



HIC APPLICATION

1168 Waimanu Street, Honolulu, HI 96814 • T: 808-589-2367 • adopt@h-i-c.org • http://www.h-i-c.org

All information on the HIC application 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.*

Date	
------	--

GENERAL INFORMATION

Adoptive mother information as it appears on passport		Adoptive father information as it appears on passport	
Last		Last	
First		First	
Middle		Middle	
Maiden			
Date of Birth (MM/DD/YYYY)		Date of Birth (MM/DD/YYYY)	
Social Security Number		Social Security Number	

Adoptive mother contact information		Adoptive father contact information	
Cell Phone	()	Cell Phone	()
Work Phone	() <input type="checkbox"/> ok to use	Work Phone	() <input type="checkbox"/> ok to use
Fax Number	() <input type="checkbox"/> ok to use	Fax Number	() <input type="checkbox"/> ok to use
Throughout the adoption process, Important information may be communicated by email only. Please indicate which email is your should be used as your primary address.			
E-mail Address	<input type="checkbox"/> Primary	E-mail Address	<input type="checkbox"/> Primary

Household Contact Information			
Home Phone:	()		
Home Fax Number:	()		
Primary Address		Mailing Address (if different from left):	
Street:		Street:	
City:		City:	
State:		State:	
Zip Code:		Zip Code:	

Present Marriage			
Date		Place	

Adoptive Mother Initial Here _____

Adoptive Father Initial Here _____

TYPE OF SERVICE REQUESTED (Choose only one service from either Option A or Option B)

Option A: Using an HIC Program (Choose one)	Option B: Using HIC for partial Service (Choose one)
<input type="checkbox"/> Africa _____ (specify) <input type="checkbox"/> Hong Kong	<input type="checkbox"/> Home Study only (domestic)
<input type="checkbox"/> China <input type="checkbox"/> Philippines	<input type="checkbox"/> Home Study only (intercountry)
<input type="checkbox"/> China Waiting Child <input type="checkbox"/> Taiwan	<input type="checkbox"/> Home Study & Post-Placement/Post-Adoption Services (domestic)
<input type="checkbox"/> HIC Domestic Adoption	<input type="checkbox"/> Home Study & Post-Placement/Post-Adoption Services (intercountry)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

DESCRIBE THE CHILD(REN) YOU WISH TO ADOPT

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

Minimum Age		Maximum Age	
Gender	<input type="checkbox"/> Male	<input type="checkbox"/> Female	<input type="checkbox"/> No Preference
Siblings	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> No Preference
Please check all that apply:	<input type="checkbox"/> African	<input type="checkbox"/> European	
	<input type="checkbox"/> African American or Black	<input type="checkbox"/> Hispanic or Latino	
	<input type="checkbox"/> American Indian or Alaska Native	<input type="checkbox"/> Native Hawaiian	
	<input type="checkbox"/> Asian	<input type="checkbox"/> Mixed _____	
	<input type="checkbox"/> Caucasian or White	<input type="checkbox"/> Other _____	
Special Needs/Handicaps:			

REFERENCES

Give the name of five references not related to you, whom you have known at least five years. Please inform the people listed that they may receive a reference request from HIC. Please choose people who will reply promptly and who use email on a regular basis.

Note: HIC uses email to transmit reference requests. Please write email addresses clearly. (Please include zip codes.)

Name	Address	E-mail Address	Telephone
			()
			()
			()
			()
			()

Adoptive Mother Initial Here _____

Adoptive Father Initial Here _____

ADOPTIVE MOTHER INFORMATION

Race/Ethnic Background		Citizenship	<input type="checkbox"/> U.S. <input type="checkbox"/> Other _____
Place of birth		Religion	
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			
Passport #		Expiration Date	
If you do not have a passport, please apply ASAP and provide HIC the passport # when one is issued			
Weight		Height	
General Health			
Have you been diagnosed with fertility-related issues?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you currently undergoing any type of fertility treatment?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you have a history of any psychiatric treatment?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, for what condition?			
In the past two years, have you taken any medication, including medication related to psychiatric conditions or treatment?			<input type="checkbox"/> Yes (No
Hobbies and interests			

