



## Policy Packet

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Requirements and Checklist
- Dissolution and Re-Homing Policy

If you have any questions about completing the above documents, please contact IAN at 303-691-0808.



## 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 at:  
<https://publichealthlawcenter.org/sites/default/files/Colorado%2012%20CCR%202509-8%20Rule%207.710.pdf>
6. Information as to how to review the official licensing file for the agency may be obtained by calling 720-661-5323.
7. Information as to how to file a complaint regarding the agency with Intercountry Adoption Accreditation and Maintenance Entity (IAAME) may be obtained here: <https://www.iaame.net>
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, client 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 the quality improvement program are tracked and maintained by the agency and implemented through staff trainings.

9. IAN provides professional services and support which include family assessment (SAFE Home Study), education and training, guidance with intercountry adoption processes and USCIS, post adoption and validation. For domestic adoption, these services will also be provided adoption placements, relinquishment counseling, post placement and finalization.

10. The fees or donations 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. All time frames given to an adopted family are based on experience and best guess. All timeframes are subject to change, and IAN is not held to any expectations or deadlines.

- Home Study will take approximately 3 to 4 months after the application is received, depending on your availability for interviews and how quickly you are able to collect the required paperwork.
- U.S. Citizenship and Immigration Service (USCIS) process takes approximately 6 to 10 weeks depending on cases processing with their officers.
- Dossier process takes approximately 2 to 5 weeks to complete, depending on the adoptive family's completion.
- Post-adoption supervision is for a minimum of a year and can be up until the child is 18 years old. Each country has its own post-adoption requirements, and adoptive families agree to consider this when deciding which program to adopt from. Post Adoption reports are mandatory for all programs due to state law and international laws.

13. For international adoptions, IAN will disclose all information received about a child at referral and beyond. Any additional information learned about the prospective adoptive child(ren) or any issues that come up throughout the adoption process will be relayed to the prospective adoptive parents (PAPs) within 24 hours of receipt by either by phone or email. Once information is given to the PAPs, the email or a communication in the electronic or physical file should be added to the family's file. If IAN Child Placement Supervisor or the Executive Director feels that more information is necessary to resolve or inquire about an issue, IAN will take the necessary steps to investigate and find out more information. This process is be completed within 30 days of receipt or sooner if the situation is time-sensitive in nature.

14. 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 selected program, USCIS and state home study regulations 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. The primary goal of the Home Study and approval process is to ensure the safety and well-being of the children to be adopted. The life history and current situation of each family are individually evaluated. However, there are certain historical events and situations that, if present in your family, will likely lead to an unfavorable decision on your application to adopt. Some examples of history and situations that might prohibit the placement of children include: Felony convictions involving weapons, violence and/or illegal drugs, a history of lesser crimes indicating a pattern of poor judgment and/or instability, any conviction involving domestic violence, an inability to financially support an adopted child, an untreated mental illness, and unacceptable living and/or safety conditions in the home.

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 of any concerns and access to and information to such resources. Parents may utilize IAN's services and referral suggestions, however, all costs are the responsibility of the Adoptive Parent(s).

17. In the event of an adoption dissolution occurring after the finalization of an adoption, 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 (occurring after an adoptive placement but prior to an adoption finalization), 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 Child Placement Supervisor who will be responsible to approve or deny any and all new placements involving a disruption.

18. All adoptive parents must meet the current training requirements for their chosen program and meet their state and USCIS requirements. Depending on the approval of the family for placement (age and any potential special needs) additional training may be required. IAN holds the right to request any training at any time as they determine is necessary. Families must have all training requirements completed prior to travel. All training must be documented in writing, including dates, number of hours and topics covered.



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, will be sent to the Department of State if needed.
20. 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 prospective adoptive parent, then IAN will 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.
21. 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.
22. 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.
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 residents are required to validate their adoption through IAN. This fee will cover those costs. All out of state residents 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.
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 the adoption. In many of IAN's international adoption programs, IAN partners with an in-country adoption provider to help facilitate 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 on 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 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



# International Adoption Net

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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 Adoption Laws and regulations as it pertains to their adoption.

