve and support adoptive families in the final steps of post-adoption requirements and reporting.
- 1.2 At initial inquiry for adoption information, KidsFirst International Adoption, Inc. will inform prospective adoptive families of the post-adoption services available to them through KidsFirst International Adoption, Inc. in order to fulfill adoption regulations and agreements with their child's country of origin, and/or the State of Indiana.
- 1.3 KidsFirst International Adoption, Inc. will inform prospective adoptive families in written form, as well as verbally, of the policies and procedures in the event of an adoption disruption or dissolution.
- 1.4 KidsFirst International Adoption, Inc. will provide a written contract engaging the agency to provide post-adoption reports for the family as required by their child's country of origin, placing agency, and/or the State of Indiana.
- 1.5 KidsFirst International Adoption, Inc. social service staff members will discuss with the prospective adoptive families the importance of fulfilling the post-adoption reports as required by their child's country of origin and/or the State of Indiana.

2.0 Post-Adoption Services/Reports

- 2.1 KidsFirst International Adoption, Inc. social service staff will maintain written records of post-adoption services and reports in the adoptive family's permanent file.
- 2.2 Upon return to the United States, the adoptive family will contact KidsFirst International Adoption, Inc. for post-adoption services, or the social work staff will make contact with the family to initiate the post-adoption services in accordance with the child's country of origin and/or the State of Indiana.

- 2.3 KidsFirst International Adoption, Inc. will conduct post-adoption interviews and subsequent reports in the company of the adoptive parents and the adopted child.
- 2.4 KidsFirst International Adoption, Inc. will not return a child to the country of origin under any circumstances. Once a United States family formally adopts a child from abroad, that child is recognized as a US citizen. In the event of a disruption or dissolution, the child would fall under the US regulations and laws governing a domestic adoption. Furthermore, KidsFirst International Adoption, Inc. does not have a program nor will ever have a program, where United States children are adopted into a foreign country by foreign parents.

Adoption Disruption Plan

KidsFirst International Adoption, Inc. will adhere to the following areas as outlined in the KidsFirst International Adoption, Inc. Agreement signed between the agency and the prospective adoptive parent(s). This information is also contained within KidsFirst's Policy and Procedure Manual for Disrupted Placements.

- a. **Best interests of child.** KidsFirst and the Adoptive Parent(s) will work at all times in the best interests of the child concerned.

The parties anticipate that an adoption, once approved by the country of the child/children's origin, will be enacted and made final prior to the time the Adoptive Parent(s) and then-adopted child return to the United States from the foreign country of the child's origin, or prior to the time the child is escorted to the United States. However, in the event the adoption is not so made final prior to the child's arriving in the United States in expectation of subsequent finalization of the adoption, KidsFirst will monitor the period of placement prior to the adoption's being made final ("Placement Period") to ensure that the placement remains in the best interests of the child. KidsFirst will make, or cause to be made by another licensed agency, at least the greater of the number of home visits required by (i) the state of residence of the Adoptive Parents, or (ii) the Foreign country of origin of the child.

- b. **Difficulties involving child during Placement Period, if any.** KidsFirst and the Adoptive Parent(s) will seek to avoid disruption of a prospective adoption during the Placement Period prior to final adoption if that is in the best interests of the child. The Adoptive Parent(s) will notify KidsFirst promptly if there arise significant problems in the relationship or situation of the Adoptive Parent(s) and child during such time. KidsFirst will provide advice and offer information regarding available external assistance such as counseling that the Adoptive Parent(s) may engage at the Adoptive Parent(s)' expense. KidsFirst will utilize its reasonable efforts to assure that the placement is successful, provided the Adoptive Parents make all reasonable efforts to assure its success.

- c. **Disruption of adoption during Placement period.**

1. In the event that counseling is not successful in resolving serious difficulties and the Adoptive Parent(s) and KidsFirst mutually decide and express in writing that continuing the Placement Period and the Adoptive Parent's subsequent final adoption of the child are not in the child's best interest, the Adoptive Parent(s) and KidsFirst will establish an agreed-upon date within 30 days to effect a change in the custody and physical home of the child.
2. KidsFirst will use its reasonable efforts to arrange for a qualified, eligible person to assume temporary custody of and provide care for the child and act promptly and in accordance with any applicable legal requirements to remove the child from the Adoptive Parent's home. The Adoptive Parents shall be responsible for any costs associated with such placement and care of the child.
3. KidsFirst will assume responsibility for finding subsequent adoptive parent(s) and placement for the child, if possible, and, if done, for notifying the Central Authority of the foreign country and the Secretary about the child's new adoptive parents.
4. In considering future placement of the child, KidsFirst will consider the child's views when appropriate in light of the child's age and maturity and, when required by State law, obtain the consent of the child prior to change in physical home or custody. KidsFirst will also

consider the child's age, length of time in the United States, and other such pertinent factors in making any such placement.

5. KidsFirst will return a child to the child's country of origin only as a last resort, only after exerting reasonable efforts to establish a new placement with other adoptive parents in the United States, and only if the Central Authorities of the foreign country and the United States have provided prior approval in writing for such return.
6. Notwithstanding removal of the child from the Adoptive Parent(s) home and custody, the Adoptive Parent(s) shall continue to have financial responsibility for all costs required for the child's care until such time as KidsFirst is able to effect other placement or return of the child as set forth above, and the Adoptive Parent(s) will pay such costs either directly to the provider of services or upon billing by KidsFirst. KidsFirst will make reasonable efforts to determine if the child is eligible for various governmental social welfare programs providing financial assistance to children and, if so, will work with the Adoptive Parent(s) to see that the child is enrolled and that the Adoptive Parent(s)' billed expense is reduced accordingly.
7. KidsFirst will continue any responsibilities it has for monitoring and reporting during the post-placement period.

d. **Disruption of Adoption due to Crisis or Emergency during Placement Period**

1. Should a crisis or emergency arise making it impossible for the Adoptive Parent(s) to fulfill responsibilities for the child as set forth herein, upon or before placement of a child by the Adoptive Parents, the Adoptive Parent(s) will provide KidsFirst information regarding the Adoptive Parent(s) arrangement during the Placement Period for custody and care of the child (guardianship).
2. KidsFirst will use all reasonable efforts to facilitate assumption of custody and care by the Adoptive Parent(s) designated guardian and will continue any responsibilities it has for monitoring and reporting during the post-placement period, but KidsFirst will have no financial or other responsibilities with respect to that custody and care.

e. **Disruption of adoption due to neglect or abuse.**

1. KidsFirst may conclude that continuing the Placement Period and the Adoptive Parent(s) subsequent final adoption of the child are not in the child's best interest if it believes that child neglect or abuse is occurring. In such event, KidsFirst, in compliance with the laws and regulations of the State of the child's residence, will report such suspected neglect or abuse promptly to appropriate law enforcement and public child welfare authorities and cooperate fully in their investigation and its resolution.
2. If local law enforcement and public child welfare authorities act to remove the child from the home, and assume temporary custody and care of the child, due to child abuse or neglect, then:
 - (a) KidsFirst will work to find a subsequent adoptive parent and placement for the child if possible, and will notify the Central Authorities of the foreign country and the United States about the change in custody and care and the child's new adoptive parents.

- (b) In considering future placement of the child, KidsFirst will consider the child's views when appropriate in light of the child's age and maturity and, when required by State law, obtain the consent of the child prior to change in physical home or custody. KidsFirst will also consider the child's age, length of time in the United States, and other such pertinent factors in making any such placement.
 - (c) KidsFirst will seek to return child to the child's country of origin only as a last resort, only after exerting best efforts to establish a new placement with other adoptive parents, and only if the Central Authorities of the foreign country and the United States have provided prior approval in writing for such return. In such event, KidsFirst shall be responsible for notifying the Central Authorities in the foreign country and the United States and obtaining their prior written approval.
 - (d) KidsFirst will continue any responsibilities it has for monitoring and reporting during the post-placement period.
- 3. In the event removal of the child from the Adoptive Parent('s) home is the result of action by law enforcement or child welfare authorities, the Adoptive Parent(s) will have financial and other responsibility for the child's care as is required by laws and regulations of the county, state, or other jurisdiction governing such circumstance.

Dissolution Policy

- Policy:** In the event the adoption is made final in the child's country of origin prior to arriving in the United States, KidsFirst International Adoption, Inc. will monitor the post-adoption period of placement to ensure that the placement remains in the best interests of the child. KidsFirst International Adoption, Inc. will make at least the number of home visits required by the State of Indiana, as well as by the country of origin of the child.
- Purpose:** To define the steps to be taken for KidsFirst International Adoption, Inc. and the adoptive family in the event the post-adoption dissolves after the adoption has already been made final in the child's country of origin.
- Scope:** This policy shall apply for all adoptive families adopting from Convention countries where the adoption is made final in the child's country of origin prior to arriving in the United States of America.

Procedure:

1.0 GENERAL RULES

- 1.1 KidsFirst International Adoption, Inc. and the Adoptive Parent(s) will seek to avoid dissolution of their adoption if that is in the best interests of the child.
- 1.0 The Adoptive Parent(s) will notify KidsFirst International Adoption, Inc. promptly if there arises significant problems in the relationship or situation of the Adoptive Parent(s) and child during such time.
- 1.1 KidsFirst International Adoption, Inc. will provide advice and offer information regarding available external assistance such as counseling that the Adoptive Parent(s) may engage at the Adoptive Parent(s)' expense.
- 1.2 In the event that counseling is not successful in resolving serious difficulties and the Adoptive Parent(s) and KidsFirst mutually decide and express in writing that the child remaining in the household is not in the child's best interest, KidsFirst will use its reasonable efforts to effect a change in the custody and physical home of the child.
- 1.3 KidsFirst will use its reasonable efforts to arrange for a qualified, eligible person to assume temporary custody of and provide care for the child and act promptly and in accordance with any applicable legal requirements to remove the child from the Adoptive Parent's home. The Adoptive Parents shall be responsible for any costs associated with such placement and care of the child.
- 1.4 KidsFirst will assume responsibility for finding subsequent adoptive parent(s) and placement for the child, if possible, and, if done, for notifying the Central Authority of the foreign country and the Secretary about the child's new adoptive parents.
- 1.5 In considering future placement of the child, KidsFirst will consider the child's views when appropriate in light of the child's age and maturity and, when required by State law, obtain the consent of the child prior to change in physical home or custody. KidsFirst will also consider the

child's age, length of time in the United States, and other such pertinent factors in making any such placement.

- 1.6 Should the efforts used to locate a subsequent adoptive family yield no results, it will be the adoptive family's responsibility to utilize the services available to them through the Department of Child Services for the State of Indiana or the state in which they reside. KidsFirst will cooperate with the Adoptive Parents and DCS to assure that the child is placed in a good, safe home.
- 1.7 KidsFirst International Adoption, Inc. does not anticipate ever returning a child to the country of origin after an adoption has been finalized. Once a United States family formally adopts a child from abroad, that child is recognized as a US citizen. In the event of a dissolution, the child would fall under the US regulations and laws governing a domestic adoption. However, if there were a situation in which it were in the child's best interest to make a recommendation to return the child to the country of origin, KidsFirst would proceed only if the Central Authorities of the foreign country and the United States have provided prior approval in writing for such return. In such event, the Executive Director of KidsFirst shall be responsible for notifying the Central Authority in the foreign country and the Secretary and obtaining their prior written approval.

