

Adoption by Shepherd Care Contract for International Adoption Services

This agreement is set forth on this ____ day, of _____, 20__ between Adoption by Shepherd Care (ASC) and _____ for the purpose of the adoption of a child or children from the country of _____ (Agreement). As prospective adoptive parents, I/we agree to the following terms and to pay fees to ASC in accordance with my/our country specific fee schedule which is hereby incorporated into this Agreement by reference.

Acknowledgement of Receipt and Understanding:

_____ *Initial Information Disclosure:* I/We were provided a country specific Program Inquiry Packet upon initial contact, which included the following information: a description of ASC's adoption services policies and practices; eligibility to adopt from the specific country; a written fee schedule including ASC fees and estimated third party fees both in the U.S. and in the foreign country; a description of ASC's fee and refund policy; a sample adoption services contract; and information about supervised providers with whom I/we can expect to work in the foreign country and in the U.S. (if applicable). *22 CFR 96.39(a)*.

_____ I/We acknowledge and understand the refund policy as set forth in the country specific fee schedule and below. I/We also understand that ASC has the right to revise this policy at their discretion.

PAYMENT OF FEES AND REFUND POLICY

Fees will be charged by ASC in accordance with this fee schedule. Fees may be paid by credit card, money order, wire transfer or check made out to Adoption by Shepherd Care. *96.40(a)*. I/We understand that all funds applied to any services rendered listed above are non-refundable unless otherwise provided herein, whether or not the adoption is finalized. There are no other circumstances in which fees or expenses will be waived, reduced, or refunded. *(96.40(a))*.

It is the policy and practice of ASC not to customarily charge additional fees and expenses beyond those disclosed herein as part of the Adoption Services Contract. If unforeseen additional fees and expenses are incurred in Colombia, ASC would only charge such additional fees and expenses under the following conditions:

1. It discloses the fees and expenses in writing to the prospective adoptive parent(s); *(96.40(g)(1))*
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; *(96.40(g)(2)* 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. *(96.40(g)(3))*

If either party decides to withdraw from this adoption plan, I/we, the prospective adoptive parents, are aware that we are responsible for all fees through the day of termination. ASC will conduct an expense analysis at the close of the case to determine refunds to which the adopting parents may be entitled. Where any funds are advanced to cover fees or expenses not yet provided, such funds will be refunded via wire transfer or check mailed to the family within sixty (60) days of the completion of services. *96.40(d)*. All funds due to the adopting family shall be returned within sixty (60) days of completion of the delivery of services. Refunds may be provided via check or wire transfer. *(96.40(h))*.

By signing below, I hereby acknowledge having received this fee schedule prior to the submission of my/our application to ASC. *96.40(a)*. I understand the expected total fees and estimated expenses as well as the conditions under which fees or expenses may be charged, waived, reduced, or refunded, and of how and when fees must be paid. *(96.40(a))*

_____ I/We understand that ASC does not use any part of the adoption service fees paid by prospective adoptive parents for special services, such as cultural programs for adoptees, scholarships, or other services. *(96.40e)*

_____ I/We acknowledge that in compliance with 22 CFR 96.40 (g), Adoption by Shepherd Care, Inc. (ASC) has made a good faith effort to provide a comprehensive schedule of adoption fees. However, ASC cannot guarantee the

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final amount of a family's adoption fees and expenses. All fees, including ASC, foreign fees, and third-party fees, are subject to change, and I/we, the prospective adoptive parent (s) am/are required to pay the fees according to the prevailing fee schedule.

_____ I/We acknowledge that fees are subject to change at the discretion of Adoption by Shepherd Care. I/We understand and agree to pay for all services in full at the stated times or upon notice by ASC.

_____ I/We hereby agree that any person who enters into the contract has three (3) business days in which to cancel the contract. To cancel the contract, the person must notify the adoption entity in writing by certified United States mail, return receipt requested, no later than three (3) business days after signing the contract. If ASC is required to file suit to recover payment due and owing on an invoice, ASC will be entitled to recover attorney's fees and costs Pursuant to Section 57.105(7) and the terms of this contract. This agreement is governed by the law of Florida, regardless of conflicts of law. All disputes concerning this Agreement, or the relationships of the parties must be litigated solely in the Courts of Broward County, Florida, and all parties agree to the personal jurisdiction of the Courts of Broward County, Florida over them. In the event of litigation, ASC shall be entitled to prevailing party's attorney fees and court costs.

