



## Statement of Agreement

I/We understand that the return of this application to *International Adoption Net* (IAN) does not guarantee the placement of a child in our home. I/We understand that the criteria for placement shall be to serve the best interest of the child. I/We understand that we must disclose if we have ever had an unfavorable Home Study report on either of the applicants. I/We understand that our child(ren) may have undiagnosed medical, developmental, emotional, or physical problems. There is also a remote risk that the child is not free to be adopted under United States law. I/We do hereby agree that IAN will not be financially responsible for him/her or them, and that all expenses, including but not limited to, those arising from the above stated problems, will be borne by use, and that I/we are responsible for the prompt payment of all fees involved in accordance with the procedures set down by IAN. I/We understand that these fees may be subject to change, that I/we will be notified of any fee changes promptly. I/We shall at that time be given the option of agreeing to the increase in writing or withdrawing my/our application.

I/We understand that I/we shall be responsible for arranging at least three meetings with a social worker after the placement, so that I/we can describe our life with our new child(ren), his or her adjustment to our family, and his/her progress.

I/We understand that I/we are responsible for furnishing IAN with two certified copies of the final adoption decree, within one week after finalization.

Any applicant who knowingly or willfully makes a false statement of any material fact or thing in the application is guilty of perjury in the second degree and upon conviction thereof, shall be punished accordingly.

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Signature of Applicant

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Date

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Signature of Applicant's Spouse

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Date



# International Adoption Net

## Authorization for Release of Information

I\We \_\_\_\_\_ do hereby give permission to International Adoption Net (IAN) and the following:

- a. Any licensed agency or authorized resource in the U.S. or foreign country/countries for the purpose of locating a suitable child/children for my/our family;
- b. Any government entity of U.S. or foreign country for the purpose of certification/authentication of documents;
- c. Translator(s) of documents from/to English;
- d. The U.S. Citizenship and Immigration Service and the U.S. Department of State for the purpose of processing child/children's visa for entry into the U.S.

to mutually exchange copy of my/our home study, application material, and pertinent verbal information, as well as any and all information regarding my/our social, emotional, education, religious, psychological, legal (criminal or civil) and medical histories, including assessment, backgrounds, opinions, and any other relevant data necessary to assist IAN to provide continuing service to me/us. I/We understand that this consent will remain in effect or until I/We cancel it by written notice to the agency.

I/We agree to indemnify and hold harmless all persons and groups named above from any and all liability for claims, actions, damages or suits arising from or relating to the release or exchange of information made pursuant to this Authorization for Release of Confidential Information.

Except as authorized herein, confidential information will not be disclosed without my/our consent, except where the law may compel disclosure (1) to inform appropriate persons if there is reason to believe I/We am/are in danger of doing serious harm to myself/ourselves or someone else, or (2) if there is reason to believe that child abuse has occurred and is reportable.

I/We have read the forgoing, understand its content, and agree to these conditions.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of Adoptive Parent / Date

\_\_\_\_\_  
Signature of Adoptive Parent / Date



## Disclosure Statement

### 7.710.53 DISCLOSURE INFORMATION ON ADOPTION PROCEDURES INTERNATIONAL ADOPTIVE PARENTS

Prior to the signing of any contract or agreement for adoptive services, each child placement agency must provide the following information to any applicant(s), whether an individual or couple, approaching the agency with an interest in adopting a child(ren). Applicant(s) must sign a statement affirming they have received the following information:

1. A copy of International Adoption Net's (IAN) most current child placement agency license and most current Agency annual report submitted to the Colorado Department of Human Services. (License number 41145.) A copy of the Agency's most current child placement license is also displayed in the Agency office.
2. International Adoption Net is a licensed, non-profit, non-sectarian adoption agency serving clients without regard to religion, race, disability, marital status, or gender preference in relationships.
3. International Adoption Net is approved for international adoptions, domestic adoptions, kinship and designated adoptions, and foster care associated with domestic adoption. A detailed description of those services is provided in the application information packet.
4. A list of all licensed adoption agencies in the State of Colorado may be obtained from the Division of Childcare, 303-866-5948.
5. Information as to how to obtain the rules regulating child placement agencies in the State of Colorado may be obtained by calling the Colorado State Forms and Publications Center at 303-370-2181.
6. Information as to how to review the official licensing file for the agency may be obtained by calling 303-866-5088.
7. Information as to how to file a complaint regarding the agency with the Council on Accreditation may be obtained here: <http://coanet.org/accreditation/report-a-concern/>. Information regarding filing a complaint to Colorado Department of Human Services may be obtained by calling 303-866-3755, or contact CDHS (Colorado Department of Human Services) and/or The Hague Complaint Registry (HCR) at: [http://www.travel.state.gov/family/adoption/convention/convention\\_462.html](http://www.travel.state.gov/family/adoption/convention/convention_462.html).
8. Information about IAN's quality improvement program. To continuously improve IAN's services and minimize the number of written complaints that might be received, IAN has a quality improvement program appropriate to its size and circumstances. It uses quality improvement methods such as reviewing complaint data, customer satisfaction surveys, or benchmarking to external data (when these are available) as a basis for making improvements. Evaluation of any complaints received will assist improving the quality of IAN's services. The documentation regarding changes in service provision as a result of



# International Adoption Net

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the quality improvement program are tracked and maintained by the agency and implemented through staff trainings.

9. Services provided through this agency include assessment, education and professional support during the adoption processes. These services are not therapy. If a therapist is needed, you will be referred to one or you may choose your own.
10. The fees paid to this agency are for adoptive services provided by the agency staff, and should under no circumstances be construed as paying for a child or children.
11. A fee schedule has been provided which lists all the costs of the adoption itemized by services; including incidental fees, additional expenses, and post-finalization fees. Information about reimbursable fees is provided in the Fee Schedule and Agreement.
12. A Homestudy will take approximately 6 to 8 weeks after the application is received, depending on your availability for interviews and how quickly you are able to collect the required paperwork. The U.S. Citizenship and Immigration Service (USCIS) process takes approximately 6 to 10 weeks. The Dossier process takes approximately 2 to 5 weeks, depending on whether Authentication is required. Dossier approval by a foreign country takes 2 weeks to 8 months, depending on the country. For those countries such as Ukraine where you will travel to choose your child directly from the orphanage, you can travel as soon as the dossier is approved and a liaison is available to assist you. The wait for assignment of a child through other countries takes approximately 1 to 6 months depending on the country and you may travel to complete your adoption within 2 to 3 months after a child has been assigned. Post-adoption supervision is for a minimum of six months and can be up to three years or more. Each country has its own post-adoption requirements.

For kinship adoptions, the Homestudy can be completed within a month, (or expedited in emergency situations) depending on your availability for interviews and how quickly you are able to collect the required paperwork. Placement may take place the day after the child is born and when the Safe Homestudy approval is completed. Relinquishment is not complete until the birth mother has been to court, approximately 6 weeks after the child is born, depending on the court docket. A non-available birth father may extend this process for 2 months or longer.