2.0 DISSOLUTION OF ADOPTION DUE TO NEGLECT OR ABUSE

- 2.1 In the event that KidsFirst International Adoption, Inc. suspects child neglect or abuse occurring, in compliance with the laws and regulations of the State of Indiana, KidsFirst International Adoption, Inc. will report such suspected neglect or abuse promptly to appropriate law enforcement and public child welfare authorities and cooperate fully in their investigation and its resolution.
- 2.2 If local law enforcement and public child welfare authorities act to remove the child from the home, and assume temporary custody and care of the child, due to child abuse or neglect, then:
 - (a) KidsFirst International Adoption, Inc. will assist the local enforcement, if possible, and KidsFirst International Adoption, Inc. will be responsible for notifying the foreign country government about the change in custody and care and the child's new adoptive parents.
 - (b). In considering future placement of the child, KidsFirst International Adoption, Inc. will work cooperatively with local enforcement to help secure another placement for the child, if possible.
- 2.3 In the event removal of the child from the Adoptive Parent(s) home is the result of action by law enforcement or child welfare authorities, the Adoptive Parent(s) will have that financial and other responsibility for the child's care as is required by laws and regulations of the county, state, or other jurisdiction governing such circumstance.
- 2.4 KidsFirst International Adoption, Inc. does not anticipate ever returning a child to the country of origin after an adoption has been finalized. Once a United States family formally adopts a child from abroad, that child is recognized as a US citizen. In the event of a dissolution, the child would fall under the US regulations and laws governing a domestic adoption. However, if there were a situation in which it were in the child's best interest to make a recommendation to return the child to the country of origin, KidsFirst would proceed only if the Central Authorities of the foreign

country and the United States have provided prior approval in writing for such return. In such event, the Executive Director of KidsFirst shall be responsible for notifying the Central Authority in the foreign country and the Secretary and obtaining their prior written approval.

Supervised Providers Clients can Expect to Work with and Expected Costs

KFIA, pursuant to Hague Standard 96.39 a(2), is required to disclose any domestic (in the United States) or foreign supervised providers that we use in conjunction with any Hague convention countries that you can be expected to work with as well as the usual costs associated with their services. **KFIA does work with any supervised providers for the provision of services within the United States.** The Foreign Supervised Providers we work with and the approximate costs of their services (as also set forth in our information packet) is as follows:

Bulgaria: the following are all licensed in Bulgaria to act as an intermediary in inter-country adoptions with the United States in abidance with the legislative requirements of Bulgaria, and to act as an agent assisting U.S. citizens in adopting children from Bulgaria:

ANIDO: 14 Alabin Street, Floor 2, 1000 Sofia, Bulgaria
Approximate Fees/Costs*: €6000 (approx. \$6,250)

CEC: 1 A, Racho Dimchev Street, floor 4, ap. 8 Sofia, Bulgaria
Approximate Fees/Costs*: €7500 (approx. \$7,800)

FNA: 4 Vitosha Blvd, Floor 5, 1000 Sofia, Bulgaria
Approximate Fees/Costs*: €8500 (approx. \$8,850)

ISKRA: 24 Praga Blvd, Floor 3, ap. 5, 1606 Sofia, Bulgaria
Approximate Fees/Costs*: \$10,500

Dominican Republic: the following is a licensed attorney in Dominican Republic and has the authority to work with CONANI, the central adoption authority

MADELAINE DIAZ JIMENEZ Avenida Romulo Betancourt No. 1420, Edificio Plaza Catalina I, Suite 207, Bella Vista, Santo Domingo, Dominican Republic
Approximate Fees/Costs*: \$8,000

Poland: the following is an experienced adoption coordinator in Poland and has been authorized by KFIA to work with the Ministry of Family, Labour and Social Policy on our behalf in matters related to inter-country adoption of orphaned children in Poland

ANNA BLONSKA ul. Bodycha 10 A, 05-816 Opacz-Kolonia, Poland
Approximate Fees/Costs*: \$8,000

Ukraine: **Ukraine is not a Hague Country.** the following is an experienced adoption coordinator in Ukraine and has extensive experience working with the Department for the Protection of Children's Rights within the Ministry for Social Policy in matters related to inter-country adoption of orphaned children in Ukraine

VLODIMIR KORZH 8500, Ukraine, Cherkassy City, Gogol Street, building 474, apartment 41, Ukraine
Approximate Fees/Costs*: \$5,000

- * KFIA provides more detailed fee and cost information for each program in our Information Packet, provided upon request. KFIA will also be happy to provide to prospective adoptive parents copies of any of the contracts such prospective adoptive parents would be required to enter into with our Foreign Supervised Providers.

General Eligibility Criteria

WHO CAN ADOPT?

Each country may have specific requirements and guidelines as noted below.

Bulgaria: Bulgaria law allows for couples and single women to adopt children. Prospective parents must be at least 25 years of age and no more than 50 years older than the child. At least one parent must be a US citizen. Guided by Bulgarian parameters, we try to be responsive to anyone desiring to be a parent who has the means to adequately support a child and who can provide a safe, loving home.

Ukraine: Ukrainian law allows only for married couples to adopt children. Prospective parents must be at least 25 years of age and no more than 50 years older than the child. They must be at least 15 years older than child they wish to adopt. At least one parent must be a US citizen. Guided by Ukrainian parameters, we try to be responsive to anyone desiring to be a parent who has the means to adequately support a child and who can provide a safe, loving home.

Poland: Poland law allows for couples and single women to adopt children. Prospective parents must be at least 25 years of age and no more than 40 years older than the child. Couples must be married at least 3 years. At least one parent must be a US citizen. Guided by Polish parameters, we try to be responsive to anyone desiring to be a parent who has the means to adequately support a child and who can provide a safe, loving home.

Dominican Republic: Dominican law allows for married couples to adopt children. The couple must be married for 5 years or more. Prospective parents must be at least 30 years of age and no more than 60 years older than the child. They must be at least 15 years older than child they wish to adopt. Prospective parents must comply with the cohabitation period, which is 60 days for a child under the age of 12. At least one parent must be a US citizen. Guided by Dominican parameters, we try to be responsive to anyone desiring to be a parent who has the means to adequately support a child and who can provide a safe, loving home.

The following is the Foreign Child Placing Services Agreement, or Contract, of KidsFirst International Adoption, Inc.

The Contract contains important agreements and understandings of KidsFirst and Adoptive Parents. It describes in great detail many of the risks of foreign adoption and, accordingly, it is important that you read the Contract carefully prior to signing it. In particular, Exhibit F, which shall be signed separately, sets forth many of the risks.

Please feel free to review and discuss this Contract with an attorney prior to signing it and returning it to KidsFirst. If there are any questions or concerns, you can address them with the Executive Director of KidsFirst at (317) 843-2300.

Foreign Child Placing Services Agreement

THIS FOREIGN CHILD PLACING SERVICES AGREEMENT (the "Agreement") is entered into as of the ____ day of _____, 2025 by and between **KIDSFIRST INTERNATIONAL ADOPTION, INC.**, a non-profit, international child placement agency licensed in the State of Indiana, with an address of 9135 N. Meridian St., Suite B-4, Indianapolis, Indiana 46260 ("KidsFirst") and _____ and _____, residing at _____ (the "Adoptive Parents").

RECITALS:

A. KidsFirst is an international child placement agency licensed in the State of Indiana. KidsFirst works in conjunction with other organizations to identify and place eligible foreign children with adoptive families.

B. The Adoptive Parents desire to adopt one or more children.

C. The Adoptive Parents desire to utilize the services of KidsFirst as hereinafter set forth and KidsFirst desires to perform such services for the Adoptive Parents.

D. There are many risks and uncertainties associated with the foreign adoption process and KidsFirst cannot assure the outcome desired by the Adoptive Parents.

E. KidsFirst and the Adoptive Parents are entering into this Agreement in order to set forth the terms and conditions of the relationship.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, KidsFirst and the Adoptive Parents agree as follows:

1. Exclusive Arrangement. The Adoptive Parents hereby agree to retain KidsFirst exclusively to provide, and KidsFirst hereby agrees to provide foreign child placing services to the Adoptive Parents upon the terms and conditions of this Agreement. During the adoption process and for a period terminating upon the completion of all post-adoption requirements imposed by the country from which an adoption takes place, Adoptive Parents hereby agree to notify KidsFirst immediately if (i) the Adoptive Parents engage any other adoption agency, coordinator or facilitator of adoption or individual engaged in the placement of children in any manner whatsoever, to assist Adoptive Parents in the adoption of a child/children; (ii) there is any change in the marital status of the Adoptive Parents, including separation or divorce; (iii) any pregnancy of the Adoptive mother or any placement of another child in the household; (iv) death or serious injury of either parent; (v) any change of residence of the family; (vi) any charges are brought against either Adoptive Parent or any person residing in the home with respect to spousal abuse, child abuse or child endangerment, or substance abuse

2. The Adoptive Parents Responsibilities.

a. **Information.** The Adoptive Parents agree to provide complete, accurate, and truthful information as may be requested from time to time by KidsFirst or its agent. The Adoptive Parents agree to execute the Release attached hereto as Exhibit A to enable KidsFirst to obtain relevant information

for adoption directly from third parties. The Adoptive Parents hereby grant permission to KidsFirst and its agents to disclose to third parties such information provided by the Adoptive Parents that KidsFirst or its agents deem necessary for the performance of services for the Adoptive Parents.

b. **Payment of Fees/Deposits.** The Adoptive Parents agree to pay all fees, expenses incident to the adoption of a child, and any deposits described herein. There are a variety of service fees and expenses that the Adoptive Parents will incur including but not limited to: agency fee, foreign service fees, service and support fee, travel-related expenses, immigration-related expenses and deposits to assure the timely registration of the children and compliance with all post-adoption report requirements of a sending country. Attached as Exhibit B is an estimate, description, and time of payment of the costs that the Adoptive Parents likely will incur. The actual fees and expenses may exceed the estimates provided and, in all events, will be the sole responsibility of the Adoptive Parents.

