



**Adoption ARK**  
**A Hague Accredited Agency**

Illinois Licensed Child Welfare Agency, # 429659-02  
830 S. Buffalo Grove Road #103  
Buffalo Grove, IL 60089  
T. (847) 215-2755 F. (847) 215-1899

www.adoptionark.org

Email: adopt@adoptionark.org

**Adoption Agreement Checklist**

Congratulations on your decision to adopt. You will soon find out, adoption is a wonderful, winding journey into parenthood. We want to make this process as easy for your family as possible. We have gone to great lengths to explain our obligations, and yours, in the attached Adoption Agreement. This agreement includes:

- \_\_\_\_\_ • The Adoption Contract  
(Please complete the first page, initial in the bottom right hand corner of each page and sign/date on page 17)
- \_\_\_\_\_ • Fee Schedule and Refund Policy  
(There is a place for initials in the bottom right corner of each page)
- \_\_\_\_\_ • Disclaimer Regarding International Adoptions  
(There is a place for initials in the bottom right corner of each page. Sign, date and notarize the last page)
- \_\_\_\_\_ • Prospective Adoptive Family Information  
(Completely fill out the information, printing clearly, in the blanks provided)
- \_\_\_\_\_ • Adoption ARK Client Policies and Procedures  
(Sign and Date)
- \_\_\_\_\_ • Adoptive Parents Rights and Responsibilities  
(Sign and Date)
- \_\_\_\_\_ • Authorization for Exchange or Release of Information  
(Sign and date)
- \_\_\_\_\_ • Prospective Adoptive Family Acknowledgement  
(Sign and date)
- \_\_\_\_\_ • Referral Acceptance Letter  
Please save in your records. This form is to be completed upon the acceptance of a referral of a child for adoption.

Upon completing each step, please mark it on this checklist and mail the complete agreement, along with the agency and documentation fee, to the **Illinois address** on the top of the page. Adoption ARK will send you a copy of your Adoption Contract, signed by an Adoption ARK representative, after all documents have been received at our office.

Thank you for choosing Adoption ARK. We look forward to helping you make your dream of adopting a child come true.

Sincerely,  
*Adoption ARK Team*



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**Adoption Services Agreement**

Adoption ARK, Inc., an Illinois non-profit, Hague accredited agency located at 830 Buffalo Grove Road, Suite 103, Buffalo Grove, IL, 60089, has been requested by the \_\_\_\_\_ (Last Name) Family, who desires to become adoptive parents, to assist in the international adoption process. Full Name(s) of the Prospective Adoptive Family:

\_\_\_\_\_

(hereinafter referred to as Prospective Adoptive Family or Applicant(s))

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

City, State & Zip code: \_\_\_\_\_

Email Address(s): \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_

Adoption ARK, Inc. (hereinafter referred to as Adoption ARK) is an international adoption agency which, among other services, arranges and facilitates international adoptions. This adoption services agreement outlines the obligations of both Adoption ARK and the Prospective Adoptive Family. Adoption ARK shall comply with all applicable laws and regulations associated with the adoption process but cannot provide legal advice to the Prospective Adoptive Family.

The Prospective Adoptive Family has chosen \_\_\_\_\_ as the preferred country of adoption.

The Prospective Adoptive Family has chosen \_\_\_\_\_ as the second country of choice for their adoption. In the event that the original country choice becomes unavailable, Adoption ARK will allow the Prospective Adoptive Family to apply the first installment of the adoption fees towards the second country choice if such switch is deemed necessary by Adoption ARK.

Preferred Youngest Desirable Age: \_\_\_\_\_

Preferred Oldest Desirable Age: \_\_\_\_\_

(Ages must fall within the country program's guidelines)

Select Gender Preference:  Boy  Girl  Either

This contract refers to the adoption of a "child" but the term "child" also reflects the adoption of unrelated children, the adoption of siblings, or all other situations where the adoption of children is concerned.

The Prospective Adoptive Family was referred by consultant:  
The Parent Coordinator for the Prospective Adoptive Family is:

(The Parent Coordinator will be assigned when Adoption ARK receives the original, signed adoption agreement in the Illinois office)

# I. ADOPTION ARK OBLIGATIONS

## A. General Services

Adoption ARK shall perform the following general services:

1. Inform the Prospective Adoptive Family about different international adoption programs and fees associated with adoption;
2. Inform the Prospective Adoptive Family about the documents needed for the adoption process in a specific country or countries;
3. Provide all necessary forms and/or written directions for the adoption dossier for a specific country;
4. Provide direct instruction and assistance to the Prospective Adoptive Family as to all necessary documentation;
5. Provide Post Placement / Post Adoption assistance for families that legally reside in the state of Illinois.
6. Provide general information and assistance to the Prospective Adoptive Family as deemed necessary by Adoption ARK regarding additional aspects of the adoption process.

## B. Identifying a Child

**The Prospective Adoptive Family acknowledges that children available for international adoption are referred and placed by the government of the country where the child resides and/or foreign agencies. Adoption ARK does not make placement of children for adoption or provide, procure or refer children for adoption. The Prospective Adoptive Family further acknowledges that the services provided by Adoption ARK do not include evaluating or making recommendations regarding the medical and/or social histories of children available for adoption or the medical and/or other conditions affecting children referred for adoption.**

The term "Preferred Child" is used to describe a child of a defined age and gender. The term "Referral" is used to describe the child's information, sent by official letter or provided in person, to the prospective adoptive family by the foreign government that is deemed by the foreign government to be available for adoption. Depending on the law of the country of adoption, referrals can be provided prior to the Prospective Adoptive Family's travel or while the Prospective Adoptive Family is in the country.

Prior to or during the Prospective Adoptive Family's travel to the child's country of residence, Adoption ARK shall:

1. Assist in acquiring the assignment of a child by the foreign government authority for potential adoption prior to travel or to assist the Prospective Adoptive Family in locating and identifying a child while the Prospective Adoptive Family is in the foreign country to the extent such child is available, and fits the criteria given by the Prospective Adoptive Family (to the extent permitted by the country of child's residence);
2. If permitted and provided by the foreign Central Authority or other government body, Adoption ARK will provide all available social, medical and/or other information on a child if such information was presented to Adoption ARK or the travel coordinator handling the Prospective Adoptive Family's case, as well as updates on a child, if available, or specify reasons why not available;
3. The Prospective Adoptive Family is allowed 14 days to make a decision to accept or decline the child referral for all Hague Convention cases. Adoption ARK generally allows 14 days for all cases unless circumstances require a faster decision;

**According to the laws of some countries, medical, social and/or all other information about a child is considered highly confidential and can be provided to the Prospective Adoptive Family directly and only when they are present in the country. Adoption ARK relies on the foreign government to provide referrals and information and does not guarantee the accuracy or reliability of such information.**

**C. Adoption Documentation**

Adoption ARK shall prepare and/or review with the Prospective Adoptive Family the following documents:

1. The adoption dossier, which is comprised of all documents and forms presented by the Prospective Adoptive Family;
2. The Adoption Home Study approving of Prospective Adoptive Family, is required for an adoption and must be performed by Adoption ARK or an agency which has signed an Interagency Agreement with Adoption ARK. The Prospective Adoptive Family shall submit such information to Adoption ARK as shall be required for such Home Study, as well as such documentation as is required by the child's country of residence. The Prospective Adoptive Family agrees to cooperate fully with Adoption ARK or its designee and to provide truthful, complete, and accurate information for such Home Study. Adoption ARK shall rely on the information provided to it by the Prospective Adoptive Family and shall make no independent verification, except as otherwise required by applicable law, as to the truthfulness, completeness or accuracy of the provided information. Further, the Prospective Adoptive Family agrees that Adoption ARK shall have no responsibility or liability for any information relied upon that is not truthful, complete, or accurate and to which no independent verification was required by applicable law.

**D. In-Country Assistance**

Adoption ARK will provide step-by-step instructions to the Prospective Adoptive Family regarding the adoption process and travel.

In Russia and Bulgaria, Adoption ARK has contractual agreements with Partners, who are accredited and/or licensed in the country of adoption. Hand in Hand International Adoption of Colorado is Adoption ARK's partner in Russia and Happy Families is accredited by the Central Authority of Bulgaria to work with families seeking to adopt from Bulgaria.

While the Prospective Adoptive Family travels to the country of adoption, Adoption ARK shall assist through its partners, if applicable, and travel coordinators in the following:

1. Communication with foreign authorities and orphanage personnel;
2. Assistance with arranging translation services while in the foreign country;
3. Assistance with hotel booking and ground transportation, if necessary;
4. Cooperation with local and regional authorities in the country of adoption in order to complete the legal portion of the adoption and be represented at the court hearing overseas.

If the law of the country permits, the Prospective Adoptive Family shall be given an opportunity to personally visit the child assigned to them prior to the court hearing and to make the decision to adopt the child or any other child from the orphanage/region where children are available for adoption and referred to the family by the regional authorities. Such visits, however, may depend on the good will and assistance of the local authorities and other third parties.

**The Prospective Adoptive Family understands and agrees that Adoption ARK has no influence over or responsibility for the final decision on the adoption process; as such decision is made only by the authority of the competent jurisdiction. The Prospective Adoptive Family further understands and agrees that Adoption ARK shall not be responsible or liable for any decision in the adoption process made by the court or authorities of competent jurisdiction that is adverse to the Prospective Adoptive Family nor is Adoption ARK responsible or liable for any loss, financial or otherwise, to the Prospective Adoptive Family as a result of such adverse decision.**

**E. Post Placement and Post Adoption Assistance**

Upon placement of the child with the Prospective Adoptive Family, Adoption ARK shall provide instructions regarding Post Placement / Post Adoption information required from the Prospective Adoptive Family in accordance with the law and requirements of the child's country of residence. The fees associated with Post Placement / Post Adoption procedures are disclosed in the fee section. Adoption ARK provides Post Placement / Post Adoption services to all families that legally reside in Illinois and that used Adoption ARK Home Study services.

**II. PROSPECTIVE ADOPTIVE FAMILY OBLIGATIONS**

The Prospective Adoptive Family is required by law to comply with several rules and obligations regarding the adoption process, including Post Placement / Post Adoption procedures. The Prospective Adoptive Family agrees to comply with the rules and obligations outlined below in regard to the adoption process, referral process, Post Placement / Post Adoption procedures, and any other requirements of applicable law. The Prospective Adoptive Family agrees and understands that Adoption ARK shall not be responsible or liable for any loss, financial or otherwise, resulting from the Prospective Adoptive Family's failure to comply with its obligations as required by this Agreement and applicable law.

**The Prospective Adoptive Family is required to provide to Adoption ARK complete and accurate information regarding its members' criminal backgrounds, history of illnesses, violence, and other relevant information prior to signing the Agreement. Such information is required by the child's country of residence and by local law. Adoption ARK may require additional evaluations by a psychologist, psychiatrist, and/or the Home Study agency. Adoption ARK may terminate this Agreement if these reports are deemed unacceptable by Adoption ARK; Please see the refund policy located in the Fee Schedule.**

**A. Adoption Process**

In order to ensure the best chances of a successful international adoption, the Prospective Adoptive Family must comply with the following prerequisites for adoption:

1. To evaluate their finances prior to entering this Agreement and agree to take full responsibility over an adopted child's medical care, psychological care, and care for the child's general well-being in the same manner in which they are expected to care for a biological child;
2. To cooperate with the efforts of Adoption ARK and all of its representatives in the United States and/or a foreign country to accomplish adoption of a child from abroad and to abide by all instructions and directions provided by Adoption ARK. Failure to comply with Adoption ARK instructions may result in termination of this Agreement;
3. To act in a respectful and courteous manner towards any Adoption ARK staff member, foreign attorney, and travel coordinators, as well as foreign government

- , and judicial authorities;
4. To review and comply with the Client Policies and Procedures;
  5. To provide reasonable access to the Prospective Adoptive Family home for purposes of study and/or evaluation, if required;
  6. To complete the legal process of the adoption in the United States through a licensed Home Study agency. Home Studies are only accepted from licensed child-placing agencies. Studies prepared by independent contractors are not accepted. Adoption ARK can provide assistance in locating local service agencies so that studies meet Adoption ARK requirements;
  7. To disclose true and complete information to the Home Study preparer. After approval for adoption, the Prospective Adoptive Family understands that they must maintain ongoing approved status;
  8. To complete the psychological evaluation and all other designated documents through state and/or government authorities regulating international adoption in the United States;
  9. To fully and accurately complete all required forms, statements, documents, and questionnaires required by Adoption ARK and its representatives in the United States and/or a foreign country;
  10. To maintain the following documents within expiration terms: CIS approval, Illinois DCFS Approval (if applicable), fingerprints, Home Study, Home Study agency license, medical clearance, police clearance, visas to foreign countries, and any other documents and/or paperwork which are time sensitive;
  11. To complete all documents required for the legal process of adoption, as required by the United States and the foreign country;
  12. To apply and obtain a FedEx account number for the transport of the Prospective Adoptive Family's adoption documentation;
  13. To certify to Adoption ARK that each Adoptive Parent has received instruction and training regarding the medical and social conditions that may be experienced by internationally adopted children. The Prospective Adoptive Family must also have a written plan for respite care, counseling and medical treatment which must include information about a Physician and Psychologist that has been identified prior to the adoption;
  14. To show proof of the approved international adoption training of no less than ten hours, on subjects such as international adoption process, risks, delays, complications associated with adoption, medical and psychological issues that adopted children might have (including but not limited to, reactive attachment disorder (RAD), Fetal Alcohol Syndrome (FAS), Post-Traumatic Stress Disorder (PTSD), adjustment disorder); legalization of adoption in the United States and cultural aspects of adoption. Adoption ARK requires ten (10) hours for prospective adoptive families adopting internationally.. Adoption ARK allows out of state families to complete training online at Adoption Learning Partners ([www.adoptionlearningpartners.org](http://www.adoptionlearningpartners.org)). Illinois families are required to complete six (6) hours of in-person training according to rule and procedure 401 of IL DCFS through the provider approved by DCFS for Adoption ARK clients. The next four (4) hours of training shall be selected from a list of approved web-based trainings. A list will be provide by your Home Study Worker. An additional four (4) hours is required for families adopting children with Special Needs (including older children, interracial adoption and medical, psychological needs) the training has to be specific for the child's needs. Illinois families that use Adoption ARK for international adoption services only, can complete their training with their Home Study agency with written permission from Adoption ARK. The Prospective Adoptive Family must present Adoption ARK with a certificate of completion. An additional interview with a Supervisor covering the

content of training may be required if training was completed outside of Adoption ARK;

15. To arrange for health insurance for their adopted child before finalization of the adoption. A copy of the child's proof of insurance must be provided to Adoption ARK;
16. To provide Adoption ARK with a list of contact information for obtaining counseling and medical services in their area of residence for the purpose of resolving adoption related issues;
17. To inform Adoption ARK of any changes in the attitude within the Prospective Adoptive Family toward the adoption case including but not limited to any doubts, changes in the ability to adopt, changes in the financial situation, changes in marital status, changes to criminal record, contact information, address, and/or health situation of the Prospective Adoptive Family;  
To pay all fees related to the adoption process, such as the total fees specified in this Agreement, and other fees related to the adoption process and identified on the Fee Schedule attached hereto. The Prospective Adoptive Family understands that the fees associated with the foreign part of the adoption process are subject to change and are regulated by entities other than Adoption ARK; therefore, Adoption ARK is not liable for changes and is not responsible in any way for the resulting additional costs;

**B. Referral Process and Foreign Process**

1. To review information about the child referred by the foreign government and discuss any concerns regarding the child's health, social history, and/or any other areas of concern with a board certified physician or a licensed social worker. The Prospective Adoptive Family must notify Adoption ARK, in writing, as to their decision about whether to pursue the adoption of the referred child or, if they so choose, their denial of the referred child, within 14 days of receipt of the referred child's information for Hague Convention cases and 14 days or less for all other cases.
2. To provide Adoption ARK with all necessary documents for conducting legal procedures in a foreign country no later than five (5) months after signing this Agreement. The Prospective Adoptive Family must request an extension, in writing, if more than five (5) months is needed to complete the dossier. If the Prospective Adoptive Family fails to submit the entire package of paperwork and does not submit a request for an extension, then the Prospective Adoptive Family is subject to forfeiting their place in line and the adoption will be put on hold. If placed on hold, the Prospective Adoptive Family can resume their place in line within 12 months of being placed on hold. If, after 12 months, the Prospective Adoptive Family has not resumed the adoption process with Adoption ARK then the Adoption Agreement will be terminated (please see refund policy);
3. To follow all instructions given by Adoption ARK and its partners, staff and travel coordinators in the United States and/or the foreign country. If the family takes charge for any minor or major decision, the family should inform Adoption ARK immediately about their decision and sign a waiver for Adoption ARK immediately upon request;

**C. Post Placement / Post Adoption Obligations**

1. To register their adopted child with the consulate or embassy of the child's country of origin and to fulfill all Post Placement / Post Adoption requirements as well as with a government body of the country of the child's origin, if so required. Post Placement / Post Adoption report procedures and schedules are administered by the foreign country and adoptive parents will be responsible to comply with any changes. The Prospective Adoptive Family agrees that failure to comply with these obligations will jeopardize future adoptions and therefore

- cause loss of business to Adoption ARK, therefore Adoption ARK has a right to recover any such financial loss and initiate legal actions in order to do so;
2. To register a child adopted from Russia with Ministry of Foreign affairs before the Prospective Adoptive Family leaves the country;
  3. To inform the Home Study agency and the Department of Children and Family Services of the child's arrival to the United States and schedule a Post Placement/ Post Adoption appointment;
  4. To provide to Adoption ARK the Post Placement/ Post Adoption reports, as required by the country of adoption, within the required time frame without any delay and without refusing. In addition, Adoption ARK may request an additional report on the well-being of the adopted child with pictures of the child and family, medical records of doctors' visits, the adoption decree, and a copy of the child's birth certificate. All reports must be notarized and apostilled (dependent upon country). Two originals and two copies are required unless otherwise specified;
  5. To inform Adoption ARK about any decision to disrupt or dissolve an adopted child placement immediately. Adoption ARK must also be provided with information of the child's new placement, agency, or agents involved in the process of the child's new placement along with written obligations of the new family to provide Adoption ARK with Post Placements/Post Adoption reports.