_____ *Complaint/Grievance Policy:* I/We acknowledge that we have read and received ASC's Complaint/Grievance Policy with this Agreement (96.41a). I/We also understand that ASC has the right to revise this policy at their discretion.

_____ *Preferential Treatment:* I/We understand that ASC does not give preferential treatment to its board members, volunteers, employees, agents, consultants, or independent contractors with respect to the placement of children for adoption. (96.39c)

_____ *Prohibition on Child Buying, Exploitation, and Trafficking:* I/We understand that ASC prohibits its employees, agents, and prospective adoptive parents from engaging in any practices related to child buying or the exploitation or trafficking of a child. ASC prohibits its employees, agents, and prospective adoptive parents from giving money or other consideration, directly or indirectly, to a child's parents, other individuals, or an entity as payment for a child or as an inducement to release a child for adoption. I/We understand that permitted or required contributions shall not be remitted as payment for a child or as an inducement to release a child. (96.36a)

_____ *Charitable Donations Policy:* I/We understand that ASC is currently registered as a 501(C)(3) Organization and can receive donations from individuals, groups, churches, and qualified organizations. All gifts are used to fulfill the goals, mission, and purpose of the agency. No gifts will be accepted to in any way or manner influence the placement or outcome of any adoption or any adoption services. ASC does not accept any gifts or donations from families while they are in the process of adopting either domestically or internationally, with the exception of donations collected by ASC for direct distribution of in-kind donations to children in-country. (96.33f)

_____ *Reasonable Efforts and Child Information Disclosure:* I/We understand that after I/we receive and/or accept the referral of a child from the country, I/we have the right to request additional medical or social information regarding the child and that ASC will make reasonable efforts to obtain that information from the Central Authority or similar entity in the child's country of origin (96.49g). It is the policy of ASC to present all available medical, social, or other pertinent information regarding the child to the prospective adoptive parents and to never withhold or misrepresent any such information. (96.49j)

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_____ *Referral Process:* I/We understand that barring any extenuating circumstances or country-specific guidelines which require a more expedited decision, we will have at least two weeks to review a referral, consider the needs of the child, consider my/our ability to meet the needs of the child, and to obtain physician review of medical information and other descriptive information, including video of the child if available, before the agency may withdraw the referral. (96.49k)

_____ *Post-placement reporting:* I/We understand that ASC will provide post-placement reports until final adoption of a child to the foreign country when required by the foreign country (96.50g). I/We understand and agree to abide by the post-placement requirements as outlined in my/our country specific fee schedule incorporated into the Agreement by reference (96.50(g)(1)). I/We agree that we will be required to provide all necessary information for the report(s) (96.50(g)(2)). ASC will provide post-placement reports only for Florida residents. Non-Florida families will have their post-placement reports prepared by the entity listed in the family's service plan. The country specific service plan is hereby incorporated into the Agreement by reference (96.50(g)(3)), which discloses who will prepare the reports and the fees that will be charged. All actual and estimated fees related to post-placement reporting, and the number of required reports are found in the fee schedule.

I/We understand, as prospective adoptive parents, that we are responsible for scheduling post-placement supervisory visits. If outside the State of Florida, I/we must schedule visits with a state-licensed child-placing agency that has signed a supervised provider agreement with ASC. I/We affirm that we will cooperate with the timely completion of the post-placement reports by making ourselves, the child, and other household members available for the post-placement visits, submitting photographs to ASC as required by the foreign country, and providing to ASC a copy of the child's adoption decree, Certificate of Citizenship, passport, birth certificate, and other requested documents. (96.50(g))

_____ *Post-adoption reporting:* I/We understand that ASC will provide post-adoption reports to the foreign country when required by the foreign country. I/We understand and agree to abide by the post-adoption requirements as outlined in my/our country specific fee schedule incorporated into the Agreement by reference. I/We agree that we will be required to provide all necessary information for the report(s). ASC will provide post-adoption reports only for Florida residents. Non-Florida families will have their post-adoption reports prepared by the entity listed in the family's service plan. The country specific service plan is hereby incorporated into the Agreement by reference. All actual and estimated fees related to post-adoption reporting are found in the fee schedule. (96.51(b)&(c))