13. For international adoptions, all of the available information on the child and the birth family is made available to the adoptive family at the time of referral of a child or placement of a child, depending on the country.
14. At least one of the adoptive parents must be over the age of 25 and least one of the adoptive parents must be a US citizen. Adoptive parents must meet the requirements of the Homestudy prior to being considered for the placement of a child. Prospective adoptive parents would NOT be considered appropriate for an adoptive placement if they have been convicted of criminal acts, have a history of child abuse or neglect, or have a medical condition (physical, intellectual, or emotional) which would prevent them from being able to responsibly carry out the duties of a parent. Specific countries have specific limitations for parents. These limitations will be provided upon request.

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# International Adoption Net

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15. A copy of the agency's grievance process will be provided to you and must be signed in order for adoptive services to be provided through this agency.
16. IAN provides post adoption services including consulting and referrals to other professionals for psychological, therapeutic, educational, and medical resources, to the extent that IAN has knowledge and resources. Parents may utilize IAN's services, however, all costs are the responsibility of the Adoptive Parent(s).
17. In the event of an adoption dissolution, IAN will provide the adoptive parent(s) with information and referrals to appropriate resources. In such circumstances, IAN will not provide any other services to the client in support of the legal dissolution of adoption, nor will IAN provide any services, including post-adoption services, to the client following such dissolution. In the event of a disruption, IAN is the party responsible for removing the child from the home, if that is in the best interest of the child. The agency or person does not return from the United States an adopted child whose adoption has been dissolved unless the Central Authority of the country of origin and the Secretary have approved the return in writing. **In the State of Colorado it is the Social Work Supervisor who will be responsible to approve or deny any and all new placements involving a disruption.**
18. All adoptive parents must meet the following training requirements:
  1. All Colorado resident adoptive applicants shall complete sixteen (16) core hours of training provided in face to face format. Four (4) additional hours are required, and can be completed in a face-to-face format or outside of the agency. All out of state adoptive applicants must meet the training requirements for their state and meet a minimum of 10 hours of training.
  2. Reasonable effort must be made to complete all required hours of training prior to the placement of a child(ren).
  3. All training must be completed by each adoptive applicant prior to the finalization of the adoption.
  4. Applicants adopting children who are medically fragile, over twelve (12) months of age or completing an intercountry adoption must complete the following training topics (which are included in the IAN face-to-face trainings):
    - a. Parenting a child that has been abused or neglected
    - b. Parenting the physically, mentally, developmentally, or emotionally delayed child
    - c. The impact of frequent moves and multiple caregivers on the development of a child.
  5. Training must be separate from and in addition to the family assessment.
  6. If an adoptive applicant(s) is completing a subsequent adoption through the same agency or has complete documented training from their previous agency, the core training need not be repeated if documentation of the prior training is on record with the current agency. Some states may require additional training for another adoption. In these cases, additional training will be required.



# International Adoption Net

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7. All training must be documented in writing, including dates, number of hours and topics covered.
8. A copy of the IAN's Adoptive Parent Training Policy and Schedule that lists each topic of training, specific requirements unique to each adoption, and in state and out of state requirements has been provided.
19. A copy of IAN's Plan for Transfer of Cases Policy which describes the process of record storage and maintenance in the event of the closure of IAN.
20. All applicants who reside in Colorado and whose adoptions will be finalized in the State of Colorado must apply for and be certified as foster care parents until the finalization of the adoption.
21. IAN does allow concurrent adoptions, however, there are guidelines and procedures that must be followed. These guidelines and procedures are detailed in the IAN Concurrent Adoption Policy and a copy of this policy has been provided to the adoptive parent.
22. IAN provides all necessary services in order to facilitate an adoption for all clients within the state of Colorado. If a client is an out of state client, then IAN would initiate an inter-agency agreement in order to facilitate the completion of the client's home study. The agency would be identified at the time of the home study and can vary dependent on the client's preferences.
23. All applicants must validate their adoption within 6 months of the child(ren) arriving home. To ensure that all adoptive parents validate their adoption, IAN charges a validation fee. All Colorado residences are required to finalize their adoption through IAN. This fee will cover those costs. All out of state residences are also required to pay this fee. Once IAN receives verification that the adoption has been validated, this money will be refunded to all out of state applicants. IAN will notify the Secretary of the finalization of the adoption within thirty days of entry of the order.
24. An interagency agreement will be supplied to any adoption service provider completing adoption services for the adoptive parent(s). An interagency agreement will be provided to a licensed home study agency conducting a home study for the family in the state in which they reside. This document will be sent directly to the adoption service provider to complete and return. It will remain in the adoptive parent's file and provide documentation of the interagency agreement. Fees for each service will be charged by the concerned agency and collected from said agency as well. The fees are determined by the type of service provided. Another interagency agreement will be sent to the foreign service provider if that is applicable in this adoption. In many of IAN's international adoption programs, IAN partners with an in-country adoption provider to help with the adoption. In these cases, an interagency agreement will be sent to the foreign provider and returned to IAN. IAN will keep a copy of this agreement in the adoptive parent's file.
25. IAN provides additional in-person, individualized guidance and preparation, as needed, to meet the needs of the prospective adoptive parent(s) in light of the particular child to  
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be adopted and his or her special needs. IAN provides information about print, internet and other resources available about common behavioral, medical and other issues. IAN also provide ways for parents to connect with support groups, adoption clinics, experts, other trainings, and outside counseling needed in light of the child background study or the home study.

- 26. All clients of IAN have the right to seek legal counsel, at their expense, to further understand Colorado Adoption Laws.
- 27. A copy of the following policies have been provided:
  - a. Fee Schedule and Agreement
  - b. Grievance and Complaint Policy
  - c. Adoptive Parent Training Policy and Checklist
  - d. Plan for Transfer of Cases Policy
  - e. Concurrent Adoption Policy
  - f. Records Maintenance Policy
  - g. Confidentiality Policy
  - h. Three years of Annual Reports