Adoptive Mother's Employment Information (If needed, attach additional information on separate sheet)

From	To	Employer	Position	Annual Earnings

Adoptive Mother's Education (If needed, attach additional information on separate sheet)

High School	Year graduated or final year
College/University	Final year/Degree received
College/University	Final year/Degree received

Adoptive Mother's Military Service Record

Date Enlisted	Date Discharged	Branch of Service	Stationed	Rank

Adoptive Mother's Maternal Information

Mother's Name	Mother's Occupation
Current Mailing Address	
If deceased, date of death	

Adoptive Mother's Paternal Information

Father's Name	Father's Occupation
Current Mailing Address	
If deceased, date of death	

Adoptive Mother Initial Here _____

Adoptive Father Initial Here _____

Adoptive Mother's Sibling Information (If needed, attach additional information on a separate sheet)						
Name	Place of Residence	Occupation	Marriage Status	# of Children	Education	Age

Adoptive Mother's Former Marriages					
Full name of spouse	From	To	Reason for termination	Terminated by	
				<input type="checkbox"/> Divorce	
				<input type="checkbox"/> Annulment	
				<input type="checkbox"/> Death	
				<input type="checkbox"/> Divorce	
				<input type="checkbox"/> Annulment	
				<input type="checkbox"/> Death	

ADOPTIVE MOTHER'S ADOPTION STATEMENT

Please give a brief statement of your reasons for wanting to adopt a child 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 Date

Adoptive Mother Initial Here _____

Adoptive Father Initial Here _____

ADOPTIVE FATHER INFORMATION

Race		Citizenship	<input type="checkbox"/> U.S. <input type="checkbox"/> Other _____
Place of birth		Religion	
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			
Passport #		Expiration Date	
If you do not have a passport, please apply ASAP and provide HIC the passport # when one is issued			
Weight		Height	
General Health			
Have you been diagnosed with fertility issues?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you currently undergoing any type of fertility treatment?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you have a history of any psychiatric treatment?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, for what condition?			
In the past two years, have you taken any medication, including medication related to psychiatric conditions or treatment?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Hobbies and interests			

Adoptive Father's Employment Information (If needed, attach information on separate sheet)

From	To	Employer	Position	Annual Earnings

Adoptive Father's Education (If needed, attach additional information on separate sheet)

High School	Year graduated or final year
College/University	Final year/ Degree received
College/University	Final year/ Degree received

Adoptive Father's Military Service Record

Date Enlisted	Date Discharged	Branch of Service	Stationed	Rank

Adoptive Father's Maternal Information

Mother's Name	Mother's Occupation
Current Mailing Address	
If deceased, date of death	

Adoptive Father's Paternal Information

Father's Name	Father's Occupation
Current Mailing Address	
If deceased, date of death	

Adoptive Mother Initial Here _____

Adoptive Father Initial Here _____

HOUSEHOLD INFORMATION

Do you have children? <input type="checkbox"/> Yes <input type="checkbox"/> No				
(Please explain relationships and living arrangements as appropriate if children are not currently living with you)				
Name	Sex	Birth Date	Lives with you?	Adopted?
	<input type="checkbox"/> M <input type="checkbox"/> F		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, from where? _____
	<input type="checkbox"/> M <input type="checkbox"/> F		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, from where? _____
	<input type="checkbox"/> M <input type="checkbox"/> F		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, from where? _____
	<input type="checkbox"/> M <input type="checkbox"/> F		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, from where? _____
Briefly describe custody arrangements, if any				
Have you ever had your parental rights terminated (voluntarily or not) for a biological or adopted child? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain on a separate page.				