At its earliest convenience, KidsFirst will disclose in writing to the Adoptive Parents any unforeseen costs for which the Adoptive Parents will be accountable that are not included in Exhibit B. Furthermore, KidsFirst will obtain the specific consent of the Adoptive Parents prior to expending any amount over \$1,000 for which the Adoptive Parents will be accountable that is above the estimates in Exhibit B or unforeseen and not included in Exhibit B.

c. **Failure to pay fees and expenses due.** In the event that the Adoptive Parent(s) fail to make payment when due to KidsFirst, KidsFirst will have the right to cease services until payment is made or to terminate this Agreement as provided herein. In the event termination occurs, if KidsFirst has rendered the applicable services, the Adoptive Parents will remain liable for fees due prior to termination.

d. **Refunds.** KidsFirst fees are not refundable. No refunds will be made due to governmental delays, policy changes or any other changed circumstances. However, if an event should occur that results in either significant delay (as in a moratorium) or a closing of that country to all adoptions, KidsFirst will work with the adoptive parent(s) to determine if another program could meet the needs of the adoptive parents. In the event that the adoption is not completed for any reason beyond the control of KidsFirst, the adoptive parents understand that the fees already paid to KidsFirst are not refundable or recoverable. Certain amounts paid to KidsFirst in escrow on behalf of the Poland coordinator may be refundable, as hereinafter set forth in the Fee Schedule attached hereto as Exhibit B. These amounts shall be refunded within ten (10) business days of the date such refund shall become applicable.

e. **Compliance with Legal Requirements.** The Adoptive Parents agree to (i) comply with all requirements of the United States Citizenship and Immigration Services (USCIS) and any such similar legal requirements governing adoption both domestically and internationally; (ii) comply with all legal requirements of the countries from which they adopt, now or hereafter enacted, including but not limited to, the requirements to register children at the consulate of the country from which their adoption occurs and to provide post-adoption reports on a timely basis to the country from which their adoption occurs; and (iii) promptly after the finalization of the adoption, provide KidsFirst with the full name of the child after adoption and the date the adoption was finalized, and copies of the child's birth certificate and adoption certificate or other evidence of the finalization of the adoption requested by KidsFirst. Adoptive Parents agree to register their child(ren) with the any applicable consulate (or any other governmental entity of the country of the child(ren)'s origin), in accordance with applicable law, and in accordance with the KidsFirst policy then in effect. Adoptive Parents also acknowledge that it may be necessary for KidsFirst to implement new procedures to assure that all such adoptive parents comply with these requirements and any similar requirements implemented under applicable law, and Adoptive Parents hereby agree to comply with all such KidsFirst procedures.

Adoptive Parents hereby acknowledge their understanding that their failure to comply with the provisions of this Section 2.f. may result in the termination of the ability to work in such country of KidsFirst or its agents or representatives in such country, or may otherwise jeopardize the standing of KidsFirst, its agents or representatives in such country, and may adversely impact the licensing of KidsFirst in the State of Indiana or any accreditation, membership or approval KidsFirst may hold or desire to obtain in the future. If Adoptive Parents fail to comply with this provision in any manner, before or after the completion of the adoption, Adoptive Parents hereby agree that such failure shall: (a) result in immediate and irreparable harm and/or damage to KidsFirst; (b) entitle KidsFirst to an immediate exparte (without notice) injunction ordering Adoptive Parents to comply with KidsFirst's request for compliance without proof of damages; and (c) make Adoptive Parents responsible for any legal fees, costs and out of pocket expenses (including but not limited to travel expenses of KidsFirst's staff, legal counsel or other representatives) resulting from any legal action by KidsFirst because of such failure, whether or not KidsFirst is successful with its legal action. **Adoptive Parents will be instructed to go to the United States Citizenship and Immigration Services website (www.uscis.gov) for specific information regarding the filing of the I-800 A or I-600A, the fingerprinting process for their specific state and the fees associated with both of these tasks.**

f. **Cooperation.** The Adoptive Parent(s) agree to cooperate fully with KidsFirst in the adoption process.

1. **Home Study.** The Adoptive Parent(s), upon separate agreement and the payment of any costs associated therewith, will authorize and cooperate in any home study required by United States or Foreign country laws and regulations. The home study is to be performed by a qualified licensed agency that meets the licensing standards for the Adoptive Parent(s)' state. KidsFirst will assist the Adoptive Parent(s), as requested, in identifying a licensed agency or other provider for the conduct of the home study.
2. **Current, Accurate Information.** The Adoptive Parent(s) will furnish KidsFirst truthful, complete, accurate, and current information.

The Adoptive Parent(s) acknowledge that KidsFirst will rely upon a current home study. Further, the Adoptive Parent(s) acknowledge that KidsFirst will also evaluate the Adoptive Parent(s) for child placement on the basis of information provided by the Adoptive Parent(s) and others and upon interaction with the KidsFirst staff.

The Adoptive Parent(s) affirm that all information supplied by the Adoptive Parent(s) to KidsFirst has been and will be truthful and accurate. During the adoption process and for a period terminating upon the completion of all post-adoption requirements imposed by the country from which an adoption takes place, Adoptive Parents hereby agree to notify KidsFirst immediately if (i) the Adoptive Parents engage any other adoption agency, coordinator or facilitator of adoption or individual engaged in the placement of children in any manner whatsoever, to assist Adoptive Parents in the adoption of a child/children; (ii) there is any change in the marital status of the Adoptive Parents, including separation or divorce; (iii) any pregnancy of the Adoptive mother or any placement of another child in the household; (iv) death or

serious injury of either parent; (v) any change of residence of the family; or (vi) any charges are brought against either Adoptive Parent or any person residing in the home with respect to spousal abuse, child abuse or child endangerment, or substance abuse.

3. **Timely Execution of Adoption Process Steps and Required Documentation.** The Adoptive Parent(s) will promptly and timely perform all legal procedures and execute or obtain all legal documents required for international adoption as may be directed, required, or requested by KidsFirst or the foreign country or the US government. The Adoptive Parent(s) acknowledge that such procedures and forms will be multiple in both the United States and Foreign country and subject to changes in form or requirement that may necessitate re-completion. KidsFirst, in Exhibit B attached hereto, will apprise the Adoptive Parent(s) of the approximate cost of procedures and documentation and whether their cost is to be paid by the Adoptive Parent(s) directly or to KidsFirst or Foreign Facilitators for transmission to the appropriate organization or entity.
4. **Post-Adoption Report Requirements.** At the Adoptive Parent(s)' separate expense, they agree and will provide, in the time requested, any post-adoption documentation required by the Foreign country or the United States, or by KidsFirst in order to maintain its licensing and accreditation both abroad and in the United States. The Adoptive Parent(s) will provide all required information for these reports. Such requirements may include, but not be limited to, post-adoption reports, registration of adoption with foreign embassy or consulate, provision of a copy of child's Certificate of Citizenship once obtained, and provision of a copy of any United States re-adoption undertaken. KidsFirst shall apprise the Adoptive Parent(s) of such requirements and facilitate the provision of these documents. To the extent that KidsFirst is providing the post-adoption reports specifically, KidsFirst will include their costs in Exhibit B to this Agreement. Attached as Exhibit D-2 is an agreement to provide post-adoption reports and attached as Exhibit D-1 is a statement of the KidsFirst post-adoption policy.
5. **Required Travel.** The Adoptive Parent(s) will arrange for and make all visits to Foreign country as may be required for purposes of adoption, at the Adoptive Parent(s)' expense. KidsFirst will facilitate such travel by providing information and itineraries.
6. **Adoption Permanence.** The Adoptive Parent(s) acknowledge that the adoption of a child or children when enacted is permanent. At such time as the adoption of a child is made final, the Adoptive Parent(s) will be legal parent of the child or children and will have the same responsibilities and rights regarding the child as biological parents have.

Prior to the finalization of adoption, from the time the Referred Child (as hereinafter defined) is given into the Adoptive Parent(s)' custody, the Adoptive Parent(s) will assume full responsibility and financial

accountability for meeting the child's needs, including the provision of medical services provided for the benefit of the child.

3. Description of Services to be Provided by KidsFirst.

a. **Information.** Subject to the disclaimers contained in this Agreement, KidsFirst will provide the Adoptive Parent(s) identification provided by its agents of a child or children potentially available for adoption, including medical and social information, as available ("Referred child"). KidsFirst shall not independently confirm the accuracy or completeness of such information. Where no such information is made available to KidsFirst, the Adoptive Parents shall be so informed.

KidsFirst does not guarantee the accuracy or completeness of any information, including medical information, so provided through third party vendors or foreign providers and KidsFirst cannot independently verify such information. KidsFirst states that the adoption process is largely determined by independent operators such as government officials, i.e., judges, prosecutors, USA Immigration consular officers and local state employees, i.e., chief doctors and heads of orphanages, of the child's country of origin. KidsFirst does not warrant liability for such independent parties. In accepting such risks, the Adoptive Parent(s) will assume full responsibility for the care of the adopted child including financial responsibility for health-related services obtained for and provided to child. KidsFirst itself does not guarantee the physical, mental or psychological good health of the Referred Child nor the future development nor appearance of the Referred Child. KidsFirst will make no representation concerning such matters, and the Adoptive Parent(s) will not rely upon any such representation, if believed to be made, in the Adoptive Parent(s) decision-making concerning the adoption of any Referred Child. KidsFirst strongly advises that all families, upon receiving medical information on a child from the child's country of origin, contact a U. S. medical professional regarding the information provided on the child for an independent assessment. The prospective adoptive family shall provide KidsFirst with a copy of said assessment before completing their final adoption or bringing the child to the United States.

b. **Facilitate Process of Adoption.** KidsFirst and its agents shall facilitate the adoption process, including but not limited to: verifying with foreign country officials that biological parental rights have been terminated; assisting with the translation of documents; arranging for any necessary housing, food, and inland transportation in the foreign country for the Adoptive Parents though the Adoptive Parents will bear responsibility for all costs associated with such arrangements; maintaining contact with foreign country representatives as needed to facilitate the adoption and completion of the adoption process.

c. **No Guarantee of Assignment.** KidsFirst will use all reasonable efforts to arrange for an assignment, but Adoptive Parents understand and acknowledge that KidsFirst can neither provide final confirmation of such assignment nor guarantee a placement. Any arrangement by KidsFirst of an assignment is contingent on the final approval by the court. Final confirmation occurs in response to the Adoptive Parents Petition to the foreign court and is within the sole discretion of the petitioned court. KidsFirst does not guarantee that any Referred Child will meet the Preferences the Adoptive Parent(s) as to child's age, gender, and other characteristics, although KidsFirst will assure that Adoptive Parent preferences are made known, will exert reasonable efforts to fulfill them, and advocate for them.

d. **Parent Education and Training.** KidsFirst will provide and/or ensure the Adoptive Parent(s) have participated in pre-adoption training and education intended to assist them in understanding international adoption, understanding and completing the US immigration process and completing other legal requirements for international adoption. Such Adoptive Parent education and

training at a minimum will meet accreditation standards of the Hague Convention and any Foreign country requirements.

e. **Post-Adoption Review.** KidsFirst shall have the right to obtain and the Adoptive Parents shall be required to provide any and all information concerning any child adopted through KidsFirst from the Adoptive Parents until the child reaches the age of majority including but not limited to medical, psychological and educational records. Attached as Exhibit D-2 is an agreement to provide post-adoption reports and attached as Exhibit D-1 is a statement of the KidsFirst post-adoption policy.

f. **Client Privacy.** KidsFirst will respect the privacy and confidentiality of the Adoptive Parent(s) records and information concerning the Adoptive Parent(s) given to KidsFirst. Such records and information will not be disclosed, either orally or in writing, unless it is necessary to the accomplishment of services for the Adoptive Parent(s) herein and required or permitted by Indiana State law for authorized purposes (see Exhibit A).

