



Services that heal, strengthen, and provide hope

DENVER / METRO OFFICE
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Pregnancy Counseling & Adoption Services Program

DISCLOSURE OF INFORMATION AND ADOPTION SERVICE AGREEMENT INTERNATIONAL DIRECT SERVICE AGENCY

AGREEMENT made this _____ day of _____, 201__, between _____, residing in the State of _____, hereinafter referred to as the "Client" or "adoptive family" and Lutheran Family Services Rocky Mountains, a licensed child placement agency in the state of Colorado, U.S.A., hereinafter referred to as the "Agency" or "LFS."

Family Criteria

In order to adopt through the international program, program applicants must be:

- At least 21 years of age;
- Financially stable;
- Physically and emotionally healthy; and
- Without a criminal history that prevents placement of a child by state regulations.

Families are encouraged to discuss any individual concerns about whether they meet the qualifications to be an adoptive family with a member of the adoption team prior to submitting an application.

Country qualifications may be more specific and are available through the Primary Provider. LFS is not responsible for information received during the home study process that disqualifies a family from an international adoption. Adoptive clients are strongly encouraged to disclose all relevant information and discuss any concerns with their Primary agency.

State Licensure

LFS is licensed in the State of Colorado as a Child Placing Agency. Within the scope of this licensure, the Colorado Department of Human Services (CDHS) approves our agency to provide foster care, domestic adoption services and International adoption services. LFS recruits, provides training, completes Structured Analysis Family Evaluation (SAFE) family assessments, licenses families for foster care, and provides post placement supervision and support for adoptive families. A copy of our current license and our most recent annual report are attached.

A list of all licensed adoption agencies in the State of Colorado may be obtained by contacting Colorado Department of Human Services, Division of Child Care, 1575 Sherman Street, Denver, CO 80203 at cdhs.gov or by calling 303-866-3228.

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LFS is licensed by the State of Colorado, Department of Human Services, Division of Child Care, 1575 Sherman Street, Denver, CO 80203. Review of the file is available by contacting CDHS at cdhs.gov or by calling 303-866-3755.

Rules regulating Child Placement Agencies in the State of Colorado can be found at sos.state.co.us/pubs/CCR/CCRHome.html.

LFS is Hague accredited through the Council on Accreditation (COA). If you have a grievance that relates to an issue with compliance with Hague requirements or regulations regarding implementation of IAA standards, a letter can be submitted online to the Hague Complaint Registry at <http://adoption.usca.state.gov/HCRWeb/WelcomeForm.aspx>.

Fees

Fees paid to LFS are for services provided to a prospective adoptive family and not for placement of a child. Fees for services are agreed to remain with LFS regardless of whether a placement has occurred. The execution of this Agreement, the performance of Agency services, or the payment of any fees pursuant to it, provide no guarantee, express or implied, of Client's approval as eligible for adoption, the adoptive placement of a child with Client, or a successful final adoption of a child by Client. The parties acknowledge that adoptions are subject to legal, political, and social factors not under control of Agency or Client and which may change from time to time.

Additionally, LFS cannot predict how long it may take between the application and the placement of a child. The fee structure remains the same regardless of the child's age, physical or emotional health, or other special needs. Fees are billed at each step in the adoption process and applicants agree to pay all fees for services rendered. Adoptive families may withdraw at any time; however, no refunds will be made for services already provided. A fee agreement is provided in this disclosure, and is incorporated herein, that further clarifies fees, when payments are due and refund policies.

Time Frame for Services

The time frame from application to placement varies for each adoptive family. The application process, which involves background checks, usually takes one month and must be completed prior to beginning the home study. The average time for home study assessment is 2-3 months. Training is offered twice per year and can be completed in conjunction with the home study. Once the home study is complete and approved, the adoptive family's study will be sent to the Primary agency. The wait time for a referral varies and LFS is not able to control the timeframe for a referral.

POTENTIAL RISKS TO ADOPTION

Medical Risks / Waiver of Health Conditions

LFS cannot predict an adoptive child's mental or physical development, mental or medical issues, or inherited characteristics. Clients understand and acknowledge that some medical facilities in the child's country of origin are more comprehensive than others. LFS cannot guarantee any of the referral

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information provided by the Primary Agency or the contents within. Prior to accepting a placement, LFS encourages all adoptive parents to consult with a pediatrician or medical specialist to review all information presented in order to make an informed decision regarding accepting a placement.