**All third party fees associated with the services listed in Section II are the sole responsibility of the Prospective Adoptive Family.**

### **III. DISCLAIMERS**

#### **A. Disclaimers made by Adoption ARK and Agreed to by Prospective Adoptive Family**

1. The Prospective Adoptive Family understands that all adoption time frames are estimated and cannot be guaranteed.
2. While Adoption ARK makes every effort to ensure that communication and travel are organized in the best manner possible, the Prospective Adoptive Family understands that Adoption ARK must deal with the agencies of government, private businesses and third parties in the country of residence of the child and that such third parties are beyond the control of Adoption ARK. Therefore, Adoption ARK cannot assume responsibility for conduct and actions of such third parties; families shall rely only on representations made by their parent coordinator or an Adoption ARK Supervisor.
3. The Prospective Adoptive Family acknowledges and understands that they are not paying Adoption ARK or Adoption ARK's travel coordinators' or partners' to buy a child. Adoptive Families understand and agree that they are paying for Adoption ARK's services and/or Adoption ARK's partners' or travel coordinators' time, experience, knowledge, guidance, service, materials, and overhead during the period that they are Adoption ARK's client in seeking to adopt a child from a foreign country.
4. All adoptions are done in the best interest of the children. All country officials involved in the adoption process believe that a child of either gender has a right to be placed with a family, and the gender preference of the Prospective Adoptive Family may not be honored by the foreign officials.
5. It is possible for a program to become inactive or close due to changes in the foreign government's policies on adoption, revision of adoption laws, etc. If the situation does not resolve in a reasonable timeframe, the board of directors, upon recommendation of the executive director, may close the program. If a family's case becomes inactive and their dossier paperwork has been expired for more

than six (6) months, they will be contacted via mail. The family must then decide between the following options: 1) to update their paperwork within 30 days, 2) to switch to another country, or 3) to close their case.

6. Adoption ARK is not responsible for any interruption, suspension, change or delay of the adoption process, as well as for additional financial costs in the United States or in other countries as the result of an amendment of current adoption laws and regulations, or bureaucratic mistakes or delays in the country of adoption and/or in the United States.
7. In providing services to the Prospective Adoptive Family, Adoption ARK may request a Power of Attorney from the Prospective Adoptive Family to the travel coordinators and translators for the purpose of complying with foreign laws. Adoption ARK may hire foreign translators, travel coordinators and other persons providing services in foreign countries for international licensing purposes. However, travel coordinators, translators, lawyers, drivers, and all other persons performing services to the family related to the adoption process and travel arrangements are providing services as independent adoption facilitators and are not employees of Adoption ARK. Such persons are only authorized to assist the Prospective Adoptive Family in the preparation of documents and the presentation of those documents to foreign authorities. Such persons are not authorized to obtain for, or present to, the Prospective Adoptive Family any medical or other information regarding any child available for international adoption, and the Prospective Adoptive Family should not rely on any such information received from such persons. Adoption ARK has neither control over, nor the right to control, activities of travel coordinators, translators and other persons providing services in foreign countries. Accordingly, Adoption ARK cannot and does not assume responsibility for the conduct of such persons, irrespective of the fact that such persons may be paid all, or a portion of, the foreign program fees payable by the Prospective Adoptive Family. Because Adoption ARK has no control over any of the activities occurring in any foreign country, or information received from foreign government authorities, the Prospective Adoptive Family is responsible for verifying the substance and accuracy of the translation of any documents received by the Prospective Adoptive Family in a foreign country before leaving the foreign country with an adopted child.
8. All procedures conducted by Adoption ARK in the country of a child's residence are regulated by the laws, rules and regulations of that country and are subject to change without notice.
9. The Prospective Adoptive Family fully understands and agrees that there are many risks and uncertainties associated with the foreign adoption procedure and its outcome. This Agreement is not intended to guarantee placement of a child. Efforts to adopt children from a foreign country involve circumstances that are beyond Adoption ARK's control and that may interfere with or interrupt the adoption process. Adoption ARK takes all reasonable precautions to anticipate and reduce such risks, but cannot assure its efforts will always prove successful. Adoption ARK cannot guarantee the outcome desired by the Prospective Adoptive Family. **The Prospective Adoptive Family understands that the fees they pay are service fees and not a child placement fee.**
10. Adoption ARK may provide referral information to the Prospective Adoptive Family upon receiving the documents that are initially required by the foreign country. However, receiving referral information does not guarantee placement of a child with the Prospective Adoptive Family. The Prospective Adoptive Family agrees to comply with all other United States and foreign requirements for adoption, such as immigration approval, psychological evaluation, medical

information, financial information, etc., subsequent to receiving referral information.

11. **Adoption ARK has no legal rights to promise, hold or give a referral to the Prospective Adoptive Family for a particular child.** Adoption ARK will make its best efforts to work with the Prospective Adoptive Family toward adoption of a “preferred” child and to facilitate another referral if the preferred child becomes unavailable but the final decision regarding the referral is made only by the referring country.
12. The Prospective Adoptive Family understands and agrees with all conditions mentioned in section 4, “Assumption of Risks”. If the adoptive parents desire additional information concerning a prospective adoptive child, they may seek additional medical advice, at the adoptive parents’ sole expense, from the foreign orphanage, medical or other professionals as deemed necessary by the Prospective Adoptive Family. If the Prospective Adoptive Family is not satisfied with the health condition of a particular child for any reason, the prospective adoptive family is not required to proceed with the adoption of the child.
13. The Prospective Adoptive Family fully understands that living conditions in a foreign country as well as transportation, food, water, medical care etc. may be different than those in the United States and may not be similar to standards accepted in the United States. The Prospective Adoptive Family releases Adoption ARK from any responsibility for any injury or death that could occur to an adoptive child, the Prospective Adoptive Family members, and/or Prospective Adoptive Family’s relatives and/or friends as a result of these in-country conditions. It is the sole obligation of the Prospective Adoptive Family to research information about the country and its politics, socio-economic situations and living conditions, and evaluate willingness to travel to the foreign country. Adoption ARK does not have any liability over life, health or possessions of anyone travelling to a foreign country.
14. Adoption ARK is not legally or financially liable for any bodily injury up to and including death, seen or unforeseen financial loss or impact due to any part of the adoption process, within the United States or any foreign country.
15. Adoption ARK is not legally and/or financially responsible for the absence, inaccuracy or uncertainty of any medical, social or any other information regarding any specific child, provided to Adoption ARK by the orphanage, foreign country officials, and/or provided to the Prospective Adoptive Family directly by the country officials. The Prospective Adoptive Family should seek consultation from a licensed physician or other specialist. Adoption ARK does not guarantee the accuracy or completeness of information provided in regards to any specific child or translation of such information. The Prospective Adoptive Family fully understands and agrees that the medical information and/or psychological profile are subject to interpretation due to cultural differences, and therefore is highly unreliable. The medical diagnosis or condition given to a child by orphanage personnel may not be consistent with United States medical interpretation of this diagnosis.
16. Adoption ARK may provide referral information to the Prospective Adoptive Family upon receiving the documents that are initially required by the foreign country. However, receiving referral information does not guarantee placement of a child with the Prospective Adoptive Family. Additional information is required, and the Prospective Adoptive Family agrees to comply with all other United States and foreign requirements for adoption, such as immigration approval, psychological evaluation, medical information, financial information, etc., subsequent to receiving referral information. The Prospective Adoptive Family agrees to comply with the requirements in this paragraph in a timely

- manner. In cases where such information is not obtained in a timely manner, Adoption ARK may withdraw a referral in order to protect the best interest of a child. If the Prospective Adoptive Family is denied USCIS approval and/or has an unfavorable psychological evaluation, Adoption ARK will terminate the contract with the Prospective Adoptive Family and all paid fees will be retained.
17. Adoption ARK cannot guarantee a return of the dossier to the family once the dossier is submitted to a foreign country.
  18. Any refundable fees, outlined in the refund policy, will not be refunded until the Prospective Adoptive Family terminates this Agreement in writing and in accordance to the termination procedures.
  19. If the child is escorted by an Adoption ARK foreign representative, the Prospective Adoptive Family agrees to sign a waiver, prior to the child being escorted, assuming all risks associated with such escort.
  20. The foreign law and regulations regarding the Post Placement/ Post Adoption report may change without notice either before or after completion of an adoption by the Prospective Adoptive Family, and such laws, regulations and requirements may be applicable to the Prospective Adoptive Family retroactively. By signing this agreement, the Prospective Adoptive Family expressly agrees that a failure to timely comply with any of the Post Placement / Post Adoption reports or registration requirements for a child adopted by a Prospective Adoptive Family, whether now or hereafter in effect, will result in immediate and irreparable harm to Adoption ARK. The Prospective Adoptive Family agrees that damages resulting from such a failure are not readily susceptible to being measured in monetary terms and that the remedy at law for any such failure will be inadequate. Accordingly, the Prospective Adoptive Family agrees that, upon adequate proof of failure to comply with any applicable Post Placement / Post Adoption requirements or registration requirements by the Prospective Adoptive Family, in addition to any other remedy available to Adoption ARK under this Agreement or otherwise, including the recovery of monetary damages from the Prospective Adoptive Family, Adoption ARK will be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or future failure, Adoption ARK will be entitled to an order that the Prospective Adoptive Family specifically complete the Post Placement/ Post Adoption report or registration, and Adoption ARK may recover from the Prospective Adoptive Family the attorney fees incurred by Adoption ARK in enforcing the agreements made by the Prospective Adoptive Family in this Agreement.
  21. In the event of disruption or dissolution of the child's placement, the Prospective Adoptive Family accepts all expenses, including but not limited to counseling, medical care, transportation of the child, temporary care, and transfer of custody, and assumes all legal responsibilities. The Prospective Adoptive Family agrees to abide by the Post Placement / Post Adoption report process by making certain that all reports are completed by the subsequent adoptive parents. All parties agree to act in the best interest of the child. The child should be returned to the country of origin only if it is in the best interest of the child and approved by the Central Authority of the country of origin. Adoption ARK has a right to notify the Central Authority of the child's country of origin about the possible return of an adopted child to the country. The Prospective Adoptive Family must cooperate with Adoption ARK in all legal matters associated with those procedures.

**The Prospective Adoptive Family fully understands and agrees that they have made their decision to enter into this Agreement based upon their own independent review and any other documents or information deemed relevant by the Prospective Adoptive Family, and have not relied on any representation or warranty by Adoption ARK or anyone acting for**

or on behalf of Adoption ARK, other than as expressly set forth in this Agreement.

#### IV. ASSUMPTION OF RISKS

The Prospective Adoptive Family understands, agrees and accepts that the adoption process involves a variety of risks associated with the adopted child. Outlined below are several, but not all, associated risks. The Prospective Adoptive Family hereby accepts all risks associated with the adoption process, including, but not limited to, those risks outlined below, and understands and agrees that Adoption ARK shall maintain no responsibility or liability for the Prospective Adoptive Family's assumption of such risks.

Upon obtaining all necessary legal approvals of the foreign and United States Governments and judicial authorities for adoption of the child, the Prospective Adoptive Family shall assume full parental responsibility for the care of the child, including food, shelter, medical care, education and all other matters necessary for the welfare of the child and all parental responsibilities after the court decision. In cases where adoption is not finalized abroad, parents assume all legal and financial responsibility for the child, including but not limited to, transportation, food, shelter, medical and psychological care.

**A. The Prospective Adoptive Family fully understands, agrees, and accepts that international adoptions may involve a variety of risks associated with an adopted child including but not limited to the following:**

Hepatitis A, B, and C	Premature Birth	Salmonella	Learning Disabilities
HIV	Physical Abuse	Pneumonia	Mental Retardation
Tuberculosis	Sexual Abuse	Depression	Genetic Disorders
Attachment Disorder	Chronic Infection	Parasites	Mental Illness
Developmental Delays	Chronic Ear Infections	Chronic Sinus Infection	Fetal Alcohol Syndrome
Malnutrition	Vitamin Deficiency	Head lice	Scabies
Syphilis	Orthopedic Problems	Skin Rashes	Hernia
Tooth Decay	Vision Problems	Hearing loss	<b>Or, OTHER ISSUES</b>

**In addition to the conditions listed above, the Prospective Adoptive Family fully understands, agrees, and accepts that international adoption may involve a variety of risks associated with an adopted child including but not limited to the following:**

1. The child may arrive with physical, emotional and/or developmental problems, which have not been diagnosed or have been diagnosed but not disclosed by the foreign orphanage, or have been misdiagnosed. The Prospective Adoptive Family may seek additional medical advice at their sole expense;
2. Medical information, social information, developmental information and any other information given to a prospective adoptive family about a child that is available for adoption is extremely unreliable (both in the original text and the translated text);
3. When seen in person, the child may appear smaller, thinner, paler, and less nourished than on the photo/ picture. The child may have developmental or mental conditions that are not foreseen due to misdiagnoses and/or are newly developed from genetics and/or the biological family or institutional environment.

