



children's services

Adoption Policies & Procedures

LifelineChild.org

Adoption Policies & Practices

Lifeline's Compliant Policy

Lifeline Children's Services permits any birth parent, prospective adoptive parent or adoptive parent to lodge, directly with Lifeline, a hand-written or typed, signed and dated complaint about any of the services or activities of Lifeline (including its use of supervised providers) that he or she believes raise an issue of compliance with the Convention, the IAA, or the regulations implementing the IAA, and advises such individuals of the additional procedures available to them if they are dissatisfied with the agency's response to their complaint.

Lifeline responds in writing to complaints received within thirty days of receipt, and provides expedited review of such complaints that are time sensitive or that involve allegations of fraud.

Lifeline maintains a record of each complaint received and steps taken to investigate and respond to it and makes this record available to the accrediting entity or the Secretary upon request.

Lifeline does not take any action to discourage a client or prospective client from, or retaliate against a client or prospective client for: making a complaint; expressing a grievance; providing information in writing or interviews to an accrediting entity on Lifeline Children's Services' performance; or questioning the conduct of or expressing an opinion about Lifeline Children's Services.

* A full text version of the Complaint Policy will be reviewed and signed by all prospective adoptive parents at the time the adoption services contract is signed.

Refund Policy

Each Fee collected at specified intervals/sections during the adoption process is non-refundable. Each fee for specified intervals/sections shall be due prior to work performed on that interval/section. This includes, but is not limited to, families moving after the commencement of services from a Lifeline service area (in-network) to an area not serviced by Lifeline (out-of-network).

More Information

We invite you to further explore how you can become a part of Lifeline's ministry to orphans around the world. In order to provide you with a better understanding of Lifeline and its services, the following information is also available upon request:

1. The number of Lifeline's adoption placements per year for the prior three calendar years, and the number and percentage of those placements that remain intact, are disrupted, or have been dissolved as of the time the information is provided
2. The number of parents who apply to adopt on a yearly basis, based on data for the prior three calendar years.
3. The number of children eligible for adoption and awaiting an adoptive placement referral via Lifeline.

We hope this information will be both helpful and informative and we look forward to serving you and your family! You can also access this information on our website at: www.lifelinechild.org/beforeyouapply

Against Child-buying

Lifeline's role in adoption is to find families for children and not children for families. Acting with the rights and welfare of children in mind, Lifeline is committed to act in such a way to ensure the prohibition of child buying and child trafficking. Lifeline takes all actions possible to ensure that intercountry adoption takes place in the best interests of the child. As a part of this, Lifeline has procedures in place to prevent the abduction, exploitation, sale, or trafficking of children.

Lifeline prohibits all 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. Contributions that are permitted or required by the child's country of origin will not be remitted as payment for the child or as an inducement to release the child under any circumstances. Reasonable payments may be remitted for activities related to the adoption proceedings, pre-birth and 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. Every employee of Lifeline Children's Services signs a statement agreeing to never engage in the practice of child trafficking. He or she understands that giving money as payment for a child or as an inducement to release the child will result in immediate termination.

Against Preferential Treatment

Lifeline prohibits the giving of preferential treatment to Lifeline board members, contributors, volunteers, employees, agents, consultants, or independent contractors with respect to the placement of children for adoption. In order to prevent preferential treatment, Lifeline has the following safeguards in place:

1. Lifeline does not accept any charitable contributions from prospective adoptive parent(s) while in any part of the adoption process in which a determination of a child's placement or an assessment of the prospective adoptive parent(s) by Lifeline staff is made.
2. Lifeline's Development Director and development staff only disclose information on charitable contributions to Lifeline's Executive Director and bookkeeping staff. Information on charitable contributions will not be disclosed to any Lifeline employee who directly or indirectly provides adoption services.

Note on Charitable Donations

Lifeline will not accept donations from any international adoption client who has applied, but not received the approval of the agency and other regulatory bodies (CIS). However, once the family has been approved by the agency and all applicable regulatory agencies then the family may make donations. For families who are adopting children with medical special needs, they may not make any donations until their letter of intent has been received by the child's country of origin and a pre-approval (written or verbal) has been received from the country's regulatory body. This distinction is made since Lifeline retains the judgment for applicable placement of children with special needs. Families may not make donations until all applicable judgment calls have been made by Lifeline on their behalf.

Qualifications to Adopt

Candidate families for adoption must meet certain criteria. The basic guidelines are listed below. Interested families should contact our office by email or by phone at 205.967.0811 for additional information.

A. Parenting Ability: The applicants must give evidence of a mutual desire and love for children. They must be able to provide for the physical, emotional, intellectual, and spiritual needs of the child being adopted.

B. Religion: The applicants must give evidence of a Christian commitment. This means that the applicants must each give evidence of having made a personal decision to accept Jesus Christ as his/her personal Savior and to accept Jesus Christ as the Lord of his/her life. The applicants must have a firm commitment to live these beliefs and to teach them to their child. Both husband and wife must belong to the same church. Applicants should be pro-life.

C. Health: Applicants must be in good physical and mental health as determined by a doctor's examination. They must be able to physically and emotionally undertake the responsibility of parenthood.

D. Financial Stability: The applicants must have sufficient income to meet the expenses incurred by adding another family member. They must also be able to make reasonable provision for future financial stability. Medical insurance coverage is required.

E. Housing: The applicants' home must provide adequate space and living conditions necessary to promote the health and well-being of the family members and meet state standards, when applicable. Ownership is not required.

F. Pregnancy: If a pregnancy does occur during the process and prior to the placement of a child, the prospective parents' application may be placed on hold.

G. Working Parents: If both parents work outside the home, one of the parents should be able to remain at home with the child for a reasonable amount of time following the placement. (The exact length of time can be discussed with a social worker at the time of the home study. A general rule we suggest is that one parent take six to eight weeks, usually the allotted amount of maternity leave provided by most companies. FMLA standards require adoptive parents the same amount of leave.) This is to provide for the nurturing and security of the child, while he/she assimilates into the home. When the parent returns to work, there must be a plan for responsible child care so that the security of the child can be sustained.

H. Prior History of Criminal History: Criminal background checks will be conducted for each adult member of the family. Any criminal history in your past should be addressed with an agency representative prior to making an application.

I. Marriage: A husband and wife should be married at least one year prior to filing an application.

Fees at a Glance: SAMPLE

ESTIMATED SAMPLE ADOPTION FEES IN-NETWORK FEES

Agency Fees:	\$ 14,550.00
Third Party Fees:	\$ 17,324.00
Travel Expenses:	\$ 12,910.00
Agency Fees Include: Application fee, Lifeline Children's Services Agency Fee, Orphan Care, Home Study, Administration and Post-Adoption Services NOTE: For families adopting two unrelated children concurrently, there will be an additional \$2,000 Lifeline Agency Fee	
Third Party Fees Include: Third party fees are estimated and include US and international governing bodies required fees, in-country attorney and facilitation fees.	
Travel Expenses: Travel expenses are estimated for two adults traveling with one adopted child. Expenses may vary based on time of year, preferences, and needs.	

Lifeline is committed to keeping the fees of international adoption as low as possible. Below is a current and comprehensive listing of all expected fees that will be incurred during your international adoption. Some of these fees are estimates and may vary based on state of residence, airfare changes, personal preferences, special requests, etc. If you are comparing Lifeline's fees to other agencies, please note the fees in this schedule include estimated travel fees and document fees. Other agencies may not include these fees in their estimated fees. Please understand the below fees are subject to change. In-network fees are applicable to families who live in states where Lifeline is licensed and also families currently living in China.

Fees at a Glance: SAMPLE

ESTIMATED SAMPLE ADOPTION FEES

AGENCY FEES:

Application Fee	\$ 300.00
Lifeline Children's Service Fee	\$ 8,000.00
Orphan Care*	\$ 250.00
Home Study Fee	\$ 2,000.00
Administration Fee**	\$ 1,000.00
Post Adoption Services	\$ 2,000.00
Post-Adoption Management	\$ 1,000.00
TOTAL IN-STATE AGENCY FEES:	\$ 14,550.00

*Orphan care ministry fee goes toward (un)adopted, Lifeline's orphan care ministry.

**The administration fee includes wiring, shipping, and other administrative overhead costs.

In-Network Residents: Agency Fees listed above are to be paid in 5 installments (application fee plus 4 agency installments)

Paid with application ("Application Fee")	\$ 300.00
Paid upon acceptance (Fee A)	\$ 3,562.50
Payable at home study completion (Fee B)	\$ 3,562.50
Paid when dossier is submitted (Fee C)	\$ 3,562.50
Paid when referral is accepted (Fee D)	\$ 3,562.50
Total In-State Agency Fees:	\$ 14,550.00

>>All Agency fees must be paid prior to travel

THIRD PARTY FEES (ESTIMATED):

Third party fees paid to Lifeline for disbursement to a third party (PAID SEPARATELY FROM AGENCY FEES):

Monitoring & Oversight Fee (due with Agency Fee A)*	\$ 500.00
Child File Translation**	\$ 500.00
US Visa for one child (DS260)	\$ 325.00
Attorney Fee 1 (due with Agency Fee B)	\$ 1,000.00
Dossier Translations (due with Agency Fee C)	\$ 1,500.00
Attorney Fee 2 (due with Agency Fee C)	\$ 3,000.00
Attorney Fee 3 (due with Agency Fee D)	\$ 2,000.00
Post Adoption Translation (due with Agency Fee D)	\$ 800.00
USCIS Update***	\$ 500.00

Third party fees paid directly to third party:

Note: the following estimated fees will be paid out-of-pocket during the home study process, in the preparation of your dossier.