The information provided to LFS may be incomplete and incorrect. LFS does not assume the duty to independently verify the information provided to us by the Primary Provider and other sources, nor will we make an independent investigation into the child's background, health, or social situation. The adoptive parents agree not to expect or rely upon LFS to verify or investigate the truth of information provided to us by the Primary Agency or third parties either at the time of placement or in the future.

In accepting a child for adoption, Client thus acknowledges the following:

- a. That the results of any medical testing may not be accurate or may be an indication of the child's health at only one specific point in time.
- b. That the identities, prior medical history, and genetic history of the biological mother and father of an adopted child may be unknown or inaccurate.
- c. That an adopted child may have or develop a congenital defect, medical disease, or condition undiagnosed, misdiagnosed, or unforeseen prior to adoption.
- d. That an assessment of the health of a child cannot be entirely accurate in the absence of certain tests, requiring time and controlled conditions.
- e. That it is impossible to predict the intelligence of a child, and it is unlikely that anyone can or will be able to diagnose or predict problems such as allergies, the need for corrective glasses or braces, or other ordinary conditions accompanying the development of a child.

Considering the above, Client accepts the risks that a child adopted pursuant to this Agreement may have congenital defects; physical, mental, or social handicaps; undiagnosed, misdiagnosed, or subsequently developing physical or mental illnesses or health conditions.

In accepting such risks, Client will assume full responsibility for care of the adopted child including financial responsibility for health-related services obtained for and provided to child.

ADOPTION PROCESS

Home Study

The family assessment or home study is usually completed in 12-16 weeks and includes extensive background checks and interviews for all persons residing in the home who are 18 years of age or older. It is important to disclose all relevant information. Failure to do so may result in a denial of the home study.

The Adoption Counselor will schedule a minimum of three (3) visits and will need to interview everyone living in the home. These visits will need to occur during our normal business hours and at least one visit will need to be in your home.

If concerns arise at any time during the interview process, LFS may require that an adoptive family provide additional information. This may include but is not limited to a psychological evaluation, drug evaluation, marital or individual counseling, financial counseling, or fertility counseling. The assessment

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will be at the adoptive parents' expense. The home study will not be completed until the information is received.

After the home study is completed, the adoptive family will be given the opportunity to review the study with the Adoption Counselor to ensure that all factual information is correct. An adoptive family is not able to have a copy of the home study due to State regulations but is allowed to review it at the LFS office. LFS may approve, deny, or defer approval of your study based on our professional assessment and in accordance with the SAFE assessment criteria. If denied or deferred, an adoptive family will be notified of the decision in writing. If the reason for deferment is correctable, they will be given steps to remedy the concerns and potentially become approved. There is no guarantee or warranties of approval, even upon completion of the recommended steps.

In the event that an adoptive family becomes pregnant or has a significant life event that affects their ability to accept a placement, the adoptive family agrees to timely inform LFS of the change and contact the Primary agency. Timely is defined within three (3) business days. Refunds will not be given for services already provided but fees already paid will be credited in the event of a future placement.

The home study must be updated every eighteen months from the time of approval until the adoption is finalized. There is a fee for annual updates. Updates include a home visit with all family members' present, medical forms and a safety inspection. If LFS has not been contacted for one year by the adoptive family, their file will be closed. No credit will be made for fees already paid.

Training

LFS provides International Adoption Core training required by the State of Colorado and Hague. Both applicants must attend a minimum of 18 face to face training hours. The entire training curriculum is available upon request. Additional training is encouraged and may be required by LFS, if in their sole discretion it is necessary. Training should be completed prior to travel to the child's country. Trainings are held twice per year. Families who have completed adoption training previously may not need to repeat classes depending on the training curriculum, date of completion, and certificate verification.

Additional training must include parenting a child who has been abused and neglected, parenting the physically, mentally, developmentally or emotionally abused child, and the impact of frequent moves and multiple caregivers on the development of a child. These hours may be in trainings other than face to face.

Foster Care Licensure

LFS will apply for a foster care license for all adoptive families in the event the adoption is not finalized in country. The license will be given prior to placement and will maintain foster care licensure until the finalization of the adoption. This license is specific to the child or children placed through the LFS adoption program. In the event there is a change in the adoptive family's residence, household members, or safety inspection checklist, the adoptive family agrees to contact the Adoption Counselor within three business days.