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Printed Name

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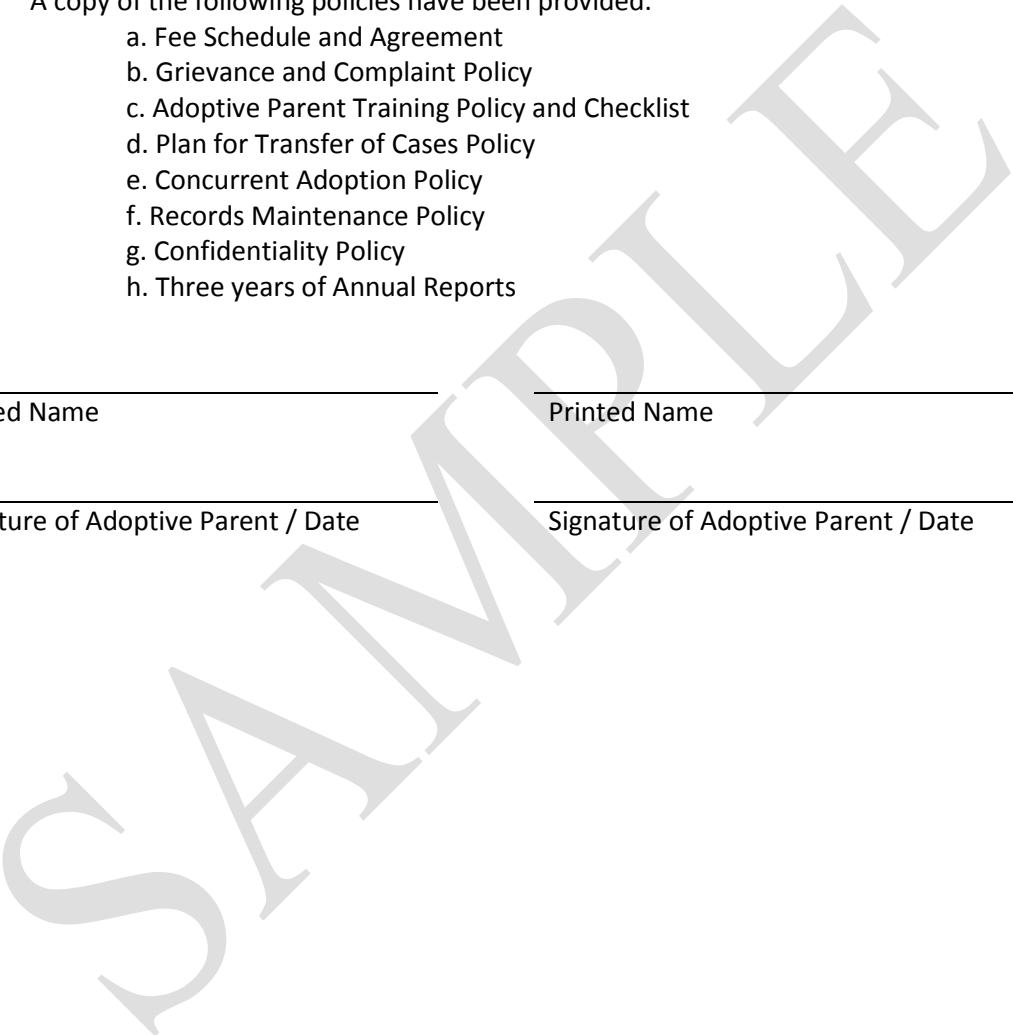
Printed Name

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Signature of Adoptive Parent / Date

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Signature of Adoptive Parent / Date





# International Adoption Net

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## Pre-Placement Understanding and Agreement

This agreement is entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2015 between *International Adoption Net* (IAN) a child placement agency licensed by the Sate of Colorado whose offices are located at 7500 E. Arapahoe Road, suite 250, Centennial, CO 80112, and \_\_\_\_\_ residing at \_\_\_\_\_.

### INTRODUCTION

This agreement has been prepared in order to provide International Adoption Net clients' documentation and explanation of the services, and the potential problems inherent in an international adoption. Please review and understand this agreement and all attachments before signing.

### GENERAL TERMS

- 1.0 The undersigned client applicant requests services for international adoption through International Adoption Net (IAN). Through this agreement, IAN commits to work toward the referral of a child(ren) to the client. Correspondingly, the client commits to work with International Adoption Net as understood by this agreement.
- 1.1 Client files are kept strictly confidential except when information must be provided to a third party as indicated below.
- 1.2 The clients grant IAN permission to disclose to a third party such information provided by the client as IAN deems necessary for the performance of services to the client, and further grants permission to IAN to disclose by way of titled photographs the successful outcome of an adoption.
- 1.3 Client receives, upon request, statistics on number of adoptions IAN has performed in the past three years, number of cases that have been disrupted or dissolved, or remain intact, the number of parents who apply to adopt on a yearly basis, based on data for the past three calendar years, and number of children eligible for adoption and awaiting an adoptive placement referral.
- 1.4 The client states that all data provided by the client as part of this application and all data to be provided during all aspects of the services and the adoption process are and will be true and complete to the best of the client's knowledge. The client understands that there is risk in international adoption and that while IAN will diligently pursue the completion of an adoption for the client, IAN cannot control all aspects of the process, nor can IAN assure a successful outcome. In the event of any occurrence that impedes the successful outcome of an initial adoption effort, IAN will work with me/us for as long as reasonably necessary in pursuit of alternative adoption possibilities. The client understands that the completion of this application does not assure the referral of a child(ren) for the client from the preferred country nor does the completion of some or all of agreed-upon IAN services assure the referral of a child(ren) for the client from the preferred country.





# International Adoption Net

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

## **FINANCIAL STEPS AND DISBURSEMENT OF FUNDS**

- 2.1 Agency Processing Fee – A fee of \$5,300 will be due in two installments. If after the payment of the service fees, the clients should change his/her mind about the adoption or wish to, in any way, cancel this contract, or switch to a different country through IAN, all fees shall be considered as having been disbursed for services rendered and are non-refundable.
- 2.2 Foreign Program Fee – Foreign program fees vary depending on the country the client chooses and the fees the attorney or facilitator will require. These fees are subject to change without notice. No part of the international fee is refundable once it is forwarded to the foreign country.
- 2.3 It is acknowledged that: IAN represents that medical and other information about the child referred is the most complete information as provided to them by their international network as of the time referral; accurate testing procedures for Hepatitis B and HIV and other tests may not be possible, but that all efforts will be made to obtain said tests; risk that the referred child may test positive for various tests after entering into the U.S. is accepted by the adoptive family; and additional information, either positive or negative in nature, about the child referred, either from domestic or foreign sources, will be provided to the adoptive family by IAN.
- 2.4 Under certain conditions, IAN will not be able to successfully complete an adoption after child referral and acceptance. The conditions include, but are not limited to, the following:
  1. The child is no longer available for international adoption due to domestic adoption abroad, the reassertion of the birth family's parent's rights, the child developing a serious illness/death, or changes in international adoption procedures in the child's home country.
  2. The reversal or non-receipt of a positive recommendation to adopt by or from the adoptive family's home study agency.
  3. Change in the adoptive family's profile, either through the change in the adoptive family's circumstances or through new information about the adoptive family's personal or family history, which may endanger the health and safety of the child.
  4. A breach on the adoptive family's part of this contract with IAN.
- 2.5 All service fees are subject to change without notice. Travel, lodging, meals and transportation for the client, as well as the child(ren)'s medical, visa, inter-country document notarization or authentication, and foster care (if needed) are the responsibility of the client. Legalization and certifications are included in the service fees for most of the programs.