Fingerprint Fee (varies depending on state of residence)	\$ 100.00
Medical Reports for home study (varies depending on health insurance coverage)****	varies
Passport pictures (8 copies)	\$ 20.00
Passports for two parents	\$ 240.00



Citizenship and Immigration Services Fee (includes fingerprinting for 2 adults)*****	\$ 890.00
Prepare and Enrich	\$ 35.00
NCFA Parent Training	\$ 195.00
Birth Certificates (1 copy of each)	\$ 26.00
Marriage License (1 copy)	\$ 13.00
Psychological evaluation	\$ 1,300.00
FedEx fees (dossier sent to Lifeline)	\$ 50.00
Estimated Pre-Placement Fees	\$ 12,994.00

*\$500 will be due when the Adoption Services Contract is submitted. If the family is matched with more than one child, an additional \$500 per child will be invoiced at time of referral.

**This is strictly an estimate and will vary depending on the number of pages in a file and the number of files your family reviews.

***USCIS update to your home study may or may not be required due to extended timelines for adoption.

Families will be notified when it becomes apparent that your home study will need to be updated and amendments made to maintain the currency of your documents.

****Medical expenses for the home study may or may not be covered by your health insurance plan.

Please speak with your insurance company for details.

*****For each additional adult living in the home, there will be an \$85 charge for each adult's fingerprints.

Out-of-Pocket In-Country Adoption Fees:

Representative Fee/Legal fee	\$ 3,000.00
Medical Exam for one child	\$ 150.00
Birth Certificate and Passport for one child	\$ 300.00
Copies of Authentication of Adoption Decree	\$ 100.00
Translation of adoption decree	\$ 250.00
Estimated Total Out-of-Pocket In-Country Fees	\$ 3,800.00

Out-of-Pocket Post-Adoption Services

Attorney Fees/Court Fee/Birth Certificate Fee	\$ 480.00
Court Report for Re-adoption	\$ 50.00
Total Out-of-Pocket Post-Adoption Fees	\$ 530.00

TOTAL ESTIMATED THIRD PARTY FEES: **\$ 17,324.00**

TRAVEL EXPENSES:

(Based on 45 days in-country with 2 parents and 1 child)

Note: The following estimated In-country Expenses will be paid either 1) in a wire to SAMPLE

2) directly to the provider or 3) will be hand carried to SAMPLE as indicated by your Travel Advisor

Airfare (tickets for two adults)	\$ 2,800.00
Airfare for one child	\$ 600.00
Travel Visas for 2 Parents	\$ 510.00
Translator/Guide/Transportation fee	\$ 2,000.00
Hotel Accommodations and Food	\$ 7,000.00
TOTAL ESTIMATED TRAVEL EXPENSES	\$ 12,910.00



ESTIMATED TOTAL COST BEFORE TAX CREDIT FOR IN-NETWORK FAMILIES	\$ 44,784.00
Adoption Tax Credit**	\$ (13,400.00)
ESTIMATED TOTAL COST AFTER TAX CREDIT FOR IN-NETWORK FAMILIES	<u>\$ 31,384.00</u>

Husband's Signature

Wife's Signature

Date: _____

Please note that it is impossible to accurately predict expenses due to possible fees changes and location of child.

**All fees and expenses paid to third parties are subject to change at any time.
Estimates are provided here for your convenience only.**

Lifeline offers a ministerial grant of up to \$1,000 for full-time Senior Church Pastors and up to \$500 for other full-time ministry employees. In order to apply for this grant, the family/individual will send their current case worker a request letter, written on their church/organization's letterhead, explaining their adoption story, current financial need and reason for applying. The grant request will be evaluated based each family's need and on current available funds in Lifeline's Grant Account. The grant request will be evaluated by Lifeline's Leadership Staff, and the family/individual will receive a response within a week of submission. Upon approval for the grant, the family's case worker will notify them, and the grant will be applied to their final agency payment.

There are many ways families raise the finances to cover these costs. Please ask us about the adoption tax credit, adoption loans, grants, fundraising, as well as other opportunities.

****Not all adoptive couples will qualify for the Adoption Tax Credit. Please contact your accountant or the IRS for a complete list of requirements.**





Adoption Services Contract

This agreement is entered into by and between Lifeline Children's Services, Inc. ("Lifeline") and the undersigned prospective Adopting Parent(s) ("AP"). The denomination "AP" as used in this agreement refers to each prospective adopting parent signing this agreement. Lifeline and AP are collectively referred to herein as "the parties."

Name(s) of AP: _____

RECITALS

1. AP is a natural person or persons who wish to adopt a child or children born in a country ("the sending country") other than the United States of America ("U.S."). AP acknowledges, and is aware, that the relationship established by adoption is one of parent and child, and that if AP is successful in adopting, AP will incur towards the adopted child(ren) all obligations, duties, and responsibilities of a legal parent.

2. Lifeline is a private, non-profit, licensed, child and family service agency which arranges and facilitates intercountry adoptions.

3. Concurrent, with or previous to, executing this agreement, AP has completed and submitted to Lifeline a written Application for Adoption, which is hereby incorporated herein by this reference, and has paid the non-refundable application fee.

4. The parties now wish to enter into an agreement regarding prospective adoption services and to define their respective rights and obligations in that regard.

5. The provisions of this agreement are intended to govern those matters which are within the control of the parties. The parties acknowledge that the prospective intercountry adoption will involve a nation or nations other than the U.S., and that, therefore, the process is subject to uncertainty, unpredictability, and circumstances beyond the control of either party -- including but not limited to changes in foreign governmental policies and regulations, changes in foreign travel schedules, and changes in the procedures involved in the adoption process. The parties specifically acknowledge that the ultimate success or failure of the adoption process may depend on factors beyond the control of the parties, and that any failure of the adoption process is not necessarily caused by the fault or breach of any party.

6. Lifeline will advise AP regarding foreseeable risks known to Lifeline throughout the adoption process. AP acknowledges that risks to the continuation of a specific Lifeline program are always present and can change radically and/or intensify in a very short time frame. Changes to the adoption process in the country of origin that are beyond the control of Lifeline may require Lifeline to temporarily suspend, close, or slow down its program, or may require that Lifeline reposition its staff. At any point in the process, AP may be presented with a risk statement to sign, explaining current or new risks associated with the country of origin program. AP's signature acknowledging the risks will be required to move forward in the program. As AP approaches the time of travel, a current risk statement, placement agreement, and/or re-affirmation of the instant agreement will be provided detailing current, foreseeable risks. AP acknowledges that risks, including but not limited to economic loss and psychological distress, are inherent in the international adoption process and expressly assumes all such risks.

AGREEMENT

1. Recitals

The recitals set forth above are hereby made a part of this agreement.

2. General Obligations of Lifeline

2.1 General Obligations — In consideration of payment by AP of the required fees and of the agreements contained herein, Lifeline agrees to provide adoption services to AP as specified in this agreement. Such adoption services generally include writing and/or reviewing an adoption study of AP, attempting to refer a child for potential adoption, obtaining and supplying to AP available information about any such child, attempting to qualify AP as adoptive parents in the sending country, dealing with foreign authorities and orphanage personnel, attempting to place the child with AP for purposes of adoption, providing assistance with travel and immigration requirements, and providing a post-placement or post-adoption study or review.

2.2 Conditions Precedent to Lifeline's Obligations — Lifeline is obligated to provide services to AP only in accordance with the following provisions, and only upon satisfaction by AP of all conditions

precedent, including payment by AP of fees as required herein and in the Schedule of Fees.

2.3 Limitations to Lifeline's Obligations — AP specifically acknowledges and understands that Lifeline's obligations to AP under this agreement are limited by Lifeline's ethical and legal obligations to act at all times in the best interests of any child referred to or placed with AP under this agreement ("the child"). Nothing in this agreement obligates Lifeline to provide any report or consent which is favorable to AP if, in Lifeline's professional judgment and sole discretion, a favorable report or consent is not warranted.

3. Cooperating Agencies

3.1 Definition of Cooperating Agency — In most cases, if AP resides outside of a Lifeline service area, the adoption study and post-placement services and reports must be provided by a "cooperating agency." A "cooperating agency" is a social service agency which is licensed to provide adoption studies and post-placement services and reports in the state where AP resides and must be Hague-accredited by the Intercountry Adoption Accreditation and Maintenance Entity, Inc., unless AP lives more than 200 miles from a Hague-accredited agency and/or there is not a Hague-accredited agency in AP's state of residence. Should a cooperating agency who is not Hague accredited need to be used, Lifeline must review the adoption study, post-adoption/placement reports, any amendments, and/or immigration update prior to submission to the USCIS. Lifeline will charge a fee of two hundred and fifty dollars (\$250.00) for the review which is due and payable prior to the issuance of the Approval Certificate by Lifeline.

3.2 Selection of Cooperating Agency — If AP resides outside of a Lifeline service area, AP must select and contract with a cooperating agency from a list provided by Lifeline or otherwise approved by Lifeline. Lifeline's approval or listing of any particular cooperating agency does not constitute an endorsement by Lifeline of that cooperating agency or any warranty by Lifeline of the services performed by that cooperating agency. Refusal or failure of AP to select and work with a Cooperating Agency acceptable to Lifeline shall constitute grounds for immediate termination of this agreement by Lifeline.

3.3 Relationship Between Lifeline and Cooperating Agency — All cooperating agencies are entities separate and distinct from Lifeline. AP acknowledges and understands that no cooperating agency is an employee, contractor, branch, or affiliate of Lifeline, and that Lifeline has no control over the means or manner of the performance of the services provided by any cooperating agency. Furthermore, cooperating agencies do not have authority to bind Lifeline in any way.

3.4 Payment for Services Rendered by Cooperating Agency — AP is solely responsible for paying all fees and costs for services provided by any cooperating agency. All such fees and costs are to be paid directly to the cooperating agency by AP, in accordance with any

contract or agreement that may exist between AP and the cooperating agency, including cooperating agency's refund policy.

4. General Obligations of AP

In consideration of the agreements contained herein, and in addition to the other obligations specified herein, AP agrees to the following responsibilities. Failure of AP to fulfill these responsibilities may result in suspension or termination of services and/or termination of this agreement.