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 available upon request

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

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

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

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



## Adoption Service Contract

This agreement is entered into effect the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between *International Adoption Net* (IAN) and \_\_\_\_\_ (hereinafter referred to as "client"), and \_\_\_\_\_ residing \_\_\_\_\_ . IAN is a child placement agency licensed by the State of Colorado whose offices are located at 5600 Greenwood Plaza Blvd, Suite 250, Greenwood Village, CO 80111.

### INTRODUCTION

This agreement has been prepared in order to provide International Adoption Net clients' documentation and explanation of the services, and potential problems inherent in an international adoption, and to enter into a legally binding contract between the parties. 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 attempting to match and place a child(ren) for adoption purposes with 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 and in the Authorization for Release of Confidential Information.
- 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 has received statistics on the number of adoptions IAN has performed in the past three years, number of cases that have been disrupted or dissolved, or remain intact, as known, the number of parents who apply to adopt on a yearly basis, based on data for the past three calendar years.
- 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. During the period between the signing of this agreement and completion of the adoption, client will fully and promptly report to Agency any changes that take place having to do with any representation in their Application and any other events or occurrences that could relate to the stability of their marriage, the state of their health, the occupancy of their household, their family, their suitability as parents, their employment and financial circumstances, the welfare of the child, or any other matters that their obligation of good faith to Agency and their obligation of full and complete disclosure would indicate should be revealed to Agency.
- 1.5 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,

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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.

- 1.6 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 – 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 of 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 illnesses 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 develops 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 always in the best interest of both IAN staff and the client to act in a professional manner. 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 home study 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. Hague accreditation is preferred for most programs and required for others.

3.3 As an international child placement agency, we will do the following:

- 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.
- 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 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 depending on the program regulations. Final adoption decrees are determined by the court system in the client's chosen country. IAN will process 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 certain gender can be significantly longer depending on the country. IAN will endeavor to refer the preferred age and gender of the child(ren), but the client 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. Prospective parents understand that with some programs should they decide to pass on the proposed child referral, it may increase their wait time until they receive another referral opportunity.

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Compiled Policy Documents – OOS & Colorado



- 3.7 Sometimes, when a case takes longer to process in the foreign court than estimated, a child(ren) could be older at the time of adoption than the client expected. All approvals are based on the age of the child at the time of referral.
- 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 require special care, 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 not withdraw a referral until the prospective adoptive parent(s) have had at least two weeks (unless extenuating circumstances involving the child's best interests require a more expedited decision) to consider the needs of the child and their ability to meet those needs, and to obtain physician review of medical information and other descriptive information, including videotapes of the child if available. *22 CFR 96.49(k)*.

Examples of extenuating circumstances include, but are not limited to, a sudden change in the medical condition of a child, the need for immediate medical treatment, or a decision by the country of origin not to permit the adoption. As with other parts of the intercountry adoption process, IAN will make any decision to withdraw a referral only if it deems that such an action would be in the best interests of the child. *Hague Technical Guidance G.9*.

- 3.10 IAN will do everything it can to avoid a disruption or dissolution, including consulting and giving 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 the client's 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 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 Disruption Plan

3.11.1 This section is applicable only in the event of a disruption. A disruption means the interruption of a placement for adoption during the post-placement period. Post-adoption is the time after placement but before adoption. This occurs in countries where the foreign country does not issue a final adoption order in the country and the child must be adopted in the United States after placement and arrival in the U.S. The plan below will address IAN's responsibilities if a placement for adoption is disrupted as well as the parent's responsibilities:

### 3.11.2 IAN's Responsibilities in Disruption

3.11.2.1. *Support Services:* In the event a placement is in crisis in the post-placement phase, IAN will provide or arrange for counseling and/or support services depending on the needs and location of the family and child.

3.11.2.2. *Legal Responsibility:* IAN will have legal responsibility for transfer of custody in an emergency or in the case of impending disruption and for the care of the child. 22 CFR 96.50(f)(1). IAN may place the child directly with a new adoptive family, but if such a suitable and qualified family is not yet available, IAN may place the child in the care of a temporary foster/respice home, with a supervised or exempted provider, private temporary placement agency or state's department of children's services.