4. The majority of children in the orphanages are placed there due to neglect, abuse, abandonment or medical conditions. It is entirely possible that your adopted child may have experienced sexual, emotional, physical, mental or any other form of abuse during his or her lifetime and that this information may be known only to the child.
5. Adoption ARK will not guarantee that your child did not experience abuse within his/ her lifetime, and the Prospective Adoptive Family understands and agrees to hold Adoption ARK legally and financially harmless of any such acts as:
  - a. Abuse that could exist or has existed and is disclosed/not disclosed by the orphanage, government authorities, foreign officials and/or others at any time prior to the adoption or in the future;
  - b. It is possible that the child was born to parents who abused alcohol, drugs and/or tobacco, and may or may not exhibit symptoms of Fetal Alcohol Syndrome/ Fetal Alcohol Effects or other medical, mental or emotional complications now or in the future;
  - c. There is a risk that your child could have Reactive Attachment Disorder, Attachment difficulties, Complex Developmental Trauma and/or other psychological conditions due to neglect, abuse and/or maladaptive care;
  - d. There is a risk that a biological parent, relative, or citizen of the country where the child is located may adopt the preferred child. The adoption law of each country protects the best interests of children. The Hague Convention on the Protection of the Children's Rights defines the best interests of children as: to remain in the care of his or her family of origin or to find a permanent family for a child in the country of origin. Therefore, there is a risk that a child might be taken away by the living relatives or adopted by citizens of the country where the child is located prior of the issuance of the final adoption decree (final official written approval).
6. The Prospective Adoptive Family agrees and acknowledges that substantial and extensive risks are involved in the international adoption of a child in that there can be no assurance of the physical or emotional condition of an adopted child until after, and sometimes long after, an adoption is completed.
7. The Prospective Adoptive Family agrees and acknowledges that by providing services, Adoption ARK cannot make, has not made, and will not make any such assurance, and that by providing its services to the Prospective Adoptive Family, Adoption Ark cannot make recommendations as to whether the Prospective Adoptive Family should pursue the adoption of any child. As a result Adoptive Family agrees that Adoption Ark will not be liable to the Prospective Adoptive Family, under any circumstances, either at law or in equity, for incidental, consequential, special, indirect, or other damages arising out of the adoption of a child by the Prospective Adoptive Family.
8. If the Prospective Adoptive Family wishes to disrupt/dissolve the adoption after the child is brought to the United States for any reason whatsoever, Adoption ARK is not qualified to assist with the services associated with disruption/dissolution and Adoption ARK is not legally, financially or otherwise responsible for disruption/dissolution. Adoption ARK will not provide services associated with dissolution/disruptions of adoption but will provide consultation and referrals to professionals for such services, as it is required by Adoption ARK policy.
9. The timeline for completion of an international adoption varies and Adoption ARK is not responsible for delay, changes to the process which result in delay, interrupted travel plans, prolonged travel or cost associated with the delay or

- change in itinerary;
10. The law, the process, the ages of available children, and the rules and requirements in regards to international adoption is subject to change and the Prospective Adoptive Family should prepare and comply accordingly;

**The Prospective Adoptive Family is required to certify in writing that they have received pre-adoption education regarding the risks noted above and that they have received training on how to parent an internationally adopted child that may have been exposed to the risks noted above.**

## V. INDEMNIFICATION

### A. Indemnification and Hold Harmless

1. The Prospective Adoptive Family hereby agrees to indemnify and hold harmless Adoption ARK and the other indemnified parties to the fullest extent permitted by law, from and against any and all losses, claims, damages, obligations, penalties, judgments, awards, costs, disbursements, liabilities (including amounts paid in settlement) and expenses (including, without limitation, all attorneys and other out-of-pocket expenses or otherwise) (collectively "Losses") based upon, arising out of or in any way relating to:
- This Agreement;
  - Any oral or written information provided by Adoption ARK or the Other Indemnified Parties to the Prospective Adoptive Family;
  - The adoption process;
  - Any and all health related issues of the adopted child;
  - Any and all developmental issues of the adopted child;
  - Adoption travel;
  - An impeded, disrupted, or dissolved adoption;
  - Pain and suffering, emotional or otherwise;
  - The Post Placement / Post Adoption process;

The Prospective Adoptive Family agrees to indemnify and hold harmless Adoption ARK and the Other Indemnified Parties, to the fullest extent permitted by law, in respect of any Losses which are finally determined to have resulted due to lack of information, admissions that are untrue but not purposely misleading, information that has changed during the course of the adoption and other actions not due to gross negligence made by Adoption ARK or the Other Indemnified Parties in fulfilling their duties under this Agreement. The Other Indemnified Parties means and includes (i) Adoption ARK'S affiliates; (ii) the respective members, principals, partners, directors, officers, agents and employees of and counsel to Adoption ARK and its affiliates; (iii) each other person, if any, controlling Adoption ARK or any of its affiliates, and (iv) the successors, assigns, heirs and personal representatives of any of the foregoing.

## VI. CONFIDENTIALITY AND EXCLUSIVITY

### A. Adoption ARK and the Adoptive Family Agree to the following:

1. While this Agreement is in effect and/or upon termination of this Agreement, Adoption ARK agrees to keep all Prospective Adoptive Family information confidential with the exception of all third-party involvement in dossier processing or approval (translator, foreign government officials, and travel coordinators). Upon completion of this Agreement, Adoption ARK may use recommendation letters written by adoptive parents, pictures, and/or videos related to the adoption for the purpose of advancing Adoption ARK'S adoption programs UNLESS prohibited by the adoptive parents in writing.

2. While this Agreement is in force, the Prospective Adoptive Family hereby WAIVES any right to contact any foreign government official, organization or orphanage directly or through any other party. Failure to follow this obligation can delay or jeopardize the adoption process and forfeiture of any fees paid to Adoption ARK;
3. The Prospective Adoptive Family fully understands and agrees not to divulge, transfer, utilize, instruct, contract, copy, or consult directly or indirectly any Adoption ARK materials, including but not limited to e-mails, instructions, agreement, and/or any information such as information regarding monies paid, the adoption process, or overseas partner or travel coordinator's name or contact information for the purpose of initiating, building, consulting or purchasing an adoption agency or service related business or provide such information to any adoption agency, any U.S. or foreign country official or any individuals, including prospective adoptive parents, for a period of 36 months from the signing of this Agreement, regardless of the status of the case, without notarized, written consent by an Adoption ARK United States Facilitator;
4. Adoption ARK is obligated to protect the confidentiality of children, parents, and the adoption case. The Prospective Adoptive Family agrees to protect the confidentiality of children by not disclosing any confidential information such as names of referrals, photos of referrals, identifying information about referrals, names of regions, foreign partner or travel coordinator's names or the like on the internet, in chat rooms, or to other agencies.
5. The Prospective Adoptive Family fully understands and agrees not to contact Adoption ARK'S travel coordinators or partners directly before, during or after the adoption without written consent by an Adoption ARK United States Facilitator.
6. The Prospective Adoptive Family agrees to work exclusively with Adoption ARK (and its third parties selected to assist) and not to request that another agency or facilitating organization simultaneously pursue an adoption of any child in the country in which Adoption ARK'S services are engaged. The Prospective Adoptive Family agrees to disclose to Adoption ARK any prior relationships with any and all other adoption agencies or intermediaries. The Prospective Adoptive Family understands that other families and agencies may have different experience in the same country or region.

## VII. OTHER PROVISIONS

### A. Governing Law

This Agreement shall be subject to and is construed in accordance with the laws of the State of Illinois.

### B. Entire Agreement

This Agreement and its Exhibits constitute the entire agreement and understanding of the parties relative to the adoption contemplated hereby, and supersedes all prior agreements, representations and understandings, whether written or oral, between the parties. This Agreement may be abrogated, amended, or modified only by a written instrument, duly executed by the parties. Any terms or provisions of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other term or provisions herein and such remaining terms and provisions shall remain in full force and effect. All such terms or provisions which are determined by a court of competent jurisdiction or other dispute resolution proceeding to be invalid, void or illegal shall be construed and limited so as to allow the maximum effect permissible by law.

### C. Grievance Procedure

We anticipate a smooth working relationship with the Prospective Adoptive Family. However, occasional misunderstandings may arise. If the Prospective Adoptive Family is dissatisfied with services, they are encouraged to resolve the situation directly with the staff person involved and, if not rectified, contact a supervisor. If this effort is unsuccessful, the Prospective Adoptive Family agrees to follow the grievance procedure located in the Policies and Procedures section.

**D. Termination**

Adoption ARK or the Prospective Adoptive Family may terminate this Agreement for any reason whatsoever by written notice to the other party thirty days prior to the effective date of cancellation (the termination letter must state the reason for cancellation, the date, and must be notarized). See "Refund Policy" for outline of all refund procedures. Adoption ARK reserves the right to an immediate termination of this Agreement and forfeiture of all previously paid fees if the Prospective Adoptive Family has materially breached its obligations hereunder. Upon termination of this Agreement, all of the following shall apply:

- a. Adoption ARK will cease providing services to the Prospective Adoptive Family;
- b. If Adoption ARK terminates this Agreement, the termination of any Home Study services being provided to a Prospective Adoptive Family by Adoption ARK will be governed by the applicable regulations of the state agency that has certified Adoption ARK to perform the Home Study services.
- c. Those fees paid by the Prospective Adoptive Family that are refundable pursuant to the Refund Policy will be refunded to the Prospective Adoptive Family upon receiving a Termination Agreement and General Release form, and thereafter, Adoption ARK will have no further financial or other obligations to Prospective Adoptive Family whatsoever. Refund consideration will be given within 30 days.
- d. All of the terms, conditions, acknowledgements and agreements contained in this Agreement shall survive the termination of this Agreement and shall remain in full force and effect and binding upon applicant.
- e. Adoption ARK may, but is not obligated to, assist the Prospective Adoptive Family in recovering foreign fees paid by the Prospective Adoptive Family prior to termination of this Agreement directly to foreign representative.
- f. This Agreement may not be terminated by Prospective Adoptive Family after they have completed an adoption for which Adoption ARK provided services under this Agreement.

**E. Equal Treatment**

Adoption ARK treats every Prospective Adoptive Family equally, does not practice preferential treatment, and does not discriminate against any Prospective Adoptive Family or other person.

**F. Illinois Law**

This Agreement, and all disputes, claims, and/or controversies arising out of or relating to this Agreement or the relationships that result from this Agreement, shall be governed, construed and enforced in accordance with the laws of the State of Illinois applicable to agreements between Illinois residents entered into and to be performed entirely in Illinois without regard to conflict or choice of law principles.

**G. Arbitration, Waiver of Jury Trial, Class Action and Consolidation**

All disputes, claims, or controversies arising out of or relating to this Agreement or the relationships that result from this Agreement ("Disputes") shall be resolved through arbitration under the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA"). The arbitration shall take place before a single arbitrator to be chosen by Adoption ARK. The arbitration shall take place in Chicago, Illinois, unless the parties agree to a different location. The parties agree that this arbitration agreement shall be governed by the Federal Arbitration Act, 9 USC §1 Judgment upon the award rendered may be entered in any court having jurisdiction. The party who initiates the arbitration shall pay the initial filing fee and deposit required

by the AAA. If Adoption ARK initiates the arbitration and believes in good faith that it is financially unable to pay such filing fees, fees of the arbitrator, and other arbitration fees, Adoption ARK may ask the AAA to defer or reduce such fees, pursuant to AAA Rules. If the AAA does not defer or reduce such fees so that Adoption ARK can afford them, the Prospective Adoptive Family may, upon Adoption ARK's written request, pay the fees and any other costs of arbitration that Adoption ARK demonstrates it is unable to pay and that are over and above the amount of fees and costs that Adoption ARK would have paid in an action in a federal district court in the same jurisdiction as the place of arbitration. Payment of such fees and costs by the Prospective Adoptive Family is subject to any later allocation of the fees and costs between Adoption ARK and Prospective Adoptive Family by the arbitrator as provided below.

The parties to this Agreement choose arbitration as a way to expeditiously resolve any Disputes. The parties hereby waive the right to any jury trial of any Disputes. The parties also waive any right to consolidate or to handle of any proceeding on any Disputes with any other proceedings on disputes, claims, or controversies involving any person or entity not a party to this Agreement.

The prevailing party in any Dispute shall be entitled to all reasonable attorneys' fees and costs, expenses and disbursements with respect to such Dispute.

H. **Completion of Obligations**

Adoption ARK considers its obligation fulfilled once the adopted child enters the United States. The Prospective Adoptive Family may consider their obligation fulfilled once they submit the last Post Placement/ Post Adoption report as it is required by the country of adoption.

I. **Mutual Obligation of Courtesy**

Adoption ARK and the Prospective Adoptive Family agree to treat each other with courtesy, dignity and mutual respect over the entire course of adoption proceedings and the Post Placement / Post Adoption placement period.

By signing below, the Prospective Adoptive Family understands and agrees to the terms of this adoption Agreement.

**Prospective Adoptive Family**

**Adoption ARK, Inc.**

\_\_\_\_\_  
Prospective Adoptive Mother's Signature

\_\_\_\_\_  
Adoption ARK Representative

\_\_\_\_\_  
Print name  
\_\_\_\_\_,20\_\_

\_\_\_\_\_,20\_\_

\_\_\_\_\_  
Prospective Adoptive Father's Signature

\_\_\_\_\_  
Print name  
\_\_\_\_\_,20\_\_

Sample

## ADOPTION ARK

### DISCLAIMER REGARDING INTERNATIONAL ADOPTIONS

THROUGH THE YEARS, ADOPTION ARK HAS FACILITATED THE ADOPTIONS OF HUNDREDS OF CHILDREN FROM INTERNATIONAL COUNTRIES (INTERNATIONAL COUNTRY/COUNTRIES REFERS TO ANY COUNTRY OUTSIDE OF THE UNITED STATES), OFFERING THE PROMISE OF A NEW AND MORE STABLE LIFE FOR THOSE ADOPTIVE CHILDREN AND THEIR FAMILIES. HOWEVER, ADOPTING FROM INTERNATIONAL COUNTRIES CAN INVOLVE SOME ADDED RISKS AND RESPONSIBILITIES ON THE PART OF THE PROSPECTIVE ADOPTIVE FAMILY. THIS DISCLAIMER IS INTENDED TO PROVIDE THE PROSPECTIVE ADOPTIVE FAMILY (HEREINAFTER "AF") WITH AN IDEA ABOUT SOME OF THOSE POTENTIAL RISKS, AND ABOUT THE LIMITS OF WHAT ADOPTION ARK OR ANY ADOPTION SERVICE MAY DO IN AID OF AN ADOPTION FROM AN INTERNATIONAL COUNTRY. THE FOLLOWING IS NOT BY ANY MEANS A COMPLETE AND EXHAUSTIVE LIST. THE FOLLOWING IS INTENDED TO APPRISE THE PROSPECTIVE AF OF SOME OF THE RISKS. THIS DISCLAIMER IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL OR MEDICAL ADVICE. BY SIGNING BELOW THE AP CONFIRMS THAT HE/SHE HAS RECEIVED AND UNDERSTOOD THE INFORMATION CONTAINED HEREIN. ALL PORTIONS OF THIS DISCLAIMER CONFORM TO THE PROTOCOLS OF THE HAGUE CONVENTION ON PROTECTION OF CHILDREN AND CO-OPERATION IN RESPECT OF INTERCOUNTRY ADOPTION (HEREINAFTER THE "HAGUE CONVENTION").

#### 1. FOREIGN TRAVEL/FOREIGN PARTNERS, ATTORNEYS AND TRAVEL COORDINATORS

AS DESCRIBED IN THE ADOPTION SERVICES AGREEMENT, ADOPTION ARK MAKES EVERY EFFORT TO ENSURE THAT COMMUNICATION AND TRAVEL IS ORGANIZED IN THE BEST WAY POSSIBLE. THE PROSPECTIVE AF UNDERSTANDS THAT ADOPTION ARK MUST DEAL WITH THE AGENCIES OF GOVERNMENT, PRIVATE BUSINESS AND THIRD PARTIES IN THE CHILD'S COUNTRY, OFTEN RELYING ON THE REPRESENTATIONS OF SUCH PARTIES IN ORDER TO FACILITATE ADOPTIONS FROM INTERNATIONAL COUNTRIES. HOWEVER, ADOPTION ARK ASSUMES NO RESPONSIBILITY FOR THE ACTS OR REPRESENTATIONS OF SUCH PARTIES OR ENTITIES AS PERTAINING TO ANY PARTICULAR MATTER IN THE ADOPTION PROCESS.

