

SERVICE PLAN AND AGREEMENT FOR
(DOMESTIC ADOPTIONS – PROJECT WAIT NO LONGER)

This Service Plan and Agreement (“Agreement”) is entered into by and between THE BARKER ADOPTION FOUNDATION on behalf of its employees, officers, directors, trustees, and agents (collectively, “Barker”) and _____ (“Adopting Parent” / “Adopting Parents”). Both parties agree to the following terms, conditions, and obligations as they work together toward the placement of a child or children for adoption.

This Agreement consists of four Articles. Article 1 identifies Barker’s commitments to Adopting Parents, and Article 2 identifies Adopting Parents’ reciprocal commitments to Barker. Article 3 sets out the Barker policies with which Adopting Parents have agreed to comply. Article 4 presents general legal provisions governing the Agreement.

ARTICLE I

BARKER SERVICES, RESPONSIBILITIES, AND OBLIGATIONS

Barker agrees to:

- 1.1 Provide home study and post-placement services in accordance with all applicable Federal, State, and/or District of Columbia statutes, regulations, and court procedures;
- 1.2 Provide information to Adopting Parents about Barker’s domestic older child adoption program (Project Wait No Longer (“PWNL”): Permanency for Foster Youth), which involves the adoption of older children and/or children waiting in the public foster care system with special needs;
- 1.3 Confirm that Adopting Parents have received educational courses to educate Adopting Parents concerning (i) general adoption issues, as well as those specific to domestic adoption, including the adoption process, and the characteristics, needs, and issues of children needing adoptive families; and (ii) the specific issues relating to the adoption of older children or children with physical, emotional, or behavioral special needs;
- 1.4 Provide guidance to Adopting Parents during the home study process on paperwork, and preparation for home study interviews;
- 1.5 Submit the home study of Adopting Parents to facilitate the adoption process – e.g., submission to the State government Department of Social Services that holds the

- guardianship of the child/ren (“the Department of Social Services”), another adoption agency, adoption attorney, the Interstate Compact for the Placement of Children (“ICPC”), or the court where the adoption petition is pending;
- 1.6 Provide guidance to Adopting Parents, including providing referrals to other professionals (e.g., therapists, education specialists, and medical specialists), financial processes (e.g., subsidies, monthly maintenance stipends, and the adoption tax credit), health insurance procedures (e.g., Medicaid/medical assistance coverage for the child/ren), or other agencies as necessary, throughout the adoption process, the post-placement period, and the post-adoption process;
 - 1.7 Provide the case summary of a referred child to Adopting Parents, with the assistance of the Department of Social Services, presenting available relevant information, including birth parent social and medical history, and the child’s social, medical, and foster care history, while protecting confidentiality as required by law, in order to facilitate prospective matching and placement of a child;
 - 1.8 Provide Adopting Parents with all available social and medical information on a child referred, including, to the fullest extent practicable, a correct and complete English-language translation of relevant documents in a foreign language. If referral information contains summaries or compilations of medical records, Barker shall seek to obtain relevant underlying medical records from the Department of Social Services caseworker. Barker shall use reasonable efforts to obtain information about the child’s birth family; prenatal history; cultural, racial, religious, and ethnic background; any past and/or current pre-adoptive placement information; and the existence and residential locations of any known birth siblings. Barker will not knowingly withhold or intentionally misrepresent referral information. Barker will not deny or terminate placement until the Adopting Parents have had a reasonable period to consider the child’s needs and their ability to meet those needs, and to seek medical review;
 - 1.9 As appropriate and in coordination with the Department of Social Services, encourage openness in the adoption process by educating and guiding Adopting Parents through the potential opportunities and degrees of contact with birth parents and other members of the birth family;
 - 1.10 If they arise, resolve legal issues in the domestic adoption process of a child with specialized needs and recommend Adopting Parents seek professional legal counsel in order to understand specific legal concerns;
 - 1.11 Inform Adopting Parents about costs that are associated with the circumstances of a potential placement, as discussed during the application interview and during subsequent meeting relating to a specific adoption process;
 - 1.12 Communicate with the Department of Social Services, another involved adoption agency, or an involved adoption attorney to coordinate the adoption process and activities;