3.11.2.3. *Financial Responsibility:* IAN will not have financial responsibility for the disruption or any part thereof.

3.11.2.4. *Determination of Best Interests:* IAN, or the family's post-placement provider, will consult with the child, when age appropriate, regarding the child's wishes. IAN will make best interests' determination regarding the child's new placement in which IAN will consider the age of the child, length of time in the United States, and other pertinent factors. 22 CFR 96.50(f)(3).

3.11.2.5. *Coordinating Transfer to Child's Country of Origin:* If the disruption takes place after the child has arrived in the United States, the child will, as a last resort, may be returned to the child's country of origin only if IAN determines such a return would be in the child's best interests, the U.S. Department of State, and the Central Authority (or similar governmental entity) have both approved the child's return. 22 CFR 96.50(f)(2).

6. **Notification of Disruption and New Placement:** IAN will consult with the U.S. Department of State and the Central Authority in the child's country of origin to advise them of the disruption and new placement as well as to report changes and respond to inquiries. IAN or its supervised or exempt provider will complete a placement report on the new placement for review by the U.S. Department of State and the Central Authority in the child's country of origin.

### Parent's Responsibilities in Disruption

1. **Legal Responsibility:** In the event of a disruption, parents are responsible for retaining legal custody until a legal transfer of custody can be made. A transfer may be made to a new adoptive family, IAN, the family's home study provider, or other qualified and suitable individual or entity.
2. **Financial Responsibility:** Parents will have financial responsibility for transfer of custody in an emergency or in the case of impending disruption and for the care of the child. 22 CFR 96.50(f)(1).



# International Adoption Net

3. Placement Responsibility: Parents agree to allow IAN to find a qualified and suitable second placement for the child considering the best interests of the child.

3.11 The client also understands the limits IAN must 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 \_\_\_\_\_, 20\_\_.*

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

**Notary**



## Dispute Resolution Policy

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:

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

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

**Step 3: FORMAL WRITTEN COMPLAINT:** The adoptive family shall put such controversy or claim in writing and transmit it to International Adoption Net. Upon receipt of a written complaint by the Executive Director, the Executive Director will confirm receipt of the complaint from the adoptive family and advise the adoptive family that they will receive a response from IAN within thirty (30) days. The response shall provide the Agency's position on the problem, and providing options, which might solve the problem. The adoptive family will be instructed to mail a written Request for Review within fifteen (15) business days of receipt of the Decision is dissatisfied to International Adoption Net. IAN's Response will further instruct the adoptive family on how to respond, advising the adoptive family to include in the Request for Review, the reasons for disagreement with the Decision and the outcome desired by the adoptive family.

**Step 4: BOARD RESOLUTION IN WRITING:** If the adoptive family submits a Request for Review to IAN's Board of Directors within fifteen (15) business days from the date that the Decision is sent, the Board of Directors will respond within thirty (30) days. The Board will call a meeting to discuss the complaint and consult with IAN staff, and others, as may be needed. The Board President will draft the response to the complainant in consultation with IAN staff. The Board response will be the final agency action. The adoptive family will be advised that the Board's decision is the final agency action and provided with instruction on how to complain to the Hague Complaint Registry, including the link to make such a complaint, if still dissatisfied with the resolution.

**ARBITRATION:** If, for any reason, the board resolution in writing 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

\_\_\_\_\_  
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 UAA, or the regulations implementing the IAA. *22 CFR 96.41(b)*. Below are the procedures IAN adhering 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. *22 CFR 96.41(c)*.
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. *22 CFR 96.41(d)*. *22 CFR 96.41(g)*.
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. *22 CFR 96.41(e)*.
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. *22 CFR 96.41(f)*.
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. *22 CFR 96.41(h)*.