#### 2. ADOPTION APPLICATION

THE PROSPECTIVE AFS IS RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THEIR ADOPTION APPLICATION. ADOPTION ARK IS NOT RESPONSIBLE FOR THE INFORMATION SUBMITTED ON ANY APPLICATION,

**NOR MAY IT BE HELD LIABLE IF ANY MISREPRESENTATIONS OR OMISSIONS RESULT IN DELAY OR THE PROSPECTIVE AF'S INABILITY TO ADOPT A CHILD.**

**3. CONFIDENTIALITY/PRIVACY LAWS**

**THE INFORMATION SUBMITTED ON AN ADOPTION APPLICATION IS HELD CONFIDENTIAL WHILE IT IS IN THE EXCLUSIVE POSSESSION OF ADOPTION ARK. HOWEVER, WHEN ADOPTION ARK SUBMITS SUCH AN APPLICATION TO A FOREIGN GOVERNMENT OR ENTITY, IT CANNOT GUARANTY THAT THE APPLICATION INFORMATION WILL REMAIN CONFIDENTIAL. THE LAWS OF PRIVACY AND DISCLOSURE OF PERSONAL INFORMATION VARY WIDELY AMONG FOREIGN NATIONS, AND INTERNATIONAL COUNTRIES OFTEN HAVE FEW LEGAL SAFEGUARDS FOR PROTECTING PERSONAL, PRIVATE INFORMATION. THE HAGUE CONVENTION MAKES SOME PROVISION FOR THE PROTECTION OF PERSONAL INFORMATION DURING INTERCOUNTRY ADOPTIONS, BUT THE REMEDIES AVAILABLE IN THE EVENT OF A PRIVACY BREACH WITHIN A GIVEN INTERNATIONAL COUNTRY MAY DIFFER GREATLY FROM THOSE AVAILABLE IN U.S. JURISDICTIONS.**

**4. TIME FRAME ESTIMATES**

**ADOPTION ARK WILL MAKE EVERY EFFORT TO ESTIMATE TIME FRAMES AND WAITING PERIODS FOR POTENTIAL ADOPTIONS. HOWEVER, ADOPTION ARK IS UNABLE TO INFLUENCE THE ADMINISTRATIVE DECISIONS OF FOREIGN GOVERNMENTS PERTAINING TO ADOPTIONS. THE ONGOING DISPOSITION OF ANY ADOPTION IS EXPRESSLY WITHIN THE CONTROL OF THE NATION FROM WHICH THE ADOPTION IS SOUGHT. IN INTERNATIONAL COUNTRIES, WHERE BUREAUCRATIC SYSTEMS ARE NOTORIOUSLY SLOW-MOVING, IT MAY TAKE A VERY LONG TIME TO FACILITATE AND CARRY OUT AN ADOPTION. ADOPTION ARK ESTIMATES ARE NOT BINDING ON THE AGENCY AND DO NOT REFLECT POSITIVELY OR NEGATIVELY ON ITS PERFORMANCE OF CONTRACTED SERVICES.**

**5. INTERNATIONAL COUNTRIES - CHARACTERISTICS**

**INTERNATIONAL COUNTRIES PRESENT UNIQUE CHALLENGES FOR THE PURPOSES OF INTERNATIONAL ADOPTIONS. OFTEN, THESE COUNTRIES HAVE LESS STABLE SYSTEMS OF LAW, GOVERNMENT AND ECONOMY. THEREFORE, ESTABLISHING THE KINDS OF WORKING RELATIONSHIPS THAT ADOPTION ARK RELIES UPON IN FACILITATING FOREIGN ADOPTIONS IS PARTICULARLY CHALLENGING. ADOPTION ARK WILL CONTINUOUSLY STRIVE TO PROVIDE THE BEST POSSIBLE CONTACTS FOR ADOPTIVE PARENTS IN INTERNATIONAL COUNTRIES, BUT ASSUMES NO LIABILITY FOR THE ACTS OF THEIR CONTACTS. SUCH CONTACTS ARE INDEPENDENT AGENTS, NOT THE AFFILIATES OR EMPLOYEES OF ADOPTION ARK.**

**6. INTERNATIONAL COUNTRIES - HEALTHCARE**

**INTERNATIONAL COUNTRIES TEND TO HAVE MUCH HIGHER RATES OF CHILDHOOD DISEASE AND MORTALITY. IT IS LIKELY THAT AN ADOPTIVE CHILD FROM AN INTERNATIONAL COUNTRY WILL HAVE HAD MINIMAL HEALTHCARE AND MONITORING OF DEVELOPMENTAL MILESTONES DURING THEIR LIFE. CHILDREN ADOPTED FROM INTERNATIONAL COUNTRIES ARE GENERALLY AT A HIGHER RISK FOR DISEASE OR INFECTION. BEFORE ADOPTING, A PROSPECTIVE AF SHOULD CONSIDER THE RISK THAT THE ADOPTIVE CHILD MAY BECOME ILL OR MAY SPREAD ILLNESS TO OTHERS IN THE PROSPECTIVE AF'S HOUSEHOLD. ADOPTION ARK RECOMMENDS THAT BEFORE THE ADOPTION IS FINAL, IF POSSIBLE, THE PROSPECTIVE AF SHOULD OBTAIN A BLOOD SAMPLE FROM THE POTENTIAL ADOPTIVE CHILD AND SUBMIT IT TO A COMPETENT PHYSICIAN FOR ANALYSIS.**

**7. INTERNATIONAL COUNTRIES - CHILDCARE; CHILD DEVELOPMENT**

**MOST OF THE CHILDREN WHO ARE ADOPTED FROM INTERNATIONAL COUNTRIES HAVE SPENT AT LEAST SOME PORTION OF THEIR LIVES IN AN ORPHANAGE. ORPHANAGES AND CHILD-CARE SERVICES IN INTERNATIONAL COUNTRIES ARE OFTEN EXTREMELY UNDER-FUNDED AND INADEQUATE. THE RISK THAT AN ADOPTIVE CHILD WILL MANIFEST SOME SORT OF DEVELOPMENTAL DELAY OR DISABILITY IS SIGNIFICANT IF THAT CHILD HAS BEEN LIVING IN A FOREIGN ORPHANAGE. OFTEN SUCH CONDITIONS DO NOT MANIFEST THEMSELVES UNTIL AFTER THE ADOPTION. EVEN A CHILD WHO APPEARS HEALTHY OR "NORMAL" WHEN FIRST INTRODUCED INTO A NEW HOME MAY FACE SIGNIFICANT OBSTACLES IN FUTURE DEVELOPMENT.**

**8. INTERNATIONAL COUNTRIES - CULTURAL DIFFERENCES**

**THE CULTURES OF MANY INTERNATIONAL COUNTRIES ARE SIGNIFICANTLY DIFFERENT FROM THAT OF THE UNITED STATES. EVEN IF AN ADOPTIVE CHILD NEVER SUFFERS FROM OVERT ILLNESSES OR DEVELOPMENTAL DELAYS, HE MAY SUFFER AN EXTENSIVE "CULTURE SHOCK" AND DIFFICULTY ADJUSTING TO THE NEW ENVIRONMENT. ALL APS SHOULD CONSIDER THE DIFFICULTY THAT WILL OCCUR FOR ANY CHILD WHO EXPERIENCES SUCH A SIGNIFICANT CHANGE IN CARE STRUCTURE. APS ADOPTING CHILDREN FROM INTERNATIONAL COUNTRIES MUST BE PARTICULARLY AWARE OF THIS POTENTIAL DIFFICULTY.**

**10. INTERNATIONAL COUNTRIES - RECORDS**

**ADOPTION ARK WILL MAKE REASONABLE EFFORTS TO OBTAIN MEDICAL, PSYCHOLOGICAL, AND HISTORICAL RECORDS CONCERNING THE**

REFERRED CHILD. ANY RECORDS THAT ADOPTION ARK IS ABLE TO OBTAIN PERTAINING TO A PROSPECTIVE ADOPTIVE CHILD WILL BE PROVIDED TO THE PROSPECTIVE AF. HOWEVER, ADOPTION ARK IS ENTIRELY RELIANT ON THE INFORMATION THAT IS PROVIDED TO IT BY THE RELEVANT FOREIGN GOVERNMENT OR ITS AGENTS, AND, MAINTAINS NO CAPACITY TO CONDUCT ITS OWN TESTS OR ASSESSMENTS REGARDING THE MEDICAL OR PSYCHOLOGICAL CONDITION OF A REFERRED CHILD. AP UNDERSTANDS AND ACKNOWLEDGES THAT ADOPTION ARK, BY TRANSMITTING SUCH RECORDS, MAY INADVERTENTLY TRANSMIT FALSE, INCOMPLETE OR MISLEADING INFORMATION TO THE PROSPECTIVE AF, AND THAT, IN ADDITION TO THE CONSIDERATIONS DISCUSSED IN PARAGRAPHS 6-8, THE PROSPECTIVE AF SHOULD CONSIDER THIS POSSIBILITY WHEN CHOOSING TO ADOPT. AP FURTHER ACKNOWLEDGES THAT SUCH MISINFORMATION IS NOT WITHIN ADOPTION ARK'S REASONABLE CONTROL, AND AGREES TO HOLD ADOPTION ARK BLAMELESS AND WITHOUT LIABILITY IN THE EVENT THAT SOME PORTION OF A CHILD'S RECORDS, AS CONVEYED BY ADOPTION ARK, ARE MISTAKEN OR INCOMPLETE.

**11. INTERNATIONAL COUNTRIES - LAWS & CUSTOM**

THE LAWS AND PREFERRED CUSTOMS IN INTERNATIONAL COUNTRIES MAY DIFFER SIGNIFICANTLY FROM THOSE IN THE UNITED STATES. THE PROSPECTIVE AF SHOULD TAKE NOTICE OF THE LAWS AND CUSTOMS OF EVERY COUNTRY WHERE THEY TRAVEL. ADOPTION ARK WILL DO ITS BEST TO PROVIDE APS WITH INFORMATION ABOUT THE COUNTRY WHERE THEY SEEK TO ADOPT, BUT IT IS UP TO EACH AP TO BE A KNOWLEDGEABLE AND WELL-INFORMED TRAVELER. ADOPTION ARK IS NOT LIABLE FOR ANY PROBLEMS THAT A PROSPECTIVE AF EXPERIENCES WHILE ABROAD. ADOPTION ARK HAS NO POWER TO INFLUENCE THE OFFICIALS OF FOREIGN GOVERNMENTS. FOR FURTHER RESOURCES ON FOREIGN TRAVEL AND FOR INFORMATION SPECIFICALLY PERTAINING TO FOREIGN ADOPTION SEE THE UNITED STATES DEPARTMENT OF STATE WEBSITE:  
[HTTP://WWW.ADOPTION.STATE.GOV](http://www.adoption.state.gov)

**12. INTERNATIONAL COUNTRIES - TRAVEL**

BEFORE TRAVELING TO AN INTERNATIONAL COUNTRY, THE PROSPECTIVE AF MUST HAVE A CURRENT PASSPORT, UPDATED IMMUNIZATION AND MEDICAL RECORDS (IN ACCORDANCE WITH THE STANDARDS OF ANY JURISDICTION IN WHICH THEY WILL TRAVEL), AND SHOULD KNOW THE LOCATION AND CONTACT INFORMATION FOR THE AMERICAN EMBASSY IN ANY COUNTRY WHERE THEY PLAN TO TRAVEL. INTERNATIONAL COUNTRIES OFTEN HAVE OUTDATED INFRASTRUCTURE, MAKING COMMUNICATION DIFFICULT. FURTHERMORE, TRAVELING TO AN INTERNATIONAL COUNTRY PRESENTS A HEIGHTENED RISK TO THE TRAVELER OF BEING INJURED, CONTRACTING DISEASE, BECOMING

**ENTANGLED IN REGIONAL ARMED CONFLICTS, BECOMING THE VICTIM OF CRIME, OR LACKING ACCESS TO MEDICAL ASSISTANCE. THE PROSPECTIVE AF SHOULD FAMILIARIZE THEMSELVES WITH THE CUSTOMARY METHODS OF COMMUNICATION IN ANY COUNTRY WHERE THEY PLAN TO TRAVEL AS WELL AS WITH THE POLITICAL CLIMATE, THE REGIONAL CUSTOMS, AND THE AVAILABILITY OF SOCIAL AND MEDICAL SERVICES. ADOPTION ARK STRONGLY ENCOURAGES PROSPECTIVE APS TO TRAVEL ACCOMPANIED BY ANOTHER HEALTHY AND COMPETENT ADULT. ANY SUCH ACCOMPANYING ADULT WILL BE REQUIRED TO SIGN A RELEASE AND WAIVER OF LIABILITY AGAINST ADOPTION ARK BEFORE TRAVEL ARRANGEMENTS INVOLVING SUCH A PARTY WILL BE MADE.**

**13. PAYMENTS TO OUTSIDE PARTIES**

**ADOPTION ARK IS NOT RESPONSIBLE FOR ANY PAYMENTS THAT THE PROSPECTIVE AF MAY MAKE TO ANY PARTY OUTSIDE OF ITS ORGANIZATION, IN FURTHERANCE OF AN ADOPTION. THE ONLY FINANCIAL INTEREST THAT ADOPTION ARK MAINTAINS IN ANY ADOPTION ARE THE FEES PAID TO ADOPTION ARK FOR SERVICES THAT IT PROVIDES IN FACILITATING AN ADOPTION. ADOPTION ARK IS BOUND BY THE HAGUE CONVENTION, AS WELL AS FEDERAL AND STATE LAWS, NOT TO ACCEPT “UNREASONABLY HIGH” FEES FOR THEIR SERVICE. FOREIGN ADOPTIONS OFTEN COST A GREAT DEAL OF MONEY TO FACILITATE, AND ADOPTION ARK’S FEES CAN REFLECT THAT FACT. HOWEVER, TRANSACTIONS THAT APPEAR TO RESULT IN THE SALE OF A CHILD ARE SPECIFICALLY PROHIBITED BY THE HAGUE CONVENTION AND ARE PUNISHABLE UNDER INTERNATIONAL, FEDERAL, AND STATE LAWS. ADOPTION ARK DOES NOT CONDONE NOR ABIDE SUCH TRANSACTIONS, AND IF AN AP IS SUBJECT TO PROSECUTION IN ANY JURISDICTION AS A RESULT OF SUCH A TRANSACTION, ADOPTION ARK WILL NOT INDEMNIFY OR ASSIST A PROSPECTIVE AF IN THE LEGAL PROCESS.**

**14. ADOPTION ARK- FEES FOR SERVICES**

**THE FEES THAT APS PAY TO ADOPTION ARK ARE FOR SERVICES RENDERED. ADOPTION ARK DOES NOT GUARANTY THAT ANY ADOPTION WILL BE COMPLETED OR THAT IT WILL BE SUCCESSFUL OR FULFILLING. WHEN PAYING ADOPTION ARK, THE PROSPECTIVE AF IS PAYING FOR ITS EXPERTISE IN PROMOTING AND FACILITATING FOREIGN ADOPTIONS. THE PROSPECTIVE ADOPTIVE FAMILY IS NOT PAYING ADOPTION ARK TO ADOPT A CHILD. PAYMENTS MADE TO ADOPTION ARK ARE NOT REFUNDABLE IN THE EVENT THAT APS ARE UNABLE TO ADOPT OR DECIDE NOT TO ADOPT. FURTHERMORE, ADOPTION ARK DOES NOT CONDONE OR SUPPORT THE PAYMENT OF BRIBES OR ADDITIONAL FEES TO FOREIGN AGENTS IN SERVICE OF HASTENING AN ADOPTION. SUCH PAYMENTS ARE A VIOLATION OF THE HAGUE CONVENTION, AND MAY RESULT IN LEGAL LIABILITY FOR THE**

**PROSPECTIVE AF, AS WELL AS FOR ANY PARTIES TO SUCH A PAYMENT. ADOPTION ARK ENCOURAGES THE PROSPECTIVE AF TO NOTIFY RELEVANT FOREIGN OFFICIALS WITHIN THE COUNTRY IN WHICH THE ADOPTION IS SOUGHT, OR THE UNITED STATES DEPARTMENT OF STATE, IN THE EVENT THAT THEY ARE SOLICITED TO PAY A BRIBE OR OTHER IMPROPER PAYMENT.**

**15. CONTACTING THE ADOPTIVE CHILD**

**ACCORDING TO THE HAGUE CONVENTION, APS ARE NOT PERMITTED TO CONTACT THE POTENTIAL ADOPTIVE CHILD UNTIL THEY HAVE ACQUIRED THE EXPRESS PERMISSION OF THE PROPER AUTHORITIES WITHIN THE NATION FROM WHICH THEY SEEK TO ADOPT. AS WITH ALL OF THE PERMISSIONS AND TRANSACTIONS UNDER THIS DISCLAIMER, ADOPTION ARK STRONGLY ENCOURAGES THE PROSPECTIVE AF TO INSIST ON OBTAINING WRITTEN, SIGNED DOCUMENTATION OF ANY TRANSACTION OR AGREEMENT TO WHICH THEY ARE A PARTY, DURING THE COURSE OF THEIR ADOPTION.**

**16. FOREIGN LAW**

**ADOPTION LAWS VARY WIDELY AMONG FOREIGN COUNTRIES. ADOPTION ARK STRONGLY ENCOURAGES THE PROSPECTIVE AF CONSIDERING FOREIGN ADOPTION TO CONSULT WITH A LAWYER WHO IS EXPERIENCED IN FOREIGN ADOPTION IN THE COUNTRY IN WHICH THEY SEEK TO ADOPT. AT THE VERY LEAST, THE POTENTIAL AF SHOULD FAMILIARIZE THEMSELVES WITH THE LAWS OF ANY FOREIGN COUNTRY WITH WHICH THEY HAVE DEALINGS IN ORDER TO ENSURE A LEGAL ADOPTION. GIVEN THE LEGAL INSTABILITY OF MANY INTERNATIONAL COUNTRIES, THE PROSPECTIVE AF SEEKING TO ADOPT CHILDREN FROM INTERNATIONAL COUNTRIES SHOULD BE AWARE THAT THE WRITTEN LAWS WILL NOT ALWAYS REFLECT ACTUAL PRACTICES WITHIN THE COUNTRY.**

