

The HIC Application for Adoption Services & Adoption Service Agreement

Hawaii International Child, Inc.
 1168 Waimanu St., Honolulu, HI 96814 (808) 589 2367
 Office Hours: Mon – Fri. 8 AM to 4 PM

All information on the Application for General Adoption Services is only seen by HIC. The information requested is only to provide an initial screening and identify any possible issues that should be addressed at the beginning of the adoption process. *Please print or type legibly. Please make sure to include your \$200 fee and a photo!*

GENERAL INFORMATION

DATE _____

NAME AS IT APPEARS ON PASSPORT

WOMAN'S LAST	FIRST	MIDDLE	MAIDEN	DATE OF BIRTH
				SSN #

MAN'S LAST	FIRST	MIDDLE	DATE OF BIRTH
			SSN #

PRESENT MARRIAGE [DATE AND PLACE]

ADDRESS

STREET	CITY	STATE	ZIP
MAILING ADDRESS [if different from above]			
STREET	CITY	STATE	ZIP

HOME PHONE NO.	FAX NUMBER [Work] [Home]
May we call you at work? _____ If yes, please list # below WOMAN'S WORK NO.	May we call you at work? _____ If yes, please list # below. MAN'S WORK NO.
Woman's CELLULAR / BEEPER NO.	Man's CELLULAR / BEEPER NO.

E-MAIL ADDRESS (REQUIRED):

Please identify the preferred e-mail address where we will send e-mails during the course of your adoption. Important information may be communicated by email only.

TYPE OF SERVICE REQUESTED	Using an HIC Program (choose one)	<input type="checkbox"/> Africa <input type="checkbox"/> China <input type="checkbox"/> China Waiting Child <input type="checkbox"/> Post Placement Only Other: _____	<input type="checkbox"/> Hong Kong <input type="checkbox"/> Taiwan Other: _____
	Using HIC for partial service (choose one)	<input type="checkbox"/> Home Study Only	

Please describe your desired child. Be flexible, yet realistic. **Note: We cannot guarantee child(ren)'s age at placement.**

Age range:	Sex of Child:	Siblings?
Caucasian?	Hapa? (specify _____)	African/African-American?
Asian?	Eastern European?	Special needs/handicaps?

PRIOR ADOPTION HISTORY

Have you previously used HIC for any adoption service? If yes, when and what type of service:

If you used another agency, please complete the following information:

Name of agency:	Address:
Social Worker:	Telephone:
Approximate date of last home study:	

If you or anyone living in your home, have/has previously begun or completed a home study, regardless of outcome, you are required to disclose this information to HIC. Please list name of home study agency, name of social worker, and list contact information.

Have had a previous home study: Yes _____ No _____

If yes, please submit a copy of the report to HIC within one month of submitting this application.

Are you currently a client of another child placing agency? _____ No _____ Yes

If yes, to what extent have you and/or are you planning to work with them: _____

Name and address of agency: _____

Telephone no.: _____ Social worker: _____

Note: Clients are responsible for informing HIC if at any time during your work with HIC you begin working with any other child placing organization, attorney, or agent.

INFORMATION ABOUT THE ADOPTIVE MOTHER	ADOPTIVE MOTHER
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Race:	Citizenship: _____ U.S. _____ Other [Specify]	
Place of birth:	Passport #:	Exp. Date:
(If no passport, please apply and provide us the passport # when one is issued, but send in the HIC application now.)		

Religion: _____

(Note: While HIC does not discriminate based on religion, please be aware that certain countries do not accept applicants who practice religions which prohibit the use of standard medical intervention, such as blood transfusions).

General health:	Weight:	Height:
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Have you been diagnosed as having fertility problems? _____ Yes _____ No

Are you currently undergoing any type of fertility treatment? _____ Yes _____ No

Do you have a history of any psychiatric treatment? _____ Yes _____ No

If yes, for what condition? _____

In the past two years, have you taken any medication, including medication related to psychiatric conditions or treatment?

_____ Yes _____ No

Please list your hobbies and interests:

DATE MONTH AND YEAR	NAME OF EMPLOYER & POSITION HELD	ANNUAL EARNINGS
FROM		
TO		
FROM		
TO		

EDUCATION

Name of high school: _____

Year graduated or final year: _____

Name of college/university: _____

Year graduated or final year: _____

Degree received: _____

(If needed, attach information on separate sheet)

ADOPTIVE MOTHER'S PATERNAL INFORMATION

Your father's name and occupation

Your father's current mailing address:

If deceased, date of death:

ADOPTIVE MOTHER'S MATERNAL INFORMATION

Your mother's name and occupation:

Your mother's current mailing address

If deceased, date of death:

INFORMATION ABOUT THE ADOPTIVE MOTHER CONT'D.**ADOPTIVE MOTHER**

SIBLING INFORMATION (If needed, attach information on a separate sheet)

NAME AND PLACE OF RESIDENCE	OCCUPATION	MARRIAGE STATUS/ # OF KIDS	EDUCATION	AGE

MILITARY SERVICE RECORD

Date enlisted

Date discharged:

Branch of service:

Stationed:

Rank

ADOPTION STATEMENT Please give a brief statement of your reasons for wanting to adopt and how you came to consider adoption as an option for your family. Please sign and date your statement. Attach a separate sheet if necessary.

ADOPTIVE MOTHER: _____

SIGNED: _____ DATE: _____

REFERENCES (for both parents) Give the name of five references not related to you, whom you have known at least five years. It is a good idea to notify these people that they may receive a reference request. Please choose people who will reply promptly. **Note: HIC uses email to transmit reference requests. Please write email addresses clearly. (Please include zip codes.)**

NAME	ADDRESS	EMAIL ADDRESS	TELEPHONE

INFORMATION ABOUT THE ADOPTIVE FATHER	ADOPTIVE FATHER
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Race: _____	Citizenship: _____ U.S. _____ Other [Specify] _____	
Place of birth: _____	Passport #: _____	Exp. Date: _____

(If no passport, please apply and provide us the passport # when one is issued, but send in the HIC application now.)