4.1 Cooperation — AP must fully cooperate with Lifeline, Lifeline's agents and employees, and any relevant cooperating agency, in all ways reasonable and necessary to accomplish the objectives of this agreement. Required cooperation includes, but is not limited to, the following: (1) providing reasonable access to AP's home for purposes of study and evaluation; (2) completing all requested forms, statements, questionnaires, and education; (3) providing complete, candid, and truthful information in response to all questions and requests; (4) providing and allowing access to AP's medical, financial, criminal, and other records; (5) providing and allowing access to all reasonably requested records and documents, including all medical and other records, pertaining to any child placed with AP by Lifeline; and (6) abiding by Lifeline's policies and procedures.

4.2 Adoption Education — AP must become informed and educated with regard to the intercountry adoption process and issues common to adoption and adopted children by reading any and all educational and informational materials, listening to and watching all educational video or audio materials, and completing all educational classes, courses, and activities, required by any relevant state or federal law, and/or which may reasonably be required by Lifeline or by any relevant cooperating agency.

4.3 Notice of Change in Status or Plans — At all times while this agreement is in effect, AP must, within five business days, notify Lifeline and any relevant cooperating agency of any and all of the following circumstances. This is a continuing obligation on the part of AP to keep Lifeline fully informed of any of the following:

4.3.1 Any actual or prospective change in employment, financial status, work or home address, work or home telephone numbers, physical/psychological health status, health insurance, or family composition, including but not limited to any pregnancy of AP;

4.3.2 Any criminal charges, other than traffic infractions, brought against AP or any member of AP's household;

4.3.3 Any complaint made to or by any child protection agency, any allegations of child neglect or abuse, any investigation relating to allegations or claims of child neglect or abuse, or such incidents relating to elderly persons, concerning AP or any member of AP's household;

4.3.4 Any efforts by AP to obtain adoption, foster-care, guardianship, and/or custody of a child from any person or entity other than Lifeline;

4.3.5 Any child in AP's home reaching the age of majority;

4.3.6 The addition of any other person to AP's household for any reason ("household" shall have the following meaning within this subsection: any person habitually residing in the home of the APs, including college students, exchange students, adult or minor relatives; any non-related persons who have supervised or unsupervised access to the house, including, but not limited to, nannies and housekeepers);

4.3.7 Any initiation of professional or pastoral counseling or treatment for APs or a member of their household including, but not limited to, counseling for drug and/or alcohol abuse;

4.3.8 Any other relevant information concerning AP's suitability to adopt, as defined by Lifeline in the "Disclosure for Adoptive Parent Applicants";

4.3.9 Although Lifeline will carefully review each situation of simultaneously-placed or subsequently-placed children on a case by case basis, the parties agree that, regardless of any other provision in this agreement, upon learning of any pregnancy of AP or any assignment or placement with AP of a child from a person or agency other than Lifeline, Lifeline may, in its sole discretion, immediately terminate this agreement and all further adoption services, regardless of whether a child has been assigned to or placed with AP by Lifeline. Failure of AP to inform Lifeline of any pregnancy or other child assignment constitutes a material breach of this agreement. In addition to any other remedies Lifeline may have, such a breach by AP entitles Lifeline to disrupt an unfinalized adoption placement and refuse to consent to any prospective adoption under this agreement.

4.4 Refrain from Unauthorized Foreign Contact — Contact with and/or gifts to persons involved in adoption processing in foreign countries in which AP seeks an adoptive placement can jeopardize AP's proposed adoption and can cause substantial harm to pending adoptions of other families, Lifeline's relations with persons in such countries, and the future of adoptions in general in such countries. Therefore, the following prohibitions must be strictly observed.

4.4.1 Prohibited Gifts to Certain Foreign Persons — At all times while this agreement remains in effect, AP must refrain from providing, promising, or causing, soliciting, or allowing any third person to provide or promise on AP's behalf, any gift, money, or other consideration to any birth parent, relative, or guardian of any child referred to AP for purposes of adoption, or to any government official, family services agency personnel, or orphanage personnel in any foreign country in which a prospective adopted child is sought by AP; unless expressly authorized by Lifeline in writing.

4.4.2 Prohibited Contact with Certain Foreign Persons — At all times while this agreement remains in effect, and except as otherwise specifically allowed by this agreement, AP must refrain from -- and shall not cause, solicit, or allow any third person, other

than the persons or entities envisioned by this agreement, to make on AP's behalf -- any and all direct contact with any birth parent, relative, or guardian of any child referred to AP for purposes of adoption; or with any third party in conjunction with AP's adoption process, including but not limited to, government officials, family services agency personnel, investigators, or orphanage personnel. This prohibition continues in effect after a child has been referred to and placed with AP, and terminates only when an adoption of the child by AP has been finalized. However, under limited circumstances and in the sole discretion of Lifeline, such contact may be permissible upon prior written approval from Lifeline and under the conditions specified by Lifeline.

4.5 Truthful and Complete Information — At all times while this agreement is in effect, AP agrees and warrants that all information provided by AP will be true, accurate, and complete, to the best of AP's knowledge.

4.6 Duty to Ask Questions — AP will make its questions and uncertainties regarding adoption and the adoption process known to Lifeline, so that Lifeline may better prepare AP for adoption.

4.7 Public Communication — AP will refrain from communicating in a negative or inappropriate manner in public forums, including television and radio broadcasts and social media, regarding AP's adoption process, the country of origin, children available for adoption through Lifeline, government agencies and courts, Lifeline, other adoptive families, adoptive children, or any other person or entity connected to AP's adoption process. AP understands and acknowledges that such negative or inappropriate communication can negatively affect the opportunity for orphans awaiting families to find permanency.

4.8 Material Breach — Any breach of any of the terms of this section 4 is a material breach of this agreement.

5. Adoption Evaluation

5.1 Definition — An adoption evaluation is an educational and investigative process for determining whether AP meets applicable minimum legal standards for adoptive homes and is otherwise suitable to parent a child adopted from overseas and to determine AP's capacity to adopt internationally based on the age, gender, race, country of origin, medical special needs, and number of children. The adoption evaluation process begins with AP's first contact with Lifeline and is complete upon fulfilling all reporting obligations to requisite government entities. One component of the adoption evaluation is the home-study (otherwise known as, and used interchangeably with, adoption study and investigative reports). The home-study is a written report detailing the relevant agency's findings during the adoption evaluation. The adoption evaluation will be conducted by Lifeline and/or a cooperating agency, as circumstances dictate, and may or may not result in a written report.

5.2 Responsibilities of AP — If AP resides outside of a Lifeline service area, AP must initiate the adoption study process by selecting and contacting a cooperating agency from the names provided by Lifeline or otherwise approved by Lifeline. When the adoption study is prepared by an agency other than Lifeline, AP is responsible for obtaining an adoption study that is true and accurate and satisfies Lifeline's reasonable social work or child welfare concerns as well as adoption study requirements of the sending country, AP's state, applicable Hague Convention requirements, and the requirements of the U.S. Citizenship and Immigration Services ("USCIS"). AP must provide the social worker performing the home-study with reasonable access to AP's home and family during normal working hours, even if this requires AP to take time off from work.

AP is solely responsible for paying all costs and fees associated with the adoption study, whether conducted by Lifeline or by a cooperating or approved agency. If Lifeline determines that, for any reason — including but not limited to a significant change in AP's circumstances, or a change in required adoption study qualifications or reporting formats — an update, amendment or addendum is required to any adoption study report, AP is responsible for obtaining, paying for, and transmitting to Lifeline such update, amendment or addendum. Failure to fulfill these responsibilities may result in suspension or termination of the adoption study process and/or of this agreement.

5.3 Responsibilities of Lifeline in Most Cases — If AP resides in a Lifeline service area, Lifeline will perform the adoption study and will, if appropriate, produce a written adoption study report in the appropriate required format. If Lifeline does not perform the adoption study, Lifeline's responsibilities with regard to the adoption study are limited to reviewing any study report prepared by a cooperating agency and making comments, suggestions, or requests for revision. Lifeline will consider and report, as required by law and good ethical practice, any and all criminal, medical, or other information regarding AP, regardless of whether the consideration and/or reporting of such information might render AP ineligible for any specific adoption program.

5.4 Results and Effect of Adoption Study — The adoption process will proceed only upon completion of a written report for AP and Lifeline's approval of such report. Lifeline may decline to write or approve an adoption study report for AP if Lifeline, in its sole discretion, does not believe that AP satisfies applicable minimum legal standards for adoptive homes, does not demonstrate the capacity to parent a child through international adoption, or otherwise is unsuitable to adopt. If Lifeline or any relevant cooperating agency declines to write or approve an adoption study report for AP, this agreement will automatically terminate, and no further adoption services will be rendered by Lifeline. However, AP also understands that writing and approval of the adoption study report does not guarantee that any child will be assigned to or placed with AP, or that any adoption will necessarily take place or be finalized.

Lifeline reserves the right to revoke or modify any adoption study approval or consent if, at any time prior to finalization of adoption, Lifeline receives or obtains information which leads Lifeline to believe that an adoptive placement with AP would not be in a child's best interests.

Regardless of any termination of this agreement, whether by Lifeline or by AP, Lifeline may, in its sole discretion and based on the best interests of prospective adoptive children, complete and provide any unfavorable home study report or recommendations regarding AP to applicable immigration, child-caring, and other government officials. AP hereby authorizes such disclosure by Lifeline and agrees that this authorization may not be revoked or withdrawn, notwithstanding any other provision in this agreement.

5.5 Ownership and Use of Written Adoption Study Report — Any written adoption study report prepared for AP by Lifeline is the sole property of Lifeline and may not be copied or distributed, or used for any non-Lifeline adoption, without the express advance written permission of Lifeline.

6. *Qualifying AP as Adoptive Parent*

6.1 Lifeline Assistance — Lifeline will make reasonable efforts to qualify AP as an adoptive parent in the sending country. Such efforts shall include the following:

6.1.1 Preparation and Submission of Adoption Dossier — Lifeline will instruct and assist AP with preparation of any required intercountry adoption dossier. Lifeline will review any such final dossier for compliance with dossier requirements. Lifeline will submit acceptable dossiers to appropriate officials of the sending country.