- 2.6 It is understood that international adoption can be an emotionally strenuous process. It is in the best interest of both IAN staff and the client to act in a professional manner at all times. IAN retains the right to terminate, or put on hold, for a period of time deemed appropriate by IAN, all activity related to the client's adoption should IAN determine that the client is managing his/herself/themselves in an unreasonable or verbally abusive manner, or exhibits unreasonable expectations related to their adoption, based upon IAN's own professional assessment. In the event of such termination of this agreement, all fees then due and payable to IAN for services rendered and expenses incurred up to that point, on the client's behalf, shall be paid by the client during the calendar month the case is closed.
- 2.7 IAN cannot guarantee the performance of the local or foreign country governing entities involved in the adoption process, and IAN has no direct control over any government authority. No refunds can be made of any fees and expenses already paid directly to IAN, except as noted.
- 2.8 The client understands that translations, legalization and certifications of documents necessary to submit with the client's dossier for final child referral will be paid by the client in full at the time such services are rendered, if not included in the program fee (see program description of choice).
- 2.9 The program description of the country chosen by the client is a part of this agreement. In addition to the payments for services provided by IAN and outlined in this Agreement and attached program descriptions, there may be other additional independent costs associated with the international adoption process, as outlined in the program descriptions. If additional fees unique to this adoption are incurred, IAN will explain the purpose of the fee prior to the fee coming due.
- 2.10 The client also understands the limits with which IAN has to work and the potential problems and waiting periods associated with an international adoption. The client therefore understands and agrees with all the information and policies included in this agreement. The client has read, understands and agrees with all the information included herein and accepts said information as the policies and conditions for working with IAN.
- 2.11 All fees, of whatever type, are all non-refundable except where specifically noted.

## **CONTRACTUAL OBLIGATION**

- 3.1 Post-placement reports are required by most of the foreign countries. The clients agree to have a licensed homestudy agency complete these reports as required by the laws of the foreign country, and forward these reports to IAN in a timely manner.
- 3.2 For those families completing home studies with a licensed child placement agency located outside of the state of Colorado, the home study agency must comply with the following qualifications: 1) be a licensed child placement agency authorized to complete international home studies; 2) work cooperatively with IAN to insure the home study is prepared in accordance to the laws of the foreign country.
- 3.3 As an international child placement agency, we will do the following:



# International Adoption Net

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- Communicate with the clients regarding international adoption policies and procedures.
- Work in conjunction with the client's home study agency and state authorities to assure that all documents follow the proper format to meet the criteria of the client's chosen country.
- Thoroughly instruct and guide client through dossier preparation and inter-country documentation necessary to complete the adoption in the foreign country.
- Offer assistance with USCIS and U.S. Embassy document preparation.
- Provide international contacts that will help locate a child for the client.
- Provide documentation for obtaining a visa to enter the foreign country.
- Assist in travel and cultural preparedness.
- Handle adoption document translation in-country as required to complete the adoption and secure immigrant visa for child(ren).
- Provide telephone, fax, telex, and Email communication pertaining to the adoption of your child.
- Provide a translator/interpreter/escort for the client during adoption related proceedings while in the foreign country.
- Arrange for the child's medical and visa appointments in the foreign country.
- Provide post placement supervision and support, as well as outside referral services to assist the client and the children upon return to the U.S.

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

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

3.6 It is the policy of IAN that a client may choose the gender of the child(ren) they wish to adopt and may indicate an age preference, however, 'infant' refers to 0-23 months, with the understanding that the wait for a referral of an infant may be significantly longer, sometimes substantially, and that a referral of a girl can be significantly longer than for a boy. IAN will endeavor to refer the preferred age and gender of the child(ren), but the client



# International Adoption Net

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needs to remain flexible, the client understands and accepts that in many cases it is up to the sole discretion of foreign government officials to discern which child will be referred to the client and acknowledges that IAN has no power or authority over foreign governments, their decisions, nor the process of adoption of foreign born children.

- 3.7 Sometimes, a case takes longer to process in the foreign court than estimated, a child(ren) at the time of adoption could be older than the client expected, when the referral was originally accepted. Because permanency planning for a child(ren) is involved, and as the adoption laws of other countries vary, a family cannot refuse to accept the child following foreign court approval, based on the older age than was anticipated.
- 3.8 IAN will furnish the client with all medical and social information that becomes available to IAN concerning any child referral. IAN cannot guarantee the accuracy of such information; therefore, the client understands and accepts that the child(ren) could possibly be found to have, prior to finalization of the adoption, or after the finalization of the adoption, undiagnosed physical, emotional and/or developmental problems. The client acknowledges that the client may discover additional information either positive or negative in nature, about the child(ren) referred, either from domestic or foreign sources and hold harmless IAN concerning the consequences of this newly discovered information. The client acknowledges that IAN endeavors to refer children with the potential for good health (unless otherwise requested), but acknowledges that IAN considers all orphaned children to be special needs children, regardless of the duration of time spent in institutionalized life. Due to factors beyond IAN's control, medical and social background information of the referred child(ren) and birth families are sometimes very brief in nature; in some cases there is no information available at all.
- 3.9 IAN will work diligently to assure a successful adoption. Clients who enter the international programs are agreeing to work with the fluctuations in government policies and delays over which we have no control. Final determinations and degrees in adoption proceedings, with regard to foreign judges, adoption center, orphanages and ministry officials, etc. in any of our program are beyond our control. IAN can assist the client with sources in different countries, but we cannot guarantee the successful outcome of the adoption. IAN carefully chooses competent, knowledgeable, honest colleagues, lawyers, etc. to work with, both in the United States and in the foreign countries, who have a proven record of integrity and success. Should this occur in the country chosen, the client will be given the choice of "waiting it out" in that country or moving your documents to a new country, if available. You will be given the same priority in the new country that you had in the previous one.
- 3.10 IAN will do everything it can to avoid a disruption or dissolution, including consulting and referral lists for community services. In the event there is a disruption or dissolution with the adoption, IAN does not assume any financial responsibility. It is your responsibility to assume all financial costs until permanent placement of the child. IAN and/or the home study agency (if different), in the event there is a disruption, will assume responsibility in finding alternate placement for the child and will have a qualified, eligible person to assume temporary custody of the child(ren) while simultaneously taking into account the child's wishes, age, length of time in the United States, and other pertinent factors by referring to a social workers assessment of the situation and the individual child. The child will only be returned to her/his country of origin as a last resort and only if the foreign country

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# International Adoption Net

government and accrediting agency have provided prior approval in writing for such a return (for disruption and dissolution). The agency will also contact, in writing, the child's country of origin alerting them to the disruption or dissolution. In the case of dissolution, IAN does not assume *any* responsibility and is not required to provide any services. IAN does however; provide post adoption services including consulting and referrals to other professionals for psychological, therapeutic, educational, and medical resources, to the extent that IAN has knowledge and resources.