- 1.13 Facilitate the matching process with the Department of Social Services and Adopting Parents, as well as facilitate visitation between the Adopting Parents and the waiting child or children;
- 1.14 Provide information on the process for adopting through the Foster-to-Adopt program of Project Wait No Longer as an alternative pathway for assessing the viability of adopting an older child or one with specialized needs from the public foster care system;
- 1.15 Prepare an individualized post-placement child transition plan for the Adopting Parents, in collaboration with Adopting Parents and the Department of Social Services, in order to ease the child's transition into the home and guide the Adopting Parents in the transition process;
- 1.16 Provide monthly post-placement supervisory visits, with additional contacts as deemed necessary by Adopting Parents' social worker, social worker's supervisor, and the Department of Social Services agency, and as required by the laws of the jurisdiction in which Adopting Parents intend to finalize the adoption;
- 1.17 Prepare and submit post-placement written reports as required, by statute, court procedure, or administrative regulation, and otherwise satisfy any other post-placement requirements;
- 1.18 When recommended by the Department of Social Services and Barker determines, in its professional judgment, it is in the best interest of the child/ren, prepare and present a Post-Placement Agreement to Adopting Parents and birth parents for the purpose of specifying responsibilities and opportunities for continuing contacts with the birth family;
- 1.19 Provide information on cultural resources, therapeutic and educational services, and other community resources, and assist in coordination of these services during the post-placement period as available and deemed necessary by Barker and/or the Department of Social Services, and/or reasonably requested by Adopting Parents;
- 1.20 Assist Adopting Parents and their chosen attorney with adoption finalization by providing necessary documentation and reports to the attorney and/or to the court;
- 1.21 Invoice Adopting Parents in accordance with Barker's Domestic Adoption Fee Agreement for Project Wait No Longer addressed below at Articles 2.27 and 3.8; the applicable Fee Agreement signed by Adopting Parents is incorporated into this Agreement by reference;
- 1.22 Report child abuse or neglect by Adopting Parents as obligated by law and in accordance with Barker's policy on the Prohibition on Corporal Punishment discussed below in Article 3.7;

- 1.23 Reserve the right to contact the appropriate Department of Social Services that has legal custody of the child and remove the child from Adopting Parents' care prior to adoption finalization, if in Barker's professional judgment, the continuation of placement is not in the best interest of the child; and
- 1.24 Hold in strict confidence, as required by law, all documents and other information relating to the referral of a child, except for documentation that must be shared with adoption service providers and adoptive parents to facilitate the adoption placement.

ARTICLE 2

ADOPTING PARENT RESPONSIBILITIES AND OBLIGATIONS

Adopting Parents acknowledge the following statements or agree to take the following actions:

- 2.1 Comply with all applicable Federal, State, and/or District of Columbia laws and regulations and court procedures pertaining to domestic adoption, including any specific requirements relating to the adoption of an older child and/or a child with special needs from public foster care;
- 2.2 Comply with Barker's pre-adoption group training and online learning requirements (including any continuing education requirements of the Adopting Parents' jurisdiction of residence during the pre-placement period) for adopting parents of older children and/or a child with special needs from public foster care, with the understanding and acceptance that Barker will not approve a home study until its educational requirements are met in full, unless an exemption is granted for previous learning that duplicates Barker's curriculum;
- 2.3 Collect and submit to Barker required paperwork for the home study and home study updates in a timely manner, with the understanding and acceptance that failure to do so could result in delay of the process and/or in closure of their case;
- 2.4 Be available for the home study, home study updates, and post-placement supervisory interviews with Barker social workers at mutually convenient times, generally during business hours;
- 2.5 Disclose all requested information to Barker during the application interview, home study, and post-placement processes that is needed by Barker to provide the services identified in this Agreement, with the understanding and acceptance that failure to disclose information or the misrepresentation of information could result in Barker's disapproval of the home study and/or in withdrawal of home study approval and/or placement of a child, which Adopting Parents could appeal (see Article 3.5.1);