4. **Representations and Warranties by the Adoptive Parents.** The Adoptive Parents represent and warrant as follows:

a. **No Reliance.** The Adoptive Parents have made their decision to enter into this Agreement based upon their own independent review and any other documents or information deemed relevant by the Adoptive Parents, and have not relied on any representation or warranty by KidsFirst or anyone acting for or on behalf of KidsFirst, other than as expressly set forth in this Agreement.

b. **No Other Agency.** The Adoptive Parents agree to work exclusively with KidsFirst and have not requested that another agency simultaneously pursue an assignment of a child for them, or to the extent they had previously requested such services from another agency, such agreement has been terminated in writing.

c. **Understanding of Uncertainty.** The Adoptive Parents understand that the amount of fees and expenses ultimately paid may be more than the estimates provided by KidsFirst, that the health and social condition of a child is uncertain and that a successful outcome is not guaranteed.

5. **Waivers**

a. **Assumption of Risk.** The Adoptive Parents understand that there are risks in foreign adoption and KidsFirst and its agents cannot control all aspects of the process, nor assure a successful outcome. Some of these risks are set forth in the Statement of Risks in International Adoption Waiver of Liability, set forth in Exhibit F attached hereto. Additionally, Adoptive Parents hereby acknowledge that there may be other risks of international adoption which are beyond the control of KidsFirst and are not set forth herein or on Exhibit F. **Although KidsFirst always uses all reasonable efforts to alert adoptive families of these risks and to protect them from these risks, Adoptive parents understand that KidsFirst and its agents cannot guarantee the outcome of any adoption.**

b. **Waiver of Claims.** Adoptive Parent(s) wish to pursue an adoption plan and to seek an adoptive placement, knowing and assuming all the medical, legal and other risks of adoption as set forth in this document. The Adoptive Parent(s) hereby waive, release, and forever discharge the KidsFirst, its employees, attorneys, social workers, independent contractors, independent contract attorneys, independent contract social workers, principals, officers, shareholders, owners, directors, successor corporations and affiliates, arising out of or relating to the risks of adoption set forth herein and in Exhibit

E, except for acts of willful misconduct or gross negligence of KidsFirst and its directors, officers and employees.

c. **Indemnification.** The Adoptive Parent(s) agree to and do hereby indemnify, save and hold harmless KidsFirst, its employees, attorneys, social workers, independent contractors, independent contract attorneys, independent contract social workers, principals, officers, shareholders, owners, directors, successor corporations and affiliates from any and all claims, liabilities, actions, demands, judgments, losses and/or damages (including reasonable attorneys fees and costs) that the Adoptive Parent(s) who sign this waiver may have now or in the future against any third party, including but not limited to any foreign agency, lawyer, facilitator, governmental body, nation or any other individual or organization, except for acts of willful misconduct or gross negligence of KidsFirst and its directors, officers and employees.

d. **Travel.** KidsFirst is not responsible for any accidents or injuries sustained by the prospective adoptive parent(s) while traveling to, from or in the Foreign Country, and the Client is encouraged to purchase independent travel insurance from Travel Protectors or any other company providing such coverage for any potential claims related thereto. KidsFirst does not purport to be a travel agency or travel insurance provider in the USA or any foreign country, and any suggestions made by KidsFirst, its agents, employees, independent contractors, representatives or foreign service providers or agents is made strictly without warranty of safety. The prospective adoptive parent(s) accept the risk related to any travel or transportation related to this Agreement, and understands that any tour or travel arrangement in the foreign country is the sole responsibility of the prospective adoptive parent(s).

The prospective adoptive parent(s) expressly waive(s) any and all claims against KidsFirst (including its employees, agents, foreign representatives, and independent contractors) as related to any travel, theft, hotel, transportation incident on any automobile, motorcycle, taxi, bus, airplane, bicycle, etc., act of terrorism, accident causing injury or death, Act of God, forces of nature, etc. while traveling to, within or from the Foreign Country as related to the adoption referenced in this Agreement.

KidsFirst may recommend convenient airlines, airport transfer individuals or companies, but does not take part in the fee exchange of these companies or individuals and is not responsible for any acts of potential negligence made on their behalf. The prospective adoptive parent(s) agrees to accept the risk for any transportation, hotel or travel decision related to this Contract and to purchase independent travel insurance to protect their interests thereby, thus understanding that they waive claims herein and accept the risk related to international travel.

6. Disclaimer. KidsFirst and its agents, make no warranty or representation regarding the availability of a child for adoption, the length of time of the adoption process, the health or social development of the child, the completeness or accuracy of medical or other information provided, the costs associated with the process of adoption, the actions of foreign governments, or the actions of United States immigration authorities. KidsFirst does not guarantee that any Referred Child will meet the Preferences of the Adoptive Parent(s) as to child's age, gender, and other characteristics, although KidsFirst will assure that the Adoptive Parent(s) Preferences are made known, will exert reasonable efforts to fulfill them, and advocate for them. The Adoptive Parents are encouraged to conduct their own investigations and studies or to have individuals of their choice conduct such investigations or studies. The Adoptive Parents have reviewed, understand and initialed the "Acknowledgment of Medical/Social Risk" attached hereto as Exhibit C which is a part of this Agreement.

7. Disruption. (currently not applicable for Bulgaria, Dominican Republic, Poland, or Ukraine)

a. **Best Interests of Child.** KidsFirst and the Adoptive Parent(s) will work at all times in the best interests of the child concerned.

The parties anticipate that an adoption, once approved by the country of the child/children's origin, will be enacted and made final prior to the time the Adoptive Parent(s) and then-adopted child return to the United States from the foreign country of the child's origin, or prior to the time the child is escorted to the United States. However, in the event the adoption is not so made final prior to the child's arriving in the United States in expectation of subsequent finalization of the adoption, KidsFirst will monitor the period of placement prior to the adoption's being made final ("Placement Period") to insure that the placement remains in the best interests of the child. KidsFirst will make, or cause to be made by another licensed agency, at least the greater of the number of home visits required by (i) the state of residence of the Adoptive Parents, or (ii) the Foreign country of origin of the child.

b. **Difficulties Involving Child during Placement Period, if any.** KidsFirst and the Adoptive Parent(s) will seek to avoid disruption of a prospective adoption during the Placement Period prior to final adoption if that is in the best interests of the child. The Adoptive Parent(s) will notify KidsFirst promptly if there arise significant problems in the relationship or situation of the Adoptive Parent(s) and child during such time. KidsFirst will provide advice and offer information regarding available external assistance such as counseling that the Adoptive Parent(s) may engage at the Adoptive Parent(s)' expense. KidsFirst will utilize its reasonable efforts to assure that the placement is successful, provided the Adoptive Parents make all reasonable efforts to assure its success.

c. **Disruption of Adoption during Placement Period (not Applicable for Bulgaria, Dominican Republic, Poland, or Ukraine).**

1. In the event that counseling is not successful in resolving serious difficulties and the Adoptive Parent(s) and KidsFirst mutually decide and express in writing that continuing the Placement Period and the Adoptive Parent's subsequent final adoption of the child are not in the child's best interest, the Adoptive Parent(s) and KidsFirst will establish an agreed-upon date within 30 days to effect a change in the custody and physical home of the child.
2. KidsFirst will use its reasonable efforts to arrange for a qualified, eligible person to assume temporary custody of and provide care for the child and act promptly and in accordance with any applicable legal requirements to remove the child from the Adoptive Parent's home. The Adoptive Parents shall be responsible for any costs associated with such placement and care of the child.
3. KidsFirst will assume responsibility for finding subsequent adoptive parent(s) and placement for the child if possible, and, if done, for notifying the Central Authorities of the foreign country and the United States about the child's new adoptive parents.
4. In considering future placement of the child, KidsFirst will consider the child's views when appropriate in light of the child's age and maturity and, when required by State law, obtain the consent of the child prior to change in physical home or custody. KidsFirst will also consider the child's age, length

of time in the United States, and other such pertinent factors in making any such placement.

5. KidsFirst will return child to the child's country of origin only as a last resort, only after exerting best efforts to establish a new placement with other adoptive parents, and only if the Central Authorities of the foreign country and the United States have provided prior approval in writing for such return.
6. Notwithstanding removal of the child from the Adoptive Parent's home and custody, the Adoptive Parent(s) shall continue to have financial responsibility for all costs required for the child's care until such time as KidsFirst is able to effect other placement or return of the child as set forth above, and the Adoptive Parent(s) will pay such costs either directly to the provider of services or upon billing by KidsFirst. KidsFirst will make reasonable efforts to determine if the child is eligible for various governmental social welfare programs providing financial assistance to children and, if so, will work with the Adoptive Parent(s) to see that the child is enrolled and that the Adoptive Parent(s)' billed expense is reduced accordingly.
7. KidsFirst will continue any responsibilities it has for monitoring and reporting during the post-placement period.

d. **Disruption of Adoption due to Crisis or Emergency during Placement Period**

1. Should a crisis or emergency arise making it impossible for the Adoptive Parent(s) to fulfill responsibilities for the child as set forth herein, upon or before placement of a child by the Adoptive Parents, the Adoptive Parent(s) will provide KidsFirst information regarding the Adoptive Parent(s) arrangement during the Placement Period for custody and care of the child (guardianship).
2. KidsFirst will use all reasonable efforts to facilitate assumption of custody and care by the Adoptive Parent(s) designated guardian and will continue any responsibilities it has for monitoring and reporting during the post-placement period, but KidsFirst will have no financial or other responsibilities with respect to that custody and care.

e. **Disruption of Adoption due to Neglect or Abuse**

1. KidsFirst may conclude that continuing the Placement Period and the Adoptive Parent(s) subsequent final adoption of the child are not in the child's best interest if it believes that child neglect or abuse is occurring. In such event, KidsFirst in compliance with the laws and regulations of the State of Indiana will report such suspected neglect or abuse promptly to appropriate law enforcement and public child welfare authorities and cooperate fully in their investigation and its resolution.
2. If local law enforcement and public child welfare authorities act to remove the child from the home, and assume temporary custody and care of the child, due to child abuse or neglect, then:

- (a) KidsFirst will work to find a subsequent adoptive parent and placement for the child if possible, and will notify the Central Authorities of the foreign country and the United States about the change in custody and care and the child's new adoptive parents.
 - (b) In considering future placement of the child, KidsFirst will consider the child's views when appropriate in light of the child's age and maturity and, when required by State law, obtain the consent of the child prior to change in physical home or custody. KidsFirst will also consider the child's age, length of time in the United States, and other such pertinent factors in making any such placement.
 - (c) KidsFirst will seek to return child to the child's country of origin only as a last resort, only after exerting best efforts to establish a new placement with other adoptive parents, and only if the Central Authorities of the foreign country and the United States have provided prior approval in writing for such return.
 - (d) KidsFirst will continue any responsibilities it has for monitoring and reporting during the post-placement period.
3. In the event removal of the child from the Adoptive Parent(s) home is the result of action by law enforcement or child welfare authorities, the Adoptive Parent(s) will have financial and other responsibility for the child's care as is required by laws and regulations of the county, state, or other jurisdiction governing such circumstance.