### 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's Executive Officer. Contact information for the Executive Officer is as follows: Joan Strauss 303.691.0808
- If the Executive Officer is not able to resolve the complaint to the satisfaction of that person, he or she may contact CDHS (Colorado Department of Human Services) and / or The Hague Complaint Registry (HCR) at:

<https://travel.state.gov/content/travel/en/Intercountry-Adoption/about-adoption-service-providers/hague-complaint-registry.html>

*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



## Corporal Punishment Policy

International Adoption Net believes that while discipline is a necessary and healthy aspect of parenting, corporal punishment, is detrimental to the well-being of all children. Corporal Punishment is defined as “the inflicting of pain or discomfort,” and can include spanking, hitting, slapping, shaking, pinching, or forcing a child into an uncomfortable position. There have been numerous studies that have linked physical punishment with increased aggression, antisocial behavior, physical injury, and mental health problems for children. Some concerns expressed by the American Academy of Pediatrics regarding corporal punishment include the following.

- Spanking children under 18 months of age increases the chances of physical injury. In addition, the child is unlikely to understand the connection between their behavior and the punishment, even if a temporary change in behavior is caused.
- Spanking models’ aggressive behavior as a solution to conflict and has been linked to increased aggression in preschool and school-aged children.
- Spanking has not been proven effective as a long-term strategy but has been shown to reduce the effectiveness of other forms of discipline.

All of these are especially true for adopted children. In addition, adopted children have needs that are different than those of biological children; they have suffered loss that may impede their ability to trust adults, which could be further damaged with corporal discipline. Adopted children may have experienced physical, emotional, or sexual abuse, and may not be able to differentiate abuse from discipline, even from a well-intentioned, loving parent.

We as an agency are committed to providing families with information regarding attachment focused, brain-based parenting, including the following:

- Set firm, consistent, age-appropriate boundaries.
- Teach children to resolve conflict with positive behaviors such as active listening and speaking clearly. Model these behaviors in age-appropriate conversations.
- Model positive behaviors, especially when frustrated.
- Reinforce positive behaviors with encouragement and praise.
- Allow children to make their own choices when appropriate, encourage them to identify the consequences of their decisions.
- Provide continuity in rules and consequences.

We ask that all families sign the below statement agreeing to abstain from corporal punishment. IAN cannot approve any applicants as adoptive parents who are unwilling to sign.

I/We, \_\_\_\_\_, understand the counterproductive nature of corporal punishment, and agree that no child in our home, biological or adopted, will be subjected to corporal punishment of any kind. This includes spanking, hitting, cursing, demeaning language, or isolation of the child. I/We have read the above policy regarding discipline and punishment and will comply.

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

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

For further information, please visit the following sites:

<https://www.nytimes.com/2018/11/05/health/spanking-harmful-study-pediatricians.html>

<https://www.nytimes.com/2018/08/21/well/family/which-is-better-rewards-or-punishments-neither.html>



## Post Adoption 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 as required by the international country. Additional reports may be required based on the court decree.

I/We agree to provide reports and photographs as required by my/our child’s placement and/or home study agency and country program.

**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 especially important transition time after the adoption. You also have a legal obligation to submit these reports with your child’s country of adoption.

**Deposit Fees for these services are determined based on the requirements for the program selected.**

For families where International Adoption Net is not the home study provider, post adoption liability fees will be refunded upon completion of all reports that are required to be completed by a social worker or due to IAN.

**I/We agree to pay these fees upon our referral acceptance.**

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

\_\_\_\_\_  
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 \_\_\_\_\_, 20\_\_.**

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

**Notary**



## 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 Home study clients)

- Nonrefundable after home study 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, home study and post placement fee. Home Study Update Fee will still be required.

### 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, the family should provide – in writing – the reason for the temporary withdrawal/suspension, complete the On Hold Policy and pay the \$50 On Hold Administration Fee. If more than 12 months have lapsed, the client 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: 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 carefully read each page.

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. By signing this Statement of Risks in International Adoption: Waiver of Liability ("Waiver"), you agree to waive liability of and hold harmless International Adoption Net ("IAN") with respect to the limited and specific risks in intercountry adoption as outlined below.