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Post Placement

Post placement supervision is provided by LFS to the adoptive family upon placement of a child in the home. The Adoption Counselor will visit the adoptive home within two weeks of placement and will continue visits as required by the Primary Agency. The visits are designed to offer support, additional training, and compliance with foster care regulations if necessary, and to provide reports to the Primary Agency. The entire family must be present and visits will occur during normal business work hours. Lack of follow through with post placement services may result in the child being removed from the adoptive home.

In the event the adoptive family is licensed for foster care and desires to travel out of state while the child is in their care, it is agreed that they will request in writing to do so from their Adoptive Counselor prior to travel with dates of travel and destination. LFS will timely consider such request and will not unreasonably withhold their consent to do so. If, however, permission is not granted, the adoptive family agrees not to travel out of state.

In the event the family needs to move out of state before finalization, the adoptive family will need to work with an agency in the new state regarding a new home study and post placement. Out of state placements also require Interstate Compact for the Protection of Children (ICPC) approval prior to relocation. Adoptive families are responsible for all additional fees incurred and LFS will not refund post placement fees already paid.

Agency and Client will seek to avoid disruption of the adoption during the post placement period prior to final adoption if that is in the best interest of the child. Client understands it is their responsibility to immediately notify Agency of any significant problems that may arise relative to the placement. To the extent it has knowledge and resources, Agency will provide support, advice, and offer information regarding available external assistance such as counseling that the family may obtain at their expense. If the Agency believes that there are serious protective concerns, a referral to the county Department of Social Services will be made. LFS will inform the Primary Agency within 24 hours regarding the concern.

Finalization

LFS Adoption Counselors will assist adoptive families in finalizing their adoption in Jefferson County District Court if the child's adoption was not finalized in country. LFS will file with the Court the Intent to Adopt on behalf of the adoptive family. LFS will set a Finalization Court Date upon the completion of the post placement services and as directed by the Primary agency.

Adoption services are available for families after finalization at the request of the adoptive or birth family. An adoptive family can contact any member of the LFS adoption team if they are interested in pursuing additional services after the adoption.

Revalidation
All adoptions finalized in country must be revalidated for the purposes of obtaining a US court order and US birth certificate. Families are encouraged to obtain the revalidation, however, it must be completed by the closure of the case. LFS will complete the revalidation although additional fees will be incurred.

Dissolution

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A dissolution of an adoption occurs when a family chooses not to parent their child after closure of the case. As legal parents, the family are encouraged to contact LFS to obtain services prior to dissolving the adoption. Referrals to community resources and family support through a LFS worker will be provided. The Primary Agency will be notified and services will be coordinated. LFS will not assume custody of the child or children. The Primary Agency will be responsible for respite and permanent placement options if needed.

ADOPTIVE FAMILY RIGHTS AND RESPONSIBILITIES

Confidentiality

LFS understands that information obtained during a SAFE home assessment or while working with an adoptive family may be sensitive in nature and LFS will not intentionally disclose that information to anyone without permission. However, there may be information shared on a “need to know” basis during the adoption process.

LFS prohibits adoptive families from sharing child specific adoption information and/or photographs on any form of social media including, but not limited to, Facebook, Twitter, and Instagram, until the adoption is finalized. LFS highly recommends against the emailing or messaging of child specific information or photographs to anyone outside of the immediate adoptive family or birth family. This is to protect others from sharing this information on social media.

Information learned during the adoption process about birth parents, birth families, children for which an adoptive plan is being made or other prospective adoptive family applicants is strictly confidential. This information cannot be shared with friends or family except on a “need to know” basis. For additional clarification, speak with the Adoption Counselor or other member of the LFS team.

Procedures for Records and Files

The adoption file is the property of LFS and all information is treated as confidential. An adoptive family may review the file, with the exception of references, at any time. Should the adoptive family wish to have the file released to another licensed placement agency, LFS will do this with a signed release of information and if all fees for services have been paid. LFS will not release an adoptive file to an attorney, any other entity acting on your behalf, any facilitator, or an adoptive family without a court order.

LFS currently maintains all closed files that do not result in an adoption for three years, at which time they are destroyed. All files resulting in an adoption will be digitally scanned and electronically stored. In the event that LFS discontinues services, two copies of all digitalized files will be transferred to and maintained by the Colorado Department of Human Services.