6.1.2 Translations — Lifeline will provide or arrange for translation of adoption studies and other documentation when required by officials of the sending country.

6.2 Additional Information Required By Sending Country and USCIS — AP specifically acknowledges that although the adoption study may satisfy Lifeline's preliminary criteria for adoptive parents, officials of the sending country and USCIS may impose additional criteria or require additional information.

6.3 No Guarantee That AP Will Qualify — AP specifically acknowledges that Lifeline cannot guarantee that AP will be accepted or qualify as an adoptive parent in any particular foreign country (including the identified sending country) or U.S. immigration. Lifeline shall not be held responsible or liable if, for any reason other than the intentional or reckless misconduct of Lifeline, AP fails to be accepted or qualify as an adoptive parent. The **DISCLAIMERS/ RELEASES** provisions of this agreement expressly apply to this section.

7. Referral and Assignment of Child

7.1 Referral of Child — If AP's adoption study is written and approved, and upon satisfaction of all other conditions precedent, Lifeline will make reasonable efforts to refer to AP a child eligible for adoption who meets the AP criteria as stated in the "Special Needs Consideration." The **DISCLAIMERS/RELEASES** provisions of this agreement expressly apply to this section.

7.2 Available Information Regarding Referred Child — Lifeline will make reasonable efforts to obtain all available medical, psychological, and historical records concerning the referred child. All information obtained by Lifeline regarding the referred child, including available photographs and the results of any HIV and AIDS test, will be provided to AP. Nothing in this section, or anywhere else in this agreement, shall be construed to create any obligation on the part of Lifeline to conduct any assessment, evaluation, testing, or screening of any child. In most situations Lifeline does not have the opportunity to observe, test, or evaluate a child, and must rely upon third parties in the sending country to provide information about the child. Lifeline can provide to AP only such information as is reasonably obtainable from such third parties. AP hereby acknowledges and agrees that it is possible that such third parties in the sending country (a) may not be aware of medical, developmental or behavioral issues of a child; (b) may overlook or fail to note signs or symptoms or to provide a child's relevant history (c) may unknowingly or carelessly provide erroneous information; (d) may not be able to provide information or observations about medical, developmental, or behavioral issues that become apparent only after the child's placement with AP and/or (e) may not be aware of aspects of a child's history that have not been disclosed prior to placement (and which may be disclosed by the child only after placement). The **DISCLAIMERS/ RELEASES** provisions of this agreement expressly apply to this section.

7.2.1 Additional Child Information Provided by Country of Origin — For reasons beyond Lifeline's control, authorities in some countries may withhold some child information documents and provide them to AP only after AP has taken placement of a child. AP acknowledges that Lifeline's inability to provide all child information, which may eventually be obtained by AP, does not indicate any fault or negligence on the part of Lifeline.

7.2.2 Translation of Non-English Documents — In many cases, documents containing child information will not be in English. As a courtesy to AP, Lifeline may make reasonable efforts to provide AP with documents translated into English, along with copies of the non-English documents. AP is encouraged to make independent arrangements for translation of the non-English documents. Said translations may even be necessary for compliance with USCIS. AP is solely responsible for the cost of said translations. The provisions of the **DISCLAIMERS/ RELEASES** section of this agreement specifically apply to any translated documents, whether the translation was performed by Lifeline staff, affiliates, or otherwise.

7.2.3 Acknowledgment of Receipt — AP must acknowledge receipt of all child information documents provided through Lifeline by

signing and returning to Lifeline the transmittal memoranda accompanying all child information documents. Failure to comply with this requirement shall be considered a material breach of this agreement, and a bar to any claim for relief by AP.

7.2.4 Professional Review — AP must have all child information documents reviewed by a medical expert of AP's choosing who is experienced with children who have been institutionalized overseas and/or familiar with medical issues arising in the context of intercountry adoption. Failure to comply with this requirement shall be considered a material breach of this agreement, and a bar to any claim for relief by AP.

7.3 AP Acceptance or Rejection of Child Assignment — Within sixteen days (16) after AP is provided with available information regarding the referred child, AP must inform Lifeline of AP's acceptance or rejection of the assignment. AP must indicate acceptance of the child assignment by executing and returning to Lifeline the appropriate Referral Acceptance. AP's failure to execute the Referral Acceptance, or rejection of the assignment for reasons considered "unreasonable" by Lifeline or by authorities in the sending country may result in no further child referrals or assignments. In that event, this agreement will automatically terminate.

7.4 Blind Adoption — In some Lifeline adoption programs (referred to herein as "blind adoptions"), the referral, assignment, and/or acceptance of the child may not occur until AP travels to the sending country. In the event that AP participates in a blind adoption program, most of the provisions of this section do not apply, and AP will be required to execute the appropriate risk statements prior to travel to the sending country.

7.5 No Guarantee of Placement — Referral, assignment, acceptance of a child by AP, and/or execution of a Referral Acceptance do not guarantee that a child will be placed with AP.

7.6 Referred Child's Information Confidential — AP agrees to maintain the confidentiality of all information regarding a referred child, including photographs, provided to AP until after an adoption has been finalized, including refraining from posting any such confidential information or photographs on social media, chat groups, newsletters, and blogs. Any breach of the terms of this section is a material breach of this agreement.

8. Homestudy Manual Risk Statements

Prior to or concurrent with this agreement, Lifeline has provided AP with a generic Homestudy Manual containing sample risk statements substantially similar to the kind of risk statements AP will be required to sign upon acceptance of a child referral or prior to travel in a blind adoption, prior to travel in all adoptions, and periodically throughout the adoption process.

9. AP Travel to Sending Country

Different countries and different U.S. states impose different travel requirements for adopting parents. In some cases, AP may be required to travel to the sending country to take custody and accept adoptive placement of a child. In some countries, AP may be required to travel three times to the sending country, first to see the referred child, and later to take custody and accept placement of the child. In the case of a blind adoption, travel may be optional or it may be required to accomplish the referral, assignment, and/or acceptance of a child. In the event that AP is required, or elects, to travel to the sending country for adoption-related purposes, the following provisions apply.

9.1 **WARNING/REQUIRED RELEASE** — *Lifeline cannot ensure the safety of AP when traveling in the U.S. or overseas. All travel involves risks of crime and accident. Travel to a foreign country may involve additional risks and hardships, including but not limited to, exposure to illness or disease, unsanitary or unsafe food and water; inadequate or non-existent medical and dental services, political instability, and acts of terrorism. For these reasons, AP should consider carefully before electing to travel overseas, or electing to participate in a program that requires overseas travel. It is strongly recommended that AP travel with an adult companion, but not bring children or persons with health problems or special needs when traveling overseas. If overseas travel is required of or elected by AP, AP and any friend or family member who intends to accompany AP will be required to sign a release from liability at the time AP informs Lifeline of AP's decision to travel overseas or participate in a program that requires overseas travel. AP has been provided with a copy of the release AP and accompanying friends and family members will be expected to sign. Failure to sign such a release will result in termination of this agreement and all further adoption services.*

9.2 **Travel Expenses** — AP is solely responsible for paying all costs of any and all travel and travel activities of AP and the referred child, including but not limited to airfare, airport taxes, exit fees, accommodations, meals, taxis, entertainment, guides, sightseeing, and travel insurance. AP is solely responsible for obtaining and paying for AP's own passport and/or travel visa. AP understands that adoption or immigration processing may be delayed in the sending country, and that travel may be delayed due to lost reservations, being bumped from a flight, or for other reasons. AP agrees to remain solely responsible for all travel expenses even in the event that any delay requires AP to remain in the sending country longer than anticipated. Any breach of the terms of this section is a material breach of this agreement.

9.3 **Travel Arrangements** — As a courtesy to AP, and if specifically requested by AP, Lifeline may recommend travel agents, visa service companies, guides, airport greeters, and/or accommodations in order to facilitate AP's overseas visit. AP acknowledges that any such travel agents, greeters, or guides are not the agents or employees of Lifeline, and that Lifeline cannot and does not guarantee or assure the cost, reliability, or availability of any such travel arrangements, schedules, accommodations, greeters, or guides.

9.4 **Lifeline Travel Group** — In many instances, AP will be assigned to a "Lifeline Travel Group" -- a group consisting of other Lifeline APs who will travel in the sending country at the same time as AP. Any AP assigned to a Lifeline Travel Group is required to remain with the Lifeline Travel Group, to stay in accommodations arranged by Lifeline, to travel in accordance with other arrangements made and policies specified by Lifeline, and to adhere to any itinerary specified by Lifeline or the Lifeline Travel Group guide. Breach of this provision shall be considered a material breach of this Agreement.

9.5 **Contact with Foreign Persons and Travel Conduct** — Subject to the provisions of this agreement, AP may engage in limited contact with foreign officials, orphanage personnel, and social services agency personnel, only to the extent that, in the sole discretion of Lifeline, such contact is reasonably necessary to effectuate the Lifeline placement and adoption and only if Lifeline or the in-country facilitator has provided express prior written instruction or permission for such contact. At all times when in the sending country, AP should be mindful that AP is acting as an emissary for Lifeline and the U.S., and that AP's actions may affect the reputation of Lifeline and the U.S., and may affect future adoption practice in the sending country. AP agrees to at all times act with courtesy and respect for the customs, laws, and sovereignty of the people, government, and institutions of the sending country, and to refrain from any act or statement which could cause criticism, disrepute, or embarrassment to Lifeline or the U.S. AP agrees to refrain from traveling to the country of origin until expressly authorized by Lifeline. Any breach of the terms of this section is a material breach of this agreement.

9.6 **In-Country Representative** — In most cases, Lifeline will provide an in-country representative to coordinate and assist in the adoption process.

9.7 **Written Travel Guides** — Lifeline may provide AP with one or more written Travel Guides containing additional information about overseas travel. AP understands that conditions, circumstances, procedures, and costs may change without notice, and that Lifeline does not guarantee or warrant that the information contained in the Travel Guides is current, correct, or complete.