- 2.6 Provide Barker staff with an honest and realistic assessment of the age, medical conditions, mental health, and behavioral issues they feel prepared to parent in the child/ren they seek to adopt;
- 2.7 Until the formal post-placement supervision is complete and finalization of the adoption has occurred, inform Barker staff in writing of the following:
 - 2.7.1 Any marital changes (separation, divorce, or death of one of the Adopting Parents);
 - 2.7.2 A decision to start the foster care or adoptive process through another agency or receive a child placement through another agency;
 - 2.7.3 Any new medical conditions of an Adopting Parent for which a medical specialist is providing ongoing treatment;
 - 2.7.4 Relocation to a new residence;
 - 2.7.5 Additional people living with Adopting Parents since the time of the initial home study;
 - 2.7.6 Changes in employment of an Adopting Parent;
 - 2.7.7 Receipt of a warning, citation, charge, warrant of arrest, or notice of investigation issued by law enforcement or child protective services to an Adopting Parent or an individual residing with Adopting Parents;
 - 2.7.8 Adopting Parents must give notification of such changes or occurrences to Barker within ten days of the change or occurrence. If at any time during the adoption process (or any time before the adoption is legally finalized), one of the Adopting Parents is arrested or receives a legal citation Barker may, in its professional judgment, place the adoption process on hold until after the adjudication and judgment or other formal resolution of the case. If convicted, the application of the Adopting Parents may be closed, and the individual Adopting Parent will be ineligible to re-apply for five years or more, depending upon the nature of the conviction;
- 2.8 Attend any meetings and sessions scheduled by Barker staff for the purpose of identifying a potential child placement through the presentation of a case summary and the matching process. In instances where a proposed placement referral has been made by the social worker of the Department of Social Services and Barker staff, Adopting Parents understand they will have a reasonable period to consider such referral and have no obligation to accept the placement or complete the adoption process;
- 2.9 Understand that Barker staff are not medical professionals and agree to not base a decision to adopt a particular child based on staff's written or oral statements as to any child's physical, mental, or developmental condition; for this reason, Barker recommends that Adopting Parents obtain one or more independent medical opinions from a physician

- of their choice, and one who is knowledgeable about adoption if possible, prior to accepting the referral of a child;
- 2.10 Accept that Barker's agents or independent contractors will not personally conduct any assessment, evaluation, test, or background investigation of the child/ren, but instead must rely upon information provided by others, including birth parents and private and/or public agencies with custody of the child/ren (e.g., the Department of Social Services);
 - 2.11 Accept that any child's referral information may be limited or erroneous, including parental/family background, including education; genetic information; prenatal care; childbirth complications; newborn health; postnatal care; treatment history; present or past childcare; current and previous history of physical, emotional, psychological, intellectual and developmental conditions; or foster care history;
 - 2.12 Accept that the child/ren may have medical, psychological, developmental, intellectual, emotional, or physical conditions that may have been undiagnosed, misdiagnosed, or misstated;
 - 2.13 Follow instructions and authorization from Barker staff concerning contacts with individuals and entities during the adoption process, either personally or through a third party, including, but not limited to, members of the ICPC, medical personnel, government officials, birth parents, foster parents, and the staff of the Department of Social Services;
 - 2.14 Care for the child/ren with love and affection and provide for the child/ren's social, physical, emotional, educational, and medical needs:
 - 2.14.1 Upon placement, assume sole responsibility for the care and support of the child/ren, including payment of medical, counseling/psychiatric, childcare services, and any legal expenses;
 - 2.14.2 Inform Barker of major medical, surgical, and dental treatment known by Adopting Parents to be needed by the child/ren in their care prior to finalization of adoption. If the child cannot be covered by the family's medical/hospitalization insurance plans, it is the responsibility of Adopting Parents to obtain a separate policy for the child and document coverage for Barker, or make other payment arrangements approved in advance by Barker;
 - 2.14.3 Understand that the child/ren may continue to receive health benefits under the Medicaid program of the child/ren's current State of residence through the date of finalization of the adoption; these benefits may continue after adoption if the child/ren remain Medicaid eligible or, pursuant to the Interstate Compact on Adoption and Medical Assistance, if the Adopting Family resides in a different State, health benefits may be provided by the Medicaid program in that State; Adopting Parents understand that Medicaid coverage is not guaranteed and that, as required by Article 2.14.4, they must provide health care for the child/ren in the event Medicaid coverage is not available or is discontinued;