### 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.



## **RISK OF DELAYS**

International adoptions are unpredictable in many ways, one of them being the time frame. IAN does not and cannot control when or whether Adoptive Parents will receive a referral, receive necessary approvals from the United States government, receive necessary approvals from the foreign government, or receive placement of a child with you. There can be no assurances or guarantees that your adoption will proceed in any specific length of time. An adoption may be delayed for any number of reasons including natural disasters, man-made disasters, domestic or foreign politics (i.e. government transitions, closures, or shutdowns), etc.

Release: Adoptive Parents understand that IAN cannot and does not guarantee any specific time frame for the adoption or placement to occur. Adoptive Parents agree to hold IAN harmless for delays in the adoption process.

## **LEGAL RISKS**

Intercountry adoption involves four (4) areas of law and policy: state, federal, foreign, and international. The laws and policies relating to intercountry adoption may change at any time with or without notice. IAN does not and cannot control changes in U.S. or foreign laws and policies that may impact the Adoptive Parents' adoption. 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. You must finalize or confirm your adoption when you return home with a child, however, 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, as IAN is not your attorney, and cannot provide legal advice.

Release: Adoptive Parents understand that IAN cannot and does not guarantee that laws and policies related to intercountry adoption will not change during the adoption process, which may cause delays or even disallow the adoption or placement. Adoptive Parents agree to hold IAN harmless changes in law or policy as it relates to the adoption process.

## **RISK OF LOST REFERRAL**

You understand that IAN cannot and does not guarantee that Adoptive Parents will be referred a child or that the referral will not be lost. The 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 or foreign governments 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

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[www.internationaladoptionnet.org](http://www.internationaladoptionnet.org)



change in officials, increased concern within the foreign country regarding international adoptions of their child(ren), a relative coming forward to claim the child(ren), or a foreign national desiring to adopt the child(ren).

IAN will not withdraw a referral until the Adoptive Parents have had at least two weeks (unless extenuating circumstances involving the child's best interests require a more expedited decision) to consider the needs of the child and their ability to meet those needs, and to obtain physician review of medical information and other descriptive information, including videotapes of the child if available. 22 *CFR 96.49(k)*.

Release: Adoptive Parents understand that IAN cannot and does not guarantee the referral of a child or whether said referral will not be lost for any number of the reasons as outlined above. Adoptive Parents agree to hold IAN harmless for a lost referral or a failure to receive a referral.

## **MEDICAL RISKS**

IAN cannot and does not guarantee the completeness or accuracy of medical information regarding any referred child. Foreign countries may have different medical standards and capabilities that may inhibit Adoptive Parents from receiving the type of medical information that they might typically expect in the United States. Information may be incomplete or inaccurate for a number of reasons such as the child developed a medical issue after a medical consultation, a medical condition was misdiagnosed or undiagnosed, and human errors made by medical professionals, administrators, or translators. IAN cannot and does not guarantee the medical information provided to the Adoptive Parents is accurate or complete. Further, IAN does not and cannot guarantee the future health of any child. IAN strongly encourages Adoptive Parents to take all medical information to a pediatrician or specialist.

Further, you may discover additional important negative information about the child's physical developmental 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 of the United States.

Release: Adoptive Parents understand that IAN cannot and does not guarantee the accuracy or completeness of any medical information provided regarding the child. Further, Adoptive Parents understand that IAN cannot and does not guarantee the future health of any child. Adoptive Parents agree to hold IAN harmless for inaccurate medical information, incomplete medical information, and the further health of the child.

## **MENTAL HEALTH AND BEHAVIORAL RISKS**

IAN cannot guarantee the completeness or accuracy of mental health or behavioral health information regarding any referred child. Foreign countries may have different mental health and behavioral standards and capabilities that may inhibit Adoptive Parents from receiving the type of mental health and behavioral information that they might typically expect on the United States. The child may have undiagnosed or misdiagnosed mental health or behavioral issues. IAN cannot and does not guarantee the mental health or behavioral health information provided to the Adoptive Parents is accurate or complete. Further, IAN does not and cannot guarantee any future behavior or mental health of the



child. IAN strongly encourages Adoptive Parents to take all mental and behavioral health information to a pediatrician or specialist.