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

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

3.13 By signing and dating this document, I am agreeing to the contractual requests of IAN mentioned above.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of Adoptive Parent / Date

\_\_\_\_\_  
Signature of Adoptive Parent / Date

**Subscribed and sworn to, before me, a notary public of the county of \_\_\_\_\_ in the state of \_\_\_\_\_, this \_\_\_\_ Day of \_\_\_\_\_, 2015**

\_\_\_\_\_ **My commission expires on:** \_\_\_\_\_

**Notary**



## Dispute Resolution

I/We, the undersigned, understand that as with any legal contract, adoption agencies and their clients can sometimes have disagreements that interrupt the adoption process. In order to allow for the most cost-efficient and time-effective resolution, we agree that any controversy or claim between an adoptive family and International Adoption Net will be resolved in the following manner:

**INFORMAL CONFERENCE #1:** The adoptive family will discuss the problem with their adoption worker and the program supervisor to attempt to reach a resolution of the problem.

**INFORMAL CONFERENCE #2:** The adoptive family will discuss the problem with the Executive Director of International Adoption Net and attempt to reach a resolution of the problem.

**FORMAL WRITTEN COMPLAINT:** The adoptive family shall put such controversy or claim in writing and transmit it to International Adoption Net. Within five business days of receipt, the Executive Director of International Adoption Net will respond in writing providing the Agency's position on the problem, and providing options, which might solve the problem.

**FORMAL CONFERENCE:** If the problem cannot be solved through one of the options provided by the Agency in their written response, the worker will schedule a conference between the adoptive family and the Board of Directors at the offices of International Adoption Net for the purpose of resolving the conflict. Such conference shall take place at the Agency office the earliest possible agreed upon time.

**ARBITRATION:** If, for any reason, the formal conference does not resolve the issue, then any controversy or claim arising out of or relating to the adoptive family's written agreement with the Agency, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in Denver, Colorado, in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**COSTS:** Responsibility for costs for arbitration shall be an issue addressed during arbitration, and be decided as part of the proceeding. If any legal action or any other proceeding is brought for the enforcement of the arbitrated agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

**AGREEMENT:** I/We have received a copy of this Dispute Resolution Policy, and agree to abide by its stipulations if any dispute should arise.

---

Printed Name

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Printed Name

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Signature of Adoptive Parent / Date

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Signature of Adoptive Parent / Date



# International Adoption Net

## Fee Payment Agreement

IAN appreciates being selected by you as your home study and/or child placement agency. If you agree to the provisions of this letter, it will constitute our agreement that you have retained IAN to provide services to assist you adopting a child. Fees paid for services rendered are non-refundable. Fees paid for in-country adoption services are non-refundable.

All statements are due upon receipt. Any account that is not paid within thirty days after the date of the statement is delinquent and the unpaid balance will accrue interest at the rate of one percent (1%) per month.

Please note that IAN administrative costs include such items as photocopying charges, long distance telephone calls, FedEx, filing and recording fees. You agree to promptly pay all fees and costs as billed.

All Fees **must** be paid **with referral acceptance package**. Any fees not received in IAN's office before court may delay your International court appointment

If this reflects our agreement, please sign and date below.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of Adoptive Parent / Date

\_\_\_\_\_  
Signature of Adoptive Parent / Date





## Grievance and Complaint Policy

**Right to make complaint:** International Adoption Net (IAN) recognizes the right of any birth parent, prospective adoptive parent, adoptive parent, or adoptee to lodge a complaint or appeal about any of the services or activities of the agency (including use of its supervised providers) that he or she believes raise an issue of compliance with the Convention, the IAA, or the regulations implementing the IAA. Below are the procedures IAN adheres to in dealing with any grievances or complaints:

1. IAN responds within 30 days of receipt to any complaints that are in writing, signed and dated received, and provides expedited review of such complaints that are time-sensitive or that involve allegations of fraud.
2. IAN advises individuals of the additional procedures available to them if they are dissatisfied with IAN's response to their complaint.
3. IAN maintains a written record of each complaint received pursuant to paragraphs above of this policy and the steps taken to investigate and respond to it and makes this record available to the accrediting entity or the Secretary upon request.
4. IAN does not take any action to discourage a client or prospective client from, or retaliate against a client or prospective client for making a complaint; expressing a grievance; providing information in writing or interviews to an accrediting entity on the agency's or person's performance; or questioning the conduct of or expressing an opinion about the performance of IAN.
5. IAN makes available on a semi-annual basis, a summary of all its complaints received. The report will include the number of complaints received and how each complaint was resolved and an assessment of any discernible patterns of complaints received against the agency or person and what if any changes were made or any plans that were made in response to such patterns.
6. To continuously improve its services and minimize the number of written complaints that might be received, IAN will have a quality improvement program appropriate to its size and circumstances. It will use quality improvement methods such as reviewing complaint data, customer satisfaction surveys, or benchmarking to external data (when these are available) as a basis for making improvements. Evaluation of any complaints received will assist improving the quality of agency services.

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

- A person believing he or she has a complaint is requested to present it first to the agency Chief Executive Officer. Contact information for the Chief Executive Officer is as follows:
  - Joan Strauss 303.691.0808
- If the Chief Executive Officer is not able to resolve the complaint to the satisfaction of that person, he or she may contact Council on Accreditation at <http://coanet.org/accreditation/report-a-concern/> or (Colorado Department of Human Services) and / or The Hague Complaint Registry (HCR) at: <https://adoptionusca.state.gov/HCRWeb/welcomeForm.aspx>

*IAN provides any and all information about complaints received to CDHS upon request.*

We hope this policy effectively addresses any grievances that may arise. If a client has any problem that is not so severe as to require the writing of a grievance letter, we nevertheless encourage all people involved to reveal the problem and discuss it with IAN's social worker, staff and/or management. It is our wish to correct any cause of dissatisfaction at the earliest possible opportunity.

\_\_\_\_\_  
Signature of Adoptive Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Adoptive Parent

\_\_\_\_\_  
Date





# International Adoption Net

## Verification of Insurance Coverage

**Request for information concerning health insurance coverage with regard to a child placed for purpose of legal adoption.**

Policy Holder's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Insurance Company: \_\_\_\_\_

From the date of the child's entry into the adoptive family, the child(ren) shall be considered a legal dependent of \_\_\_\_\_, who shall be responsible for any and all treatment for the child necessitated by previously diagnosed or undiagnosed medical, emotional, development, or physical problems of the adopted child.

Under \_\_\_\_\_ policy the child will be covered as follows:

Immediately upon arrival	Yes <input type="checkbox"/>	No <input type="checkbox"/>
For emotional/physical therapy	Yes <input type="checkbox"/>	No <input type="checkbox"/>
For pre-existing conditions	Yes <input type="checkbox"/>	No <input type="checkbox"/>
For undiagnosed conditions	Yes <input type="checkbox"/>	No <input type="checkbox"/>
For treated conditions	Yes <input type="checkbox"/>	No <input type="checkbox"/>
For untreated conditions	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Please state clearly any exceptions or limitations to the above: \_\_\_\_\_

I am authorized by the above- and below-mentioned Insurance Company to respond to the questions contained herein.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Insurance Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_



## Post Placement Liability Agreement

I/We the adoptive parent(s), agree that upon the completion of the adoption of my/our child, *our home study agency* will provide Post-Placement/Adoption services at three months, six months and one year, as required by International Country International Adoption Net. I/We agree to provide reports and photographs as required by my/our child's placement and/or home study agency and the child's country of origin.