Grievance Policy

Any adoptive parent or prospective adoptive parent may lodge a complaint if they believe they were treated unfairly by LFS. The complete grievance procedure is attached to this form.

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No action will be taken to discourage a client from making a complaint or expressing a grievance about the performance of any member of the LFS staff or services provided. Expression of dissatisfaction from an adoptive parent will not result in a change of status regarding being shown to expectant parents. Any grievance should begin with the worker and may go through the chain of command within the agency. The complete grievance procedure is attached to this form that explains the specific steps to resolving the dispute within the agency.

LFS is licensed by the State of Colorado, Department of Human Services, Division of Child Care, 1575 Sherman Street, Denver, CO 80203. To file a complaint, you may write to this address, call 303-866-3755 or 1-800-799-5876, or contact them online at cdhs.org. Complaints may also be filed with the Colorado's Child Protection Ombudsman, by calling 303-864-5111 or online at protectcoloradochildren.org.

LFS is Hague accredited through the Council on Accreditation (COA). IF the grievance relates to an issue with compliance with Hague requirements or regulations implementing IAA standards, a letter can be submitted on line to the Hague Complaint Registry at <http://adoption.usca.state.gov/HCRWeb/WelcomeForm.aspx>.

Fees

Fees paid to LFS are for services provided to a prospective adoptive family and not for placement of a child. Fees for services are agreed to remain with LFS regardless of whether a placement has occurred.

Change, Modification, or Revision of Agreement

Any changes, modifications, or revisions to this Agreement, to be effective and legally binding, shall be expressed in writing and signed by Client and Agency. No verbal agreements, changes, omissions, modifications, or revisions of any kind whatsoever are to be given any legal effect or recognition, unless first so expressed in writing and signed by both Agency and Client.

Waiver of Liability

Client hereby absolves LFS from any and all liability, both now and in the future, relative to the following:

- a. Client understands that the agency cannot be held liable if a country closes or the length of time for a referral is longer than anticipated. There are medical risks inherent in adoption, and Agency cannot be held liable for the medical and/or social outcomes associated with the child.
- b. Agency cannot be held liable for any inaccurate or incomplete social and/or medical information (written or verbal) provided to Agency by any the Primary Agency.
- c. Agency cannot be held responsible for any undiagnosed medical or emotional problems the child may have or develop.

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Client hereby waives any and all legal claims, relative to the above named conditions, which Client may have now or in the future against the Agency and its directors, officers, employees and agents, including doctors.

Applicable Law

This Agreement shall be deemed to have been entered into in the State of Colorado and all questions concerning the validity, interpretation, or performance of any of its terms or provisions, or of any rights or obligations of the Parties hereto, shall be governed by, and resolved in accordance with the laws of the State of Colorado. Any legal action or mediation concerning the validity, interpretation, or performance of any of its terms or provisions, or of any rights or obligations of the Parties hereto, shall be heard solely in Colorado in the county in which the Agency is located unless the Parties mutually otherwise agree in writing.

Agreement

This Agreement contains all the terms and conditions agreed to by each party and supersede all prior agreements, understandings and discussions, and constitute the complete Agreement between LFS and ourselves. No other agreement, oral or otherwise, regarding the terms of this contract changes the disclosure. The paragraph and section headings contained in this Agreement shall be given no legal effect. If any portion of this agreement is determined to be invalid or not legally binding, the remainder of the Agreement shall remain in full force and effect.

Client has read this Agreement, and has had the opportunity to fully discuss with Agency any questions or concerns they have. Client has also had the opportunity to consult with others, including their own attorney, regarding this Agreement, and all questions they have regarding this Agreement have been answered to their satisfaction. The terms contained herein have been fully and completely explained to Client's satisfaction. Upon signing this document, Client acknowledges that the terms, fee schedule, refund procedures, limitations of liability, waiver of claims and risks of this domestic adoption program are understood and agreed to by them.

By signing this Agreement, Client acknowledges that they fully understand that all fees for service must be paid, and their account paid in full, before their adoption will be finalized.

Signed _____ Date _____

Signed _____ Date _____

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| Subscribed and sworn to before me in the county of _____, State of Colorado this ____ day of _____, 20____. |
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|--|
| _____ (Notary's official signature) |
| _____ (Commission expiration) |

Enclosures: Fees and Expenses, Annual Report, LFS Grievance Policy, Agency License, Personnel Disclosure

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