RELEASE: By signing this agreement, AP releases Lifeline and holds Lifeline harmless from any and all responsibility or liability for any type of injury, harm, damage, or loss in any way relating to or arising out of information contained in any travel guide or travel information provided to AP by Lifeline.

10. Immigration of Child

10.1 **General Obligations** — In most cases, Lifeline, or its overseas affiliate, will make reasonable efforts to assist AP in obtaining all necessary travel documents for the referred child, including passport, exit documents and U.S. entry visa. Regardless of any such assistance by Lifeline, AP is and remains responsible for the immigration process for the referred child, including but not limited to completing and

submitting all necessary documents, paying any and all attendant costs and fees, and obtaining any necessary permanent resident visa; in addition to insuring the truthfulness and accuracy of all information submitted to government authorities, both foreign and domestic. Lifeline cannot guarantee that any governmental entity or agency, U.S. or foreign, will approve the referred child for immigration to the U.S. or elsewhere, or will provide the necessary travel documents.

10.2 USCIS Pre-Approval — AP is responsible, with assistance and advice from Lifeline, for obtaining pre-approval from the U.S. Citizenship and Immigration Services ("USCIS") to bring an adopted child into the U.S. AP should be aware that USCIS pre-approval and criminal background checks will expire within a specified period. AP is solely responsible for keeping track of such expiration dates and for ensuring that the criminal background checks, USCIS approval, and all other required documents are current.

10.3 Citizenship — AP is responsible for and agrees to complete all steps necessary to formalize citizenship for the adopted child according to the laws and procedures of the U.S. Any breach of the terms of this section is a material breach of this agreement.

11. Post-placement and Post-adoption Requirements and Services

11.1 Number and Nature of Post-Placement and Post-Adoption Requirements — Post-placement requirements are to be fulfilled after a child is placed with AP and before an adoption is finalized. Post-adoption requirements are to be fulfilled after an adoption is finalized. Such requirements may include counseling, supervision, reporting, evaluation, and a state-mandated court report. The number and nature of post-placement and post-adoption requirements may differ from case to case, depending on the laws and rules of the sending country, AP's home state, and other applicable jurisdictions, and depending on the needs and circumstances of each individual placement. Specific post-placement and post-adoption requirements for the country program chosen will be provided in or with the "Post-Reporting Schedule." Lifeline reserves the right to require additional post-placement and post-adoption visits and reports if in Lifeline's sole professional judgment, such additional visits and reports are warranted.

11.2 Responsibilities of AP — AP is solely responsible for complying with all post-placement and post-adoption requirements, including those of Lifeline, of the sending country, and of AP's home state and any other applicable jurisdiction. AP must arrange, fulfill, and pay for all costs and fees associated with post-placement and post-adoption requirements. As with the home study, AP must provide the social worker performing the post-placement and post-adoption services with reasonable access to AP's home and family during normal working hours, even if this requires AP to take time off from work. If AP resides outside of a Lifeline service area, all post-placement services must be provided by a cooperating agency. AP is responsible for ensuring that all post-placement and post-adoption reports are provided to Lifeline in a timely manner. Upon reasonable request by Lifeline, or by any cooperating agency, overseas orphanage, or relevant foreign government official, AP must provide

photographs and written reports regarding the child and his or her development. Any breach of the terms of this section is a material breach of this agreement.

11.3 Responsibilities of Lifeline — In most cases, if AP resides in a Lifeline service area, Lifeline will perform required post-placement and post-adoption services, will prepare any required post-placement and post-adoption reports in the appropriate legal format, and will submit such reports to the appropriate persons or authorities. If post-placement or post-adoption services are performed by a cooperating agency, Lifeline will review and evaluate post-placement or post-adoption reports, and will submit such reports to the appropriate persons or authorities.

11.4 Enforcement of Post-Placement and Post-Adoption Requirements — AP acknowledges that Lifeline may suffer significant loss, including being penalized by the country of origin or loss of accreditation to provide adoption services in the country of origin, as a result of AP's failure to fulfill their post-placement and post-adoption requirements. AP specifically agrees that, regardless of any other dispute resolution provisions of this agreement, in the event AP fails to fulfill post-placement or post-adoption requirements in a timely fashion, Lifeline reserves the right to apply to the Circuit Court of Jefferson County, Alabama, for injunctive and other relief, including damages for any harm or injury caused to Lifeline and its adoption programs as the result of AP's noncompliance. AP agrees that, in such event, AP will submit to jurisdiction and venue in Jefferson County, Alabama, and will pay all costs, disbursements, and attorney fees, whether pretrial, at trial, or on appeal, incurred by Lifeline in attempting to enforce post-placement and post-adoption requirements and in seeking damages caused by AP's breach. Any breach of the terms of this section is a material breach of this agreement.

12. Finalization of Adoption

12.1 Definition of "Finalization" — To "finalize" an adoption means to have the adoption legally established and granted in the appropriate court of law.

12.2 Finalization of Foreign Adoption — In many cases, AP's adoption of the child must be finalized in the sending country. In such cases, Lifeline or its overseas affiliate will make reasonable efforts to facilitate the foreign adoption process, including completing and submitting any necessary petition or other documentation. Lifeline is not responsible or liable for any failure or refusal by foreign authorities to grant foreign adoption. The **DISCLAIMERS/RELEASES** provisions of this agreement expressly apply to this section.

12.3 Finalization of U.S. Adoption — AP must finalize or domesticate the foreign adoption of the child in the U.S. in accordance with applicable law.

12.3.1 Obligations of AP — AP is solely responsible for finalizing the U.S. adoption, for obtaining independent legal counsel to represent AP in the adoption proceeding, and for paying all fees, costs, and expenses associated with finalization, including, but not

limited to, all attorney fees and court costs. Such fees, costs, or expenses are not included in any fee paid by AP to Lifeline. Lifeline will not represent AP in the adoption proceeding or pay or advance fees, costs, or expenses on behalf of AP. Any breach of the terms of this section is a material breach of this agreement.

12.3.2 Obligations of Lifeline — Lifeline's role in finalizing the U.S. adoption is limited to the following: (1) In adoptions subject to the Hague Convention, determining whether the U.S. Secretary of State has issued a certificate approving of the proposed adoption; (2) Providing Lifeline's agency consent or agreement to the adoption: to the extent that Lifeline, in its sole discretion and professional judgment, deems such consent or agreement advisable; (3) providing to the appropriate court any report which the court may require of Lifeline; (4) assessing the readiness of AP to finalize the adoption; and (5) providing any necessary legal documents which Lifeline already possesses or may readily obtain. Except as specified herein, Lifeline is under no obligation to create legal documents or pleadings for the U.S. adoption proceeding.

13. Fees

13.1 Payment and Amount of Fees — AP is solely responsible for paying or arranging for payment of all fees associated with services rendered pursuant to this agreement in the amounts and at the times specified in the Schedule of Fees. Under some circumstances Lifeline may accept fees from a granting entity or others, but regardless of the source of fees, all fees must be paid in accordance with and at the times specified in the Schedule of Fees, and Lifeline is not obligated to provide services unless and until the appropriate fees are fully paid. A copy of the Schedule of Fees has been concurrently provided to AP as an attachment to the instant agreement, and is incorporated herein by this reference. AP shall comply fully with all fee policies and procedures established by Lifeline and/or set forth in the Schedule of Fees, and such policies and procedures are to be considered a part of this agreement. AP agrees to pay fees in effect at the time of executing the instant agreement. All fees shall be charged according to the Schedule of Fees in effect at the time of executing the instant agreement. Any breach of the terms of this section is a material breach of this agreement.

13.2 Non-Refundable — Each fee collected at specified intervals/ sections during the adoption process is non-refundable. Each fee for specified intervals/ sections shall be due prior to work performed on that interval/ section. This includes, but is not limited to, families moving after the commencement of services from a Lifeline service area (in-network) to an area not serviced by Lifeline (out-of-network).

13.3 Cooperating Agency Services — The Schedule of Fees does not govern or apply to services which may be provided by a cooperating agency. Fees for services provided by a cooperating agency are determined by the cooperating agency itself, not by Lifeline. Any post-placement fees or deposits, transferred by Lifeline to cooperating agency, shall not be refunded by Lifeline to AP.

13.4 No Payment to Other Persons or Entities — While this agreement is in effect, AP shall make no payment of any kind for adoption services or fees to any person or entity other than (a) Lifeline, (b) such persons, cooperating agencies, or other entities as Lifeline shall specifically designate, (c) any legal counsel retained by AP, and/or (d) any physician or medical expert retained by AP. This prohibition includes, but is not limited to, any official or employee of any foreign nation or orphanage, any birth parent of a prospective adopted child, and any relative or friend of or person in a position to influence such a birth parent. Any breach of the terms of this section is a material breach of this agreement.

13.5 Transfer — Because of the unpredictable nature of international adoption, there are financial risks associated with adopting internationally. There may be factors outside of Lifeline's control, such as a sudden and dramatic slow-down or halt of adoptions in the country of origin or other country of origin process changes, that would result in increased fees not previously disclosed in the Schedule of Fees. Should an unforeseen situation occur that would require Lifeline to charge additional fees, AP will be given the option of paying the additional fees, transferring to another Lifeline program for which they meet the qualifications (if any), or withdrawing from the adoption process with Lifeline (subject to Lifeline's refund policy). AP acknowledges that there are many changing variables and risks (both known and unknown) involved with international adoption, including but not limited to a foreign country closing or slowing down adoptions; changes to laws, regulations, and policies in a foreign country and/or the United States; political turmoil or unrest; changes in Lifeline policies or requirements; and unexpected changes in AP's ability or desire to adopt (whether a result of a change in family dynamic or circumstance, financial changes, or otherwise). Should AP transfer to a different Lifeline program, AP agrees to comply with the applicable Schedule of Fees for such program at the time of transfer and submit the \$150 New Program Orientation Fee at the time of transfer.