**Why Post Adoption Visits?** As a child welfare agency IAN believes that Post-Placement/Adoption visits are important tools in helping assist the adopted child and adoptive family with the very important transition time after the adoption.

**Deposit Fees for these services are as follows:**

\$300 (\$ 100 Refunded when each Post Adoption Reports is submitted to IAN by due date (3 month-6month & one year))

**I/We agree to pay these fees upon completion of our dossier.** Fees are refundable.

**I/We agree to notify IAN within one week of our child's arrival to our home.**

**Finalizing Your File:** I/we agree to provide International Adoption Net with photocopies of the following official adoption documents relating to my child within one month of my return home. The required documents are the birthmother/parent relinquishment or abandonment decree.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of Adoptive Parent / Date

\_\_\_\_\_  
Signature of Adoptive Parent / Date

State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me, a Notary Public this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expiration



## Refund Policy

### Application Fee

- Nonrefundable

### IAN Program Fee (for International adoption placements)

- 60% refundable if family withdraws 4 weeks or less after receipt of application.
- 40% refundable if family withdraws between 4 to 6 weeks after receipt of application.
- No refund will be issued after 6 weeks of receipt of application.

### Home Study Fee

- 90% refundable before first meeting with caseworker.
- Nonrefundable after first visit with caseworker.

### Pre Placement Fee (for Homestudy clients)

- Nonrefundable after homestudy or dossier is started.

### Post Placement Fee

- Nonrefundable unless a family moves out of state or does not complete the adoption. If a family relocates out of state, the remaining balance of the fees will be refunded upon receipt of the guarantee of new post adoption services provided by a new agency in the new state.

### Foreign Program Fee

- Foreign fee is nonrefundable in the event it has already been sent to the foreign country.

### Change of Program/Country

- Should a family change from one program to another (prior to child placement) through IAN, no funds from the previous program fee will be credited to the new program except the application fee, homestudy and post placement fee.

### Refund Note:

- If a prospective adoptive family/person fails to properly disclose information or in any way puts the agency and its interests at risk, IAN retains the right to terminate the adoption process without providing any refund.
- If there are special circumstances that require a family to temporarily withdraw or suspend their adoption, IAN will apply 80% of the previously paid fees to the reactivated adoption if it takes place within 12 months of the withdrawal/suspension. The family should provide – in writing – the reason for the temporary withdrawal/suspension. If more than 12 months have lapsed, the family/person will need to reapply and all fees due the agency will be at the then current rates.

The Executive Director retains the right to assess individual cases and determine refunds for atypical cases.

I/We have read the above and agree to comply with this Refund Policy.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of Adoptive Parent / Date

\_\_\_\_\_  
Signature of Adoptive Parent / Date



## Statement of Risks in International Adoption From: Waiver of Liability

### 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 initial each page of this document and 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 Court 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:

\_\_\_\_\_ and \_\_\_\_\_ (adoptive parents' names).

"Agency" and "we" or "us" refer to: International Adoption Net

"Referral Source" refers to any person, agency or organization who refer 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 does 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.

## **LEGAL AND OTHER 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 court based on a relinquishment by the birth mother 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 United States Citizenship and Immigration Services ("USCIS"). We strongly recommend that you consult with an attorney licensed in your state regarding any legal issues.

### **Lost Referral**

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 the specific 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 child, 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, Developmental and/or 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 or other 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, even though we make reasonable efforts to secure medical records. It is even possible that some of these sources of information may intentionally give incorrect information or fail to give important information to us. We strongly urge you to consult with a pediatrician, OB-GYN or appropriate medical specialist to review the information provided to you, including a video of the child, if available, and ask them to 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. Further, you may discover additional important negative information about the child's physical, developmental or mental health referred from either domestic or foreign sources which was not disclosed and provided to International Adoption Net prior to the finalization of adoption. We cannot guarantee the accuracy or completeness of any information given to us about the child, including the child's age, the child's physical, developmental, or emotional well-being, 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 or completeness of information provided to us by the referral source or other parties at the time of referral or in the future.

## **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. Among other things, 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 subject to international politics and national policies of the countries involved. A change in government in the foreign country may change your



# International Adoption Net

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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. Alternatively, you may be required to travel with little to no advance notice. 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. Such circumstances, include but are not limited to, acts of God, acts of war, civil commotion, riots, strikes, acts of either government in a sovereign or contractual capacity, any missed flights, lost luggage, accidents, fire, flood, earthquake, or other natural catastrophes, or by any other cause that is unavoidable or beyond International Adoption Net's control. 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, weather conditions or other circumstances or any events that occur during travel.

You understand that the Department of State could issue a travel warning for the country you will travel to. We recommend visiting <http://travel.state.gov> for updates prior to travel.

You understand and acknowledge that travel to foreign countries can involve inherent risks, accidents and injuries. You understand that any activities that you or anyone traveling with you may undertake could be potentially dangerous and you assume full responsibility for all risks, accidents and/or injuries related to any travel to foreign countries in pursuit of your adoption with International Adoption Net.

You understand and acknowledge that International Adoption Net deems it inadvisable to travel anywhere outside the capital, Addis Ababa.

You have been advised that International Adoption Net's strong recommendation is to purchase international insurance covering any traveling parties on this trip and advise families to register on the state department website prior to travel.

## **Costs**

Adoption related costs, especially those paid to agencies, facilitators or others in a foreign country, may change at any point in the adoption process. These changes 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 or costs. However, we cannot control nor limit any increase in these fees or costs. You understand and acknowledge that you are responsible for the fees you pay to



# International Adoption Net

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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 or costs to agencies, governments, facilitators or others 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 or costs.**

## **Control Over Other Entities**

There are many governmental and non-governmental agencies involved in an international adoption. This includes officials, attorneys, referral sources, immigration and governmental agencies and entities, both foreign and domestic. We cannot guarantee the actions of any agency or individual over whom we do not have control.

For example, we cannot predict the timelines or the decisions of the USCIS or the United States Embassy 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.

## **Assumption of Risks and Waiver of Liability**

\_\_\_\_\_ and \_\_\_\_\_ ("Adoptive Parents")  
acknowledge and understand all the risks of adoption as set forth in this document.

Adoptive Parents 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. Adoptive Parents acknowledge that they have been advised to consult with an attorney of their choice regarding this Agreement.

Check one:

I have consulted with an attorney

I choose not to consult an attorney.