I/We understand, as prospective adoptive parents, that we are responsible for scheduling post-adoption visits. If outside the State of Florida, I/we must schedule visits with a state-licensed child-placing agency that has signed an agreement with ASC. I/We affirm that we will cooperate with the timely completion of the post-adoption reports by making ourselves, the child, and other household members available for the post-adoption visits, submitting photographs to ASC as required by the foreign country, and providing to ASC a copy of the child's Certificate of Citizenship, passport, birth certificate, and other requested documents.

Disruption Plan (96.50(f))

A disruption means the interruption of a placement for adoption during the post-placement period (96.2). In the unlikely event of a disruption, ASC's responsibilities and the client family's responsibilities would be as follows (96.50(f)).

_____ In accepting a child referral, we understand that I/we are expressing our full commitment to that child.

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_____ I/We understand that after placement, if we are experiencing any stress, frustration, or emergencies that cause us to question the placement or adoption, we will immediately contact ASC for support. If intensive services become necessary for the adoptive family or the child, ASC will assist us in locating qualified professionals in our area.

_____ I/We understand that if there is an emergency or dire situation in which the placement is disrupted (prior to finalization) ASC will work to determine the best course of action for the child. We understand that the child's views when appropriate in light of the child's age, maturity, length of time in the United States, and other pertinent factors will be taken into account (96.50(f)(3)). When required by state law, ASC will ensure the consent of the child is obtained prior to removal from my/our home.

_____ I/We understand that in an emergency or in the case of an impending disruption of the placement during our time abroad, prior to finalization of the adoption, the Central Authority or similar entity will take legal authority and responsibility for the transfer of custody of the child. In an emergency, ASC will take legal authority and responsibility for the transfer of custody of the child when the child is in the United States. I/We understand that I/we, the prospective adoptive parents, will have full financial responsibility for the transfer of custody in a disruption situation. This includes, but is not limited to, all legal costs, counseling, medical care, transportation, and interim care. 96.50(f)(1).

_____ I/We understand that if a disruption of the adoption takes place after the child has arrived in the U.S., the child would only be returned to their country of origin as a last resort, in line with all applicable laws, and only if in the best interest of the child or children. This would also only be done after the Central Authority (if a Hague Convention country) and the U.S. Secretary of State have approved the return in writing. 96.50(f)(2).

_____ I/We understand that ASC must notify both the Central Authority of the foreign country and the U.S. Secretary of State in writing of any disruption. As soon as the situation has been assessed and ASC has determined the potential of a disruption, ASC will contact the Central Authority of the foreign country and the Secretary, through appropriate means of communication. 96.50(f)(4).

Dissolution Policy (96.51)

_____ In accepting a child referral, we understand that I/we are expressing our full commitment to that child.

_____ I/We understand that after placement and adoption, if we are experiencing any stress, frustration, or emergencies that cause us to question the adoption, we will immediately contact ASC for support. If intensive services become necessary for the adoptive family or the child, ASC will assist us in locating qualified professionals in our area.

_____ I/We understand that if there is an emergency or dire situation in which the adoption faces dissolution (after finalization), ASC will work to determine the best course of action for the child. We understand that the child's views when appropriate in light of the child's age, maturity, length of time in the United States, and other pertinent factors will be taken into account. When required by state law, ASC will ensure the consent of the child is obtained prior to removal from my/our home.

_____ I/We understand that in an emergency or in the case of an impending dissolution after finalization in the U.S., ASC may take legal authority and responsibility for the transfer of custody of the child. I/We understand that I/we,

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the prospective adoptive parents, will have full financial responsibility for the transfer of custody in a dissolution situation. This includes, but is not limited to, all legal costs, counseling, medical care, transportation, and interim care. 96.51(b).

_____ I/We understand that if a dissolution of the adoption takes place after the child has arrived in the U.S., the child would only be returned to the country of origin as a last resort and only if another appropriate adoptive placement could not be found in the U.S. This would also only be done after the Central Authority of the child's country of origin and the U.S. Secretary of State have approved the return in writing. 96.51(d).