13.6 On-Hold - If special circumstances require AP to temporarily suspend the adoption process, Lifeline will apply one hundred percent (100%) of AP's previously paid agency fees to the reactivated adoption process, provided the adoption process is reactivated within two (2) years of the suspension. AP will be assessed an administrative reactivation fee of \$1,500.00 if AP reactivates within one (1) year (365 days) of AP's temporary suspension. AP will be assessed an administrative reactivation fee of \$2,500.00 if AP reactivates between one (1) year and two (2) years (366 days to 730 days). AP may not remain on hold beyond two (2) years (730 days) and an AP's file will be determined terminated upon the expiration of said time. If more than six (6) months have elapsed since the temporary suspension, AP will be required to comply with all fees at their current rates at the time the adoption process is reactivated.

13.7 Overpayments - Any funds to which AP may be entitled due to over payment will be returned by Lifeline to AP as soon as possible after it is brought to Lifeline's attention. However, depending on administrative workload, the reimbursement could

take up to sixty (60) days for the completion of the delivery of services.

13.8 Unforeseen Expenses - AP acknowledges that those fees and costs identified in the Schedule of Fees as "estimates" may be greater or lesser than the estimates provided, and that additional costs unforeseen in the Schedule of Fees may arise during the process of adoption. Lifeline will disclose in writing to AP any unforeseen costs for which AP will be accountable that are not included in the Schedule of Fees.

In the event that additional fees and expenses are incurred in the country that AP is adopting from beyond those fees set forth in the Schedule of Fees, AP agrees to be responsible for such charges, additional fees, taxes, and expenses under the following conditions:

- A. Lifeline discloses those specific fees to you in writing.
- B. Prior to expending any funds in excess of one thousand dollars (\$1,000.00) for which Lifeline will hold AP responsible, Lifeline will obtain AP's specific written consent. Email or written correspondence shall constitute written consent. Alternatively, AP has the opportunity to waive this notice and consent requirement in advance.

By initialing below:

AP Initial AP Initial

AP voluntarily and knowingly waives the requirement of notice and consent of such fees in excess of one thousand dollars (\$1,000.00) and agrees to pay such unforeseen additional expenses within seven (7) days after written receipt for these additional fees and expenses paid directly by Lifeline.

- C. Lifeline will provide AP with written receipts for unforeseen expenses that Lifeline or our country partners have paid in country during the adoption process and on AP's behalf. If available, Lifeline will provide AP with copies of invoices or receipts for these expenses paid on AP's behalf. This does not include any expenses AP pays directly in country.

14. **Duration and Termination of Agreement**

14.1 Election to Terminate — Either party may elect to terminate this agreement by providing written notice to the other party. Although Lifeline expressly reserves the right to terminate this agreement for any or no reason, without limiting the generality of the foregoing, Lifeline will seek termination only for one of the following reasons: (1) failure of AP to pay required fees in the manner and at the times required in the Schedule of Fees, (2) material breach of this agreement by AP, (3) lack of cooperation by AP, (4) any determination by Lifeline that AP does not meet minimum standards for adoptive homes, federal regulations, or country requirements, (5) any determination by Lifeline that adoption of a child by, or placement of a child with, AP would not be

in a child's best interests, (6) any change in law or circumstances which, in Lifeline's professional judgment, would render a prospective adoption difficult or impossible, (7) any failure or refusal by authorities in the sending country, AP's state of residence, cooperating agency, or USCIS to allow an adoptive placement or to grant foreign adoption, (8) any circumstance in which a birth parent successfully challenges the adoptive placement, and/or (9) closing of an office or branch of Lifeline in the jurisdiction in which the AP resides.

14.2 Automatic Termination — In addition to other provisions herein, this agreement shall automatically terminate if Lifeline has received no communication from AP within a six (6) month period, or after AP's adoption process has been temporarily suspended for a period of two years.

14.3 Effect of Termination — Termination of this agreement, either automatically or by either party, shall have the effect of relieving both parties of any and all obligations of future performance under this agreement. However, termination shall not affect or terminate (1) any release from or limitation of liability or indemnification, whether contained in this agreement or elsewhere, (2) the provisions of sections 13 through 22 of this agreement, (3) any obligation to pay fees, costs, or expenses that already have been incurred by AP, (4) the rights of either party to enforce this agreement with respect to any default or defect in performance that has not been cured, or (5) any parent/child relationship that may have been established by operation of law.

15. **Grievance Procedure and Dispute Resolution**

15.1 Grievance Procedure — Any and all complaints or claims by AP arising out of or relating to the terms or performance of this agreement must be presented and pursued in accordance with Lifeline's written "Complaint Policy." A copy of the Complaint Policy will be provided to AP when and if AP's application is accepted by Lifeline. The provisions of the Complaint Policy are incorporated herein by this reference. Exhaustion of the Complaint Policy, including all appeals, is a condition precedent to any further mediation or arbitration of AP's complaint or claim. Except as otherwise specifically provided in this agreement, any complaint or claim of AP which cannot be resolved by the Complaint Policy, and any other dispute, controversy or claim arising out of or relating to the terms or performance of this agreement which cannot be resolved by good faith negotiation among the parties, must be resolved as specified in the following sections.

15.2 Mediation and Arbitration — THE PARTIES RECOGNIZE THAT CONFLICTS OR DISPUTES MAY OCCASIONALLY ARISE, AND SHALL UTILIZE BEST EFFORTS, IN GOOD FAITH, TO RESOLVE ANY AND ALL CONFLICTS OR DISPUTES IN PRIVATE MEETINGS BETWEEN THE PARTIES. IF ANY DISPUTE CANNOT BE RESOLVED IN PRIVATE MEETINGS, THE PARTIES AGREE, AS AN ALTERNATIVE TO LITIGATION, TO, IN GOOD FAITH, ENTER MEDIATION AND, IF MEDIATION IS UNSUCCESSFUL, LEGALLY BINDING ARBITRATION IN ACCORDANCE WITH THE RULES OF THE CHRISTIAN CONCILIATION INSTITUTE OF PEACEMAKERS MINISTRIES AS SET FORTH AT

PEACEMAKER.NET. THE PARTIES AGREE THAT ANY ARBITRATION AWARD MUST BE ENTERED AS A FINAL JUDGMENT IN A COURT OF JEFFERSON COUNTY, ALABAMA, HAVING JURISDICTION OVER THE SUBJECT MATTER OR PARTIES. THE PARTIES UNDERSTAND THAT THESE METHODS SHALL BE THE SOLE REMEDY FOR ANY CONTROVERSY OR CLAIM ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, AND EXPRESSLY WAIVE THEIR RIGHT TO FILE A LAWSUIT OR CLAIM AGAINST ONE ANOTHER FOR SUCH DISPUTES, EXCEPT TO ENFORCE AN ARBITRATION DECISION.

15.2.1 Final Result of Arbitration - The arbitrator has broad authority to fashion an equitable remedy, including the authority to award specific performance. Any decision of the arbitrator must be reduced to and entered as final judgment in the appropriate Jefferson County Alabama court. Such award and judgment constitutes a final and binding adjudication of all matters submitted to arbitration. The parties expressly agree to waive any and all rights to appeal the arbitrator's decision. The arbitrator is not empowered to award damages in excess of compensatory damages, and each party expressly waives and forgoes any right to punitive, exemplary or similar damages unless a statute requires that compensatory damages be increased in a specified manner. In no event shall AP recover from Lifeline more than the amount of agency fees paid by AP to Lifeline, excluding any fees paid to third parties through Lifeline for convenience purposes.

15.2.2 Definition of Good Faith — "Good faith" is defined as an honest intention to proceed in a manner which maximizes the likelihood of mediation being effective. "Good faith" shall not be construed to require either party to make any concession that party does not believe is in its interest.

15.2.3 Statute of Limitations — The running of any applicable statutory limitation period is tolled from the date of the first scheduled mediation session until 60 days after the final mediation session, during which period the status of any statute of limitations issue shall be preserved. This provision shall be construed to give effect to its intent, which is that neither party's position regarding the statute limitations shall be improved or damaged as a result of having engaged in mediation.

15.3 Costs and Attorney Fees

15.3.1 Mediation — Lifeline will pay the entire mediator's fee for the first two hours of mediation. Each party is responsible for one-half of any mediator's fees incurred thereafter, and one-half of any administrative fees charged by the mediator.

15.3.2 Arbitration — Each party is responsible for one-half the total fees and expenses charged by the arbitrator.

15.3.3 Other Costs and Attorney Fees — During all stages of any grievance, negotiation, mediation, or arbitration process, and at all other times, each party is solely responsible for any and all attorney fees, costs, and disbursements that party has incurred on its own behalf.

15.4 Choice of Law and Venue — This agreement -- including all supplements, modifications, and other documents incorporated herein -- and all rights, obligations, and disputes arising out of it is governed by and construed consistent with Alabama law. The parties agree that venue for any dispute arising under this agreement is in Jefferson County, Alabama, or any other jurisdiction in which both parties voluntarily appear.

15.5 Ethical and Respectful Behavior

15.5.1 Responsibilities/Expectations of Lifeline — Lifeline employees will at all times comply with ethical standards prescribed by the Intercountry Adoption Accreditation and Maintenance Entity, Inc. and all applicable state and federal law. Lifeline employees will treat AP in a respectful, ethical, and non-coercive manner, and will refrain from use of personally derogatory or profane language or communication. Any AP who feels he or she has been treated inappropriately by a Lifeline employee, other AP, or other person involved in the adoption process must report the complaint to Lifeline pursuant to Lifeline's written Complaint Policy.

15.5.2 Responsibilities/Expectations of AP — AP will at all times treat Lifeline employees, volunteers, and the personnel of partner and cooperating agencies with respect; AP will refrain from communicating with such persons in any manner that is threatening, personally derogatory, abusive or profane. Any AP who fails to meet this standard may be subject to sanction by Lifeline. Such sanction may include, in Lifeline's sole judgment and discretion, required counseling or treatment before proceeding with the adoption process, suspension of adoption services, termination of adoption services and of this agreement. When applying any such sanction, Lifeline is not required to resort to the dispute resolution procedure created by this Section 15.