Release: Adoptive Parents understand that IAN cannot and does not guarantee the accuracy or completeness of any mental health or behavioral health information provided regarding a referred child. Further, Adoptive Parents understand that IAN cannot and does not guarantee the future mental or behavioral health of any child. Adoptive Parents agree to hold IAN harmless for inaccurate or incomplete mental or behavioral health information and the further mental or behavioral health of the child.

## **RISKS IN SOCIAL INFORMATION**

IAN cannot and does not guarantee the completeness or accuracy of social information regarding any referred child. Information may be unknown, unknowable, incomplete or inaccurate for a number of reasons such as incomplete record keeping, lack of record keeping, human error, and culture. IAN cannot and does not guarantee the accuracy or completeness of social information provided to the Adoptive Parents.

Release: Adoptive Parents understand that IAN cannot and does not guarantee the accuracy or completeness of any social information regarding the child. Adoptive Parents agree to hold IAN harmless for inaccurate or incomplete social information.

## **TRAVEL RISKS**

Adoptive Parents understand that there are risks inherent in international and domestic travel. 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 of 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 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 of where necessary for the adoption process.

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.



Release: Adoptive Parents understand that there are inherent risks in international travel. Adoptive Parents agree to hold IAN harmless for the abovementioned risks associated with travel associated with intercountry adoption.

## FINANCIAL RISKS

It is the policy and practice of IAN not to customarily charge fees beyond what was disclosed in Adoptive Parents contract/fee schedule. However, in the event that unforeseen costs are incurred in the foreign country, IAN charges such additional fees and expenses only under the following conditions: (1) It discloses the fees and expenses in writing to the prospective adoptive parent(s); (2) It obtains the specific consent of the prospective adoptive parent(s) prior to expending any funds in excess of \$1000 for which the agency or person will hold the prospective adoptive parent(s) responsible or gives the prospective adoptive parent(s) the opportunity to waive the notice and consent requirement in advance. If the prospective adoptive parent(s) has the opportunity to waive the notice and consent requirement in advance, this policy is reflected in the written policies and procedures of the agency or person; and (3) It provides written receipts to the prospective adoptive parent(s) for fees and expenses paid directly by the agency or person in the foreign country and retains copies of such receipts. *22 CFR 96.40(g)*.

There are additional risks of increased costs and fees for third parties in the United states and abroad over which IAN has no control, including travel, USCIS, and Visa fees and expenses.

Release: Adoptive Parents understand that there are risks of fee increases and additional unforeseen expenses not disclosed in Adoptive Parents' fee schedule/contract. Adoptive Parents agree to hold IAN harmless for the abovementioned fee and expenses increases associated with intercountry adoption.

By signing below Adoptive Parents understand and agree to hold IAN harmless from liability as specifically limited in this Waiver.

\_\_\_\_\_  
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



## Concurrent Adoption Policy

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, according to IAN's "On Hold" 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 Office Manager, 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.
- Closed files are kept in the office for 5 years, and then are shredded using a professional, confidential shredding company.
- 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 and 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 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.

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

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



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

The following training topics need to be covered in the training completed by the adoptive parent(s).

- Adoptive parent(s) are required to take 10 hours of approved Hague training and meet the training requirements for their state where they reside in. There are several webinars that are available to utilized for this training.
- All Colorado families must complete the state required 16 hours of face to face training in addition to the 10 hours of Hague training. Families can complete their required 16 face to face hours through A Step Ahead Adoptions.
- Both Parents are required to do all training.
- Resources for taking your training – Please contact your Social Worker and/or Adoption Agency.
- All copies of training certificates must be sent to IAN.

Adoptive Parent(s) must complete the following Parent Training Topics. These topics should be covered in your 10 hours of Hague training:

1. Intercountry Adoption Process and Laws
2. General Characteristics and Needs of Children Awaiting Adoption
3. Intercountry Conditions that affect Children their Country of Origin
4. Medical Issues in International Adoption
5. Impact of Institutionalization of Children
6. Attachment and Bonding
7. Grief and Loss Issues in Adoption
8. Race, Culture and Adoption

Additional Training required by IAN

1. General and Cultural Sensitivity and USCIS Training - located on IAN Website.
2. Travel Training for their program with their IAN Adoption Coordinator
3. Parenting Classes for families if the adopted child is under 2 years old at the time of referral
4. If adopting a child who is 4 years or Older or a child with Severe Special Needs an additional 4 hours of training may be required. This will be determined by your Social Worker.