8. Dissolution.

a. KidsFirst and the Adoptive Parent(s) will seek to avoid dissolution of an adoption if that is in the best interests of the child. The Adoptive Parent(s) will notify KidsFirst promptly if there arise significant problems in relationship or situation of the Adoptive Parent(s) after the finalization of the adoption. To the extent it has knowledge and resources, KidsFirst will provide advice and offer information regarding available external assistance such as counseling that the Adoptive Parent(s) may engage at the Adoptive Parent(s)' expense.

b. KidsFirst will provide information and referrals to appropriate resources should the Adoptive Parent(s) inform KidsFirst that Adoptive Parent(s) wish to dissolve an adoption following its being made final. At the point of adoption and a subsequent dissolution, KidsFirst has no legal duties toward the child or Adoptive Parent(s), but it will provide information and referrals pertaining to legal processes and government requirements to Adoptive Parent(s) should the Adoptive Parent(s) pursue dissolution. Both parties agree to serve the best interest of the child in this situation.

9. Complaints and Grievances. KIDSFIRST INTERNATIONAL ADOPTION, INC. has provided to the client information about its complaint and grievance policy and procedures as set forth in Exhibit E to this Agreement and the Client acknowledges receipt of same.

10. Term. The initial term of this Agreement shall be for the later of (i) completion of a successful adoption or (ii) one (1) year period commencing _____, unless sooner

terminated in accordance with the terms of this Agreement. This Agreement shall automatically be renewed for successive one-year terms after the completion of the Initial Term unless (a) a successful adoption has been completed, (b) either party elects not to renew by giving written notice to the other party no later than 60 days prior to the beginning of the proposed renewal term or (c) either party terminates by written notice to the other party. The parties expressly understand and agree that either party may terminate the relationship at any time, subject to the written notice requirements, with or without cause, for any reason or for no reason at all.

11. Time Estimate. Prior to providing services, KidsFirst will provide the Adoptive Parent(s) an estimate of the time required for various steps in the adoption process and inform the Adoptive Parent(s) of any significant changes in the estimate as the adoption process goes forward.

The Adoptive Parent(s) acknowledge that KidsFirst does not guarantee that the adoption will be accomplished within the time estimated. The Adoptive Parent(s) acknowledge they have been expressly informed that the time required for adoption may be lengthened or shortened by (a) factors affecting the availability of adoptable children including but not limited to political, policy, and legal changes in the Foreign country or United States, (b) excessive slowness to action on the part of public agencies, (c) changes in the Adoptive Parent(s) child Preferences, and (d) other unforeseen circumstances.

12. Termination. The adoptive family agrees to conduct themselves at all times during the adoptive process in a courteous manner, being tolerant and diplomatic in their interactions with KidsFirst staff, as well as the foreign country staff. Failure to do so, along with the failure to pay fees when due, the failure to be truthful and candid, or any other violation of KidsFirst policies will result in termination of this Agreement with no refund of any fees. Should the working relationship between KidsFirst and the Adoptive Parents be terminated for any reason, any funds of the Adoptive Parents being held in escrow by KidsFirst which have not been expended at the time of termination, or upon the completion of the adoption, KidsFirst shall refund such fees to the Adoptive Parents within sixty (60) days after the relationship has been terminated.

13. Opportunity to Consult Counsel. The Adoptive Parents acknowledge and agree that they have had adequate opportunity to consult with independent counsel of their choosing with respect to the terms of this Agreement and that they have made their own decision, without any influence by KidsFirst, or any of its agents with respect to such consultation.

14. Entire Agreement, Modification. This Agreement and its Exhibits contain the entire agreement between KidsFirst and the Adoptive Parents and supersedes all prior agreements between the parties. The parties acknowledge that no oral or written statement, inducement or representation has been made by any party that is not a part of this Agreement. This Agreement can be modified at any time only by a supplemental agreement in writing signed by KidsFirst and the Adoptive Parents.

15. No Preferential Treatment. KIDSFIRST INTERNATIONAL ADOPTION, INC. will not show preferential treatment to its Board Members, contributors, volunteers, employees, agents, consultants, or independent contractors with respect to the placement of children for adoption from a Convention or a Non-Convention country.

16. Assignment. This Agreement may not be assigned by the Adoptive Parents at any time.

17. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Indiana, without regard to any conflicts of law provisions. The Adoptive

Parents and KidsFirst hereby consent to the jurisdiction of the state and federal courts of the State of Indiana over any disputes arising from, or in connection with, this Agreement.

18. BINDING ARBITRATION. ANY DISPUTE ARISING OUT OF OR RELATING TO ADOPTIVE PARENTS' ADOPTION SHALL BE GOVERNED BY OR CONTROLLED BY THE AGREEMENT INCLUDING ANY SUPPLEMENTS THERETO, AND SUBJECT TO BINDING ARBITRATION, INCLUDING THE VALIDITY OF THIS ARBITRATION PROVISION. ANY DISPUTE WILL BE RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE INDIANA RULES FOR ALTERNATIVE DISPUTE RESOLUTION (ARBITRATION RULES) WITH THE EXCEPTION OF PARAGRAPH 2(F) OF THE AGREEMENT WHICH PERMITS KIDSFIRST TO USE ALL LEGAL PROCESSES, INCLUDING LITIGATION, TO FORCE COMPLIANCE WITH POST-ADOPTION REQUIREMENTS AS IDENTIFIED IN PARAGRAPH 2(F) OF THE AGREEMENT.

THE ARBITRATOR SHALL APPLY THE SUBSTANTIVE LAW OF THE STATE OF INDIANA, EXCLUSIVE OF ANY CONFLICT OF LAW RULES. ARBITRATION SHALL BE BEFORE A SOLE ARBITRATOR AND SHALL BE IN INDIANAPOLIS, MARION COUNTY, INDIANA.

THE ARBITRATOR IS NOT EMPOWERED TO AWARD DAMAGES IN EXCESS OF THE LESSER OF COMPENSATORY DAMAGES OR THE FEES ACTUALLY PAID TO KIDSFIRST AS AGENCY FEES \$8,000. THE AWARD/DECISION RENDERED BY THE ARBITRATOR SHALL BE FINAL AND BINDING, AND JUDGMENT UPON THE AWARD/DECISION MAY BE ENTERED BY ANY COURT HAVING JURISDICTION OF EITHER PARTY. EACH PARTY IS REQUIRED TO CONTINUE TO PERFORM ITS OBLIGATION UNDER THIS AGREEMENT PENDING FINAL ARBITRATION AWARD/DECISION OF ANY DISPUTE ARISING OUT OF OR RELATING TO YOUR ADOPTION OR THIS AGREEMENT, UNLESS EITHER PARTY CHOOSES TO TERMINATE THIS AGREEMENT AS PERMITTED BY THE TERMS OF THE AGREEMENT.

ANY CLAIM BY EITHER PARTY SHALL BE TIME-BARRED UNLESS THE ASSERTING PARTY COMMENCES AN ARBITRATION PROCEEDING ACCORDING TO THE ARBITRATION RULES WITH RESPECT TO SUCH CLAIM WITHIN ONE (1) YEAR FROM THE LATTER DATE OF THE TERMINATION OF THIS AGREEMENT BY EITHER PARTY OR THE COMPLETION OF YOUR ADOPTION ACCORDING TO THE LAWS OF THE FOREIGN COUNTRY.

NOTWITHSTANDING THE COMPLETION OF YOUR ADOPTION OR THE TERMINATION OF THIS AGREEMENT, THE ARBITRATION PROVISION SURVIVES THE AGREEMENT AS THE AGREED UPON METHOD TO RESOLVE ANY CONFLICT ARISING OUT OF YOUR ADOPTION OR THIS AGREEMENT BY EITHER PARTY, WITH THE EXCEPTION OF PARAGRAPH 2(F) IN THE AGREEMENT. ALL ISSUES RELATING TO THE TIMELINESS OF CLAIMS SHALL BE RESOLVED BY THE ARBITRATOR.

19. Severability. Should any provision of this Agreement be deemed illegal or unenforceable in any respect, such illegality or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain in accordance with their terms.

20. Headings. The headings contained in this Agreement are for the convenience of reference only, and shall not affect the meaning or construction of the provisions of this Agreement.

21. Waiver. The failure of either party to insist in any one or more instances upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver of future performance of any of the terms or conditions contained herein.

22. Recitals and Exhibits. The recitals and Exhibits of this Agreement are intended by the parties to be a material part of this Agreement and shall be deemed as such. All provisions contained within the recitals and Exhibits shall be deemed to be of the same force and effect as if such provisions were incorporated into the body of this Agreement.

23. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be considered an original and all of which shall constitute one and the same Agreement.

PLEASE CONSULT WITH YOUR OWN ATTORNEY IF YOU HAVE ANY QUESTIONS ABOUT BINDING ARBITRATION OR ANY OTHER PARAGRAPH IN THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and date first above written.

KIDSFIRST INTERNATIONAL ADOPTION, INC.

By: _____
Inna Pecar, President

ADOPTIVE MOTHER

ADOPTIVE FATHER

EXHIBIT "A"

**INITIAL AUTHORIZATION FOR EXCHANGE
OR RELEASE OF INFORMATION**

Name of Applicant(s): _____ and _____

KIDSFIRST INTERNATIONAL ADOPTION, INC. has my permission to obtain written and/or verbal information as is necessary to complete the adoption process.

I/We understand the contents to be released/obtained, the need for the information and that there are statutes and regulations protecting the confidentiality of authorized information. I/We understand that this consent is truly voluntary and is valid until the completion of the term of this Agreement. I/we also understand that I/we may withdraw this consent at any time except to the extent that information has already been received or obtained.

ADOPTIVE MOTHER

ADOPTIVE FATHER

Date: _____

I certify that the client understands the purpose of this release form, and that permission was granted voluntarily.