16. Use/Disclosure of Lifeline Name, Documents, and Trade Secrets

16.1 Non-Disclosure of Lifeline Intercountry Procedures and Trade Secrets — The following information are considered trade secrets of Lifeline: (1) the names, addresses, and functions of Lifeline overseas foreign staff, representatives, agents, facilitators, or contacts; (2) the names, addresses, and functions of overseas adoption facilities, orphanages, or hospitals involved in Lifeline intercountry adoption programs; (3) information that identifies the existence, identities, or location of the persons or facilities specified in (1) or (2). AP acknowledges and stipulates that all such information is confidential, material, important, and proprietary to Lifeline and gravely affects the effective and successful conduct of Lifeline business. Accordingly, AP agrees not to disclose, divulge, or communicate such information to any person or entity in any manner, directly or indirectly (whether written, spoken, via internet postings, email, chatrooms, or otherwise), without the prior written consent of Lifeline. This restriction survives any termination of this agreement, and remains effective for as long as Lifeline is in operation. Any breach of the terms of this section is a material breach of this agreement.

6.2. Unauthorized Use of Lifeline Documents — AP acknowledges that the documents produced by, or on behalf of, Lifeline pursuant to, or in furtherance of, this agreement are intended to be used only with regard to an adoption arranged by or through Lifeline for the undersigned AP. AP agrees not to make, allow, or encourage any use of such documents -- which documents include, but are not limited to, any adoption study, dossier, post-adoption/placement report, court report, or written agreement -- for any other purpose, or for any adoption or procedure not involving Lifeline, without the express prior written authorization of Lifeline. Any breach of the terms of this section is a material breach of this agreement.

16.3. Unauthorized Use Of Lifeline Name — AP acknowledges the Lifeline name and logo are unique and proprietary to Lifeline and that Lifeline's reputation, goodwill, and ability to conduct business could be severely damaged by the misuse or unauthorized use of the Lifeline name or logo. AP agrees not to make or encourage any use of the Lifeline name or logo without the express written authorization of Lifeline. Any breach of the terms of this section is a material breach of this agreement.

17. Lifeline Informational Materials

If AP continues on in the adoption process, AP may receive informational material from Lifeline in the form of a Travel Manual. The material in the Travel Manual is intended to be informational only and not contractual, and is not in any manner intended to create or establish contractual obligations on the part of either party.

In the event of any inconsistency between the provisions of this agreement and statements appearing in any of the Travel Manuals, or of any ambiguity created by comparing the provisions of this Agreement with those in the Travel Manuals, the provisions of this agreement shall prevail, and this agreement shall be construed as if the conflicting or ambiguous Travel Manual provision did not exist.

18. Construction

18.1 Modification/Supplementation Of Agreement — Any modification of or supplement to this agreement must be in writing, and signed by all affected parties. This provision may not be waived, modified, or supplemented except in the manner specified herein. Provided, however, that any separate written release from liability shall be enforceable if signed by the releasing party; and Lifeline may change the Schedule of Fees without AP's signature or agreement, in keeping with Section 13.

18.2 Severability of Provisions — If, in any judicial or dispute resolution proceeding, a court or arbitrator shall refuse to enforce all the provisions of this agreement, any unenforceable provision shall be deemed eliminated from this agreement for the purpose of such proceeding as is necessary to permit the remainder of this agreement to be enforced.

18.3 Non-Waiver — The failure of either party to enforce any provision in this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

18.4 Interpretation and Section Headings — Headings or titles to the sections of this agreement are solely for the convenience of the parties and are not binding, and are not to be considered in the interpretation or construction of this agreement. No provision of this agreement shall be considered for or against a party by virtue of the fact that a party or its legal representative drafted such provision. Any statute to the contrary shall not apply to the interpretation of this agreement.

18.5 Material Breach — A "material breach" of this agreement is any breach that is designated as such in this agreement, and any other breach which materially affects the conduct or performance of this agreement. Upon any material breach by AP, Lifeline is entitled to suspend or terminate services, terminate this agreement, or seek other available remedies.

18.6 Entire Agreement — This agreement, and attached documents referred to and expressly incorporated herein, contains the full, final, and exclusive statement of the agreement between the parties hereunder. This agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to any subject or issue, including, without limitation, fees and the parties' respective rights and obligations. This document is being signed voluntarily, without reliance on any other promises or representations.

19. LIMITATION OF LIABILITY

Any liability of Lifeline or its employees or agents, for any claim arising out of or relating to this agreement, including but not limited to claims arising out of the alleged or actual negligence of Lifeline or its employees or agents, shall be limited to the total amount of fees paid by AP to Lifeline.

20. DISCLAIMERS/RELEASES

20.1 GENERAL — *The following provisions apply to any and all Releases contained in this agreement. All Releases supersede and control any other provisions of this agreement, and any other representations of Lifeline, written or oral, which may appear, or are construed to be, to the contrary. All Releases extend to claims for any and all types of injury, harm, damage, or loss, whether economic, physical, psychological, or otherwise, and including but not limited to court costs and attorney fees. All Releases extend to and include all employees, agents, principals, representatives, successors, assigns, partners, attorneys, and insurers of Lifeline, and to all other persons and entities subject to liability derived from the conduct of Lifeline. All Releases extend to and include any and all claims of any child assigned to or placed with AP.*

20.2 LIABILITY FOR ACTS OF NEGLIGENCE — All Releases in this agreement are specifically intended to include and extend to all responsibility and liability for any negligent act or omission on the part of Lifeline.

20.3 RELEASE FOR ACTS OR OMISSIONS OF THIRD PARTIES — AP acknowledges that other persons, agencies, and entities not subject to the direction and control of Lifeline - including, but not limited to, social workers, cooperating agencies, volunteers, guides, translators, overseas affiliates, facilitators, attorneys, and foreign governments and agencies - may be involved in the adoption process.

RELEASE: AP hereby releases Lifeline and holds Lifeline harmless from any responsibility or liability, whether direct, derivative, vicarious, or otherwise for any type of injury, harm, damage, or loss in any way caused by, contributed to, or arising out of the acts or omissions of third parties.

20.4 NO WARRANTY OF LIFELINE APPROVAL OR CONSENT — This document is being provided to AP concurrently with the application for adoption so that AP may be fully informed regarding the nature of the parties' respective anticipated obligations. The application for adoption must be accepted by Lifeline and a home study must be approved by Lifeline before Lifeline will provide any further adoption services. The signing of this agreement by Lifeline does not constitute or guarantee Lifeline's approval of AP as adoptive parents, Lifeline's consent to an adoption by AP or that Lifeline will provide any further adoption services.

Lifeline does not and cannot guarantee, and makes no warranty or representation, express or implied, that Lifeline will accept AP's adoption application, approve of AP's home study, or consent to an adoption by AP.

20.5 RELEASE FOR OBSTACLES OR IMPEDIMENTS TO PLACEMENT, IMMIGRATION OR ADOPTION — Lifeline does not and cannot guarantee, and makes no warranty or representation, express or implied, that any child will be assigned to or placed with AP for purposes of adoption, that AP will be allowed to immigrate to the U.S. with any child, or that AP will succeed in being able to adopt any child.

AP acknowledges and understands that placement, adoption, and immigration are subject to laws and circumstances beyond Lifeline's control, including, but not limited to, federal and state law and practice, decisions of courts of applicable jurisdiction, practices and policies of overseas authorities, and legal challenges from interested persons. Lifeline cannot guarantee that existing adoption laws, programs, and practices will not change substantially, or that legal barriers or challenges to adoption will not arise, which make placement, immigration, or adoption difficult or impossible for AP.

RELEASE: AP hereby releases Lifeline and holds Lifeline harmless from any and all responsibility or liability for any type of injury, harm, damage, or loss which in any way results from any obstacle or impediment to placement, immigration, or adoption. This release specifically extends to, but is not limited to, any obstacle or impediment to placement, immigration, or adoption directly or indirectly caused by the actions or inactions of any foreign or U.S. agency, official, court, lawyer, or facilitator.

20.6 RELEASE FOR CONDITION OF CHILD — Lifeline does not and cannot guarantee, and makes no warranty or representation, express or implied, that a child of any particular age, sex, condition, or nationality, or from any particular orphanage or province, or any number of children will be assigned to or placed with AP.

The following are risks to the health and wellbeing of any adopted child: (1) poor prenatal care, (2) poor care by parents, caretakers, or guardians, (3) institutionalization (where applicable), (4) poor medical care, and (5) poor medical assessment. In addition, a child may be too young to properly diagnosis or assess many medical or psychological problems.

If AP adopts a child who was institutionalized in another country, that child is likely to have undiagnosed medical, emotional, and psychological problems including, but not limited to, developmental delay, malnutrition, and/or behavioral problems. AP probably will not be fully aware of the nature and extent of the child's problems until after the adoption is finalized. Even if the child was not institutionalized, most children adopted from another country are likely to have some undiagnosed medical, psychological, emotional, or other problems.

For these reasons, Lifeline does not and cannot guarantee, and makes no warranty or representation, express or implied, concerning the medical or psychological condition of any child. AP acknowledges that Lifeline is not and cannot be responsible for any such conditions or problems.

Prior to placement, a child may have been provided with medical examinations, tests, and/or inoculations. Medical professionals may have declared the child "healthy," or free of serious health problems. AP may have specified that AP expects a "healthy" child. AP acknowledges and understands that none of these circumstances guarantees a healthy child. Lifeline cannot guarantee the results or accuracy of any examinations, tests, inoculations, or assessments.

AP further acknowledges and understands that in some cases, Lifeline may have arranged for a child's medical or psychological examination, while in other situations, a child may not have been provided with any medical examination or testing. In either event, Lifeline does not conduct any independent assessment, testing, screening, or evaluation of any child, and Lifeline has no knowledge of any child's actual medical or psychological condition other than what has been reported to Lifeline or may appear in any medical records, all of which will be conveyed to AP.