Online Directions to IAN Website Training:

1. Go to [www.internationaladoptionnet.org](http://www.internationaladoptionnet.org)
2. Click on “Family Center” tab
3. Click on “Training” from drop down menu
4. Click on “Go to Online Courses” – Get password from your Adoption Coordinator
5. Complete the trainings and questionnaires (one for each parent) and email to IAN.

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



# International Adoption Net

## International Adoptive Parent Training Checklist

Please fill in as trainings are done. When all trainings are completed, email this completed checklist to IAN.

Name \_\_\_\_\_ Spouse \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Country Adopting From \_\_\_\_\_

Training Session	Date Completed	Parent/Spouse/Both		
<b>Parents must complete the following Parent Training issues</b>				
<input type="checkbox"/> Intercountry Adoption Process and Laws				
<input type="checkbox"/> General Characteristics and Needs of Children Awaiting Adoption				
<input type="checkbox"/> Intercountry Conditions that affect Children their Country of Origin				
<input type="checkbox"/> Medical Issues in International Adoption				
<input type="checkbox"/> Impact of Institutionalization of Children				
<input type="checkbox"/> Attachment and Bonding				
<input type="checkbox"/> Grief and Loss Issues in Adoption				
<input type="checkbox"/> Race, Culture and Adoption				
<b>Online Training Provided by IAN</b>				
<input type="checkbox"/> USCIS Training: U.S. immigration requirements and the laws and procedures of the foreign country, including reporting requirements with post-adoption reports required by the expected country of origin.				
<input type="checkbox"/> General and Cultural Sensitivity Training				
<input type="checkbox"/> Travel Training				

### Additional Parent Training, Required

The amount of required training differs by state. It is the responsibility of the adoptive parents to complete all the required training by their state.

Training Session	Date Completed	Parent/Spouse/Both		
<b>Families that are completing an intercountry adoption of an infant child are required to completed:</b>				
<input type="checkbox"/> Infant Care Class (If a first-time parent only)				
If adopting an older child or a child with severe special needs an additional 4 hours of training may be required. This will be determined by your Social Worker.				
<input type="checkbox"/> _____				
<input type="checkbox"/> _____				
<input type="checkbox"/> _____				
<input type="checkbox"/> _____				

**IAN requires a minimum of 10 hours of Approved Hague training be completed for all prospective parents prior to travel.**

I/We have read and understand the above adoption training requirements stated above and have completed all training requirements listed.

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

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

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

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



## DISSOLUTION AND RE-HOMING POLICY

**Dissolution:** The ending or disruption of an adoption after it is finalized, which will result in locating a new adoptive family for the child or children. This process has also become known as “re-homing.”

The Agency client contract includes information about adoption dissolution for the client’s information. All Agency Staff when working with client’s request that **the Adoptive Parent(s) will notify the Agency promptly if significant problems arise in the relationship or situation of the Adoptive Parent(s) and child.**

To the extent the Agency has knowledge of dissolution; the Agency will provide advice and offer information regarding available external assistance such as counseling that the Adoptive Parent(s) may engage at the expense of the Adoptive Parent(s).

The Agency will provide information and referrals to appropriate resources should Adoptive Parents(s) inform the Agency of the wish to dissolve an adoption after it is finalized.

Unless specifically itemized and set forth in the contract under which the Agency provided adoption services to the Adoptive Parent(s) in the case for which dissolution is sought, the Agency will not provide any services other than information and referrals to Adoptive Parent(s) in support of the legal dissolution of the child, once such adoption is legally final, nor will the Agency provide any services to the Adoptive Parent(s) following such dissolution unless a new contract for services is agreed to and signed by both parties.

In the event any services are provided to the Adoptive Parent(s) following dissolution, the services will be provided pursuant to a new contract.