Religion: _____
 (Note: While HIC does not discriminate based on religion, please be aware that certain countries do not accept applicants who practice religions which prohibit the use of standard medical intervention, such as blood transfusions).

General health: _____	Weight: _____	Height: _____
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Have you been diagnosed as having fertility problems? _____ Yes _____ No
 Are you currently undergoing any type of fertility treatment? _____ Yes _____ No
 Do you have a history of any psychiatric treatment? _____ Yes _____ No

If yes, for what condition? _____

In the past two years, have you taken any medication, including medication related to psychiatric conditions or treatment?
 _____ Yes _____ No

Please list your hobbies and interests:

DATE MONTH AND YEAR	NAME OF EMPLOYER & POSITION HELD	ANNUAL EARNINGS
FROM		
TO		
FROM		
TO		

EDUCATION

Name of high school: _____ Year graduated or final year: _____
 Name of college/university: _____ Year graduated or final year: _____
 Degree received: _____
 (If needed, attach information on separate sheet)

ADOPTIVE FATHER'S PATERNAL INFORMATION

Your father's name and occupation:	
Your father's current mailing address:	

If deceased, date of death:

ADOPTIVE FATHER'S MATERNAL INFORMATION

Your mother's name and occupation:	
Your mother's current mailing address:	

If deceased, date of death:

INFORMATION ABOUT THE ADOPTIVE FATHER CONT'D.	ADOPTIVE FATHER
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SIBLING INFORMATION (If needed, attach information on a separate sheet)

NAME AND CURRENT MAILING ADDRESS	OCCUPATION	MARRIAGE STATUS/ # OF KIDS	EDUCATION	AGE

MILITARY SERVICE RECORD

Date enlisted	Date discharged:		
Branch of service:	Stationed:	Rank	

ADOPTION STATEMENT Please give a brief statement of your reasons for wanting to adopt and how you came to consider adoption as an option for your family. Please sign and date your statement. Attach a separate sheet if necessary.

ADOPTIVE FATHER: _____

SIGNED: _____ DATE: _____

FORMER MARRIAGE(S)	FROM MONTH/YR	TO MONTH/YR	TERMINATED BY	REASON FOR TERMINATION
			Divorce, Annulment, Death	
WIFE'S PRIOR MARRIAGES FULL NAME OF FORMER HUSBAND:				
HUSBAND'S PRIOR MARRIAGES FULL NAME OF FORMER WIFE:				

Do you have children? Yes No

(Please explain relationships and living arrangements as appropriate if children are not currently living with you)

NAME	SEX	BIRTH DATE	LIVES W/YOU?	ADOPTED? IF YES, FROM:
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	

Briefly describe custody arrangements, if any: _____

Have you ever had your parental rights terminated (voluntarily or not) for a biological or adopted child?
 Yes No If yes, please explain on a separate page.

Is anyone other than you and your children living in your home? Yes No

NAME	BIRTH DATE	SOCIAL SECURITY #	RELATIONSHIP

FINANCIAL INFORMATION

ASSETS	Additional Information	Current Value
Income earned by adoptive mother (attach W-2)	<i>number of dependents?</i>	\$
Income earned by adoptive father (attach W-2)	<i>number of dependents?</i>	
Total combined income claimed on most recent Federal tax return (attach copy of tax return)	<i>for year?</i>	
Other income earned / received		
Checking & savings account(s)		
Securities (stocks, bonds, mutual funds, CDs)		
Vehicles (autos, motorcycles, boats)		
Real property	<i>fee or lease? # of bedrooms?</i>	
Life insurance	<i>person insured, beneficiary?</i>	

Retirement, pension, profit-sharing account(s)		
Other major assets		
Monthly expenses		
Mortgage and/or rent		
Utilities		
Food		
Auto loan		
Child care		
Total		
DEBTS (list credit cards, finance companies and personal loans - list approximate)		Balance Owed
		\$

USCIS, FEDERAL AND STATE CRIMINAL CLEARANCE:

Have **you** ever been a victim or perpetrator of the following: (If **YES**, please specify **"V"** for Victim or **"P"** for Perpetrator)

ADOPTIVE MOTHER	ADOPTIVE FATHER
Alcohol/substance abuse? <input type="checkbox"/> Yes- V <input type="checkbox"/> Yes- P <input type="checkbox"/> No	<input type="checkbox"/> Yes- V <input type="checkbox"/> Yes- P <input type="checkbox"/> No
Sexual abuse? <input type="checkbox"/> Yes- V <input type="checkbox"/> Yes- P <input type="checkbox"/> No	<input type="checkbox"/> Yes- V <input type="checkbox"/> Yes- P <input type="checkbox"/> No
Domestic violence? <input type="checkbox"/> Yes- V <input type="checkbox"/> Yes- P <input type="checkbox"/> No	<input type="checkbox"/> Yes- V <input type="checkbox"/> Yes- P <input type="checkbox"/> No
Child abuse/neglect? <input type="checkbox"/> Yes- V <input type="checkbox"/> Yes- P <input type="checkbox"/> No	<input type="checkbox"/> Yes- V <input type="checkbox"/> Yes- P <input type="checkbox"/> No
Has anyone currently living in your home been a victim or perpetrator of any of the above listed incidents? If yes, please name, list and explain:	

STATE CRIMINAL CLEARANCE AND FBI FINGERPRINT CLEARANCE PRE-CHECK:

NOTE: It is important that you disclose any and all arrests of all household members regardless of outcome or how embarrassing this may be, as failure to do so may affect your eligibility to adopt.