**17. DOMESTIC/LOCAL LAW**

**DOMESTICALLY, STATE ADOPTION LAWS VARY WIDELY. SOME STATES REQUIRE SPECIFIC INTERNAL ADOPTION PROCEDURES IN ORDER TO FINALIZE A FOREIGN ADOPTION AND TO ENSURE LEGAL CUSTODY OF THE ADOPTIVE CHILD. THE PROSPECTIVE AF SHOULD FAMILIARIZE THEMSELVES WITH THE LAWS OF THEIR STATE WHEN PLANNING A FOREIGN ADOPTION, AND SHOULD KEEP IN MIND THAT EVEN ADOPTIONS WHICH ARE RECOGNIZED BY THE UNITED STATES FEDERAL GOVERNMENT MAY REQUIRE ADDITIONAL ACTIONS TO CONFORM WITH THE LAWS OF INDIVIDUAL STATES. ADOPTION ARK STRONGLY ENCOURAGES ANY POTENTIAL AF TO SEEK LOCAL LEGAL COUNSEL BEFORE PLANNING TO ADOPT.**

**18. USCIS PRE-APPROVAL**

**CLIENT IS RESPONSIBLE, WITH ADOPTION ARK'S ASSISTANCE, FOR OBTAINING PRE-APPROVAL FROM THE U.S. CITIZENSHIP AND IMMIGRATION SERVICES (HEREINAFTER "USCIS") FOR BRINGING AN ADOPTIVE CHILD INTO THE U.S. ADOPTION ARK WILL NOT REFER ANY CHILD TO A PROSPECTIVE AF WHO HAS NOT BEEN PRE-APPROVED. ALSO, USCIS APPROVAL AND THE ACCOMPANYING CRIMINAL BACKGROUND CHECKS EXPIRE WITHIN SPECIFIED PERIODS. THE PROSPECTIVE AF IS SOLELY RESPONSIBLE FOR TRACKING AND MAINTAINING CURRENT USCIS APPROVAL AND CRIMINAL BACKGROUND INFORMATION.**

**19. POST-ADOPTION**

**ADOPTION ARK'S MISSION IS TO ASSIST EACH CLIENT WITH THE COMPLETION OF HIS FOREIGN ADOPTION. HOWEVER, THE CONDUCT AND COMPLETION OF POST-ADOPTION REQUIREMENTS AND SERVICES, INCLUDING THOSE REQUIRED BY ADOPTION ARK POLICIES OR REQUIRED BY THE LAWS OF FOREIGN NATIONS, INDIVIDUAL STATES, OR ANY OTHER RELEVANT JURISDICTION, ARE SOLELY THE AP'S RESPONSIBILITY. THE PROSPECTIVE AF IS RESPONSIBLE FOR PROVIDING ANY RELEVANT POST-ADOPTION DOCUMENTATION OR RIGHTS OF ACCESS TO THEIR HOME OR ADOPTIVE CHILD IN ORDER TO COMPLY WITH FOREIGN, FEDERAL, OR STATE LAW, AS WELL AS TO COMPLY WITH ADOPTION ARK'S INTERNAL POLICIES.**

**20. OUTSIDE PARTY REFERRALS**

**THE PROSPECTIVE AF UNDERSTANDS AND ACKNOWLEDGES THAT ADOPTION ARK MAY REFER THE PROSPECTIVE AF TO A NUMBER OF OUTSIDE PARTIES IN PROMOTION OF THE PROSPECTIVE AF'S FOREIGN ADOPTION, INCLUDING, BUT NOT LIMITED TO, SOCIAL WORKERS, PARTNERING AGENCIES, VOLUNTEERS, GUIDES, TRANSLATORS, OVERSEAS TRAVEL COORDINATORS, ATTORNEYS, AND FOREIGN GOVERNMENTS/ AGENCIES. THE PROSPECTIVE AF HEREBY RELEASES AND HOLDS HARMLESS ADOPTION ARK, ADOPTION ARK'S EMPLOYEES, AND/OR ADOPTION ARK'S REPRESENTATIVES FROM ANY LIABILITY ATTRIBUTABLE TO OR RESULTING FROM THE ACTS OR OMISSIONS OF SUCH THIRD PARTIES.**

**21. FAILURE; NO BREACH**

**THE PROVISIONS OF THIS AGREEMENT ARE INTENDED TO GOVERN ONLY THOSE MATTERS THAT ARE WITHIN THE CONTROL OF ADOPTION ARK AND/OR THE PROSPECTIVE AF (HEREINAFTER THE "PARTIES"). THE PARTIES ACKNOWLEDGE THAT THE PROSPECTIVE ADOPTION WILL INVOLVE**

**FOREIGN GOVERNMENTS AND INDEPENDENT FOREIGN PARTIES AND THAT SUCH INVOLVEMENT IMPARTS A SUBSTANTIAL MEASURE OF UNCERTAINTY TO THE PROCEEDINGS (FOR THE REASONS DISCUSSED ABOVE). THE PARTIES SPECIFICALLY ACKNOWLEDGE THAT THE ULTIMATE SUCCESS OR FAILURE OF THE ADOPTION PROCESS MAY DEPEND ON FACTORS BEYOND THE CONTROL OF EITHER PARTY AND THAT THE POTENTIAL FOR FAILURE INHERENT IN INTERNATIONAL COUNTRY ADOPTIONS IS NOT NECESSARILY INDICATIVE OF A BREACH BY EITHER PARTY.**

**22. DISCLAIMER- SCOPE**

**THIS DISCLAIMER IS NOT A CONTRACT FOR SERVICES BETWEEN ADOPTION ARK AND THE CLIENT, AND SHALL NOT BE CONSTRUED AS EVIDENCE OF SUCH AN AGREEMENT. IT IS MERELY AN ATTEMPT BY ADOPTION ARK TO APPRISE THE AP OF THE POTENTIAL RISKS AND LIABILITIES ASSOCIATED WITH INTERNATIONAL ADOPTIONS. THIS DISCLAIMER DOES NOT OBLIGATE ADOPTION ARK TO PERFORM ANY SERVICES FOR THE PROSPECTIVE AF.**

**IN ADDITION, THIS DISCLAIMER IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL OR MEDICAL ADVICE. BY SIGNING BELOW THE AP CONFIRMS THAT HE/SHE HAS READ, RECEIVED AND UNDERSTOOD THE INFORMATION CONTAINED HEREIN.**

**Prospective Adoptive Family**

\_\_\_\_\_  
Prospective Adoptive Mother's Signature

\_\_\_\_\_  
Prospective Adoptive Father's Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

\_\_\_\_\_,20\_\_

\_\_\_\_\_,20\_\_

**PROSPECTIVE ADOPTIVE FAMILY INFORMATION**

Family Last Name

Address

Home phone number 



  
 Fax 



  
 Email

Mobile Phone(s)

Home Study Agency (if not chosen, please let us know if you need help to find one)

Home Study Agency Phone #

Estimated Date of Home Study Completion

Date you applied to BCIS office

Prospective Father's First Name: 



  
 DOB: 



  
 Place of Birth: 



  
 Citizenship: 



  
 Passport # (if you don't have a passport at this time, please put down your ID or DL #):

Employer: 



  
 Position: 



  
 Annual income: 



  
 Work phone number: 



 Fax

Social security#		State ID or DL	

Prospective Mother's First Name:	
DOB:	
Place of Birth:	
Citizenship:	
Passport # (if you don't have a passport at this time, please put down your ID or DL #):	

Employer:	
Position:	
Annual income:	
Work phone number:	Fax

Social security#		State ID or DL	

Reference Contact Name 1:		Phone Number:	

Reference Contact Name 2:		Phone Number:	

Reference Contact Name 3:		Phone Number:	

Do you have other children? Age(s)?	





**Adoption ARK**  
**A Hague Accredited Agency**

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Illinois Licensed Child Welfare Agency, # 429659-02  
830 S. Buffalo Grove Road #103  
Buffalo Grove, IL 60089  
T. (847) 215-2755 F. (847) 215-1899

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

Email: [adopt@adoptionark.org](mailto:adopt@adoptionark.org)

## **Client Policies and Procedures**

This is a “short” version of the original Policies and Procedures that was finalized and approved by the Adoption ARK Board of Directors in July 2007. These Policies and Procedures were drafted to satisfy all of the Hague Convention requirements of the 1993 Hague Convention on Protection of Children and Cooperation in Respect of Intercountry Adoption.

### **Introduction**

Adoption ARK is a certified 501c3, nonprofit adoption agency and is a licensed child welfare agency in Illinois (#429659-02). Our license permits us to conduct international and domestic services for families residing in the State of Illinois. In addition, Adoption ARK provides international adoption services for families living in all states. Adoption ARK is governed by The Adoption ARK Board of Directors.

### **Our Mission**

Adoption ARK was founded to provide relief to orphans around the world. Primarily, Adoption ARK helps locate families for children available for adoption in countries other than the United States. Through our humanitarian efforts we provide orphans with basic necessities such as food, housing, education, medical care, etc...

### **Agency Philosophy**

Adoption ARK believes it is every child’s right to have the love of a family. We believe that all qualified parents deserve the privilege of enriching their families through adoption.

International adoption is a complex process that requires knowledge of each country’s adoption requirements, education in child welfare and years of experience in completing adoptions from abroad. Our directors have years’ of experience in international adoption and our staff is mostly composed of Adoptive Families and adult adoptees. From beginning to end, we want to make each parent’s adoption journey a treasured memory.

Adoption ARK believes that the placement of children orphaned overseas and available for adoption by American families should be done in the best interests of the children and in full accordance and in compliance with the Hague Convention; all Federal and State laws, rules and regulations, as well as in accordance with the laws of the country of the child’s birth. We believe that adoption can be a great solution for an abandoned, orphaned child who is legally available and fully cleared for adoption in the country of his or her primary residence. Adoption ARK views inter-country adoption as a child welfare service that focuses first on the well-being of the child. Adoption ARK prohibits and condemns abduction, trafficking, exploitation or the selling of children.

### **Professional Ethics**

Adoption ARK provides adoption services in accordance with the Hague Convention principals to ensure that intercountry adoptions take place in the best interests of the child, and to preventing the abduction, exploitation, sale or trafficking of children.

All personal data gathered or transmitted in connection with an intercountry adoption is used only for the purposes for which the information was gathered. Adoption ARK practices due diligence to safeguard sensitive individual information.

## **Eligibility Requirements for Adoptive Families**

### **Age Requirements**

- Applicants age 23-55 may apply for adoption at Adoption ARK. Age requirements vary for each country and may be adjusted depending on the age of the child a Prospective Adoptive Family wishes to adopt. Older applicants may apply on a case-by-case basis.
- Single applicants must be at least 25 years old according to the U.S. Bureau of Citizenship and Immigration Services.

### **Family Status Requirements**

- Only married couples and single people may apply for international adoption.
- Adoption ARK is unaware of any foreign country that knowingly places a child with a gay or lesbian person.
- While many countries allow for single women to adopt, it may be difficult to find a country permitting adoption by single men.

### **Health Status**

- Applicants must be in good physical, emotional and mental health.
- A Prospective Adoptive Family must provide written statements from their physician and psychologist endorsing them as Adoptive Families.
- Applicants must be free of communicable disease and should not be diagnosed with any life-threatening illness.
- Health limitations will be reviewed and submitted for approval to a foreign government on a case-by-case basis.

### **Criminal History**

- A Prospective Adoptive Family must submit to background checks by local, state and federal authorities.
- Applicants must disclose any criminal record and acceptance in the adoption program will be decided on a case-by-case basis.
- Applicants with a criminal record must provide Adoption ARK a copy of the court transcript. Some countries require NO ARREST RECORD with the FBI.
- Applicants cannot have ANY history with Child Protective Services.

### **Citizenship Requirements**

- For Prospective Adoptive Families residing in the United States, one or both prospective adoptive family member must have United States Citizenship.
- Prospective Adoptive Families residing outside the United States and without United States citizenship are subject to their country's adoption laws and regulations.

### **Insurance**

- A Prospective Adoptive Family should have medical insurance that can be extended to the adoptive child after they enter the United States.
- Life insurance coverage is strongly recommended.

Eligibility is ultimately determined by the social worker who conducts the Home Study for the Prospective Adoptive Family and by the country that the Prospective Adoptive Family chooses for their adoption. Above is a list of general requirements. These requirements are set forth to ensure that everything is done in the best interest of the child. Additional information may be needed to complete the adoption process.

## **Training Requirements**

Adoption ARK requires ten (10) hours of training for prospective adoptive families adopting internationally. Illinois families are required to complete six (6) hours of in-person training according to rule and procedure 401 of IL DCFS through a provider approved by DCFS for Adoption ARK clients. The next four (4) hours of training shall be selected from a list of approved web-based trainings. A list will be provided by your Home Study Worker. An additional four (4) hours of approved training is required for families adopting children with Special Needs (including older children, interracial adoption and medical, psychological needs) the training has to be specific for the child's needs.

The training for clients adopting internationally should address:

- The intercountry adoption process, the general characteristics and needs of children awaiting adoption, and the intercountry conditions that affect children in the Hague Convention country from which the Prospective Adoptive Family plan to adopt.
- The effects on children of malnutrition, relevant environmental toxins, maternal substance abuse, and of any other known genetic, health, emotional, and developmental risk factors associated with children from the expected country of origin.
- Information about the impact on a child of leaving familiar ties and surroundings, as appropriate to the expected age of the child.
- Data on institutionalized children and the impact of institutionalization on children, including the effect on children of the length of time spent in an institution and the type of care provided in the expected country of origin.
- Information on attachment disorders and other emotional problems that institutionalized or traumatized children and children with a history of multiple caregivers may experience, before and after the adoption.
- Information on the laws and adoption processes of the expected country of origin, including foreseeable delays and impediments to finalization of an adoption.
- Information on the long term implication for a family that has become multicultural through intercountry adoption.
- An explanation of any reporting requirements associated with Hague Convention adoptions, including any Post Placement / Post Adoption reports required by the expected country of origin.

Adoption ARK also provides the Prospective Adoptive Family with the materials and resources on:

- The child's history and cultural, racial, religious, ethnic, and linguistic background.
- The known health risks in the specific region or country where the child resides.
- Any other medical, social, background, birth history, educational data, development history, or any other data known about the particular child.

Adoption ARK provides instruction through appropriate methods, including:

- Collaboration among agencies or persons to share resources to meet the training needs of Prospective Adoptive Family.
- Group seminars offered by Adoption ARK or other agencies training entities.
- Individual social service sessions.

- Video, computer-assisted, or distance learning methods using standardized curricula.
- In cases where training cannot be otherwise provided, an extended Home Study process, with a system for evaluating the thoroughness with which the topics have been covered.

Adoption ARK provides individualized social services and preparation, as needed, to meet the needs of the Prospective Adoptive Family in light of the particular child to be adopted and his or her special needs and any other training or counseling needed in light of the child background study or the Home Study.

- Adoption ARK provides the Prospective Adoptive Family with information about print, internet, and other resources available for continuing to acquire information about common behavioral, medical, and other issues, connecting with parent support groups, adoption clinics and experts, and seeking appropriate help when needed.
- Adoption ARK exempts the Prospective Adoptive Family from all or part of the training and preparation that would normally be required for a specific adoption only when the Department of Child and Family Services of Illinois, also known as DCFS, determines that the Prospective Adoptive Family has received adequate prior training or have prior experience as parent(s) of children adopted from abroad.
- DCFS records the nature and extent of the training and preparation provided to the Prospective Adoptive Family in the adoption record.

#### **Supervised Providers**

Adoption ARK establishes a Supervised Provider Agreement according to the requirements of the Hague Convention in respect to Intercountry Adoption.

#### **Disruption of Adoption**

**Disruption of the adoption is to discontinue the adoption process after the child enters the United States but before the adoption is finalized in the state of the Prospective Adoptive Family's residence.** Adoption ARK is not authorized to take custody of children placed through adoption. However, Adoption ARK can assist in locating services. Adoption ARK will establish a process in the event that we begin working in a country where this scenario is possible.

#### **Dissolution of Adoption**

**Dissolution of adoption is to legally revoke your rights to an adopted child after the adoption is finalized.**

Adoptions are legally binding when adoptions are finalized in the foreign countries and approved by the official organizations and courts of those nations with which we work. When adopted in a foreign country, the child boards the plane with his adoptive parents heading for the United States; this adopted child is already "Officially Adopted" and bears his adoptive parents' name. The adoption is final; there are no contingencies to such adoptions.