- 2.14.4 Accept the policy of Barker that Adopting Parents must have medical insurance coverage for any child placed with them for adoption, effective at date of placement, or otherwise demonstrate, to the satisfaction of Barker, the existence of an alternative health care arrangement that meets all applicable requirements of State and Federal law;
- 2.15 Cooperate fully with Barker's requirement that it will conduct a minimum of monthly post-placement supervisory visits during the post-placement period preceding adoption finalization, and prepare written reports, with additional contacts and/or reports as deemed necessary by the Barker social worker and/or Barker supervisor and/or agency holding legal custody of the child/ren. Adopting Parents agree to make themselves available at mutually convenient times, generally during business hours. These post-placement visits are necessary to ensure the timely completion of Barker's reports. At each visit the Adopting Parents shall provide written progress reports and any new medical evaluations of the child/ren to their social worker. Adopting Parents further acknowledge and accept that there may be additional post-placement requirements based upon Barker guidelines and/or mandates of the jurisdiction in which the adoption is to be finalized, and/or the requirements of the Department of Social Services;
- 2.16 Acknowledge and accept the guidance that Adopting Parents are strongly discouraged from moving out of the Barker service area prior to adoption finalization as it can create significant delays in the adoption process. If circumstances beyond the control of the Adopting Parents require them to move their residency during the post-placement supervisory period from the District of Columbia or a State in which Barker is licensed, Adopting Parents agree to follow instructions of the Department of Social Services and Barker staff to work with a licensed adoption agency acceptable to both agencies in their new State or country of residence to complete their post-placement obligations. Adopting Parents must give Barker advance notice of a pending relocation prior to making any decision to relocate so that Barker may give appropriate guidance to ensure both Barker and Adopting Parents comply with applicable regulations of the Interstate Compact for the Placement of Children; failure to provide such notice may result in delay, suspension, or closure of the adoption application;
- 2.17 Acknowledge and accept Barker's policy that based on the needs and age of each child, Barker will work with Adopting Parents to prepare an individualized post-placement child transition plan for Adopting Parents, which both Barker and Adopting Parents will sign. To the extent possible, Barker requires one parent (or a combination of both parents) to make their work schedule as flexible as possible during the initial transition period when a child comes into the home, and to ensure that an Adopting Parent is available at home when the child is not at school, after-school activities, or camps. Primary care of the child must be provided by one or a combination of both Adopting Parents for a period of not less than four continuous weeks immediately following placement to ease the child's transition into the home; Barker encourages adopting families to take three months or more of parental leave wherever possible;