Lifeline does not provide medical opinions concerning the health or condition of referred children. AP is advised to consult with an international adoption clinic and medical specialist regarding referred child's information and medical records.

RELEASE: *AP hereby releases Lifeline and holds Lifeline harmless from any and all responsibility or liability for any type of injury, harm, damage, or loss in any way relating to or arising out of the physical psychological or emotional condition of any child assigned to, placed with, or adopted by AP regardless of when such injury, harm, damage, or loss is known or discovered.*

20.7 RELEASE FOR CHILD'S RECORDS AND INFORMATION — *Lifeline will make reasonable efforts to provide AP with all available medical, psychological, historical, and other records and information concerning the child. Generally, such records and information originate with persons, agencies, and entities outside Lifeline. Lifeline does not and cannot investigate or confirm the information obtained or provided. The information obtained or provided may be inaccurate and/or incomplete. Translations of foreign-language documents may be inaccurate. Therefore, Lifeline does not guarantee, and makes no warranty, express or implied, concerning, the accuracy, validity, applicability, or completeness of any information, medical, psychological, historical, or other records or data regarding any child.*

RELEASE: *AP hereby releases Lifeline and holds Lifeline harmless from any and all responsibility or liability for any type of injury, harm, damage, or loss in any way relating to or arising out of any medical, psychological, historical, or other records, data, or information regarding any child assigned to, placed with, or adopted by AP or any translation of such records, data, or information.*

21. Authorization for Release of Information

By signing this agreement, AP authorizes Lifeline to release copies of any and all records or other information Lifeline may have concerning AP, including subjective thoughts and impressions and information about any minor child in AP's home, to, and to fully discuss AP with, any cooperating agency providing services to AP in conjunction with this agreement, and/or any relevant government or adoption authorities, officials, or personnel, adoption facilitators or service providers or coordinators, and/or any relevant courts, in the U.S. or the sending country. This authorization is subject to all applicable legal restrictions and relates only to such records, information, and discussions as are reasonably necessary, in Lifeline's sole discretion, to provide the adoption services specified in this agreement. This authorization extends to disclosure of said information to Lifeline's insurance companies as needed for the purpose of insurance coverage. **RELEASE:** *AP hereby releases Lifeline from all legal responsibility or liability that may arise from the release of information authorized herein. AP acknowledges that the information to be released may include confidential information which could not be released without this written consent: including information that is specific to adoption counseling, family planning, employment, drug, alcohol or psychiatric treatment, and/or HIV testing and diagnosis.*

22. Release of Information to Spouse

If AP is a married couple, by signing this agreement each AP spouse authorizes Lifeline to disclose to and discuss with the other spouse any confidential information Lifeline may learn or obtain concerning either AP spouse. Each AP spouse hereby releases Lifeline from all legal responsibility or liability that may arise from the release of information authorized herein. Each AP spouse acknowledges that the information to be released may include confidential information which could not be released without this written consent, including information that is specific to adoption counseling, family planning, criminal history, child abuse, employment, drug, alcohol or psychiatric treatment, and/or HIV testing and diagnosis.

23. Disruption and Dissolution

23.1 Definitions - The term "dissolution," as used herein, means the termination of the adoptive parents' parental rights after an adoption is legally finalized. The term "dissolution services," as used herein, means providing support, resources, and networking for AP. The term "disruption," as used herein, means the interruption of a placement for adoption during the post-placement period.

23.2 Obligation of AP in Disruption – AP agrees to notify Lifeline if an adoption disruption (prior to adoption finalization) is under consideration. If an adoption disruption occurs while AP is in the country of origin, the United States, or otherwise, AP agrees to accept legal and financial responsibility for transfer of custody in an emergency or in the case of impending disruption and for the care of the child. If a disruption occurs while the adoptee is in the U.S., AP agrees to keep the best interests of the child paramount in any decision to return the child to the country of origin and shall return the child to the country of origin only as a last resort, if requested by a child over the age of thirteen. The child's wishes, age, length of time in the U.S., and other pertinent factors shall be considered in making the decision.

If Lifeline taking custody of the child is found to be in the child's best interest, then Lifeline shall take custody of the child, pending Interstate Compact approval, if required. The AP shall remain financially responsible for the child as long as parental rights are intact. If a third party resource (custodial and/or residential) is deemed to be in the child's best interest, then Lifeline will assist the family in securing such a resource. The AP will be financially responsible for the costs therein.

Some state laws may require the consent of the adoptee. Any breach of the terms of this section is a material breach of this agreement.

23.3 Obligations of Lifeline in certain circumstances – If a disruption should occur and/or a child need to be returned to the country of origin, Lifeline will notify the Central Authority and the U.S. Secretary of State in writing. In cases in which Lifeline has custody of the child from the country of origin, the child will not be returned to the country of origin without the written consent of the Central Authority of the country of origin and the United States Secretary of State. Lifeline will return a child to the country of origin only as a last resort, and will consider the child's views on returning to the country of origin when appropriate in light of the child's age and maturity.

23.4 Obligations of AP in Dissolution - AP will notify Lifeline if dissolution of a completed adoption is under consideration by the adoptive parents. Lifeline will make a determination on whether providing dissolution services is in the best interest of the adoptee. AP has the option of utilizing the dissolution services of Lifeline for a fee of at least one thousand dollars (\$1,000.00). There may be additional fees, up to an additional one thousand dollars (\$1000.00), based on the complexities of the case, to be determined by Lifeline. These fees do not include professional counseling services which start at \$100.00 per hour.

Should Lifeline provide dissolution services, the AP agrees to cooperate with Lifeline by entering into family counseling; submitting to the agency's transition requirements; by submitting all in-country adoption paperwork; and all US-based medical, psychological, therapeutic and counseling records; and in the relinquishing of parental rights, if a dissolution occurs. Any breach of the terms of this section is a material breach of this agreement.

A new adoptive placement is not guaranteed. Should Lifeline believe that dissolution services are not in the best interests of the adoptee or the applicants fail to comply with dissolution requirements, Lifeline reserves the right to terminate dissolution services, without refund for services already performed. Once a child has reached legal adulthood in his/her state of residence (based on legal documentation), dissolution services cannot be provided by Lifeline. The **DISCLAIMERS/RELEASES** provisions of this agreement expressly apply to this section.

SAMPLE

WE HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT

Printed name

Signature

Printed name

Signature

Date: _____

State of _____

County of _____

_____ personally appeared before me, a Notary Public in and for said state, on this _____ day of _____ 20____.
Such person(s) is/are personally known to me, or proved on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are
subscribed to on the foregoing instrument, and such person(s) acknowledged to me that the foregoing instrument is his/her/their voluntary act
and deed, executed in his/her/ their authorized capacity(ies), and that by his/her/their signature(s) on the foregoing instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public for:

My Commission Expires: _____

LIFELINE CHILDREN'S SERVICES, INC.

Josh Caldwell

Date International Director



Texas Inquiry Orientation

The following information is required for Texas residents by Texas regulations.

Services Available:

Lifeline provides the following services: pregnancy counseling to birth parents who inquire, including options counseling; placement services to birth parents who choose adoption; home studies and process support to prospective adoptive parents, both domestically and internationally; post-placement services and post-adoption services to the adoption triad. Professional counseling services are available within the states of Alabama and Georgia.

Fee policies and payment procedures:

Fees are not charged to clients receiving pregnancy counseling. Prospective adoptive parent fees are generally paid as clients move through the process and are not paid until services are rendered. Fees paid for services rendered are non-refundable. Payments may be made by check or paid online with applicable credit card surcharges. Fees are considered delinquent after 30 days.

Agency requirements and procedures:

Please use this link to review Lifeline's adoptive parent qualifications, policies and procedures.

<https://lifelinechild.org/beforeyouapply/>.

Legal Procedures/Legal Counsel:

Adoptive parents have the right to independent legal counsel.

IR/H-3 visas: For families who will finalize abroad, the domestication of the adoption is highly recommended by Lifeline. To do so, contact a local attorney, who will file the necessary documents in the appropriate venue. Parents will retain the attorney directly and will be responsible for the attorney's fees and court costs.

Domestic and IR/H-4 visas (families who will not finalize abroad must finalize in the US in their state of residence): Families will need to contact a local attorney, who will file the necessary documents in the appropriate venue. Parents will retain the attorney directly and will be responsible for the attorney's fees and court costs. If the adoptive parents were given custody while in-country by the Central Adoption Authority or appropriate local authority, then all that is necessary from Lifeline is a signed copy of the required post-placement reports. If Lifeline was given custody by the Central Adoption Authority or local authority, then Lifeline must provide official written consent to the adoption.

Adoption Registries:

Lifeline has a program designed to reunite domestic adoptees and birth families. International adoptees should contact Lifeline and request information on adoption registries available at that time from his or her country of origin.

The Texas Vital Statistics Unit (VSU) Voluntary Central Adoption Registry (CAR) is part of a voluntary mutual-consent registry system mandated during the State of Texas' 68th Legislative Session in 1983. It enables a domestic adult adoptee, birth parent, or sibling to place his or her name on the registry and to locate other family members who are also registered.

There are private, online registries available through a web search.

Client Appeal Process

As a client, you have the right to appeal agency actions and decisions that affect you, be aware of the appeal procedures and how to report agency violations of minimum standards to the state licensing department. The appeal process protocol includes the opportunity for the client to submit a written appeal and to receive a review of the appeal by designated staff and the Texas Agency Administrator, when appropriate.

Reporting

The following are available for review upon your request: the rules of Texas Administrative Code Chapter 749, Minimum Standards for Child Placing Agencies, Lifeline Children's Services' state compliance status reports and agency policies.

To report agency violations of state minimum standards, contact: The Texas Department of Family and Protective Services - Statewide Intake at 1-800-252-5400. The Intercountry Adoption Accreditation and Maintenance Entity may also be contacted.

To report complaints on Social Workers, contact: The Texas State Board of Social Work Examiners, Complaints Management and Investigative Section, P.O. Box 141369, Austin, Texas 78714-1369 or call 1-800-942-5540.