Adoption ARK will provide the Adoptive Family with referrals for counseling to keep the current placement. If counseling fails the family needs to find an independent agency or attorney to do dissolution and assist with new placement. Adoption ARK will help to assist with locating a new family but is not obligated to do so.

#### **Record Disclosures**

It is the policy of Adoption ARK to comply with, and to require its employees to comply with, the Hague Convention, the 2006 Intercountry Adoption Act "the IAA", the Illinois state law, Adoption ARK regulations, and other applicable legal and regulatory requirements relating to disclosure of Adoption

records. Therefore, all adoption records are retained in a secure location and all non-identifiable information will be disclosed to adoptee or adoptive parents in a timely manner.

### **Charitable Donations**

No client, employee, agent or affiliate of Adoption ARK is obligated to donate. Donations do not influence child placement decisions in any way and donations made are unknown to the parent coordinator. Clients in the adoption process may only donate for specific programs. A portion of Adoption ARK's revenue is given to charitable programs through our humanitarian aid organization, ARK Mission. We frequently add our humanitarian projects to the Adoption ARK website and to an emailed newsletter. A Prospective Adoptive Family should not misconstrue this as solicitation.

### **Information Disclosure**

The following information is available upon request:

- The number of adoption placements per year for the previous three (3) years, as well as the number and percentages that remain intact, are disrupted, or have been dissolved.
- The number of parents who apply to adopt per year for the previous three (3) years.

The following information is given to clients upon initial contact with Adoption ARK employee:

- The various international placing programs that Adoption ARK has to offer and eligibility criteria for each program;
- The basic processes, procedures, and documentation needed for international adoption per each country's program;
- IL State and USCIS requirements for international adoption and how to get started with these agencies;
- The major risks involved regarding the medical and emotional status of the children as particular to each country;
- Fees involved for each program;
- The Home Study process in general and particularly through Adoption ARK, if a client resides outside of Illinois, Adoption ARK consultant can provide them with list of Supervised/Exempt Providers in the state of residence; as approved by Adoption ARK's executive directors.
- Adoption ARK will include information about Foreign Supervised Providers and their fees once programs in the Hague Convention countries are established through Supervised Provider;
- The Home Study and program application process fees through Adoption ARK of Illinois; and
- Sample Adoption Agreement.

### **Adoption ARK Fees**

All Prospective Adoptive Families have the right to know all possible adoption fees before signing the Adoption Agreement.

A portion of adoption fees will be used to support Adoption ARK's humanitarian aid efforts. Current humanitarian aid projects can be seen at [www.arkmission.org](http://www.arkmission.org) or may be requested from Adoption ARK.

There are other expenses that need to be taken into consideration when budgeting for international adoption. These expenses are not included in the Adoption Agreement and will be paid to each separate entity by the Prospective Adoptive Family. Listed below are estimated additional expenses. These costs vary greatly depending on the Prospective Adoptive Families particular situation and the country they choose to adopt from. All estimated expenses are outlined in Adoption ARK's Welcome Package and disclosed upon initial contact.

Please see the International Adoption Service Fees Chart on the following page. Fees are subject to change.

<b>International Program</b>	<b>Bulgaria</b>	<b>Hungary</b>	<b>Russia</b>	<b>Ukraine</b>	<b>Ghana</b>	<b>Azerbaijan</b>	<b>Dominican Republic</b>	<b>Colombia</b>
<b>Adoption Expenses in the USA</b>								
<b>Application Fee</b> Initial client eligibility screening and consultations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Agency &amp; Dossier Documentation Fee</b> Initial Dossier documents and Agency Fee (covers overhead, operational cost, communication and publication)	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
<b>Dossier Preparation Fee</b> Dossier preparation assistance and review (covers availability of agency staff for dossier preparation and instructions)	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
<b>Home Study (Adoption ARK and estimate for other home study agencies)</b>								
<b>Home Study Fee</b>	\$2,850 - \$4,000							
<b>Post Placement/Post Adoption Illinois Families</b> (IL requires 30-day report in addition to country reports, \$300-\$350/per post placement report)	\$1,500-\$1,750	\$600-\$700	\$1,500-\$1,750	\$900-\$1,050	\$1,500-\$1,750	\$1,800-\$2,100	\$1,500 - \$1,750	\$1,500 - \$1,750
<b>Post Placement/Post Adoption Other States</b> (est: \$200-\$450/per report)	\$800-\$1,800	\$400-\$900	\$800-\$1,800	\$400-\$900	\$800-\$1,800	\$1,000-\$2,250	\$800-\$1,800	\$800-\$1,800
<b>Foreign Country Program Expenses</b>								
<b>Translation &amp; Document Expenses</b> Processing of dossier, obtaining records, translation, court documents, passport, adoption certificate	\$2,000	\$2,200	\$3,800	\$3,000	\$4,000	\$10,000	\$2,500	\$5,000
<b>Country Assignment Fee</b> Includes administrative overhead, operational cost, communications, publications, training, legal services	\$1,900	\$3,300	\$1,200	\$4,500	\$5,000	\$7,000	\$2,000	\$7,500
<b>Intermediate City Assistance Fee</b> Travel Coordinator assistance in transitional city, consulate and medical appointments assistance	\$0	\$0	\$2,000	\$500	\$0	\$1,000	\$0	\$0
<b>Contributions</b> Fixed contributions Adoptive Parent(s) required to make to child welfare services of foreign country	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Care of the Child</b> Estimated expenses for the care of the child prior to adoption	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Regional Assistance Fee</b> Including foreign fees (legal fees and travel coordinator expenses, legalization of post adoption documents)	\$8,500	\$6,500	\$15,000	\$9,000	\$2,000	\$6,000	\$5,000	\$2,500
<b>Total</b> (not including home study/post placement estimated fees)	\$17,900	\$17,500	\$27,500	\$22,500	\$16,500	\$29,500	\$15,000	\$20,500

## **Refund Policy**

Adoption ARK will specify in its adoption services contract when and how funds advanced to cover fees or expenses will be refunded if adoption services are not provided. (Hague Regulations 96.40(a) and 96.40(d)). The Refund policy is as follows:

Any Fee that is refundable in accordance with the foregoing, will not be refunded until Adoption ARK receives the Prospective Adoptive Family's written request for refund and the Prospective Adoptive Family's written release of Adoption ARK from all claims, including without limitation, claims for refunds of fees paid to Adoption ARK that are not refundable under this Agreement. Except for fees paid by Prospective Adoptive Family with respect to additional children, fees for which the Prospective Adoptive Family have requested a refund will not be refundable unless the Prospective Adoptive Family or Adoption ARK have terminated this Agreement in accordance with section VII. D of the Adoption Agreement.

Adoption ARK will make its best efforts to transfer adoption case to another foreign adoption provider or another home study agency in the event of foreign provider loss of accreditation or license, or Adoption ARK suspension of the program; however Adoption ARK cannot guarantee there will be no additional fees associated with this transfer. Adoption ARK is not responsible for paying new third party fees.

**Disclaimer:** Adoptive Family may be entitled to a refund of the payment made to Adoption ARK based on the Refund Policy. At no point shall Adoption ARK be required to refund fees not directly paid to Adoption ARK, or to be required to reimburse for any third party expenses (hotel, airfares, food, cabs, etc).

## **Additional Fees and Expenses**

Adoption ARK will not charge additional fees and expenses beyond those disclosed in the adoption services contract (Hague Regulation 96.40(g)).

In the event that unforeseen additional fees and expenses arise in the Hague Convention country, Adoption ARK will charge such additional fees and expenses only under the following conditions:

- The Agency will disclose the fees and expenses in writing to the Prospective Adoptive Family;
- The Agency will obtain the specific consent of the Prospective Adoptive Family prior to expending any funds in excess of \$1,000 for which the Agency or person will hold the Prospective Adoptive Family responsible;
- The Prospective Adoptive Family may waive the notice and consent requirement in advance in writing should they choose to do so;
- The Agency will provide written receipts to the Prospective Adoptive Family for fees and expenses paid directly by the Agency or person in the Convention country and retains copies of such receipts.

## **General Description of Programs Supported by Agency funds**

Adoption ARK is a non-profit, charitable foundation and child welfare agency licensed in Illinois (license # 429659-02) that provides help to orphans. We are dedicated to improve lives of orphans around the world. A list of the programs we support can be found in our introductory information, on the ARK mission website, or is available by request. Adoption ARK is proud of our contributions to orphans abroad and we enjoy sharing our efforts with ARK Families and Friends. Humanitarian aid projects include but are not limited to:

- **Assistance with adoption of older children**
- Since most families desire to adopt children younger than 5 years, our mission is to find families for children who are older than 5 years of age. Adoption ARK has a grant program for children over the age of 5 years old. An addendum to the original adoption agreement will be used to reflect any changes in the adoption service fees.
- **Assistance with adoption of special needs children**

- Adoption ARK offers grants to families requesting a referral for a special needs child. We found a loving family for Nastya, who has severe burns; we found a forever family for Marina, a little girl that had problems with her eyes; and we helped a family adopt Alex, with a cleft lip and palate. Adoption ARK has a large special needs adoption program dedicated to the placement of children with Down syndrome, cerebral palsy and other special needs that would normally make a child difficult to place with a family.
- **Holiday donations**  
Adoption ARK provides financial assistance to orphanages during the holiday season. For example, seven orphanages in Kazakhstan received monetary donations from Adoption ARK during Christmas 2008. These donations are used for a holiday party, gifts, fruit and cake and all goes to support Christmas for the children.
- **Mongolia**  
Adoption ARK helps children with brain paralysis from Kindergarten No. 10 and Special Secondary School No. 25. On the basis of the Hague Convention Principle of Warm Home and Parents' Love for Every Child, we focus on assistance and support of children with brain paralysis and socially vulnerable children in Mongolia.
- **Nepal**  
Adoption ARK sponsors the Balmandir Orphanage, housing 700 children. Currently we are working on a program supporting the distribution of milk to children of this orphanage to ensure age appropriate amounts of calcium intake. The Executive Director also visited many villages housing people with low socioeconomic status. With the help of volunteers, she handed out candy, school supplies, toys, and noodles to the children living there.
- **Healthy teeth, Nepal project**  
A dental camp on the premise of NCO, Nepal was successfully organized in 2008. The sole financial supporter of the program was the Adoption ARK, USA. Two pharmaceutical companies Deurali Janta and TIMES provided medicine for the program. It was organized with the help of four dentists from 'Dental Clinic', Hattisar and 19 volunteers. The whole program was coordinated by Miss Anima Bhattachan, a current volunteer of NCO. The dental camp was effectively and efficiently conducted in the presence of Mrs. Reeta Singh Baidhya, Chairperson of NCO; NCO staff, and Adoption ARK's Nepali representative. After the examination, tooth extractions, tooth care, hygiene instructions, and refreshments were distributed among the children, doctors, guests and volunteers. 183 children were examined at the day of the dental camp.
- **Medical assistance**  
Adoption ARK provides medical assistance to the orphans. Gala, from Kazakhstan, had eye surgery and received aftercare treatment. Adoption ARK helped Asya, from Russia, receive an evaluation for possible surgery for esophagus defect. Adoption ARK received a request for orphan Azamat, in Kazakhstan, to correct his crossed eyes. These surgeries were a success! In addition, we sponsored a child from Priluki orphanage with Celiac disease, organized surgery for Denis, in Ukraine, to correct his club foot and funded corrective procedures for many other children. Adoption ARK also donated equipment and medication to children's hospitals in Ukraine and Russia, and has often supplied special bottles to help feed children with clefts and CP.
- **Save a Child's Life Project**  
Supports orphaned children in Russia with Leukemia.
- **Summer Programs**  
Adoption ARK sponsored summer camps for kids in 2004, 2005, 2006 and 2007. The 2004 and 2005 programs were here in the United States and hosted orphans from Russia and Ukraine. The Summer Programs of 2006 and 2007 were held in the Ivanovo region of Russia. The Ivanovo program brought together 120 kids, ages 6 to 16, from 9 orphanages of the Ivanovo region and their caretakers, student team leaders, organizations of the camp from Russia side, the representatives of Friends Around the World (non-profit organization based in Russia) and Adoption ARK/ARK Mission representatives and volunteers. Adoption ARK sponsored the camp and provided toys, clothing, and nutritious food to all kids in the camp.

- **Martial Arts School, Russia**  
Adoption ARK sponsored a Martial Arts School in Russia. The orphanage employers found two amazing men who decided to spend their time setting up martial arts classes, especially Tae Kwon Do and Karate classes. The program started in 2004 and was a success.
- **Undergarment drive, 2007**  
Children need undergarments as a necessity and basic hygiene precaution. As a result, we have purchased and also received many packages of undergarments! The boxes of girls and boys undergarments were shipped to the Russian orphanages.
- **Window Replacement Project in Karaganda, Kazakhstan, 2007-2008**  
The baby house in Karaganda, Kazakhstan is home to 100 children, from age newborn to 4 years old. This orphanage approached us with an urgent need. The building is very old and most of the windows are cracked, broken or are not working properly. Subsequently, the baby house is cold and drafty causing the children frequent illness. We are in the process of replacing the windows for the entire baby house.
- **Safe Place to Play**  
Adoption ARK has built playgrounds for orphanages in Russia, Kazakhstan, Nepal, Ukraine, and Uzbekistan. For example, Adoption ARK provided playground equipment to several orphanages in Ivanovo, Russia. This is an ongoing project.
- **Beds for Tots in Dzeskazgan, Kazakhstan**  
The Zhezkazan orphanage director requested funds to purchase new beds; hence “Beds for Tots” project. Adoption ARK purchased 50 new beds for the children that have moved out of cribs, approximate age 2-6. Based on market value in the local shops, beds are estimated at \$150-\$160.
- **Annual Party**  
Adoption ARK organized our first annual party in December 2006. We were fortunate to have 150 children in attendance, of which 65 children were adopted. It was a wonderful experience where parents met with others who adopted in foreign countries.
- **Adoption ARK picnics:**  
We sponsored picnics in California, Illinois and Texas for those families who adopted their children with help of Adoption ARK in 2007, 2008 and in January, 2009.

Adoption ARK is trying to help as many children as possible who reside in needy countries. We hope that we live up to our 501c3 status and we are very proud to be working as a non-profit organization.

#### **Adoption ARK Home Study and Post Placement / Post Adoption Reporting Fees**

- \$2,580 for clients who are working with Adoption ARK for Home Studies and international adoption
- \$3,580 for families who use the Home Study department for their Home Studies, but do not follow up with international adoption using Adoption ARK.
- An additional \$200 home study application fee is due with submission of the home study application.
- Fees for Supervised Providers will be included upon finalization of list of Supervised Providers
- Adoption ARK Home Study Families: Post Placement report fees for families who are using Adoption ARK for home study only must be paid at the time the home study is initiated. If no placement occurs the post placement fee will be refunded. The Post Placement fee can increase at any time, the family is responsible for the fees that Adoption ARK will charge at the time of conducting Post Placement report.
- A travel charge, based on the current IRS mileage rate, will be added to the cost of a Home Study and Post Placement/Post Adoption report and is payable to the social worker.

#### **Post Placement / Post Adoption Report**

The Post Placement / Post Adoption Report is due in Adoption ARK’s office no later than the due date specified. The family is required to submit originals and copies of the report, based upon current information available for the country you adopt from. Each original must have an original notary and apostille. Adoption ARK reserves the right to pay for Post Placement / Post Adoption reports directly to the Post Placement / Post Adoption Reports agency or Social Worker and, if required to do so, will also charge a fee for arranging this service. Late Post Placement / Post Adoption reports will result in loss of the post placement deposit.

**Amendment 1.1 to Post-Placement Policy, effective February 1, 2011**

Adoptive parents, who have completed adoptions, are required to provide continuous, mandatory Post Placement / Post Adoption Reports. Failure to provide Post Placement / Post Adoption Reports in the specified format and in a timely manner will result in the loss of the post placement deposit being held by Adoption ARK, Inc.

The post-placement deposit will not be returned if the Post Placement / Post Adoption Reports are not delivered by the due date, and/or if the Post Placement / Post Adoption Reports are not in the required format. The required Post Placement / Post Adoption Reports must meet the following specifications:

- The Post Placement / Post Adoption Reports are written by a social worker
- Photos of the child (actual photographs or color print outs) are attached to the Post Placement / Post Adoption Reports in the required quantity
- The Post Placement / Post Adoption Reports are notarized and apostilled
- The required number of originals is provided to Adoption ARK
- The Post Placement / Post Adoption Reports are delivered to Adoption ARK by the due-date

Please note that Adoption Ark allows parents to use self-reports only for some programs. Those parents, who have adopted from Kazakhstan, can provide self-reports starting from the 5<sup>th</sup> report and up to the point when the adopted child reaches 18 years of age.