Staff Signature

Date

EXHIBIT B

Poland Fee Schedule

Agency /Purpose When Fee is Due:			
Check to KFIA		With Application	
Non-Refundable Application Fee			\$1000
USCIS		With Application to	
USCIS			
(U.S. Citizenship and Immigration Services)	I-800A Processing Fingerprinting fee (\$85 per adult)	\$775 \$170	\$945
Adoption Learning Partners Registration		Course	
Adoption Education			\$150
KFIA (By check or wire transfer)		At Application	
Approval			
Non-Refundable Agency Fee			\$3,000
KFIA (ALL ARE NON-REFUNDABLE - By check or wire transfer)		At Dossier	
Submittal			
Agency Fee (1 child)			\$3,000
(2 children)			\$5,000
KidsFirst Document Processing Fee (Indiana families only)			\$150
Poland Coordinator (Paid by Client by Wire to KFIA)		At Dossier Submittal	
Non-Refundable Facilitator Fee			\$500*
Non-Refundable Translation Fee			\$2,000*
KFIA (By check or wire transfer)		Prior to Trip 1	
Non-Refundable Agency Fee (1 child)			\$5,000
(2 children)			\$7,000
Poland Coordinator (Paid by Client by Wire to KFIA) (Prior to Trip 1)		Acceptance of	
Child Referral			
Facilitator Fee			\$2,500**
Poland Coordinator (Paid by Client by Wire to KFIA)		(Prior to Trip 1)After Court in	
Country re:		Bonding Visitation	
Facilitator Fee (1 child)			
\$3,000***			
(2 children)			\$5,000
In-Country Travel Expenses/Fees		Approximately \$10,000	

This includes a 6 weeks stay in the country, airfare for 2 adults and 1 child, lodging, meals, child's visa, and gifts for the orphanage and staff in the country. Lodging fees will vary depending on the location. Families will stay in an apartment (\$70-150 per day) or at the monastery.

Orphanage Donation

\$200-500

Adoption Center Donation

\$700

- * The entire payment is non refundable. It covers translation fee and the work on the referral of the Poland Coordinator.
- ** If the family travels and does not accept the referral, \$1,000 of this fee will be refunded to KidsFirst and KidsFirst will refund \$1,000 to the family. The remainder is retained by Poland Coordinator for her work to that point.
- *** If the family terminated the bonding process without adopting, all or part of this payment will be refunded, minus any travel expenses of the Poland Coordinator and any legal fees and/or expenses incurred to that point in the process.

We suggest taking an extra \$2,000 - \$3,000 for misc. expenses and souvenirs: US Currency or Traveler's Checks

- The fee for the home study is in addition to the above amounts, and varies from agency to agency. The KFIA fee for Indiana home studies is currently \$2,000 plus travel expenses (mileage at \$.50/mile).
- All fees listed are subject to change.
- You will encounter fees in order to obtain necessary dossier documents. These vary for each family depending on the state of residence. These can include, but are not limited to: police clearances, medical reports, birth/marriage certificates, and psych evals.
- All dossier documents are required to be notarized and apostilled. Some states require a County certification prior to apostilling. These fees vary between states and can range from \$5 to \$25 per document.
- The KFIA fee for post-adoption reports is \$300 for one report and \$400 for two concurrent reports, plus travel expenses (mileage at \$.50/mile).
- Adoptive Parents will be responsible for paying all wire transfer fees associated with wiring fees to overseas coordinators.
- The agency may waive, reduce or refund fees in special circumstances such as, but not limited to: returning families, sibling adoptions, and children with special needs. These situations would be reviewed on a case-by-case basis and must be approved in advance by the Board of Directors of KFIA.

We have read, understand, and agree to the above fee schedule for an adoption in Poland.

ADOPTIVE FATHER

ADOPTIVE MOTHER

Date:_____

Last Revised 06/29/2021

EXHIBIT C
ACKNOWLEDGMENT OF MEDICAL/SOCIAL RISK

I/We have discussed and have had the opportunity to research independently, the medical and social risk factors of international adoptions, including the characteristics of high risk and/or unknown birth parents.

I/We further understand that many tests for young children are unreliable at best, (i) that some tests may have a built-in time delay factor or exhibit a false-negative response; and that the child referred to us is based upon available information, and (ii) that an assessment of the health of an infant or small child cannot be entirely accurate in the absence of certain multiple tests requiring time and controlled conditions. Further complicating this issue is the problematic state of the various countries medical systems throughout the world, in terms of both technical proficiency and education. Because of the wide variance and disparity throughout the world, the accuracy of medical diagnosis can be neither guaranteed nor discounted in any way. Furthermore, that the results of any medical testing of an adopted child may not be accurate or may be an indication of the child's health at only one specific point in time.

I/We further understand that the identities, prior medical history, and genetic history of the biological mother and father of an adopted child may be unknown, and, in fact, are very rarely known, and that no history may be available pertaining to a child's birth date, neglect, abuse, or adjustment difficulties. That an adopted child may have or develop a congenital defect, medical disease or condition undiagnosed, misdiagnosed, or unforeseen prior to adoption, and that internationally adopted children experience rates higher than in the United States for certain diagnoses and illnesses.

In addition, we will be given the opportunity to discuss such medical and social risks with physicians of our choice, realizing that the employees of KIDSFIRST INTERNATIONAL ADOPTION, INC. are not licensed medical personnel. Considering the above, the Adoptive Parent(s) accept the risks that a child adopted pursuant to this Agreement may have congenital defects; physical, mental, or social handicaps; undiagnosed, misdiagnosed, or subsequently developing illnesses or health conditions.

I/we understand that such problems may include, but are not limited to, the following conditions:

Salmonella	Tuberculosis	Hepatitis A,B or C
Milk Intolerance	Dehydration	Scabies
Malnutrition	Pneumonia	HIV/AIDS
Retardation	Rickets	Prematurity
Depression	Under Stimulation	Venereal Disease
Decayed Teeth	Drug Exposure	Visual Impairment

Hearing Impairment	Learning Disability	Delayed Development
Parasitic Infection	Institutionalization	Fetal Alcohol Syndrome
Mental Illness	Abuse: physical, sexual emotional, psychological	Undiagnosed Congenital Problems
Physical Deformity		
Exposure to Nuclear disease	Seizure Disorder	Serious Illness (cancer, heart diabetes)
Environmental Fallout	Genetic Disorder	

I/we recognize, understand and accept the KIDSFIRST INTERNATIONAL ADOPTION, INC. medical and social risk acknowledgment, as noted above, and hereby indemnify and hold harmless the agency, its employees, agents, volunteers and Board of Directors for any diseases and conditions that have not been previously diagnosed.

ADOPTIVE FATHER

ADOPTIVE MOTHER

Date: _____

EXHIBIT D-1
POST-ADOPTION POLICY
Poland

The maintenance of Poland accreditation and the ability of agencies to continue to work in Poland are contingent upon the full compliance of adoption agencies with post-adoption report requirements. This country requires post-adoption reports prepared by a licensed adoption agency at the 12 month, 24 month, and 36 month anniversary of the child's adoption. Additionally, the family is required to provide post adoption reports every 3 years until the child is 18 years of age.

Because of the severity of the penalties imposed by these countries for non-compliance, KidsFirst will require that all adoptive parents sign (i) a contract with KidsFirst containing the requirement for full compliance with the KidsFirst post-adoption policy, and (ii) commitments (possibly both to KidsFirst and its Partner agency) to provide post-adoption reports on a timely basis. These documents will be legally enforceable and KidsFirst (and its partner) may pursue any breach of the post-adoption provisions using all legal remedies.

It is imperative that all post-adoption reports be submitted on a timely basis. There will be a late fee of \$100 for the first day and \$25 per day thereafter, which will be due and payable to KidsFirst for each report if not received on the due date. It is the family's responsibility to make sure their home study agency turns in the original reports to KidsFirst on time. Moreover, if the post-adoption agency completing the post-adoption report does not notarize and Apostille Seal each report, the fee to notarize and Apostille Seal, plus a \$100 administrative fee, will be immediately due and payable to KidsFirst.

Failure to meet the requirements set by the Polish authorities and KidsFirst (or its accredited agency) of your post-adoption reports may result in your personal financial liability (this includes, but is not limited to, program maintenance costs, staff salaries, existing caseload processing and completion, loss of future revenue, etc.). If legal action is required from KidsFirst, the family shall also incur all legal fees, transportation, hotel, etc.

ADOPTIVE PARENTS SHALL ACKNOWLEDGE IN THE CONTRACT THEIR UNDERSTANDING THAT THEIR FAILURE TO COMPLY WITH THESE PROVISIONS MAY RESULT IN THE TERMINATION OF THE ABILITY TO WORK IN SUCH COUNTRY OF KIDSFIRST OR ITS AGENTS OR REPRESENTATIVES IN SUCH COUNTRY, OR MAY OTHERWISE JEOPARDIZE THE STANDING OF KIDSFIRST, ITS AGENTS OR REPRESENTATIVES IN SUCH COUNTRY, AND MAY ADVERSELY IMPACT THE LICENSING OF KIDSFIRST IN THE STATE OF INDIANA OR ANY ACCREDITATION, MEMBERSHIP OR APPROVAL KIDSFIRST MAY HOLD OR DESIRE TO OBTAIN IN THE FUTURE. IF ADOPTIVE PARENTS FAIL TO COMPLY WITH THIS PROVISION IN ANY MANNER, BEFORE OR AFTER THE COMPLETION OF THE ADOPTION, ADOPTIVE PARENTS HEREBY AGREE THAT SUCH FAILURE SHALL: (A) RESULT IN IMMEDIATE AND IRREPARABLE HARM AND/OR DAMAGE TO KIDSFIRST; (B) ENTITLE KIDSFIRST TO AN IMMEDIATE EXPARTE (WITHOUT NOTICE) INJUNCTION ORDERING ADOPTIVE PARENTS TO COMPLY WITH KIDSFIRST'S REQUEST FOR COMPLIANCE WITHOUT PROOF OF

DAMAGES; AND (C) MAKE ADOPTIVE PARENTS RESPONSIBLE FOR ANY LEGAL FEES, COSTS AND OUT OF POCKET EXPENSES (INCLUDING BUT NOT LIMITED TO TRAVEL EXPENSES OF KIDSFIRST'S STAFF, LEGAL COUNSEL OR OTHER REPRESENTATIVES) RESULTING FROM ANY LEGAL ACTION BY KIDSFIRST BECAUSE OF SUCH FAILURE, WHETHER OR NOT KIDSFIRST IS SUCCESSFUL WITH ITS LEGAL ACTION.

EXHIBIT D-2

Commitment to Comply with Requirements for Post-Adoption and Registration of Child

I/We _____ do hereby understand and agree to the following post-adoption schedule of visits following the placement of my/our child(ren).

Report #1	DUE at 12 months after date of adoption decree
Report #2	DUE at 24 months after date of adoption decree
Report #3	DUE at 36 months after date of adoption decree
Self-Reports	DUE every 3 years until the child turns 18 years of age

I/We understand that the post-adoption reports must be completed by a licensed social worker in enough time to submit them to the agency in the expected time frame. I/We understand that these post-adoption reports are legal documents which will, or may later be required to be, submitted to the Foreign government where the child(ren) are adopted (the "Country of Origin").

I/We agree to abide by any changes a Country of Origin requiring the submission of post-adoption reports, KidsFirst or its agents or representatives in such country, may require in regards to the submission of post-adoption reports (and photos).

I/We understand that I/we must pay our home study agency for post-adoption services in advance, and once paid our home study agency is to e-mail a verification that this has been done.