	ADOPTIVE MOTHER	ADOPTIVE FATHER	OTHER
1. Have you or any of your household members ever been arrested for any reason (including misdemeanors)?	__Yes __ No	__Yes __ No	__ Yes __ N
2. Have you or any of your household members ever been convicted of any unlawful act?	__Yes __No	__Yes __ No	__ Yes __No
3. Have you or any of your household members ever been charged with and/or convicted of a felony?	__Yes __ No	__Yes __ No	__ Yes __No

If yes, specify when, where, nature of the charges and/or convictions and circumstances? (If needed, attach information on a separate sheet) _____

If you have had ANY involvement with the law, regardless of your age at the time of incident, or whether or not this incident resulted in an arrest, conviction, community service, or other, please list here:

OTHER INFORMATION

Please list name and type of health insurance for you and all household members:

Would you like to be placed on our HIC mailing list? __Yes __No

How did you hear about HIC? **Please list specific source** (i.e. name of newspaper, internet site, etc.)

Newspaper Radio Friend Internet Yellow pages Source book

Please specify: _____ (We would like to be able to thank them and track advertising.)

Emergency Contact: _____ Relationship: _____

(Please list the name of someone not living in your home in case of an emergency)

Phone # _____ Cell # _____

I / WE CERTIFY THAT ALL THE INFORMATION SUBMITTED BY ME / US ON THIS APPLICATION IS TRUE AND COMPLETE TO THE BEST OF MY / OUR KNOWLEDGE AND I / WE UNDERSTAND THAT IF ANY FALSE INFORMATION, OMISSIONS, OR MISREPRESENTATIONS ARE DISCOVERED, MY / OUR APPLICATION MAY BE REJECTED.

Signed: _____ Print: _____ Date: _____

Signed: _____ Print: _____ Date: _____

THE ADAM WALSH ACT and the HAGUE CONVENTION ON CHILDREN

All prospective adoptive parents (PAP) and adults (anyone over the age of 18) living under the same roof as the PAP, **are required to complete Child Abuse and Neglect (CAN) clearances.** Clients (and other adults sharing residence with the PAP) adopting from HAGUE countries are required to provide clearances from every state or country in which they resided **since the age of 18.** Clients adopting from NON HAGUE countries are required to provide clearances for the past five years. CHINA, GEORGIA, GUATEMALA, HONG KONG INDIA, USA, CANADA, POLAND, and PERU are among the HAGUE countries. CAMBODIA, ETHIOPIA, JAPAN, LIBERIA, RUSSIA, TAIWAN, and VIETNAM, are among the NON HAGUE countries.

Please complete the following information. If you are unable to fully complete the information now, you may submit your application to HIC with partial information, so long as you indicate general date and place and provide HIC will complete details within two weeks of submitting the application.

If you require additional space please feel free to attach pages to this application.

Hawaii Residents Only: HIC will conduct the most recent state CAN clearance at no cost to the client (in addition to State of Hawaii CAN clearance), and will require a \$25 charge per clearance for all subsequent state clearances and a \$50 per charge per clearance for all foreign CAN clearances. Please include the cost of clearances with your HIC application. (Hawaii residents only)

Non-Hawaii Residents: Please make arrangements directly with your home study provider regarding your CAN clearances.

Dates of residence (Mo/Yr to Mo/ Yr)	Exact Address (House number, street, city, state, zip and country)	Male applicant?	Female applicant?	If different from name on this application, please provide applicant's name at the time noted here.

Total number of United States CAN clearances	_____ @ \$25/each = _____
Total number of foreign CAN clearances	_____ @ \$50/each = _____
TOTAL COST: _____	

HOME STUDY AND CITIZENSHIP AND IMMIGRATION ISSUES (USCIS)

The agency that completes your home study, if HIC is not preparing your home study, is required to enter into an agreement with HIC regarding the services each agency is going to provide you. Please note, your home study agency must meet certain criteria/accreditation standards, before HIC will enter into an agreement with the agency, so we strongly recommend consulting with HIC before selecting a home study agency or paying any money to an agency for your home study. If you have already selected a home study agency, please list the name, address, telephone number, email and contact name so we may contact them to insure they meet the necessary requirements and standards. **Reminder: You are responsible for all aspects of your USCIS filing, including refilling and approval expiration issues.**

Have you already filed an I-600A with the USCIS? Yes ___ No ___ If yes, date filed: _____

RELEASE TO USE YOU AS A REFERENCE

For most families contemplating international adoption, their best resource is families who are in the process of adopting internationally or who have completed an international adoption. By your signature(s) below, you are giving HIC permission to provide your first name(s), the country you are adopting from, and telephone number and/or home e-mail address to prospective adopting families through our literature and web site until you withdraw such permission in writing.

Signature _____ Signature _____

RELEASE TO USE PICTURES

As part of HIC's continuing work, we: 1) prepare written materials, brochures, and a web site that include pictures of children and adoptive parents to distribute at informational seminars and other public venues; 2) place information about HIC and/or HIC informational meetings in newspapers, adoption related publications, and on occasion non-adoption related publications, that include pictures of children and adoptive parents; 3) prepare displays for adoption seminars and adoption fairs that include pictures of children and adoptive parents; and 4) have produced from time to time an introductory video/CD about international adoption that includes pictures of children and adoptive parents. The rights to use referral pictures we provide to you with your referral remain with HIC. By your signature(s) below you are giving HIC permission to use pictures you send to us of you and/or your adopted child(ren) as part of these materials without any identifying information (e.g. name, telephone number, etc.) until such permission is withdrawn by you in writing.