- 2.18 Comply with the legal process of finalizing the adoption, according to requirements and regulations of the finalizing State or the District of Columbia, as applicable, and Barker; and understand and accept responsibility for all legal costs associated with finalization – a process that typically, in most jurisdictions, cannot take place until a child has been in the adoptive home for at least six months;
- 2.19 Adopting Parents will not transfer the physical custody of the child/ren from their home without first receiving the consent of the Department of Social Services, and Barker’s consent during the post-placement supervisory period;
- 2.20 Keep Barker advised of their current residential address, email address(es), and telephone numbers in order to timely receive correspondence and updated information that may be added to their adoption file;
- 2.21 Acknowledge and accept that Barker cannot guarantee the placement of a child or children, the accuracy of projected time frames, and the length of the adoptive process, all of which are subject to change at any time and include multiple variables beyond Barker’s control, including, but not limited to, changes in State law and regulation, required consent(s) from the Department of Social Services, and necessary court approval(s);
- 2.22 Acknowledge and accept that the case summary, containing birth parent social and/or medical history and the child/ren’s medical, social, and foster care histories, and which is presented for the purpose of facilitating prospective matching and placement of a child or children, is limited to information provided to Barker by the Department of Social Services and given to the Adopting Parents at the time of presentation;
- 2.23 Acknowledge and accept that while Barker facilitates the provision of information relating to medical, social, and legal issues as given by the Department of Social Services, Barker and staff are not legal or medical professionals and cannot provide legal or medical advice and thus strongly encourage Adopting Parents to obtain their own legal counsel and medical consultants;
- 2.24 Acknowledge and accept that staff of the Department of Social Services typically facilitate and arrange pre-placement and/or post-placement meetings with birth parents, birth family members, and/or foster parents;
- 2.25 Provide requested post-placement documentation and information, e.g., annual update of letters and photographs, consistent with the Post Adoption Contact and Communication Agreement (“PACCA”) executed with the birth parent/s;
- 2.26 Understand that should Barker determine that it is not in a child’s best interest to remain in the care of Adopting Parents, Barker will work with the Department of Social Services to develop and implement an intervention plan including and up to removal of the child from custody of Adopting Parents prior to adoption finalization;

- 2.26.1 Adopting Parents also understand that they, Adopting Parents, may request a child's removal from their custody in the event circumstances detrimental to the child's or their welfare arise prior to finalization of the adoption;
- 2.26.2 Adopting Parents acknowledge, understand, and fully accept that although they may request that a child be removed from their custody, Barker and its employees, officers, directors, agents, or independent contractors, past or present, are under no obligation to accept custody of, or legal or financial responsibility for the child, or arrange for replacement of the child, except in cases where Barker retains legal guardianship during the post-placement period;
- 2.26.3 Adopting Parents agree to give sufficient notice to Barker and the Department of Social Services if they believe an intervention plan is needed, to enable appropriate arrangements for the child's care;
- 2.26.4 Adopting Parents acknowledge their responsibility to cooperate with Barker and the Department of Social Services throughout the process and, if Barker does not hold legal custody, they agree to assume all costs related to the child's removal, including but not limited to health insurance, legal/court fees, travel, transportation, physical or mental health evaluation, and foster care;
- 2.26.5 In addition, Adopting Parents agree to submit all the child's personal, medical, and legal documents (e.g., birth certificate and existing passport) to the Department of Social Services or Barker as requested (acknowledging that an amended birth certificate and a United States passport are not available for the child until the adoption is finalized); and
- 2.26.6 If Barker, at its discretion and in accordance with all applicable law, remains the legal guardian during the post-placement supervisory period, Adopting Parents acknowledge and accept Barker's legal obligation and authority to remove the child from their family and terminate the child's relationship with them, prior to finalization of the adoption, should that be deemed necessary and in the best interest of the child, in Barker's professional judgment;
- 2.27 Agree to submit payment of all fees promptly and in full upon invoicing as required by Barker's Adoption Fee Agreement for Project Wait No Longer, signed by Adopting Parents;
- 2.28 Affirmatively represent that Adopting Parents do not have convictions of any kind, misdemeanor or felony, are not currently under indictment for any crimes, and do not possess evidence of their involvement in any criminal activity involving violence against a person, child abuse or neglect, sexual misconduct, gross irresponsibility or disregard for the safety of others, or violations of accepted standards of ethical conduct. Adopting Parents also agree to timely report all cases to Barker in which they have been fingerprinted in conjunction with allegations they have committed a criminal act. They will provide to Barker any records of offenses and case dispositions. They also understand that they must complete criminal/child abuse history forms as required by the

FBI and their State and local government, or the District of Columbia, and that any new violations (including but not limited to those mentioned above) occurring during the adoption process must be reported immediately to Barker; failure to do so may result in delay, suspension, or closure of the adoption application; and