Adoption Ark has expended a lot of manpower and time to managing those parents who delay or refuse to provide Post Placement / Post Adoption Reports in the manner specified above. Please remember that Post Placement / Post Adoption Reports are a mandatory part of your adoption obligation.

*Placement / Post Adoption Report policy amendment is enforced on February 1, 2011.*

Sample

**Post Placement / Post Adoption Report Guidelines**

<b>Country</b>	<b>Number of Reports</b>	<b>Family or Social Worker Generated</b>	<b>Specific Report Form</b>	<b>Authentication Requirements</b>	<b>Number of Pictures Required</b>
<b>Russia</b>	4 reports at 5 mo., 11 mo, 23 mo. and 35 mo. (2 originals + 2 copies)	All reports are done by SW of licensed Agency	Yes	All reports must be notarized and apostilled	4 sets of 7-10 color photos
<b>Kazakhstan</b>	Annually on court anniversary date until the child is 18 yrs old (1original + 1 copy)	First 4 reports must be done by SW, all other reports are family generated	Guidelines available	All reports must be notarized and apostilled	2 sets of 7-10 color photos
<b>Ukraine</b>	Reports at 12 mo., 24 mo., and 36 mo. & a report every three years thereafter until the child reaches 18 (2 originals + 1 copy)	First 2 reports must be done by SW, all other reports are family generated	Guidelines available	All reports must be notarized and apostilled	3 sets of 7-10 color photos
<b>Bulgaria</b>	4 reports at 6 mo., 12 mo., 18 mo., & 24 mo. following court (2 originals + 2 copies)	All reports done by SW	Guidelines available	All reports must be notarized and apostilled	4 sets of 8-10 color photos
<b>Hungary</b>	2 reports at 2 mo. & 12 mo. following court (2 originals + 2 copies)	All reports done by SW	Guidelines available	All reports must be notarized	4sets of 7-10 color photos
<b>Ghana</b>	Annually on court anniversary date until the child is 18 yrs old (1original + 1 copy)	First 4 reports must be done by SW, all other reports are family generated	Guidelines available	All reports must be notarized	2 sets of 7-10 color photos
<b>Azerbaijan</b>	5 reports due at 5 mo., 11 mo., 18 mo., 23 mo., and 35 mo. from the court date (1 original + 1 copy)	All reports must be done by a SW	Guidelines available	All reports must be notarized and apostilled	2 sets of 7-10 color photos
<b>Uganda</b>	Annually on court anniversary date until the child is 18 yrs old (1original + 1 copy)	First 4 reports must be done by SW, all other reports are family generated	Guidelines available	All reports must be notarized and apostilled	2 sets of 7-10 color photos
<b>Nepal</b>	Reports at 6 mo. & 12 mo. & then once a year until the child is 16 years old (2 originals + 1 copy)	First report must be done by SW, all other reports are family generated	Guidelines available	All reports must be notarized	3 sets of 7-10 color photos
<b>Dominican Republic</b>	6 reports due at 6 mo., 12 mo., 2 yrs., 3 yrs., 4 yrs., & 5 yrs. from the court date (1 original + 1 copy)	First 4 reports must be done by SW, all other reports are family generated	Guidelines available	All reports must be notarized and apostilled	2 sets of 7-10 color photos
<b>Colombia</b>	4 reports due at 3 mo., & the rest at 6 mo. intervals (1 original + 2 copies)	All reports done by SW	Guidelines available	All reports must be notarized and apostilled	3 sets of 7-10 color photos
<b>Ethiopia</b>	Reports due at 3 mo., 6 mo., 12 mo. & then annually until the child reaches the age of 18 (1 original + 2 copies)	First 3 reports must be done by SW, all other reports are family generated	Guidelines available	All reports must be notarized and apostilled	3 sets of 7-10 color photos
<b>Nicaragua</b>	Reports due at 6 mo., 12 mo. & 24 mo. from the court date (1 original + 1 copy)	All reports must be done by a SW	Guidelines available	All reports must be notarized and apostilled	2 sets of 7-10 color photos

## **Internet Confidentiality**

While the Internet can be a wonderful source of information and opportunity for sharing during your adoption, we request that you be very careful about posting particulars about your adoption on the Internet. In the past, when private discussions about what is going on in China, Ethiopia, Russia, Guatemala, Vietnam, Brazil, India, or any country about a particular adoption have been posted on the Internet, it has often resulted in confusion and misinformation. Please be very careful and very selective about posting anything on the Internet. Also, when you read anything on the Internet about adoption, even when from parents who have completed their adoption or from other sources, do not assume it to be factual. When you have questions because of something you read on the Internet, please ask us.

**Please refrain from discussing details of your adoption case on the internet. Foreign Countries consider the adoption proceedings to be highly confidential and doing so could jeopardize your adoption and the other adoptions of other Adoption ARK clients. For this reason, Adoption ARK has set up a confidential newsgroup. Although we limit our participation to provide an open forum for adoptive parents, Adoption ARK strictly monitors membership and it is open only to Adoption ARK clients. This provides a safe environment for adoptive parents to freely discuss their adoption and ask questions.**

## **I. Complaint Policy and Procedure**

We anticipate a smooth working relationship with you. However, occasional misunderstandings may arise. If they do, we strongly encourage you to give us a call so that we can address your concerns. If you are not satisfied with our response, you have the right to launch the complaint process. Adoption ARK's amended complaint policy and procedure does not establish any barriers for you to file a complaint. Adoption ARK does not retaliate in any way for reported grievances or complaints. It is our desire to work through any differences that may arise and move forward in our relationship with our clients.

A copy of Adoption ARK's Complaint Procedure is located in the initial information sent to all prospective clients, is located on our website at <http://www.adoptionark.org/public/page11.aspx>, and is part of the adoption agreement entered into by Prospective Adoptive Family and Adoption ARK. It is required that the Policies and Procedures of Adoption ARK, which contains the full complaint procedure, must be signed by all Prospective Adoptive Families entering into an adoption agreement with Adoption ARK.

## **Complaint Policy Overview**

1. It is the policy of Adoption ARK to comply with, and to require its employees to comply with, the 1993 Hague Convention on Protection of Children and Cooperation in Respect of Intercountry Adoption (hereafter the Hague Convention), the 2006 Intercountry Adoption Act (the IAA), the state law, Adoption ARK regulations and other applicable legal and regulatory requirements relating to filing, addressing, investigating, and resolving complaints in regards to Adoption ARK adoption services.
2. Adoption ARK supports the principle that all customer complaints should be viewed and taken positively.
3. Adoption ARK ensures that all complaints will be treated seriously and dealt properly with an emphasis on the honest and thorough process of consideration, with the prime aim of satisfying the concerns of the complainant.
4. All written complaints that are received will be registered with Adoption ARK within 2 days, a copy of the complaint will be sent to Department of Child and Family Services in Illinois, and a response will be provided within 10 days. If an additional time for investigation and response will be required, the interim report expressing what findings were made and request of an additional time for investigation should be provided to the complainant. Please note: You will be notified that your complaint was received. If you do not receive notification that your complaint was received please call the office at (847) 215-2755.
5. Adoption ARK has an established mechanism for responding to and keeping a record of those complaints and findings of investigation.
6. In cases that involve allegations of fraud or time-sensitive issues Adoption ARK is obliged to provide expedited review of such complaints.

7. An allegation of any employee, supervised provider, or board member suspected of child selling will be given immediate consideration.
8. Adoption ARK guarantees that all records, information, organizational reports and summaries regarding received complaints will be available for the accrediting entity or other governmental authorities upon their request.
9. Adoption ARK pursues a no discouragement/no retaliation policy meaning that Adoption ARK employees and board members are prohibited from discouraging clients from filing a complaint and may not retaliate against a client or prospective client who filed such a complaint.
10. Anonymous complaints cannot be given consideration.
11. Adoption ARK believes that complaints can be a way to learn where and how the adoption service can be improved. Therefore, Adoption ARK develops and implements its own adoption services quality improvement program based on qualitative and quantitative analysis of Adoption ARK actions and performances.
12. Present complaint policy provisions are open to the public and available in electronic and hard copy versions. It is necessary for all Adoption ARK clients to be familiarized with these provisions before signing the contract with the agency. Adoption ARK can also provide a copy of the complaint procedure in Spanish.
13. The website of Council Of Accreditation (COA) is <http://www.coastandards.org>. The website of Illinois Department of Child and Family Services is <http://www.state.il.us/dcfs/index.shtml>. Adoption ARK includes links to the Council Of Accreditation (COA) and Illinois Department of Child and Family Services (DCFS) on the Adoption ARK website at <http://www.adoptionark.org/public/pag11.aspx> .

## **Complaint Procedures**

Adoption ARK hereby establishes the following procedures:

- (I) Identification of a complaint
- (II) Addressing the complaint
- (III) Retention of complaints received by the agency

Complaint procedures are written in accordance with the 1993 Hague Convention on Protection of Children and Cooperation in Respect of Intercountry Adoption, the 2006 Intercountry Adoption Act, and Illinois State Law.

### **I. Identification of the complaint**

1. What is considered to be “a complaint”?  
A complaint is a verbal or written expression of dissatisfaction about any aspect of the adoption services of Adoption ARK. A complaint becomes a formal investigation upon receiving a signed and dated expression of dissatisfaction according to the guidelines contained herein.
2. Who has the right to complain?  
Any direct or indirect client of Adoption ARK including but not limited to birth parents, Prospective Adoptive Family, adoptive parents and adoptee have a right to bring a complaint about any issues of Adoption ARK compliance with state law, the Hague convention, the IAA, or regulations of implementing IAA.
  - a) A complaint can be filed on behalf of birth parents, Prospective Adoptive Family, adoptive parents, adoptee or any other client of Adoption ARK by their legal representative(s) after providing evidences that such representations is in compliance with law.
3. What is the form of the complaint?  
A formal complaint should be in writing, signed, and dated. It is suggested that a complainant use the form that follows the Policies and Procedures. This form can also be found at <http://www.adoptionark.org/public/pag11.aspx>.
4. What information is to be provided in a complaint?
  - a) All the facts on which the complaint is based should be explained; if it is necessary, the complaint should be in chronological order.

- b) A complaint should be as detailed as possible and contains all information relevant to the case. For example, to substantiate a complaint the following information can be included: a description of alleged violation(s), date of violation, place, and if possible, the provisions of the Hague Convention (or other related legal documents) that were allegedly violated.
  - c) The complainant's full name, present address, mailing address, and fax/phone must be provided.
  - d) In addition, all documents (copies) of relevance to the complaint can be supplied.
5. At what point can a formal complaint be filed?  
A complaint can be filed at any time.
6. Where does a complainant send a written complaint?  
Adoption ARK encourages complainants to use a traceable mail service to file a complaint. Complaints received by fax and email will be accepted but, to insure the complaint is authentic, must be signed and dated. Please note: You will be notified that your complaint was received. If you do not receive notification that your complaint was received please call the office at (847) 215-2755.

Please use the address below when mailing a complaint:

Adoption ARK  
830 S. Buffalo Grove Road #103  
Buffalo Grove, IL 60089  
Email: adopt@adoptionark.org  
Fax: (847) 215-1899

## II. Addressing the complaint

1. Adoption ARK agency directors will initiate investigation of written complaint within two (2) business days of receipt of written complaint.
2. A copy of the complaint will be sent to DCFS (Department of Child and Family Services) in Illinois.
3. The investigation of a complaint is to be finalized within ten (10) business days after complaint is received. The investigation includes:
  - a. Thorough consideration of the complaint, all circumstances connected to complaint, hearing of the evidences of sides of conflict situation, witnesses if there were any, evaluation of the circumstances of the case, and character of the violation(s) in accordance with the Convention, the IAA and other acting laws.
  - b. A complaint investigator will interview all parties involved in the complaint.
  - c. All parties have the opportunity to suggest remediation.
  - d. Within 10 working days of receiving a complaint, the investigator will prepare a written decision summarizing the facts and issues involved and determine their findings based on these issues. The decision will be sent to the applicant, his/her representative (if any), and the Department of Child and Family Services (DCFS) in Illinois. If extenuating circumstances exist which require additional time for resolution, an interim report shall still be provided to the complaining party and to DCFS at the ten (10) day point. The interim report shall include the reason for the delay and an estimated date of completion of the investigation and response. A final report shall be provided at the conclusion of the investigation
  - e. If an agency director is involved in the complaint or is the adoption parent coordinator, the review of complaint investigation will be done by the Board of Directors of the agency.
  - f. In the case of urgency, sensitivity of the case, or alleged fraud, Adoption ARK provides expedited review of complaints. The matter of urgency and/or sensitivity is determined by Adoption ARK's agency directors, CEO, or, if applicable, the Adoption ARK board of directors.
  - g. The findings and resolution of the complaint is sent to the applicant and his/her representative (if any) by email, fax, USPS mail, or certified mail, immediately after conclusion.
  - h. The resolutions of all complaints shall be reported to Adoption ARK's Board of Directors and will include copies of the written complaint and the agency's written response. The reports of complaint resolutions that are made to Boards of Directors will be reflected in the minutes of the meetings.

- i. Adoption ARK will advise the clients about other procedures available to them in case they are dissatisfied with the decision of the agency. Complainants can file complaints to COA, <http://www.coastandards.org> and DCSF <http://www.state.il.us/dcfs/index.shtml>
- j. Adoption ARK will provide access to the information (when it is available in accordance with retention of complaints rules) regarding a complaint in case the complainant would attempt further actions to get satisfaction beyond procedures of Adoption ARK agency.

**III. Retention of complaints**

- 1. The record of the complaint is filed in the Complaint Records folder.
- 2. The term of keeping a complaint record is five years.
- 3. The responsibility of managing the Complaint Records folder is upon employees of Adoption ARK Headquarters in Buffalo Grove, IL.
- 4. The staff of Adoption ARK ensures that personal data gathered or transmitted in connection with an adoption is used only for the purposes for which the information was gathered and safeguards sensitive individual information.

**Illinois Adoption Agency Information and Complaint Registry**

The State of Illinois Adoption Agency Information and Complaint Registry serves to assist the public in the monitoring of licensed child welfare agencies. You may access information concerning the past history and records of any licensed child welfare agency providing adoption services in Illinois through the DCFS registry’s toll-free telephone number (1-866-730-5110). Information shall also be available on the DCFS website, <http://www.state.il.us/dcfs/index.shtml>.

**Prohibition on Child Buying:**

Adoption ARK prohibits its employees and agents from giving money or other consideration, directly or indirectly, to a child’s parent(s), other individual(s), or an entity as payment for the child or as an inducement to release the child. Adoption ARK remits reasonable payments for activities related to the adoption proceedings, pre-birth medical costs, the care of the child, the care of the birth mother while pregnant and immediately following birth of the child, or the provision of child welfare and child protection services generally.

**Statement of Non-Discrimination**

Adoption ARK does not discriminate on the basis of race, religion, marital status, ethnicity, gender or sexual orientation.

**Preferential Treatment**

Adoption ARK does not give preferential treatment to its board members, contributors, volunteers, employees, agents, consultants, or independent contractors with respect to the placement of children for adoption.

\_\_\_\_\_  
 Prospective Adoptive Mother’s Signature                      Date

\_\_\_\_\_  
 Prospective Adoptive Father’s Signature                      Date

## Complaint Form

**Complainant's Name:** \_\_\_\_\_

**Complainant's Address:** \_\_\_\_\_

**Complainant's Phone Number:** \_\_\_\_\_

**Complainant's Email Address:** \_\_\_\_\_

**Date of Alleged Incident:** \_\_\_\_\_

**Allegation:** \_\_\_\_\_

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(Please use additional page if needed)

**Conclusion/Resolution (written by Adoption ARK):** \_\_\_\_\_

Sample

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(Please use additional page if needed)

**Received By Adoption ARK Representative** \_\_\_\_\_  
**on (date)** \_\_\_\_\_

**Letter of Acknowledgement sent on** \_\_\_\_\_

**Investigation led by** \_\_\_\_\_  
(Name of Director or CEO)

**Letter of Investigation Findings sent on** \_\_\_\_\_

**Copy Sent to DCFS on** \_\_\_\_\_

(Please Note: All written complaints that are received will be registered within two (2) business days and a response provided within 10 business days. An email acknowledging the receipt of your complaint will be sent within two (2) business days. If you do not receive acknowledgement that your complaint was received please assume that your complaint was not received and call the Adoption ARK office for further assistance.