I/We also agree to submit the required amount of post-adoption reports (with the required number of colored photos attached) as are requested by the Country of Origin and KidsFirst. These reports will be completed by my/our Home Study agency, as required by the Country of Origin. Failure to meet the requirements set by the Country of Origin of my/our post-adoption report, will result in my/our personal financial liability (this includes but is not limited to, program maintenance costs, staff salaries, existing caseload processing and completion, loss of future revenue, etc.). If legal action is required from KidsFirst, the family shall also incur all legal fees and other expenses of pursuing such legal action, including but not limited to, transportation, hotels, etc.

I understand that my failure to comply with these requirements could result in a moratorium on foreign adoptions.

This Commitment to Comply with Requirements for Post-Adoption and Registration of Child is non-negotiable.

Please note: Any attempt to deviate or any actual deviation of this contract will result in no refund of the Post-Adoption Deposit.

ADOPTIVE FATHER

ADOPTIVE MOTHER

Date: _____

EXHIBIT E

COMPLAINT/GRIEVANCE POLICY AND PROCEDURE

Right to make a complaint: KIDSFIRST INTERNATIONAL ADOPTION, INC. (“KFIA”) recognizes the right of any birth parent, adoptive parent, prospective adoptive parent, or adoptee to lodge directly with the agency signed and dated complaints about any of the services or activities of the agency (including its use of supervised providers) that he or she believes raise an issue of compliance with the Hague Convention, the Intercountry Adoption Act of 2000, the Universal Accreditation Act of 2012, or the regulations implementing the IAA or UAA. Upon request KFIA will provide the client(s) with assistance in locating the Hague Convention Regulations.

Clients have the right to be provided a copy of any home study or post-adoption reports involving them (if state law and regulations allow that), and specifically, clients have the right to complain and seek review concerning any agency decision or information affecting their eligibility to adopt.

KFIA will not take any action to discourage a client or former or prospective client from, or retaliate against a client or prospective client for: making a complaint; expressing a grievance; providing information in writing or interviews to an accrediting entity on the agency's or person's performance; or questioning the conduct of or expressing an opinion about the performance of an agency or person. The Executive Director will be responsible for assuring that adoption services will be provided, at all times, with due diligence and at the highest standards, regardless of any action a client or prospective client takes to express, file or register a grievance or complaint.

Handling of complaints and requests for review a decision or information:

- A person believing he/she has a complaint is requested to present it first to the Executive Director of the agency. Contact information for the Executive Director is: Inna Pecar, 9135 N. Meridian St., Suite B-4, Indianapolis, Indiana 46260.
- KFIA encourages open and honest discussion among its personnel and clients or prospective clients, and does not discourage or retaliate against any party for issuing a written concern or complaint.
- A complainant may lodge any such complaint with respect to the actions or performance of services by KFIA, any of its employees, and any supervised providers used by KFIA.
- KFIA will respond in writing to complaints received within thirty (30) days of receipt, and will provide expedited review of such complaints that are time-sensitive or that involve allegations of fraud.
- If the Executive Director is unable to resolve the complaint to the satisfaction of that person, he/she may request to submit the complaint in a dated and signed written document and have it forwarded for consideration to the Governing Board of KFIA.
- Upon submission of such a written complaint, the Governing Board will consider the complaint and develop a response to be communicated back to the complainant.
- If the complaint it is not resolved through the agency's complaint process and it involves the Hague Convention on Intercountry Adoption, the IAA, the UAA, the Federal

implementing regulations (22 CFR 96, 97, 98), or a Hague Convention adoption case, you may file a formal complaint online with the U.S. Department of State's Hague Complaint Registry (<https://adoptionusca.state.gov/HCRWeb/WelcomeForm.aspx>). To submit a complaint, simply click on the link to the "Complaint Form", complete the information and click the "Confirm" button when they are finished. You may also print out the form and fax it to the US Central Authority at (202) 736-9080.

- The complainant also has a right to file a complaint with the Indiana Department of Child Services:

Indiana Department of Child Services
302 West Washington Street
Room E306, MS47
Indianapolis , IN 46204-2739
Phone: (317) 234-5318
Fax: (317) 232-4436
DCSOmbudsman@idoa.in.gov
<http://www.in.gov/dcs>

- KFIA will provide to the accrediting entity and the Secretary, on a semi-annual basis, a summary of all complaints received pursuant to this complaint process during the preceding six months (including the number of complaints received and how each complaint was resolved) and an assessment of any discernible patterns in complaints received against KFIA, along with information about what systemic changes, if any, were made or are planned by KFIA in response to such patterns.
- KFIA shall provide any information about complaints received pursuant to this process as may be requested by the accrediting entity or the Secretary.

Administrative and record-keeping regarding complaints

- KIDSFIRST INTERNATIONAL ADOPTION, INC. will maintain a written record of each written complaint and the steps taken to investigate and respond to it. This record will be made available to the accrediting entity, the Hague Complaint Registry, or the Secretary of the Hague Convention upon request.
- The agency will provide the accrediting entity and the Complaint Registry, on a semiannual basis, a summary of all written complaints received (including the number of complaints received and how each complaint was resolved) and an assessment of any discernible patterns in complaints received against the agency, along with information about what systemic changes, if any, were made or planned by the agency in response to such patterns.

Using evaluation of any complaints received to improve the quality of agency services:

- To continuously improve its services and minimize the number of complaints that might be received, KIDSFIRST INTERNATIONAL ADOPTION, INC. will have a quality improvement program appropriate to its size and circumstances. It will use quality improvement methods such as reviewing complain data, customer satisfaction surveys, or

benchmarking to external data (when these are available) as a basis for making improvements.

ADOPTIVE FATHER

ADOPTIVE MOTHER

Date:

EXHIBIT F

STATEMENT OF RISKS IN INTERNATIONAL ADOPTIONS

INTRODUCTION

As prospective adoptive parents, you are about to embark upon an exciting experience. Adoption can be a very emotional process, and it is sometimes difficult to remember all the details and information we have provided to you concerning the adoption. Because of this, we have found it helpful to put some of this information in writing so you can refer to it from time to time throughout the adoption process. Since this is important information and it is important for us to know you have it, we will ask you to sign a copy of this statement for our files. Adoption placements have certain risks, which may or may not be known at the time of placement or may never be known by us. The purpose of this statement is to set forth several, but not all, of the significant risks associated with entering into an international adoption plan. You, as potential adoptive parents, are urged to review this document, and all documents we ask you to sign, with an attorney or anyone else you choose. Also, we want to emphasize that the adoption process is completely voluntary. You should not feel pressured nor are you obligated or required to continue any adoption plan at any time up until the finalization of the adoption, whether that finalization occurs in the foreign country or in the United States. The amount of information available to us varies from placement to placement. As a result, certain risks may become known to us and/or become significant to the placement. You understand that as significant material information becomes known to us, it will be disclosed to you so that you can review it and possibly reevaluate your participation in this proposed adoption placement. You also understand and acknowledge that not all information will be known to us or knowable by us, and it is possible that all of the information, both known and unknown, may create risks and have an effect on the future health, social and/or emotional development of the child.

DEFINITION OF TERMS

As used in this document, the following terms are defined as follows:

“Adoptive Parents” and “you” refer to the individual(s) whose name and signature appear at the end of this document.

“Agency” and “we” or “us” refer to KidsFirst International Adoption, Inc.

“Referral Source” refers to any person, agency or organization that refers children in a foreign country to you for purposes of an adoption.

“Foreign government” refers to any government entity, whether national or local, in a country outside of the United States.

GENERAL RISKS IN INTERNATIONAL ADOPTIONS

You understand that there are significant risks in pursuing an international adoption. We will diligently pursue the successful completion of an adoption for you, but you acknowledge that we cannot control all aspects of the process nor guarantee a successful outcome. Completing an application and/or enrolling in our program do not guarantee the placement of a child with you. Further, you understand that while a foreign country may try to honor your requests for specific characteristics in a child (such as age), this might not be possible. We also may not be able to secure a referral of a child from the foreign country you want to adopt from and/or with the characteristics you desire. While we will try to accommodate your desires, we cannot guarantee that we will be able to do so.

APPROVAL OF PROSPECTIVE ADOPTIVE PARENTS

The foreign adoption authorities retain the right to approve your application or deny it according to their admission criteria. The foreign authorities retain the right to change the criteria at any point in the process, and in all respects have sole authority to process your application or deny it. Foreign adoption programs may even close, which may result in no financial recourse. KidsFirst is not responsible for nor does it have any control over an adoption program when foreign authorities close programs, change the adoption time frame, change or add requirements, add additional fees, and/or change any other factors that are at their discretion.

LOST REFERRALS

You understand that a specific child may be referred to you, but that referral may be lost for any of several reasons which are beyond our control. For example, a child may become too ill for placement; the child may not be available within the time frame you desire or within the foreign country's time limitations; or it may be determined that the child will never be legally free for adoption. The United States government may change immigration or other rules which then preclude you from proceeding with adopting the child referred to you. The United States government may refuse to issue the necessary visa for the child to enter this country due to problems with your situation or due to problems in the foreign country. Sometimes the foreign country or independent referral source will withdraw a referral with or without explanation. This can happen because of a change in the foreign country's local or national politics, a change in officials, increased concern within the foreign country regarding international adoptions of their children, a relative coming forward to claim the child, or a foreign national desiring to adopt the child. You understand that these events are not under our control, and we cannot change decisions made by a foreign government.

MEDICAL, DEVELOPMENT AND EMOTIONAL RISKS

We cannot predict an adoptive child's mental or physical development, emotional and/or personality characteristics, health, medical problems, learning disabilities, intellectual ability, hyperactivity, attention deficits, attachment and/or bonding issues, appearance or inherited characteristics. We will pass on to you all information that is provided to us by the referral source and/or foreign government or agency. You understand and acknowledge that the medical and social information given to us by the referral source, governmental agency or by hospitals or doctors and passed on to you may be incomplete or erroneous. It is even possible that some of these sources of information may intentionally give incorrect information or fail to give important information to us. You should consult with a pediatrician, OB-GYN or appropriate

medical specialist to review such information or provide you with an opinion regarding this information, or absence of such information, before accepting referral of any child. You further understand and acknowledge that a referred child may have undiagnosed or misdiagnosed medical, development, emotional or physical problems which may be temporary or permanent. Such problems may not be apparent until after the child is in your home. We cannot guarantee the accuracy or completeness of any information given to us about the child, including the child's age, or the results of any testing done on the child in the foreign country. We do not assume any duty to independently verify the information given to us by referral sources, governmental agencies, hospitals, doctors or other sources nor will we make an independent investigation into the child's background and health or social situation. You agree not to expect or rely upon us to verify or investigate the truth of information provided to us by the referral source or other parties at the time of referral or in the future. Sometimes a family travels to a foreign country, receives their child and, while still in the foreign country, decides that they want a different referral. Although the family may petition a foreign government to take the child back and to issue another referral the foreign government may deny their petition. In that case the family will come back home without a child. In a case when their petition is granted and a new referral is issued the family will have to spend more time in the foreign country or even possibly come back to the US and take another trip to the foreign country to finalize their adoption. We cannot guarantee that you will receive another referral if you turn down the original referral. You understand and acknowledge that we are not responsible for nor can we be held liable for any cost or expense incurred by you because you decide to request a different referral while in the foreign country. You specifically agree to hold us harmless and not to pursue any legal action against us in any way at any time for the child's physical, emotional or mental health or development or ability to integrate into your family.