2.29 Accept the following assumptions of risk and release Barker from liability as follows:

- 2.29.1 Adopting Parents acknowledge that Barker has provided them with information regarding the risks of domestic adoptions of older children and those with special needs from public foster care, including the attached sheet titled *Medical/Social/Psychological Information*. They understand that Barker cannot warrant the accuracy or completeness of any child's medical information where such information is provided by a hospital or medical professional or the Department of Social Services. Additionally, they understand that there are events that may occur during the adoption process that are beyond the control of Barker, such as changes in State or Federal law or regulations. They assume the risks that are associated with domestic adoption and adoption of older children and children with special needs from public foster care and the uncertainty about the accuracy of the medical information they shall receive;
- 2.29.2 Adopting Parents acknowledge that child referral information may be limited or erroneous with respect to: general information; parental/family background; genetic information; prenatal care; childbirth; postnatal care; present or past childcare; current physical; emotional, psychological, intellectual, and developmental status; or previous history. They assume these risks;
- 2.29.3 Adopting Parents acknowledge that it is their responsibility to seek out all medical, developmental, educational and psychological evaluations of the birth parents' and child/ren's social and medical history and/or child referral information provided by the Department of Social Services, with Barker's assistance, that they deem necessary to make an informed decision as to whether they should accept a referral. They acknowledge that Barker cannot provide medical advice, explanations of medical issues, or prognosis of medical conditions;
- 2.29.4 Adopting Parents release Barker (including its employees, officers, directors, trustees, and agents, past or present) from any and all liability, other than for intentional misconduct, recklessness, or gross negligence, for any and all claims and liabilities relating to the physical, mental, or emotional health of any child referred to or adopted by them in the United States; and
- 2.29.5 Adopting Parents specifically waive any claims, whether known or unknown, against Barker (including its employees, officers, directors, trustees, and agents, past or present) relating to the accuracy, completeness, implications, or predictive nature of the information that Adopting Parents receive prior to placement. Adopting Parents also waive any claims against Barker (including its employees,

officers, directors, trustees, and agents, past or present) should their child/ren be diagnosed with or develop an illness, mental health problem, or other developmental or health difficulty due to matters related to, contained in, or missing from the health information they received with their referral. This waiver is not intended to encompass any intentional misconduct, recklessness, or gross negligence on the part of Barker.

The obligations, waivers, releases, and assumptions of risk of both parties under this Article 2.29 survive termination of this Agreement as permitted by applicable law.

ARTICLE 3

BARKER POLICIES

Adopting Parents have read, accept, and agree to comply with the following Barker policies to the extent applicable to their adoption:

3.1 Home Studies

- 3.1.1. Barker offers home study services and education for applicants to prepare for them becoming adoptive parents but does not under any circumstance guarantee the approval of a home study. Barker is dedicated to making placements that it considers to be in the best interest of the child. Applicants who wish to adopt a child must be in good physical and mental health and ready to provide a safe and nurturing environment for an adopted child. They must be capable of dealing with the challenges inherent in the process of adopting a child domestically. All applicants must provide complete and accurate information on their adoption applications. Applicants must demonstrate that they are in good physical and mental health with a normal life expectancy. If at any time during the adoption process (any time before the adoption is legally finalized), an applicant is arrested for driving under the influence, the adoption approval will be placed on hold until the adjudication of the case. If the applicant is convicted, the adoption application will be closed and the applicant will be eligible to re-apply in five years.
- 3.1.2. Prospective adopting parents who are married must be married for one year before applying to Barker. Single applicants who become engaged while in process will be required to suspend their adoption and reapply as a married couple one year after marriage. Applicants seeking placement through an out-of-area agency must check specific program requirements of that agency, as they may vary.
- 3.1.3. If drug (including alcohol) or other addictions/dependencies (including but not limited to sexual and gambling addictions) are a part of an applicant's history, the applicant must demonstrate at least three consecutive years of recovery through the date of application, in addition to participation in either a specialized addiction treatment program and/or a twelve-step program. Further, if the applicant has had an alcohol or other drug-related arrest and conviction at any time, the

applicant must provide arrest and court records and five years must have elapsed since the time of the arrest, unless State regulation requires a longer period. In either case, to make a complete assessment, Barker may request an additional independent evaluation completed by an appropriate specialist.