_____ I/We understand that ASC must notify both the Central Authority of the child's country of origin and the U.S. Secretary of State in writing of any dissolutions. As soon as the situation has been assessed and ASC has determined the potential of a dissolution, ASC will contact the Central Authority of the country of origin and the Secretary, through appropriate means of communication.

Waiver of Liability (96.39d):

_____ I/We understand that ASC does not warrant or guarantee the information provided by birth parents or foreign entities. ASC does not conduct independent investigations to substantiate assertions made by birth parents or foreign authorities. ASC is not responsible for the concealment of information by birth parents, foreign authorities, or any other individuals or entities. ASC cannot warrant or guarantee that any birth mother received prenatal care or did not use any substances during the course of her pregnancy. ASC cannot guarantee the physical, emotional, or any condition of any child or children involved in any adoption. ASC recommends the prospective adoptive family consult with a medical specialist or international adoption clinic to review the child referral information and provide the prospective adoptive parents with an opinion regarding the information contained in the referral, or absence of such information, before accepting the referral of any child.

_____ I/We understand that in any adoption there may be legal risks and I/we, the prospective adoptive parents, may consult with an attorney regarding any specific adoption plan we are considering.

_____ I/We understand ASC acknowledges confidentiality is important and will not intentionally share identifying information about us, the prospective adoptive parents, without our consent. However, it is often necessary to coordinate with collaborative agencies, USCIS and other governmental entities, foreign governmental entities, and others in the process of an international adoption. During this process, ASC will share my/our information on a "need to know" basis. I/We hereby release and authorize ASC to exchange our identifying information with others as needed, related to our international adoption.

_____ I/We understand the process to accomplish an intercountry adoption from the country I/we have selected. I/we understand the emotional, financial, and legal risks that are involved with an international adoption. I/we understand that US immigration policy and/or foreign law could change during my/our adoption process. I/ We understand that ASC cannot warrant or guarantee that the circumstances surrounding the adoption plan will remain the same during the course of the adoption process.



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_____ I/We hereby affirm that I/we have been fully informed by ASC of the risks involved in proceeding with an adoption in the foreign country. I/We are aware that our application could be denied by USCIS or the foreign country. I/We are also aware that, even if our application is approved by USCIS and the foreign country and a child/ren is referred to us, a foreign judge could still refuse to give final approval of our adoption, and there may be nothing that the foreign Central Authority (or similar entity), ASC, or its representative could do at that point. I/We hereby affirm that, if I/we proceed with this adoption, I/we will not hold ASC or its representative responsible for the failure of our adoption process in the foreign country for any reason.

BY EXECUTING THIS DOCUMENT, I/WE ACKNOWLEDGE AND UNDERSTAND ALL THE RISKS OF ADOPTION AS SET FORTH IN THIS DOCUMENT AND HAVE DECIDED TO PURSUE AN INTERNATIONAL ADOPTION PLAN, KNOWING AND ASSUMING ALL THE MEDICAL, LEGAL, AND OTHER RISKS OF ADOPTION. NOTWITHSTANDING THE LIABILITY OF ADOPTION ENTITIES WHICH EXIST UNDER FLORIDA STATUTE SECTION 63, IN RECOGNIZING THAT ADOPTION BY SHEPHERD CARE IS A NOT-FOR-PROFIT CORPORATION IN FLORIDA. I/WE RELEASE ADOPTION BY SHEPHERD CARE, AND ITS EMPLOYEES, ATTORNEYS, SOCIAL WORKERS, INDEPENDENT CONTRACTORS, INDEPENDENT CONTRACT ATTORNEYS, INDEPENDENT CONTRACT SOCIAL WORKERS, SUPERVISED PROVIDERS INCLUDING FOREIGN SUPERVISED PROVIDERS, EXEMPTED PROVIDERS, PRINCIPALS, OFFICERS, SHAREHOLDERS, OWNERS, DIRECTORS, SUCCESSOR CORPORATIONS, AND AFFILIATES FROM ANY AND ALL LIABILITY.

Signature: _____
Prospective Adoptive Father

Signature: _____
Agency Representative

Prospective Adoptive Mother

Date: _____