Signature _____ Signature _____

REFUND POLICY & FISCAL MANAGEMENT

We believe in the importance of clarity and comfort for our clients and we believe you have the right to know what to expect regarding your fees. For that reason, we have established our fee structure so that you pay as little as possible at the time of application (\$200 application fee), and the remainder of your HIC agency fees over the course of your adoption. Because our work is ongoing and you are paying for the adoption services we provide and not a child, when any HIC agency fee is submitted, it is nonrefundable. For example, when you submit your application fee (\$200), the application fee is nonrefundable. The same applies when you submit subsequent fees to HIC for subsequent services. Please note that on a case-by-case review, HIC may refund some HIC agency fees upon approval of the Executive Director. Although we will work hard to obtain/ refund of any international fees paid to a foreign coordinator/authority, we cannot make any assurances or promises for the return of international fees or foreign expenses (whether you submit a check payable to the foreign representative or you submit a check or payment to HIC and HIC pays the foreign representative or entity with your monies through an HIC "pass through" account), if you withdraw from the adoption process for any reason or if the adoption fails for any reason. The policy of each foreign coordinator/authority is to issue no refunds under any circumstances because you are paying for ongoing services, not the completion of a particular adoption. Your signature indicates that you understand and accept this refund policy.

Signature _____ Signature _____

Date _____ Date _____

I/WE HEREBY CERTIFY BY SIGNING BELOW THAT ALL INFORMATION GIVEN IN THIS APPLICATION IS CORRECT TO THE BEST OF MY/OUR KNOWLEDGE AND BELIEF.

I/we understand that the HIC Agency Fees amount to \$7,500.00 unless I/we are adopting a special needs child, or siblings or for a second or third etc. time through HIC. I/we also have reviewed all costs and expenses as included in the HIC Fee Sheets.

Signature _____ Signature _____

Date _____ Date _____

**PLEASE RETURN THIS APPLICATION FOR ADOPTION SERVICES &
ADOPTION SERVICE AGREEMENT ALONG WITH THE APPLICATION FEE & PHOTO TO:**

(Remember to make a photocopy of this Agreement for your records.)

Hawaii International Child 1168 Waimanu St. Honolulu, HI 96814 Office Hours: M-F 8:00 a.m. to 4:00 p.m.

Adoption Service Agreement

RESPONSIBILITIES OF THE PARTIES AGREEMENT

HAWAII INTERNATIONAL CHILD (herein referred to as **HIC**) shall provide the following services to Prospective Adopting Parent (s):

1. Provide information to prospective adopting parent(s) on current international adoption programs.
2. Maintain a web page (www.h-i-c.org) that provides resources and information for Prospective Adopting Parent (s).
3. Prospective Adopting Parent(s) must complete a minimum of 10 hours of training on adoption issues, as required by U.S. law, as a part of the Hague treaty affecting international adoption. Prospective Adopting Parent (s) are encouraged to attend live classes if they wish or in addition to the HIC required on-line courses. HIC uses the Adoption Learning Partners (www.adoptionlearningpartners.com) in addition to providing the individualized HIC International Client Adoption Training (ICAT) training. The total cost for the on-line work is approximately \$200 and the ICAT is free for HIC clients. In combination, these two trainings meet the Hague requirements. In addition to the on-line courses, HIC program staff will provide additional and unique country and child-specific counseling to each HIC prospective adopting parent. Complete information about the HIC Parent Pre Adoptive Training requirements and materials is available on our website and will be provided in your initial HIC Step Two packet.
4. Provide each Prospective Adopting Parent with a Parent Education Packet to prepare and educate prospective adopting parent (s) for understanding issues of international adoption/children adopted internationally.
5. Either prepare a home study (including post placement/post adoption reports), or, if requested, identify a home study agency for the Prospective Adopting Parent(s) (where available) and cooperate with the home study agency and be an advocate on your behalf during and after the adopting process.
6. If any HIC adoption program country closes, of Prospective Adopting Parent(s) refuse to complete an adoption after agreeing to do so for a particular country and HIC agrees, HIC allows Prospective Adopting Parent(s) to move to a different country program and any HIC Program fees not already spent on paperwork or other direct client costs will be transferred to the client's next HIC adoption.
7. Provide a country-specific Program Packet that will include country specific forms or samples for documents necessary to complete a dossier to process for the foreign adoption.
8. Provide support and resources to assist Prospective Adopting Parent(s) completing their home study, securing USCIS approval (the I-171H or I-797C) and completing the foreign dossier.
9. Submit the completed dossier to the country (or representative) the Prospective Adopting Parent(s) have selected and/or for which they have been approved.
10. Have all dossier documents translated.
11. All information provided to HIC with the referral of a child will be forwarded to the Prospective Adopting Parent(s), although HIC cannot guarantee the accuracy or completeness of any information, including medical information, provided by foreign adoption officials, representatives, orphanages, and/or doctors or other medical professionals in the child's country of birth.
12. Coordinate adoption activities and processes in foreign country and provide Prospective Adopting Parent(s) basic outline of travel overseas.
13. Maintain consistent contact with Prospective Adopting Parent(s) during the process.
14. Provide information on registering the foreign adoption (or re-adoption), obtaining a social security number, obtaining U.S. citizenship, support groups, and information on recommended medical testing on completion of your adoption/placement.
15. Assist the Prospective Adopting Parent(s) for as long as they feel necessary in the adjustment process with post-placement services.
16. Maintain strict confidence of all information and documentation on Prospective Adopting Parent(s) and on the referral of any child(ren).