3.1.4. Home studies conducted by Barker are the property of Barker and can only be used for the purposes agreed upon by both Barker and the applicants; each home study document will approve a specific kind of adoption (e.g., adoption from a particular program, age of the child, gender of the child, special needs of the child, and number of children in birth family). Applicants may request an amendment to the approval given by Barker in a finalized home study document, but the decision to amend the approval resides solely with Barker.

3.1.5. Barker offers adoption services but cannot guarantee placement of a child, nor can Barker guarantee a specific age or gender of a child at the time of placement.

3.2 Gender Selection

In most cases, Barker requires applicants to remain open to the referral of a boy or a girl. Barker believes that families that remain open as to the gender of their child are best able to accept the varied uncertainties that come with adoption and parenting, including any individual needs of their child. In some instances, Barker permits applicants to express gender preferences (e.g., in intercountry adoption when such preferences are allowed by the Sending Country or in domestic adoption cases when allowed by an identified out-of-area placing agency). Generally, gender selection is allowed in Barker's older child foster adoption program (Project Wait No Longer), although prospective parents in this program are also encouraged to remain open whenever possible. It is the responsibility of any prospective adoptive parent who wishes to select the child's gender to verify available program options prior to application.

3.3 Infertility, Pregnancy, and Multiple Placements

The addition of a child to a family involves consideration, preparation, and adjustment. To ensure the best transition for the child and the family, and to ensure the child's successful placement, it is Barker's policy to require at least a one-year adjustment period between each child joining the family (except in the case of sibling groups placed together). Therefore, it is Barker's policy not to have two or more biologically unrelated children enter a family at the same time, unless Barker determines in its professional judgment that an exception would be in the best interests of the children. Applicants may submit a second application to Barker following finalization of the first adoption and completion of the six-month post-placement supervisory period. Thus, except for sibling group placements, applicants will only be approved for placement of one child at a time.

Barker does not permit prospective applicants to start the adoption process if they are expecting a biological child, pursuing surrogacy, or undergoing infertility treatment. If an applicant becomes pregnant during a pending adoption, the applicant is required to notify Barker as soon as possible and discuss the situation with the appropriate director. Barker reserves the right to place the applicant in a "hold" status to allow for a one-year adjustment period between children entering the family.

3.4 Ethical Practices

Barker provides ethical adoption services for the purposes of ensuring that domestic adoptions take place in the best interests of the children and preventing the abduction, exploitation, sale, and trafficking of children.

Barker prohibits its employees and agents from giving money or other consideration, directly or indirectly, to a child's birth parent/s, other individual/s, or an entity as payment for the child or as an inducement to release the child.

3.5 Grievances and Complaints

Applicants may appeal the clinical decisions of professional Barker staff and file a complaint as provided below.

3.5.1. Review of Professional Staff Decisions (Clinical Decisions):

- (a) Applicants who have (i) been accepted for home study and thereafter have had the home study process discontinued by professional staff decision, or (ii) adopted a child from Barker and been refused an application to adopt another child, have the right to appeal that decision through Barker's grievance process.
- (b) Barker shall give applicants who fall under Article 3.5.1(a)(i) or 3.5.1(a)(ii) written notice and explanation of the decision by professional staff, as well as an explanation of the appeal process.
- (c) All applicants who are in either situation of Article 3.5.1(a)(i) or (a)(ii) above, and who wish to appeal a staff decision, may meet with the Executive Director to discuss their concerns. The Executive Director has the responsibility to reevaluate each situation and notify the applicant/s and the staff in writing regarding the future course of action.
- (d) Applicants who wish to appeal the Executive Director's decision may petition the Licensing Board of the appropriate jurisdiction with authority over their State of residence.
- (e) If applicants are disputing an Executive Director's decision that may be considered "non-clinical" concerning any services or activities of Barker that require the Executive Director's review, applicants will follow the procedures for registering complaints as outlined below in Article 3.5.2.

3.5.2. Review of Non-Clinical Decisions

- (a) Barker encourages birth parents, adopting and adoptive parents, and adopted persons to bring to Barker's attention complaints concerning

services or activities of Barker that they believe require review by Barker's management.