Adoptive Parents hereby agree to indemnify the agency and waive, release, and forever discharge the Agency, including its employees, attorneys, social workers, independent contractors, independent contract attorneys, independent contract social workers, principals, officers, shareholders, owners, directors, successor corporations and





# International Adoption Net

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affiliates from any and all claims, demands, charges, causes of action, liabilities, penalties, costs and expenses, including attorney fees, that the adoptive parents who sign this waiver may have now or in the future against the Agency or its employees, attorneys, social workers, independent contractors, independent contract attorneys, independent contract social workers, principals, officers, shareholders, owners, directors, successor corporations and affiliates.

Adoptive Parents hereby waive, release and forever discharge the Agency, 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, demands, charges, causes of action, liabilities, penalties, costs and expenses, including attorney fees, that the adoptive parents 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.

In consideration of the terms of this Agreement including the assumption of risk and this waiver of liability, the Agency agrees to provide adoption services to the Adoptive Parents.

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Signature of Adoptive Parent

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Date

---

Signature of Adoptive Parent

---

Date



## Statement of Risk (Medical)

I/We have researched various medical and social problems and risks in adoption including, but not limited to, the following conditions:

- |   |                        |                     |
|---|------------------------|---------------------|
| Salmonella  | Milk Intolerance       | Malnutrition        |
| Mental Retardation  | Depression             | Decayed Teeth       |
| Hearing Impairment  | Parasitic Infection    | Mental Illness      |
| Radiation Exposure  | Genetic Disorder       | Tuberculosis        |
| Dehydration   | Pneumonia              | Rickets             |
| Under-stimulation   | Drug Exposure          | Learning Disability |
| Institutionalization  | Physical Deformity     | Hepatitis B Carrier |
| Hepatitis A, B & C  | Scabies                | HIV/AIDS            |
| Premature Birth   | Venereal Disease       | Visual Impairment   |
| Delayed Development   | Fetal Alcohol Syndrome | Seizure Disorder    |
| Undiagnosed Congenital Problem  |                        |                     |
| Physical/Emotional/Sexual/Psychological Abuse   |                        |                     |
| Serious Illness including, but not limited to: Cancer, Heart Disease, and/or Diabetes |                        |                     |

I/We have discussed and researched the medical and social risk factors including the characteristics of high risk and unknown birth parents. I/We understand that many tests for young children are unreliable at best and that our child will be referred to us based upon available information. In addition, we understand that IAN strongly recommends that we discuss medical and social risks with physicians of our choice. We acknowledge, understand, and accept IAN's medical and social risk policy and hold harmless the agency, its employees, agents, facilitators, and the Board of Directors for disease and conditions that have not and cannot be diagnosed with reliability.

I/We understand that all adopted children will have adjustment issues from time to time. I/We agree to seek professional guidance as needed for the child. I/We understand that IAN is always available for assistance.

I/We have read and understand the above statement.

\_\_\_\_\_  
Signature of Adoptive Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Adoptive Parent

\_\_\_\_\_  
Date

**Subscribed and sworn to, before me, a notary public of the county of \_\_\_\_\_ in the state of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2015**

\_\_\_\_\_  
Notary

Notary seal:

**My commission expires on:** \_\_\_\_\_



## Considerations and Risk Factors in International Adoption

Before completing your application, please take the time to read the following. It is designed to help you know more about the children who are waiting to be adopted and the risks you as the adoptive parents must assume.

### **Opportunity for advice before accepting a child:**

Whether you give birth to children or adopt children, it is a decision that will change the rest of your life. From various studies that have been done, it seems that most international adoptions are stable, the parents report good parent-child relationships, and with time the children are developmentally appropriate. The overall positive experiences have been very encouraging. However, some adoptions have presented the adoptive parents with challenges that have resulted in adoption disruptions or great hardship for the adoptive parents.

### **Health risks:**

When you accept the child proposed to you, you are taking a risk. Some children have special needs that are not apparent at placement but become apparent as the child develops. Since very few studies have been done, it is not possible to give accurate numbers as to how many parents of internationally adopted children have experienced problems. However, it is important for parents who are considering adopting to know that some of those who have done so have reported delayed fine and gross motor skills (muscular control necessary for coordinated physical activity), impulsivity, aggressiveness, difficulties with bonding, and delayed language and social skills. Also, the majority of children adopted internationally are below normal weight and height when they arrive in U.S. Approximately one in five parents report behavior such as rocking, over- or under-sensitivity, and an activity level that is too high. These issues are more related to institutionalized children than to those who have received care in foster homes.

### **Risk factors to consider:**

Before you adopt, there are certain questions that should be addressed:

1. Do you and your family have the characteristics that will allow an adopted child to be easily incorporated into your family with or without the child having special needs?
2. Do you understand that the age of your child is no guarantee that he or she will not have special needs?
3. Can you tolerate problems in your child such as rocking, no bladder control, fear, anxiety, hitting himself, being inconsolable when upset, being over- or under-sensitive to touch, sights, and sounds, and having activity levels that are too high or too low for his or her age?
4. Are you prepared to undertake a nutritional program to bring your child to normal weight and height?
5. Do you know where you will go to find assistance once you are home, if it is necessary?
6. Do you have friends, family, or associates who would pitch in to help you?
7. Are there professionals close to where you live who could help you?
8. Have you discussed each of these issues with your adoption caseworker (the person who prepared your homestudy)?
9. If your child needs professional intervention, how will you react?



# International Adoption Net

## Assessing the child:

When a child is referred to you, you must follow the procedures that your jurisdiction dictates. Here are a number of things you can do to assess the suitability of the proposal:

1. The Director of the orphanage or the lawyer for the birth family will give you medical and lab reports for AIDS, Hepatitis B., and venereal disease. In some programs, you will also receive a photograph of the child. Whenever possible you will also receive an age-appropriate assessment of the fine and gross motor skills, sociability, and language skills of the child. You have an opportunity to discuss the proposal with your pediatrician, psychologist, or any other professional you would care to contact.
2. In addition, you can request the child be taken for an independent assessment by a doctor that is not connected with the orphanage or the birth family. Adoptive family will be responsible for additional fees.
3. If your doctor or you want additional blood or urine tests, you can order them. Adoptive family will be responsible for additional fees.
4. Although the guardians of the child waiting to be adopted are interested in moving the adoption as quickly as possible, you should take your time. Don't rush to accept the proposal as soon as you receive it. Go through the procedures above. Keep the words "reason before passion" in your mind.

## Time risk:

We can give you no guarantees as to how long it will take to complete your adoption. Since we do not condone any corruption, for instance in terms of expediting fees, the average time required to complete an adoption is around seven months. It could be sooner or later. Your risk therefore is that the adoption might be sooner or later than you expect, and the agency cannot take any liability for the timing on work that is not in our direct control.

I/We have read and accept the risk factors to consider before deciding to adopt internationally.  
Dated this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Signature of Adoptive Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Adoptive Parent

\_\_\_\_\_  
Date



## Plan for Transfer of Cases Policy

The following policy is the process of record storage and maintenance in the event of the closure of International Adoption Net.