APPLICANT(S)/ADOPTING PARENT(S) (herein referred to as **Prospective Adopting Parent(s)**) agree to the following:

1. Prospective Adopting Parent(s) will comply with all foreign, U.S., and state laws and regulations pertaining to adoption
2. When given estimates for time of referral of a child, Prospective Adopting Parent(s) understand that this time is based on current information on that date. Prospective Adopting Parent(s) also understand that at any time the adoption process can slow down, speed up, or completely stop. HIC has no control over decisions made by foreign or the United States government. Please see #6 of HIC Responsibilities.
3. When Prospective Adopting Parent(s) receive referral information on a child, Prospective Adopting Parent(s) will receive everything HIC received from the child's country of origin and an English transition; however HIC cannot guarantee the accuracy of the referral information. Prospective Adopting Parent(s) are encouraged to obtain an independent medical opinion and to rely upon an independent medical opinion for their decision whether to accept a referral of a child. Prospective Adopting Parent(s) specifically agree that they will not make a decision to adopt a child based on any statement by HIC or its representatives as to the physical/mental/developmental condition of a child. Further, Prospective Adopting Parent(s) agree not to hold HIC legally liable if later Prospective Adopting Parent(s) determine the referral information was not accurate or their child has special needs not known to Prospective Adopting Parent(s) at the time they accepted their child.
4. In addition to HIC Agency Fees, Prospective Adopting Parent(s) are responsible for all other fees that are part of the adoption as described in the HIC Fee Sheets or the HIC Website, eg, international fees, travel expenses, home study, USCIS and visa fees, etc. Please note all fees except HICs Agency Fees (amount) are subject to change during the adoption process. Based on prior experience, we do not anticipate significant changes in fees during any adoption. If any fee increases more than \$1,000, in accordance with the Hague Treaty, the Prospective Adopting Parent(s) will be notified in writing with an explanation.
5. HIC uses a portion of client fees to provide special services such as mentor programs, client picnics and events, client education and training programs, client fee subsidies, program development, and any and all administrative costs related to running the agency.

6. Prospective Adopting Parent(s) understand that HIC cannot guarantee placement of a child with the Prospective Adopting Parent(s), nor can HIC guarantee a specific age of child at the time of placement. No one can credibly make this guarantee because international adoptions are allowed by foreign governments which can change their rules with or without notice. Please see #6 of HIC Responsibilities.
7. The Prospective Adopting Parent(s) signature(s) below act as a release and consent to HIC and Prospective Adopting Parent(s)' home study agency: 1) to discuss all matters addressed in the home study, including identifiable health information; 2) to discuss any other information or documentation related to the preparation of the home study or the basis of the recommendation in the home study; 3) to share referral information on the child Prospective Adopting Parent(s) consider and/or accept including identifiable health information; 4) to discuss all matters addressed in any post placement/post adoption reports.
8. HIC policy does not allow the placement of two or more unrelated children into a home at the same time unless substantial HIC approved additional adoption counseling is conducted under the supervision of the HIC Director of Social Work, and results in a satisfactory outcome. Although our goal is to find permanent homes for as many children as possible, based on our experience, the placement of two or more unrelated children into the home simultaneously presents too many opportunities for disruption/dissolution.
9. After completing one adoption, paperwork can be submitted for a second adoption (application and/or dossier) after HIC receives Prospective Adopting Parent(s) six month post placement/post adoption report in most cases.
10. Prospective Adopting Parent(s) agree to give an honest assessment of medical conditions and age that they feel are acceptable for the child(ren) they are working to adopt and to comply with Hague Treaty and HIC education requirements.
11. Prospective Adopting Parent(s) agree to notify HIC during the adoption process if: the Prospective Adopting Parent(s) work with another adoption agency; there is a change in the marital relationship (separation/divorce/marriage); the Prospective Adopting Parent(s) move; there is another child placed in the home; there are additional people living in the household since the home study was completed; there is a serious illness/death of either PAP; the Adopting Mother becomes pregnant; or any PAP is investigated for or charged with any crime until the formal post placement/post adoption supervision is complete.
12. It is the policy of most sending countries not to allow the placement of a child into a home within 9-12 months of another child entering the household – whether by birth, adoption, or foster care, unless they are siblings or related children. Because of these rules, Prospective Adopting Parent(s) agree to advise HIC if they anticipate another child entering the home, within 9 months of the expected child placement through HIC. We will work with you to make the best plan to continue your adoption at the earliest appropriate time.
13. Prospective Adopting Parent(s) understand that if they decline a child referral or travel to the sending country and decide not to continue with the adoption after making the final agreement to do so by traveling to the sending country, HIC will not be responsible for the ultimate decision of the officials in the sending country as to whether any other child will be made available or for financial loss that may have been incurred to that point. Please see HIC Responsibilities.
14. Prospective Adopting Parent(s) understand that any child may have medical/physical/emotional/developmental issues or attachment or psychological issues that are not disclosed in the medical information provided to HIC and which HIC provides to Prospective Adopting Parent(s). Prospective Adopting Parent(s) need to be aware of these possibilities when adopting a child(ren) with limited or no family history and limited medical records. Prospective Adopting Parent(s) need to educate themselves before, during, and after the adoption process about these issues. HIC cannot be and is not legally liable or responsible to the Prospective Adopting Parent(s) or the child for a child (ren)'s physical, emotional, psychological, or intellectual potential or development.
15. Prospective Adopting Parent(s) will be responsible for the medical care, child care, legal and miscellaneous expenses from the time the child is placed in their custody (or, if escorted, from the time the child leaves their country of origin). For Vietnam, Prospective Adopting Parent(s) may be responsible for non-routine medical expenses from the time they accept a referral of a child in excess of \$500.00 USD.
16. If Prospective Adopting Parent(s) are having adjustment problems or issues related to parenting or bonding with the adopted child(ren) or if the adopted child(ren) has/have significant change in medical condition, Prospective Adopting Parent(s) agree to notify HIC immediately. HIC will make every effort to assist the Prospective Adopting Parent(s) during this time. This agreement to notify is for 2 years after the adoption, although HIC is willing to assist any time adjustment issues or problems arise.
17. For the purpose of this Agreement, DISRUPTION shall mean the interruption of a placement for adoption during the post-placement period. The post-placement period is herein defined as after a grant of legal custody or guardianship of the child to the prospective adoptive parent(s), or to a custodian for the purpose of escorting the child to the identified prospective adoptive parent(s), and before an adoption. This includes cases where a disruption occurs after legal custody of a child has been transferred to the prospective adoptive parent(s) or a custodian for transport to the prospective adoptive parent(s), even if the child has not left his or her country of origin. This does not include cases where a prospective adoptive family decides not to pursue an adoption during an informal placement pending transfer of legal custody of a child. For the purpose of this Agreement, DISSOLUTION shall mean the termination of the adoptive parent(s)' parental rights after an adoption. The period after an adoption, commonly referred to as post adoption, is herein defined as upon issuance of an adoption decree and/or adoption certificate or upon any judicial or administrative act that establishes a permanent legal parent-child relationship between a minor and an adult who is not already the minor's legal parent and terminates the legal parent-child relationship between the adoptive child and any former parent(s).
18. If Prospective Adopting Parent(s) believe it is in the child(ren)'s best interest(s) for a disruption/dissolution of the placement, Prospective Adopting Parent(s) agree to notify HIC and allow HIC to assist with temporary foster care if appropriate and possible, while identifying another adoptive family, if appropriate and possible. The child's wishes, age, length of time in the U.S etc. will be taken into account. If another adoptive family cannot be found, the child may, as a last resort, have to be returned to his/her country of origin. If a disruption/dissolution occurs, Prospective Adopting Parent(s) agree to sign appropriate legal documents for the transfer of the child and Prospective Adopting Parent(s) understand they will be financially responsible for all costs associated with finding another placement or returning the child to his/her country of origin. HIC, through foreign staff, will, as required by U.S law, notify the Central Authority of the child's country of origin and HIC will notify the U.S. Central Authority of any change in placement or when returning the child to his/her country of origin. HIC is unable/unwilling to return any child to her/his country of origin without prior written approval of said country's Central Authority. When acting as a primary provider HIC is not required, and shall not, provide supervision or assume responsibility for Public domestic authorities; or Central Authorities, competent authorities, and public foreign authorities.
19. HIC does not offer adoption services aside from continuing required post adoption reporting when an adoption has been finalized abroad according to the laws of the foreign country, even in cases in which the adoption is later dissolved. In cases where an adoption is dissolved, HIC shall not accept legal and/or physical custody of a child. In cases of adoption dissolution, HIC will, however, attempt to assist in identifying new prospective adoptive families. All matters regarding continued care and financial support of a child whose adoption is being or was dissolved, paperwork and fees related to subsequent legal adoption by a new family, any/all remaining immigration issues regarding the child, and abiding by the contractual agreement for the provision of required post placement/post adoption reports shall be the responsibility of the adoptive parents who's adoption is being or was dissolved.
20. Prospective Adopting Parent(s) understand and agree to comply with all requests/requirements of the foreign adoption officials and/or HIC to provide required post placement/post adoption reports (number of required reports for each country is indicated in the HIC Post