This policy shall apply in all Convention country adoption cases in which the Agency provides services.

The Agency staff and the Adoptive Parent(s) will seek to avoid dissolution of an adoption if that is in the best interest of the child.

### **NOTIFICATION TO ADOPTIVE PARENT(S)**

Under the direction of the Agency Director, the Case Worker assigned to the case or Director will inform prospective Adoptive Parent(s) in its written adoption services contract before adoption services begin, whether services will be provided if an adoption is dissolved or provides a plan describing its responsibilities (if any) if an adoption is dissolved.

IAN takes the concept of Dissolution and “re-homing” very seriously. As a placement and Home study agency, IAN takes on the responsibility of assisting families after the adoption process is completed, in order to avoid such instances. Therefore, IAN asks that the below steps are read and agreed upon for any adoption through IAN.



# International Adoption Net

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**Should an adoption come to the point of dissolution, the adoptive family agrees to follow the following procedures: (Please read and initial each line below).**

\_\_\_\_\_ I / We the adoptive family agree to inform IAN, the instant any concerns arise.

\_\_\_\_\_ I/We, the adoptive family, will reach out to IAN and our home study agency (if applicable) to locate local resources to assist with the needs causing the possible dissolution.

\_\_\_\_\_ I/We, the adoptive family, agree to work with IAN in order to find a suitable family to place our child with, should dissolution not be avoidable.

\_\_\_\_\_ Should the local resources not be a sufficient solution, and it appears dissolution is inevitable, I/ we, the adoptive family, agree to only place our child with a home study approved family who is working with a placement agency or attorney.

\_\_\_\_\_ I/We, the adoptive family, understand that placing our child without the knowledge or assistance of IAN can result in IAN calling the local police department, child protective services, and the U.S. consulate.

\_\_\_\_\_ I/We, the adoptive family, understand that placing our child without the knowledge and or assistance of IAN and/or our home study agency, can result in legal action taken against us.

By signing below, I/We are indicating that we have read and fully understand this policy.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



## **Additional Information Available Upon Request**

The following IAN information is available upon request: (1) The number of its adoption placements per year for the prior three calendar years, and the number and percentage of those placements that remain intact, are disrupted, or have been dissolved as of the time the information is provided; (2) The number of parents who apply to adopt on a yearly basis, based on data for the prior three calendar years; and (3) The number of children eligible for adoption and awaiting an adoptive placement referral via the agency or person. *22 CFR 96.39(b)(1)-(3)*.



**STATE OF COLORADO**  
DEPARTMENT OF HUMAN SERVICES  
OFFICE OF EARLY CHILDHOOD  
DIVISION OF EARLY CARE AND LEARNING  
1575 SHERMAN STREET  
DENVER, COLORADO 80203-1714

## PERMANENT CHILD CARE LICENSE

Provider ID: 41145

Service Type: CHILD PLACEMENT AGENCY ADOPTION

**MAILING:**

INT'L ADOPTION NET DBA ADOPTION NETWORK OF CO  
5600 GREENWOOD PLAZA BOULEVARD  
SUITE 259  
GREENWOOD VILLAGE, COLORADO 80111

**LOCATION:**

5600 GREENWOOD PLAZA BOULEVARD  
SUITE 250  
GREENWOOD VILLAGE, COLORADO 80111  
COUNTY: ARAPAHOE

License Effective Date: 03-09-2001

The licensee must comply at all times with the Child Care Act and the rules and standards of the Department of Human Services. The licensed premises and its records must be available for inspection at all times by the Department of Human Services or its authorized representatives. This license is valid only for the location address listed above and is not transferable to any other person, organization or location. The licensee must surrender this license to the Department of Human Services upon denial, revocation or suspension.

Numbers and ages of children cared for at the licensed premises must not at any time exceed:

Other conditions and restrictions:

Unique conditions:

Place Stickers Below



ANNIVERSARY DATE

EXECUTIVE DIRECTOR

THIS LICENSE MUST BE POSTED IN A PROMINENT LOCATION ON THE LICENSED PREMISES