- (b) Each complaint must be in writing, signed, and dated and delivered to the attention of the Executive Director of Barker.
- (c) Each complaint must identify the service in question, the date or timeframe of the service or violation, and the desired resolution.
- (d) Barker shall deliver a letter acknowledging receipt of the complaint, and the Executive Director shall respond in writing to all written complaints within thirty (30) days of receipt, giving priority and expedited review, as appropriate, to matters that are time-sensitive or involve allegations of fraud or negatively affect a child's welfare.
- (e) If the complainant is not satisfied with the resolution of the complaint from the Executive Director, the complainant may lodge the complaint directly with Barker's Board of Trustees or Barker's accreditation authority.
- (f) If the complaint is lodged with Barker's Board of Trustees, the Executive Committee of the Board will review the complaint and respond in writing within thirty (30) days of receipt, giving expedited review, as appropriate, to matters that are time-sensitive or involve allegations of fraud or negatively affect a child's welfare.
- (g) Barker shall comply promptly with any requests by accreditation authorities to view complaint records.

3.6 Charitable Donations

While philanthropic contributions to Barker are welcomed, Barker nonetheless must ensure that such donations do not in any way influence child placement decisions. Accordingly, Barker will not solicit or accept monetary or in-kind contributions from individuals who have applied to adopt a child and are actively in the adoption process. Such individuals are designated "in-service" clients, and monetary and in-kind donations shall not be solicited or accepted from them until they have fulfilled Barker's post-placement supervisory requirements and a legal adoption is completed and documented with a Final Decree of Adoption. When these requirements have been met, the adoptive parent/s is designated an "out-of-service" client/s whose charitable donations are permitted. Such a policy is meant to ensure that the welfare of the child is at all times paramount, without any undue influence upon the normal adoption procedures of Barker.

3.7 Prohibition on Corporal Punishment

Barker specifically prohibits the use of corporal punishment with children who are in Barker's care or who are under Barker's supervision and discourages any subsequent use of corporal punishment in parenting. Corporal punishment is defined as the inflicting of pain or discomfort. Prohibited actions include, but are not limited to, hitting a child with any part of the body or with an implement, pinching, pulling, shaking, or binding a child, forcing him/her to assume an

uncomfortable position, or locking him/her in a closet or other small, confined space. The prohibition is in effect whether punishment is spontaneous or a deliberate technique for effective behavioral change, or part of a behavior management program.

3.8 Refund of Fees

Barker has established a fee structure permitting applicants to pay its agency fees in phases over the course of the adoption process. Because Barker's work with applicants is ongoing, and because applicants pay fees as services are rendered, any payment of Barker's fees for services already rendered is nonrefundable. On a case-by-case basis, refunds may be approved at the discretion of Barker.

ARTICLE 4

MISCELLANEOUS

4.1 Entire Agreement

The entire agreement of the parties is contained within this document, and this Agreement supersedes all oral and written communications between the parties related to the subject and terms of this Agreement.

4.2 Amendment of Agreement

Any amendment to this Agreement must be in writing and signed by each of the signatories below.

4.3 No Third-Party Beneficiaries

Nothing in this Agreement shall be construed or be deemed to create any rights or remedies in any third party, including, but not limited to, relatives of Adopting Parents.

4.4 Severability

Should any portion or provision of this Agreement be held unenforceable or invalid for any reason, the remaining portions or provisions shall be unaffected; however, if any portion or provision of this Agreement be deemed unenforceable or invalid and it affects Barker's ability to perform any service under this Agreement, the Agreement shall be terminated and Adopting Parents shall be responsible for payment of all services rendered prior to termination.

We have read the Service Plan and Agreement in its entirety, acknowledge we have the right to consult independently with legal counsel prior to signing, and understand and accept the risks, conditions, and responsibilities associated with domestic adoption.

Applicant A's Full Name (please print)

Applicant A's Signature

Date

Applicant B's Full Name (please print)

Applicant B's Signature

Date

Barker Program Director's Signature

Date