Placement/Post Adoption information sheet), register the adoption with foreign officials, provide HIC a copy of the child(ren)'s Certificate of Citizenship (COC) obtained for their child, provide a copy of any re-adoption/finalization paperwork for the adoption in state court and/or similar requests after Prospective Adopting Parent(s) return from completing their adoption in the sending country or return with a guardianship for the child. Prospective Adopting Parent(s) specifically understand that HIC's ability to work in the country the Prospective Adopting Parent(s) adopted from, could be terminated by Prospective Adopting Parent(s) failure to submit required documentation in a timely manner to the foreign adoption officials through HIC after the adoption/guardianship in the sending country is completed. If Prospective Adopting Parent(s) fail to provide in the time requested, any documentation after the adoption/guardianship in the sending country is completed as required by the foreign adoption officials or required by HIC to maintain its state licensing, COA accreditation, Hague accreditation, or status as an accredited/registered/approved agency in the sending country, Prospective Adopting Parent(s) agree: 1) Such failure will result in immediate and irreparable harm and/or damage to HIC; 2) to an immediate ex parte (without notice) injunction ordering Prospective Adopting Parent(s) to comply with the request for documentation without proof of any damages; and 3) that Prospective Adopting Parent(s) will be responsible for legal fees, costs, and out of pocket expenses (including but not limited to travel expense of HIC staff, legal counsel, or other representatives) resulting from any legal action by HIC because of Prospective Adopting Parent(s) failure to provide the requested documentation in a designated time whether or not HIC is successful with its legal action.

21. If their adoption is NOT finalized abroad, Prospective Adoptive Parents agree to adopt their children in the U.S. in an expeditious manner and to provide notification to HIC of their receipt of an order declaring the adoption as final by sending HIC a complete copy of the order within 10 business days of the date they receive it.
22. Prospective Adopting Parent(s) agree that this Application for Adoption Services and Adoption Agreement (pages 1-13) (Agreement) and supplements will be interpreted according to the laws of the state of Hawaii and Prospective Adopting Parent(s) agree to jurisdiction/venue in Honolulu County, Oahu, Hawaii for resolving any disputes (see the Mutually Binding Arbitration Agreement) regarding this Agreement.

TERMINATION

The Adopting Parent(s) can at any time choose to terminate this Agreement prior to completion of the adoption/guardianship according to the laws of the child's country of birth. However, once the adoption/guardianship is completed in the child's country of birth, Adopting Parent(s) cannot terminate this Agreement because Adopting Parent(s) are then obligated to submit all post placement/post adoption reports and paperwork as required by the child's country of birth and HIC. HIC also reserves the right to terminate this Agreement at any time when the Adopting Parent(s) have acted in bad faith or the working relationship between the two parties cannot continue due to unresolved issues, or the nonpayment of required fees at requested times. If requested after termination, HIC will try to identify other resources to serve adopting parents. The terms of the Mutually Binding Arbitration Agreement which are part of this HIC Application for Adoption Services and Adoption Services Agreement survive the termination of this Agreement by either party and any dispute shall be resolved according to the terms of the Mutually Binding Arbitration Agreement except as allowed under paragraph 20 above.