## ADOPTIVE PARENTS' RIGHTS AND RESPONSIBILITIES IN ILLINOIS

*This document does not constitute legal advice. Legal advice is dependent on the specific circumstances of each situation and jurisdiction. The information in this document is an overview and does not cover all cases or facets of adoption law in Illinois. It cannot replace the advice of an attorney licensed in your state.*

Illinois has progressive adoption laws that protect the rights of birth parents and adoptive parents. Prior to paying any agency fees, adoptive parents who are using the services of an adoption agency in Illinois must receive this document from their caseworker as soon as is reasonably practical after meeting with an agency worker. Adoptive parents may take this document home to read in private prior to reviewing it with a worker from the agency.

This document provides adoptive parents with information regarding their choices, rights and responsibilities as they relate to adopting a child in Illinois. The information generally refers to the rights of adoptive parents in agency-assisted and private Illinois adoptions, and does not refer to situations involving adoptions that go through the child welfare system and the Juvenile Court. While much of the information contained in this document is applicable, prospective adoptive parents who are providing long term foster care and who are considering adoption should seek the assistance of their caseworkers and their attorneys.

### The different ways to adopt a child are to:

- 1) adopt domestically through an adoption agency that is licensed in Illinois or elsewhere in the U.S. (an 'agency assisted adoption');
- 2) work with an adoption agency that is licensed in Illinois or elsewhere in the U.S. to adopt internationally (an 'international or intercountry adoption'); or
- 3) work with an adoption attorney to adopt domestically (a 'private adoption'; other states may or may not be involved); or
- 4) become a licensed foster parent and provide long term foster care for a child who has been removed from his or her parents due to abuse, neglect or dependence. If the child cannot return home to his or her birth parents, the placement will likely convert to an adoption.

**Note:** No agency or attorney can guarantee in advance that you will be approved as an adoptive parent, that a child will be placed with you or that if a child is placed with you that you will be ultimately approved by the court as an adoptive parent.

### RIGHTS OF ADOPTIVE PARENTS

#### ADOPTIVE PARENTS WORKING WITH AN ILLINOIS ADOPTION AGENCY HAVE MANY RIGHTS, INCLUDING THE RIGHT TO:

1. Be treated with respect and dignity.

Adoptive Parent(s) Initials \_\_\_\_\_/\_\_\_\_\_

Witness Initials \_\_\_\_\_

**ADOPTIVE PARENT'S RIGHTS AND RESPONSIBILITIES**

2. Make decisions free from pressure or coercion, including your decision to accept or reject the placement of a particular child.
3. Be informed of the rights of birth parents.
4. Receive a written schedule of agency fees and refund policies as well as a copy of the agency's annual report.

**Note:** An agency may not require you to make a donation, or increase its fees without notice. Agencies may not charge additional fees and expenses beyond those disclosed in the adoption fee schedule unless additional fees are reasonably required by the circumstances and you are informed of them before they are incurred. In addition, an agency may not charge excessive fees and they must be based on services provided to adoptive families and to birth parents.

5. Know whether or not the agency will provide you with a copy of your home study. Adoptive parents also have the right to request a transfer of their foster parent licensing or home study file to another agency and the right to expect that the transfer be made in a timely manner.
6. For the adoption of a child born in Illinois, receive in writing, no later than the date of placement, non-identifying information (if known) concerning the child and his or her birth family to be placed with you for adoption, including the:
  - Date and place of birth of the child; immunization records; and conditions or diseases believed to be hereditary;
  - Drugs or medications taken by the child's biological mother during pregnancy;
  - Psychological and psychiatric information known about the child and birth family;
  - Any other information that may be a factor influencing the child's present or future physical, mental or emotional health;
  - Information on previous placements, if any, and reasons for placement changes, excluding identifying information on previous caregivers;
  - Any known behavioral information about the child necessary to care for the child and other children in your home;
  - Age, general physical appearance, ethnic background, race, religion, education, occupations, hobbies, interests and talents of each of the biological parents;
  - Existence of any other children born to the biological parents;
  - Information about biological grandparents; reason for emigrating into the United States, if applicable, and country of origin;
  - Relationship between biological parents;
  - Detailed medical and mental health histories of the child, the biological parents, and members of their immediate families;
  - In the case of emergency placements, known information may be provided verbally, but subsequently must be provided in writing;
  - Information learned by the agency between the time of placement and the time of the adoption finalization as it is acquired;

Adoptive Parent(s) Initials \_\_\_\_\_/\_\_\_\_\_

Witness Initials \_\_\_\_\_

## ADOPTIVE PARENT'S RIGHTS AND RESPONSIBILITIES

**Note:** If you are adopting a child from another country, the availability of the abovementioned information will be limited. If you are adopting a child born in another State, you should receive all known background information and birth records.

7. Adoptive parents may view supporting documentation in the child's file in the presence of casework staff at the Illinois agency, but may not have access to identifying or personal information about other people. Adoptive parents should be advised by the adoption agency if certain information about birth family members is not provided due to confidentiality protections under federal law.
8. Training that includes counseling and guidance for ensuring a successful adoption. You must complete the training within the time frame required by your agency.
9. Confidentiality of your identifying information (unless otherwise required by Illinois law or court order).
10. Seek medical, emotional and social work advice from independent resources prior to accepting the placement of a particular child.
11. If you are adopting domestically, you can ask to participate in an open or closed adoption with your adopted child's birth parents and ask to meet them prior to placement; or to choose another agency if your request cannot be honored. Any agreement or promises regarding plans to have contact with the birth parents of your child or receive information after the finalization of the adoption cannot be enforced under Illinois law.

### AS AN ADOPTIVE PARENT WORKING WITH AN ATTORNEY TOWARD A PRIVATE ADOPTION, YOU HAVE THE RIGHT TO:

1. Receive information regarding legal fees, expenses and refund policies.
2. Inquire about the attorney's license and status. You may access this information by calling the Illinois Attorney Registration and Disciplinary Commission at 800-826-8625 or 312-565-2600 or accessing its website at [www.iardc.org](http://www.iardc.org). Another resource is the American Academy of Adoption Attorneys website: [www.adoptionattorneys.org/](http://www.adoptionattorneys.org/) or telephone at 202/832-2222.
3. Ask about and expect that your attorney have experience in adoption law.
4. Inquire about any conflict of interest that would affect the attorney's representation of you. An attorney may not represent both the birth parents and the adoptive parents at the same time. Similarly, you should inquire about the attorney's relationship with any agencies with which you have worked.
5. Ask your attorney to explain to you the parameters of confidentiality of the private information you disclose to your attorney.

Adoptive Parent(s) Initials \_\_\_\_\_/\_\_\_\_\_

Witness Initials \_\_\_\_\_

## ADOPTIVE PARENT'S RIGHTS AND RESPONSIBILITIES

**Note: Illinois laws do not permit an attorney to be paid to provide adoption services.**

- Adoption services are defined as: arranging for the placement of a child, identifying a child for adoption, matching adoptive parents with biological parents, arranging or facilitating an adoption, taking or acknowledging consents or surrenders.
- Licensed attorneys may provide and charge for legal services related to the adoption. For example, fees may be charged to appear in court on your behalf or provide you with legal advice.

### RESPONSIBILITIES OF ADOPTIVE PARENTS

**As an adoptive parent, it is your responsibility to:**

- Work cooperatively and honestly with the entity handling your adoption.
- Disclose if you have ever been the subject of an unfavorable home study or if you have ever withdrawn an application from an agency.
- Pay the agreed-upon fees promptly.
- Obtain the express permission of the agency that developed a "review only" home study before forwarding the study to other agencies.
- Keep your agency informed of new pertinent information about your family.
- Receive permission from the agency with which you are licensed before you accept a child being placed by another agency into your home.
- Cooperate in obtaining the required training on adoption related issues.
- Be cooperative with post-placement monitoring and support.
- If you are transferring your foster parent license from one agency to another, you are responsible for arranging for the original agency to send the home study directly to the subsequent adoption agency.

### REQUIREMENTS FOR LICENSED ADOPTION AGENCIES

1. This document shall be utilized in all agency-assisted adoptions in Illinois, **except in cases in which there is a pending Juvenile Court case** relating to the child being placed for adoption
2. The Department of Children and Family Services must license any agency providing adoption services in Illinois.
  - The agency must be recognized by the IRS as a charitable organization under section 501(c) 3 of the Internal Revenue Code.
  - Only adoption agencies that are licensed may receive payment or compensation for providing adoption services or advertise their services. (Adoptive parents may advertise on their own behalf.)
  - DCFS will not issue or renew the license of an adoption agency unless it is already or has achieved 501(c)(3) status, as recognized by the Internal Revenue code, by August 15, 2007.

Adoptive Parent(s) Initials \_\_\_\_\_/\_\_\_\_\_

Witness Initials \_\_\_\_\_

**ADOPTIVE PARENT’S RIGHTS AND RESPONSIBILITIES**

3. Before you submit an application to an adoption agency that is providing adoption services in Illinois, the agency must provide you with its estimated fees, its refund and grievance policies and procedures in writing.
4. Before you enter into a contract or agreement with an Illinois adoption agency, the agency must provide you with a description, in writing, of its adoption services, policies and practices, and general eligibility criteria, including:
  - a. Verification of its current licenses and certifications;
  - b. Description of the agency’s philosophy and/or religious affiliation;
  - c. Content of the home study, preparation and licensing process, general training hours required and description of the home study process;
  - d. Any policy, requirements or situation that would affect the placement of a child with you;
  - e. Expected waiting period for the placement of a child with you;
  - f. How background information about the child is gathered and in what form it is shared; and
  - g. The post-placement process and the requirements for the finalization of your adoption.
5. This document shall be read aloud in its entirety to the adoptive parent(s) by an agency employee and shall be provided to them in writing in their preferred language.
6. The adoptive parent(s) and a witness from the agency must initial each page.
7. After it is signed and dated, a copy of this document shall be provided to the adoptive parent(s), and the original shall be maintained in the adoption agency’s client file.

**RESOURCES**

**THE ILLINOIS DCFS LICENSED ADOPTION AGENCY WEBSITE**

This website provides information on all the adoption agencies in Illinois. The “Summary of Illinois Licensed Adoption Agencies” document provides a basic overview of all agencies, including contact information regarding each agency’s DCFS licensing representative. [www.state.il.us/dcfs/adoption/agencies/default.html](http://www.state.il.us/dcfs/adoption/agencies/default.html)

**THE ILLINOIS ADOPTION REGISTRY AND MEDICAL INFORMATION EXCHANGE**

Your agency should offer you information about the Illinois Adoption Registry, which provides a means by which registrants may authorize or prohibit the release of identifying information, including a copy of the adopted person's original birth certificate, to others involved in their surrender or adoption. Confidential facts may be released to registrants only after at least two specified parties to the adoption have each filed an explicit mutual consent for the exchange of this information.

Website: [www.idph.state.il.us/vitalrecords/adoptioninfo.htm](http://www.idph.state.il.us/vitalrecords/adoptioninfo.htm) or telephone 877-323-5299

**THE ILLINOIS CONFIDENTIAL INTERMEDIARY PROGRAM**

The DCFS Confidential Intermediary Program provides a way for adoptees, adoptive parents, birth parents and other birth relatives to connect. A Confidential Intermediary (CI), who is trained and certified by DCFS to provide this service, is appointed by the Court to locate the sought-after relative. When the relative is located, the CI explains the reason for the contact, describes the options available and helps facilitate a mutually agreeable outcome. The CI protects each person’s privacy and confidentiality until/unless both decide to have direct contact. Website: [www.ci-illinois.org](http://www.ci-illinois.org) or telephone 847-298-9096

Adoptive Parent(s) Initials \_\_\_\_\_/\_\_\_\_\_

Witness Initials \_\_\_\_\_

**ADOPTIVE PARENT'S RIGHTS AND RESPONSIBILITIES**

**DCFS ADOPTION ASSISTANCE/SUBSIDIES FOR NON-WARD SPECIAL NEEDS CHILDREN:**

For special needs children who are not wards of the Illinois Department of Children and Family Services, the Department will provide subsidies if the child meets the necessary criteria. If you adopt a child who is eligible for supplemental security income (SSI), or who meets other special needs criteria, your child may be subsidy eligible. If you are working with an agency, check with your caseworker.

Website [www.state.il.us/dcf](http://www.state.il.us/dcf) or telephone 800-232-3798

**NORTH AMERICAN COUNCIL ON ADOPTABLE CHILDREN (NACAC)**

Website: [www.nacac.org/](http://www.nacac.org/)

970 Raymond Avenue, Suite 106

St. Paul, MN 55114

Telephone: 651-644-3036

**CHILD WELFARE INFORMATION GATEWAY**

A division of the Children's Bureau, Administration for Children and Families, U.S. Department of Health and Human Services website: [www.childwelfare.gov/](http://www.childwelfare.gov/)

**SIGNATURES:**

**Adoptive Parents:**

Sample

\_\_\_\_\_  
Adoptive Parent's Printed Name                      Adoptive Parent's Signature                      Date

\_\_\_\_\_  
Adoptive Parent's Printed Name                      Adoptive Parent's Signature                      Date

\_\_\_\_\_  
Witness's Printed Name                      Witness's Signature                      Date

**Agency:**

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

\_\_\_\_\_  
Authorized Representative's Printed Name                      Authorized Representative's Signature                      Date

Adoptive Parent(s) Initials \_\_\_\_\_/\_\_\_\_\_

Witness Initials \_\_\_\_\_



**Adoption ARK**  
**A Hague Accredited Agency**

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Illinois Licensed Child Welfare Agency, # 429659-02  
830 S. Buffalo Grove Road #103  
Buffalo Grove, IL 60089  
T. (847) 215-2755 F. (847) 215-1899

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www.adoptionark.org

Email: adopt@adoptionark.org

**Authorization for Exchange or Release of Information**

Name of Applicant(s):

Adoption ARK, Inc. has my permission to obtain written and/or verbal information as is necessary to complete the adoption process.

I/We understand the contents to be released/obtained, the need for information and that there are statutes and regulations protecting the confidentiality of authorized information. I/We understand that this consent is truly voluntary and is valid until \_\_\_\_\_ (date not to exceed one year). I/We also understand that I/we may withdraw this consent at any time except to the extent that information has already been received or obtained.

\_\_\_\_\_  
Prospective Adoptive Mother's Signature      Date

\_\_\_\_\_  
Prospective Adoptive Father's      Signature      Date



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Email: adopt@adoptionark.org

**Prospective Adoptive Family Acknowledgment**

I/We, ,  
hereby acknowledge the receipt of the following information:

- Welcome Packet from Adoption ARK which includes information about Adoption ARK, Inc., country programs, eligibility requirements for adopting parents, approximate fees for each country, additional fees not included in the adoption service agreement, general information about international adoption and the adoption process; Home Study Process package.
- Policies and Procedures of Adoption ARK which includes grievance procedures; and
- Adoption Agreement which outlines the responsibilities of Adoption ARK, the obligations of the adopting parents, post placement obligations, sample of adoption fees and refund policy.
- Adoptive Parent Rights and Responsibilities
- Acknowledgment of Supervised/Non-Supervised Provider Involvement
- Authorization for Exchange or Release of Information

\_\_\_\_\_  
Prospective Adoptive Mother's Signature      Date

\_\_\_\_\_  
Prospective Adoptive Father's Signature      Date



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www.adoptionark.org

Email: adopt@adoptionark.org

**Referral Acceptance Form**

I/We, \_\_\_\_\_ (Full Name (s) of Prospective Adoptive Family), have decided to accept the child,

\_\_\_\_\_ (Full Name of Child), born on

\_\_\_\_\_ (Full Birth date of Child). We visited the child on

\_\_\_\_\_ (Dates) in \_\_\_\_\_ (Name of Region/Country)

I/We made my/our decision based on my/our own review of the information provided to me/us by the government of

\_\_\_\_\_ Name of Region

\_\_\_\_\_ Name of Country

Sample

and not on any representations that were made by Adoption ARK employees, foreign partners, travel coordinators, attorneys or were received from third parties (i.e., orphanage director). I/We made this decision without any pressure and by my/our own free will. I/We will accept all diagnosed or undiagnosed conditions of our future son/daughter and accept all the legal and financial responsibility for our future child.

If this form requires completion while in the foreign country, the form shall be faxed to the Parent Coordinator before court.

\_\_\_\_\_  
Prospective Adoptive Mother's Signature      Date

\_\_\_\_\_  
Prospective Adoptive Father's Signature      Date

**Notary**