International Adoption Net (IAN) stores records of each client in two formats, both hard copy and digital. The records are kept in accordance with state regulations in a secure manner. In the event IAN ceases to provide services or is not permitted to provide services (for example, if accreditation is not obtained and maintained), IAN will promptly notify any client with which it is engaged in an open and ongoing case and provide the client the options of (1) transferring the case to an accredited or temporarily accredited agency, or (2) terminating the case.

In the event of transfer or termination of a case, IAN will make any refund or reimbursement to client for services not yet rendered, consistent with refund policy found in the client's contract.

IAN's records pertaining to cases transferred or terminated will be handled in accordance with state licensing regulations.

Thirty working days prior to closing, the agency will submit a detailed plan that will include the name of the accredited agency that will take over the cases, financial listing of any refunds and credits or balance due for each client. This plan will also include the state in which the adoption and the client is in, the details of the case including financial and referral information, if a referral has been made, and other pertinent information needed to continue the adoption process if the client wishes to continue with the accredited agency taking over the case. The comprehensive plan will be available for review by the accrediting body if needed.

I/We have read and understand the above policy regarding the Plan for Transfer of Cases.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date



# International Adoption Net

## Concurrent Adoption Policy

January 2012

International Adoption Net (IAN) allows concurrent adoptions. There are guidelines and procedures which all Prospective Adoptive Parents (PAP) must follow if interested in completing a concurrent adoption.

1. PAPs may be working on concurrent adoptions with IAN or with another placement agency.
2. PAPs are responsible for understanding the individual regulations for each country from which they are adopting.
3. They must follow all regulations for the country from which they are adopting.
4. Child placements must be at least six months apart and will only be approved following a positive six month post adoption report from their social worker.
5. IAN must be aware of all current adoptions the PAPs are involved in.
6. If PAPs are completing concurrent adoptions within IAN, they must complete separate policies, dossiers, home studies and fees associated with each country.
7. PAPs must understand the risks with the time frames for intercountry adoption and understand IAN cannot guarantee a time frame for placement.
8. If PAPs are involved in a concurrent adoption and are unable to accept another referral, they can be placed on hold at our agency until they are approved for another adoption.
9. For more details regarding a second adoption, please see the *Additional Child/Second Adoption Policy*.

I/We (Adoptive Parent(s)), \_\_\_\_\_ have read and understand the above policy regarding concurrent adoptions and agree to the terms listed above.

\_\_\_\_\_  
Adoptive Parent Name (Printed)

\_\_\_\_\_  
Adoptive Parent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adoptive Parent Name (Printed)

\_\_\_\_\_  
Adoptive Parent Signature

\_\_\_\_\_  
Date



## Records Maintenance Policy

The following policy is the process of record maintenance International Adoption Net (IAN) follows to maintain the adoption records of a family during and after the adoption process.

- All current adoption files are kept in locked filing cabinets which can only be accessed by the adoption coordinator assigned to the case and the Executive Director.
- Adoption files for adoptive families whose adoptions have been finalized are scanned according to the Rules and Regulations for Child Placement Agencies. These files are kept behind two locked doors.
- If a file is required by a staff member, a file check out form must be completed and returned to the Administrative Assistant, who is able to access those files. These files are not subject to the observation of anyone, including staff that does not need to review the files.
- Completed files are kept in the office for 5 years, and then are shredded using a security level 3 document shredder.
- If in the event IAN were to close, IAN would promptly notify any client with which it is engaged in an open and ongoing case and provide the client with the options of (1) transferring the case to an accredited or temporarily accredited agency, or (2) terminating the case.
- IAN will transfer all scanned adoption files to CDHS at the time of the agency's closure. All completed files will be shredded.

I/We have read and understand the above policy regarding Records Maintenance.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date



## Confidentiality Policy

International Adoption Net (IAN) strives to keep information regarding your adoption confidential. Every IAN employee reads and signs a Confidentiality Policy stating they will maintain a high level of confidentiality. IAN knows that you trust them to keep your personal information safe and the details of your adoption confidential. The following statements describe how your information remains confidential.

- All information about the family including their names, adopted child names should remain within the agency.
- IAN staff is not permitted to share details about a family's adoption to anyone other than IAN staff and the family.
- Any duplicate documents with family's personal information, including names, adopted child names, etc. must be shredded.
- IAN staff in the foreign country and in the US will be careful when families are visiting not to share personal information in front of families.
- Conversations regarding families, adopted children or details about their adoption process should be conducted in a private location where other families are not able to overhear any information.
- If families ask for information regarding other family's adoption, IAN staff must advise the family that they are unable to share this information.
- The entire case file, including all worker notes or other documents, is the property of the agency and the entire case must be maintained in secure storage at the main office.
- The adoption files are maintained in a confidential manner and are not subject to the observation of anyone, including staff that does not need to review these files.
- Any and all duplicate files maintained by contract of staff worker(s) during the completion of an adoption must be maintained in a locked secured storage at all times, including workers notes or other documents, must be returned to the main office at the completion of services.
- Contract staff workers may not keep duplicate copies of any documents (including electronic documents such as pictures, adoption paperwork etc.).

I have read and understand the above policy regarding the standard of professionalism and confidentiality that IAN staff members hold to.

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Signature/Date

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Signature/Date





## ***International Adoptive Parent Training***

The following training topics need to be covered in the training completed by the adoptive parent(s). The adoptive parent(s) should complete a minimum of 10 hours of training, and meet the training requirements for their state. Colorado requires in-state families to complete 24 hours of Adoptive Parent Training.

Adoptive Parent(s) living outside of Colorado must complete the following Parent Training Topics:

1. Attachment and Bonding
2. Grief and Loss Issues in Adoption
3. Race, Culture and Adoption
4. Medical Issues in International Adoption

Additional Training required by IAN

1. All adoptive parents must complete the General and Cultural Sensitivity Training and USCIS training prior to being placed on the waiting list.
2. All parents adopting internationally must completed the Court Webinar prior to travel for court.
3. All parents adopting internationally must complete the Embassy Webinar prior to travel for Embassy.
4. All parents adopting an infant child are required to complete an infant care class if they are a first time parent.
5. All parents adopting a toddler child or older child must complete the Older Child Webinar provided by IAN.
6. All training certificates must be sent to IAN.

If open to adopting a child with special needs, the following training needs to be completed:

1. Parenting a child with special needs
2. Information pertaining to the child's special need
3. Available resources associated with the special need.

Online Training Directions

1. Go to [www.internationaladoptionnet.org](http://www.internationaladoptionnet.org)
2. Login on the top right.
  - a. Login: training
  - b. Password: iantraining
3. Go to "Family Center"
4. Go to "Online Training:"
5. Complete the trainings and questionnaires (one for each parent)
6. Send the questionnaires to your Coordinator or the IAN office.



# International Adoption Net

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I/We have read and understand the above adoption training requirements and agree to complete all training required for the adoption.

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SAMPLE