This Application for Adoption Services (page 1 – 10) and Adoption Services Agreement (pages 11- 16), constitutes the entire agreement between the parties to date, and by agreement it will be supplemented by additional agreements, at appropriate stages of the adoption, as follows: {Home Study Only for Domestic Adoption: List of Service Fees; Home Study Clearance Release; Regarding the Purpose of Post Placements; Informed Written Consent; Statement Regarding Content of Home Study}; {Home Study Only for International Adoption: List of Service Fees; Home Study Clearance Release; Statement Regarding Content of Home Study}; {HIC China-, Taiwan-, Hong Kong-, Africa-, Vietnam Programs (Hawaii Residents: Home Study Clearance Release; Medical Risks in International Adoption; Regarding the Purpose of Post Placement; (Program Specific) Adoption Fees; HIC Mentor Program Information and Participation Agreement; HIC Adoptive Parent Training Information and Enrollment Form; Statement Regarding Content of Home Study}; {HIC China-, Taiwan-, Hong Kong-, Africa-, Vietnam Programs (Non-Hawaii Residents: Understanding Concerning Home Study Issues for Non-Hawaii Residents; Medical Risks in International Adoption; Regarding the Purpose of Post Placement; (Program Specific) Adoption Fees; HIC Mentor Program Information and Participation Agreement}; Statement Regarding Content of Home Study; HIC Adoptive Parent Training Information and Enrollment Form; Statement Regarding Content of Home Study}. This Agreement cannot be further amended or changed or supplemented without the written agreement of both parties.

SEVERABILITY OF PROVISIONS

The parties agree that, if any term or provision of this Agreement is declared by a court or arbitrator of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

AGREEMENT

This **Application for Adoption Services and Adoption Services Agreement** (pages 1-13) contains the entire "Agreement" between the parties to date, and by agreement it will be supplemented by a Statement of Understanding and an **Acknowledgement and Agreement** at appropriate stages of the adoption – these documents are available for review at HIC or can be emailed to you, and will be sent to you in the Second Step of your adoption process, as applies to your country of adoption. This agreement cannot be further amended or changed or supplemented without the written agreement of both parties. The following provisions shall apply to this contract and all other contracts between the parties (including any other documents requiring signatures): This Agreement may be executed in counterparts, each of which shall be deemed an original, but together shall constitute one and the same instrument. A facsimile or photocopy of the signature shall have the same force and effect as an original signature.

I/We attest that I/we have read the above, understand and agree to the terms of the Responsibilities of the Parties, hereby dated this _____ day of _____ in the year of.

Adopting Parent(s):

Signature _____
Signature _____

Printed Name _____
Printed Name _____

HIC Representative:

Signature _____

Printed Name _____

MUTUALLY BINDING ARBITRATION AGREEMENT

Any dispute arising out of or relating to Adopting or Adoptive Parent(s)' adoption shall be governed by or controlled by the HIC Adoption Application for Adoption Services and Adoption Services Agreement including any supplements (Agreement), and subject to binding arbitration including the validity of this Arbitration provision. Any dispute will be resolved by arbitration in accordance with the Hawaii Rules of Alternative Dispute Resolution with the exception of Paragraph 20 of the Adopting Parent(s)' Responsibilities which permits HIC to use all legal processes, including litigation, to force compliance with post placement/post adoption requirements as identified in Paragraph 20 of the Adopting Parent(s)' Responsibilities. Provided, however, this Mutually Binding Arbitration Agreement does not prevent Adopting or Adoptive Parent(s)' from pursuing, in their state of residence, any administrative remedy pursuant to state statute or regulation, including but not limited to, a statutory right to a hearing for denial of an application for adoption, nor from communication with a state law enforcement agency or state regulatory agency.

The Arbitrator shall apply the substantive law of the State of Hawaii, exclusive of any conflict of law rules. Arbitration shall be before a sole Arbitrator and shall be in the City and County of Honolulu, and Oahu, Hawaii.

The Arbitrator is not empowered to award damages in excess of the lesser of net compensatory damages or the fees actually paid to HIC as Direct Service Fees on HIC Fee Sheets (except that the Arbitrator shall award reasonable attorney's fees to HIC if it shall prevail on any issue in the Arbitration). The award/decision rendered by the Arbitrator shall be final and binding, and judgment upon the award/decision of any dispute arising out of or relating to the Adoptive or Adopting Parent(s)' adoption or this Agreement, unless either party chooses to terminate this Agreement as permitted by the terms of the Agreement.

Any claim by either party shall be time-barred unless the asserting party commences an arbitration proceeding according to the Arbitration Rules with respect to such claim within one (1) year from the latter date of the submission to HIC of the final post placement/post adoption report (does not include parent letters) as required by the child's country of birth, of HIC, or the termination of this Agreement pursuant to the Termination paragraph on page 11.

Notwithstanding the completion of Adopting Parent(s)' Adoption or the termination of this Agreement, the Arbitration provision survives the Agreement as the agreed upon method to resolve any conflict arising out of Adopting or Adoptive Parent(s)' Adoption or this agreement by either party, with the exception of Paragraph 20 of the Adopting Parent(s)' Responsibilities in the Agreement. All issues to the timeliness of claims shall be resolved by the Arbitrator.

PLEASE CONSULT WITH YOUR OWN ATTORNEY BEFORE SIGNING IF YOU HAVE ANY QUESTIONS ABOUT MUTUALLY BINDING ARBITRATION OR ANY OTHER PARAGRAPH IN THE AGREEMENT.

I/WE HAVE READ AND UNDERSTAND AND AGREE TO MUTUALLY BINDING ARBITRATION.