TIME FRAME

International adoptions are unpredictable in many ways, one of them being the time frame in which you will receive a referral or a placement of a child with you. There can be no assurances or guarantees that your adoption will proceed in any specific length of time. For example, the adoption may be delayed or discontinued by the foreign country for reasons either explained or unknown. The court in the foreign country may not approve the adoption or may withdraw approval of the licensing or investigating body in either the United States or the foreign country. International adoptions are also at the mercy of international politics and national policies of the foreign country. A change in government may change your opportunity to adopt in that country. An international crisis or circumstances such as a war or terrorist action in either the United States or the foreign country may delay or stop adoptions. These factors can impact your adoption at any point in the adoption process.

TRAVEL

Travel to and from foreign countries can be uncertain. Although you may be given a specific date for travel to the foreign country, this date may change unexpectedly. Once you arrive in a foreign country, events there may delay your return to the United States through circumstances of which we are unaware or which arise while you are there. You agree that we are not liable or otherwise obligated for any expenses you incur in traveling to a foreign country to bring a child back to the United States or which arise due to changes in travel plans or times.

COSTS

Adoption fees, especially those paid to agencies, facilitators or others in a foreign country may change at any point in the adoption process. This may be due to economic circumstances, the need for additional services required by the foreign country and/or United States, or for reasons unknown to us. We will inform you when we become aware of any change in such fees. However, we cannot control nor limit any increase in these charges. You understand and acknowledge that you are responsible for the fees you pay to anyone other than us, and that we are neither responsible nor liable for any increase in those fees. In certain circumstances you may pay fees to agencies, governments, facilitators or other in a foreign country. If your adoption does not happen for any reason, you may or may not receive any refund of fees you have paid or we have paid on your behalf to the foreign sources. You agree that we are not liable nor in any way responsible to pay to you or obtain for you a refund of such fees. Fees and costs paid or payable to us for services rendered in connection with your adoption are non-refundable in accordance with the Fee Schedule provided to you. It is important to understand that you are paying for services provided to you or for the benefit of you or the child. Although fees and costs are generally phased over the course of the adoption, they should never be construed as payments in exchange for a child.

CONTROL OVER OTHER ENTITIES

There are many governmental and non-governmental agencies involved in an international adoption over which we have no control. We cannot guarantee the actions of any agency or individual over whom we do not have complete control. This includes foreign officials, foreign attorneys, foreign referral sources, foreign immigration and governmental agencies and other licensed adoption service providers within the United States. In addition, we cannot control the actions of the United States Citizenship and Immigration Service (USCIS) or the United States Embassy or Consulate officials in a foreign country. We cannot guarantee that the U.S. Embassy Consulate office which processes a child's immigration visa will find that the child meets the definition of an "orphan". This is solely within the discretion of the USCIS. Further, in certain cases, the USCIS has stopped children from entering the U.S. for an adoption due to problems in the foreign country. We will keep you informed of the USCIS situation with regard to a child you wish to adopt, but we cannot guarantee the child will be allowed to enter the United States.

LEGAL RISKS

In any adoption there may be legal risks. These include the risk that the agency or court in the foreign country may not approve your adoption or will change the requirements for you to complete the adoption. There may be issues raised by a termination of parental rights in the foreign country based on a relinquishment by the birthmother only, not the birth father. If you must finalize or confirm your adoption when you return home with a child, the court in your state may not approve the adoption or may have additional requirements you must meet beyond those of the foreign court or the USCIS. We strongly recommend that you consult with an attorney regarding any issues which are of concern to you.

DISRUPTIONS AND DISSOLUTIONS

Disruption of an adoption plan, before or after placement almost always results in emotional turmoil and financial loss to you. Your financial losses may include, but are not limited to, all costs and fees paid and owed to KidsFirst, payments made for legal services, payments made for foster care and medical services. Fees are for services rendered and are in no way “buying a child”. On occasion, an adoption is unable to be completed. In cases such as this, there will be no reimbursement for services that were completed and undertaken on your behalf. You understand that KidsFirst will not pursue a biological parent or otherwise harass a biological parent to complete an unwanted adoption plan or to repay any of the funds you may have paid in attempting to do an adoption. If parents choose to terminate an adoption plan prior to finalization for any reason all fees incurred to such point are non-refundable and non-transferable.

From the date an adoption is considered finalized in a foreign country, the child shall be considered a legal dependant of the prospective adoptive parent(s), who agree to assume full responsibility for all costs of the child’s care, housing, rearing, education and medical needs.

Should a family resolve to dissolve an adoption after finalization, KidsFirst bears no legal responsibility to the family or the child for finding an alternative home. To the extent it has knowledge and resources the agency will provide advice and offer information regarding available external assistance such as counseling that the Adoptive Parent(s) may engage at the Adoptive Parent(s)’ expense. In the event that counseling is not successful in resolving serious difficulties and the Adoptive Parent(s) decide that vacating the adoption is in the best interest of the child, the agency will assist the adoptive family in finding a subsequent adoptive family for the child, if possible. Should the efforts used to locate a subsequent adoptive family yield no results, it will be the adoptive family’s responsibility to utilize the services available to them through the Department of Child Services or similar department for the State in which they reside. In considering future placement of the child, the agency will consider the child’s views when appropriate in light of the child’s age and maturity and, when required by State law, obtain the consent of the child prior to change in physical home or custody. KidsFirst will also consider the child’s age, length of time in the United States, and other such pertinent factors. Notwithstanding the removal of the child from the Adoptive Parent’s home and custody, the Adoptive Parent(s) shall continue to have financial accountability for all costs required for the child’s care until such time as the agency is able to effect other placement or return of the child as set forth above, and the Adoptive Parent(s) will pay such costs upon billing by the agency. KidsFirst will make reasonable efforts to determine if child is eligible for various governmental social welfare programs providing financial assistance to children and, if so, work with the Adoptive Parent(s) to see that child is enrolled and that the Adoptive Parent(s)’ billed expense is reduced accordingly.

In the event KidsFirst suspects child neglect or abuse occurring, in compliance with the laws and regulations of the State of Indiana, KidsFirst will report such suspected neglect or abuse promptly to appropriate law enforcement and public child welfare authorities and cooperate fully in the investigation and its resolution. If local law enforcement and public child welfare authorities act to remove the child from the home, and assume temporary custody and care of the child, due to child abuse or neglect, then: KidsFirst will assist the local enforcement, if possible and the agency will be responsible for notifying the foreign country government about the change in custody and care and the child’s new adoptive parents. In considering future placement of the child, KidsFirst will work cooperatively with the local enforcement to help secure another placement for the child, if possible. In the event removal of the child from the Adoptive Parent(s)’ home is the result of action by law enforcement or child welfare authorities, the Adoptive Parent(s) will

have that financial and other responsibility for the child's care as is required by laws and regulations of the county, state or other jurisdiction governing such circumstances.

COUNTRY MORATORIUM AND BACKLOGS

International adoptions are contingent on the cooperation of the foreign countries. At times, foreign countries change their adoption laws and procedures, which can result in backlogs of cases and on occasion moratorium (ceasing) of adoption. Moratoriums may be declared by the foreign country or by the United States should the United States determine that fraudulent activities are occurring that would require the stopping of adoptions to ensure the safety and well being of children. Moratoriums do happen and can completely stop a case from progressing. They are indefinite in their nature and impossible to predict. You hereby acknowledge your understanding of this as a potential risk.

INTERNATIONAL ADOPTION ENVIRONMENT

International adoptions are fraught with uncertainty during the process and the completion of international adoptions often involves factors that are outside the control of KidsFirst and those with whom it collaborates in providing adoption services. You acknowledge and understand that KidsFirst cannot be held responsible or liable for delays or other events or complications outside the direct control of KidsFirst. You also acknowledge that KidsFirst cannot and does not assume responsibility for the actions of a foreign government. KidsFirst cannot guarantee that a foreign government entity, institution, Judge, court or person will not disapprove or invalidate the request of any particular family or individual to adopt a specific child in the country of birth of that child or any particular foreign country will continue to allow the adoption of children by non-citizens. Final authority for approval of the child's adoption and subsequent emigration to the United States is at the discretion of the government and national authorities in the country of the child's birth and of the United States government. KidsFirst cannot and does not assume responsibility for these entities.

PAPERWORK CHANGES

The paperwork requirements for foreign country adoption processing are continually undergoing changes. These changes often result in delays. You may be asked to redo the same document several times before it is acceptable to the deciding entity in a foreign country. You hereby acknowledge your willingness to complete such tasks and your understanding of this risk.

LIMITED CONFIDENTIALITY WAIVER

We understand that confidentiality is important to you and we will not intentionally exchange identifying information about you directly to a birth family without your consent. Information may be disclosed to the birth parent(s) by others during the course of an adoption proceeding and may be a matter of public record in foreign countries. You also understand that there are legal methods of tracing a child placed for adoption: registries, vital statistics records, school and medical records and the work of confidential intermediaries.

In working with you, however, in the course of providing adoptions services, KidsFirst may find it necessary to communicate with third parties to assist you or to act in the best interests of the child, whether the child has been identified or not. Accordingly, prospective adoptive parent(s) agree that KidsFirst may disclose confidential information to health care professionals or entities, social workers, homestudy providers, or governmental agencies with a direct interest in the adoption proceedings (USCIS, embassies), so long as any such disclosure reveals no more information than is necessary for KidsFirst to provide adoption services, either to the prospective adoptive parent(s) or the child. This provision survives any termination of this Agreement.

KidsFirst cannot be held responsible for your confidentiality loss as your case file information and dossier will be in the foreign country during and after your adoption. KidsFirst cannot guarantee that your file will be secure and does highly recommend an identity theft protection agency.

ACKNOWLEDGEMENT OF RISK

Adoptive Parent(s) acknowledge that they have read and signed the Statement of Risks In International Adoptions, and understand its contents. Nothing in this Agreement and nothing in KidsFirst's statements to Adoptive Parent(s) shall be construed as a promise or guarantee about the outcome of Adopting Parent(s)' process in adoption. **Because of the nature of adoptions KidsFirst makes no representations as to the outcome of an adoption. No guarantee can be given, although a candid exchange of questions and views between the parties is always encouraged.**

This Statement was executed this _____ day of _____, 2025 and shall be governed in accordance with the laws of the State of Indiana

ADOPTIVE FATHER

ADOPTIVE MOTHER

Date: _____