Signature _____ Signature _____

Date _____ Date _____

COVENANT

Adopting Parent(s) covenant and/or promise and/or swear and/or affirm the following:

1. That we have/will fully and truthfully disclosed our purposes and motives for international/domestic adoption to Hawaii International Child (HIC).
2. That we have/will fully and completely disclosed our medical history including mental health history to our home study agency and HIC.
3. That we have/will fully and completely disclosed all medications prescribed by a medical doctor as requested by our home study agency and HIC.
4. That we have/will fully and completely disclosed if we have participated in or been a victim of any illegal or unlawful activity in our lifetime to our home study agency and HIC.
5. That we have/will fully and completely disclosed our employment history to our home study agency and HIC.
6. That we have/will fully and completely disclosed our alcohol and chemical/drug use to our home study agency and HIC.
7. That we have/will fully and completely disclosed our current living conditions to our home study agency and HIC.
8. That we have/will fully and completely disclosed our intended living arrangements for our adopted child to the home study agency and HIC.

Further affiant saith not.

I/we the undersigned swear or affirm under the penalty of perjury that the above statements are true and correct.

Signature _____ Signature _____

Date _____ Date _____

GRIEVANCES

Applicants and clients have the right to file a grievance with HIC if they disagree with or are unhappy with the service provided by any HIC employee, or if Applicants/Clients feel that a decision was not made in accordance with the written policies of HIC. The grievance should be submitted in letter form to the Executive Director/CEO and the letter must include the specific matter as to which there is a grievance, the reason(s) the decision is believed to be incorrect, and a proposition for a solution to the matter. The Executive Director/CEO shall review the complaint and shall develop a plan for resolution of the complaint and communicate the same to the Applicant/Client within 30 days of Executive Director/CEO's receipt of the complaint. If the Applicant/Client is not satisfied with the response of the Executive Director/CEO, the Applicant/Client can request an appeal to the Chairman of the Board of Directors. Such appeal must be made in writing and submitted to HIC to the attention of the Chairman of the HIC Board of Directors.

The HIC Board of Directors meets quarterly and will review any/all grievances at its regularly scheduled meetings. Should a written grievance be of specific timely importance, an ad hoc meeting will be scheduled with two weeks advanced written notice. Following the board meeting and decision on a case, the board will issue a written response within five (5) days of its finding(s).

Lack of Final Resolution Through Grievance Process

Parties seeking to file legal complaints are advised in the *HIC Service Agreement* that the only venue where HIC will accept notice and/or service of such complaint is in the State of Hawaii, City and County of Honolulu, where it is licensed.

ABOUT THE INTERNET

One Word of Caution . . . While the Internet can be a wonderful source of information and opportunity for sharing during your adoption procedure, we request that you be very careful about posting particulars about your adoption on the Internet. In the past, when private discussions about what is going on in China, etc. or any other country about a particular adoption have been posted on the Internet, it has often resulted in confusion and misinformation. Please be very careful about posting anything on the Internet. Also, when you read anything on the Internet about adoption, do not assume it to be fact about your adoption. When you have questions because of something read on the Internet, please ask us.

SUMMARY OF THE RIGHTS AND RESPONSIBILITIES OF CLIENTS IN THE PROCESS OF RECEIVING ADOPTION SERVICES THROUGH HAWAII INTERNATIONAL CHILD

HIC retains the right to determine which applicants it can serve within the limits of our mission, resources, capacity and contractual and legal obligations.

HIC client rights and responsibilities are as follows:

Right: To receive this summary of your rights and responsibilities at the time of application for adoption.

Right: To withdraw from the adoption and/or home study process at any time. Receiving adoption services through HIC is voluntary.

Responsibility: To fully complete the HIC application and to submit it to HIC with all required information and documentation, along with the required application fee.

Right: To confidentiality, except where allowed or mandated by state, federal and agency protocol.

Right: To know that as a child welfare agency, we are mandatory reporters and must report threat of harm to self or to others to the proper authorities.

Right: To receive a timely response from HIC regarding your acceptance or non-acceptance for HIC adoption services, and if your application is not accepted, to receive notice as to why you were not accepted.

Upon acceptance for HIC adoption services, client's rights and responsibilities include:

Right: To receive respectful, professional, timely, and facilitative adoption service from HIC. HIC staff is available by phone at (808) 589-2367, Monday through Friday, 8:00 AM to 4:00 PM PT. The HIC web site (www.h-i-c.org) provides an array of information on our services and includes a complete list of staff email addresses.

Right: To receive service in a manner that is non-coercive and that protects your right to self-determination.

Right: To be fully informed, in simple terms, as to what the roles and responsibilities are in regard to the agency and yourself.

Right: To be knowledgeable in regard to the costs and fees associated with adoption services.

Right: To participate in decisions regarding adoption services.

Right: To receive the appropriate contracts, information and documentation for adoption services which outline all aspects of the adoption and/or home study process, including your rights and responsibilities, in relation to that process.

Right: To refuse service and to be informed, in writing, of service termination as a consequence of that refusal.

Right: To enter written statements into your case records and to review written responses to statements entered, upon written request.

Right: To file formal complaints or grievances with the CEO and/or Board of Directors of Hawaii International Child as related to any part of the home study and/or adoption process.

Responsibility: To promptly notify HIC regarding changes related to your eligibility to adopt or to your desire to proceed with a home study and/or an adoption.

Responsibility: To fully and completely provide and/or prepare the documents necessary for a home study and/or for an adoption. To work with an HIC staff member to facilitate your home study and/or adoption services. This responsibility includes making all efforts to adhere to the timetable in the Adoption Service Plan prepared with you at the initial phase of the home study and/or adoption process.

Responsibility: To adhere to the terms of all HIC contracts and agreements. Failure to comply with the responsibilities outlined in these documents may result in termination of your adoption process.

Clients adopting through HIC adoption programs have the following additional rights and responsibilities:

Right: To receive all information relayed to HIC concerning your child.

Right: To be able to accept or decline a referral of a prospective adoptive child.

Responsibility: After completion of the adoption process, to notify HIC of all critical events that may compromise your agreements with HIC and any and all agencies and/or governments involved in your adoption.