Is anyone other than you and your children living in your home?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name	Sex	Birth Date	Social Security #	Relationship	
	<input type="checkbox"/> M <input type="checkbox"/> F				
	<input type="checkbox"/> M <input type="checkbox"/> F				
	<input type="checkbox"/> M <input type="checkbox"/> F				
	<input type="checkbox"/> M <input type="checkbox"/> F				

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)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you or any of your household members ever been convicted of any unlawful act?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you or any of your household members ever been charged with and/or convicted of a felony?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> 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:			

Adoptive Mother Initial Here _____

Adoptive Father Initial Here _____

USCIS, FEDERAL AND STATE CRIMINAL CLEARANCES

Have <i>you</i> ever been a victim or perpetrator of the following: (If YES, please specify " <u>V</u> " for Victim or " <u>P</u> " for Perpetrator	Adoptive Mother	Adoptive Father
Alcohol/substance abuse?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <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:		

FINANCIAL INFORMATION

ASSETS	Additional Information	Current Value
Income earned by adoptive mother (attach W-2)	Number of dependents?	\$
Income earned by adoptive father (attach W-2)	Number of dependents?	\$
Total combined income claimed on most recent Federal tax return (attach copy of tax return)	For year?	\$
Other income earned / received		\$
Checking & savings account(s)		\$
Securities (stocks, bonds, mutual funds, CDs)		\$
Vehicles (autos, motorcycles, boats)		\$
Real property	<input type="checkbox"/> Fee <input type="checkbox"/> Lease? # of bedrooms? _____	\$
Life insurance	Person insured, beneficiary?	\$
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
	\$
	\$
	\$
	\$

Adoptive Mother Initial Here _____

Adoptive Father Initial Here _____

HOME STUDY ONLY CLIENTS

A client is a Home Study Only client when they are Hawaii residents who apply to the Intercountry or Domestic Adoption Program of an adoption agency (other than HIC) or private attorney. In such cases, HIC will be the home study provider and will enter into a formal cooperative relationship with the placing agency or private attorney that is providing the actual adoption services. It is vital that HIC receive all relevant signed provider agreements and disclosures from the placing agency or private attorney prior to beginning work on your home study report.

I/We understand that it is my/our responsibility to ensure that all relevant signed provider agreements and disclosures from the placing agency or private attorney prior to beginning work on my/our home study. I/We understand that HIC has the right to assess a \$100 administration fee for each document not received prior to the commencement of the home study.

Adoptive Mother Date Adoptive Father Date

NON-HAWAII RESIDENT CLIENTS

Non-Hawaii residents who opt to adopt through any of HIC's Adoption Programs must have their home study report issued by a home study provider in their state of residence. HIC staff will assist in the selection of an appropriate home study provider that is located within reasonable proximity of the client's home. In many cases, these providers will have already entered into a formal cooperative relationship with HIC, in which case no further action will be necessary. However, in those instances where the home study provider has not yet entered into such an agreement with HIC, it is vital that all relevant signed provider agreements and disclosures are received from the home study provider prior to sending your dossier or other application materials to HIC's partner agencies abroad. Failure to receive prior HIC approval of your selected home study provider may result in the rejection of my/our home study by HIC.

I/we understand that I/we must meet the pre-adoption requirements of my/our state of residence and that my/our home study provider is the best resource to advise me/us concerning any state-specific pre-adoption requirements.

I/we understand that while HIC will provide information and address my/our questions and concerns, I/we should raise questions and/or issues of concern about intercountry adoption with my/our home study provider during the course of my/our home study process.

I/we understand that additional documentation may be required according to HIC or the requirements of the country from which I/we expect to adopt.

I/we understand that it is my/our responsibility to obtain, maintain and monitor my/our USCIS approval through my/our local USCIS office.

I/we understand that USCIS requires a thorough criminal clearance check to be done by the FBI and that it is possible that **any** arrests or incidents (even if they were expunged or did not result in conviction) may still remain on my/our record with the FBI. I/we will therefore disclose all previous arrests to my/our home study provider for inclusion in my/our home study.

Adoptive Mother Date Adoptive Father Date

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 or 1-800A with the USCIS? Yes No If yes, date filed: _____

Adoptive Mother Initial Here _____

Adoptive Father Initial Here _____

POST-PLACEMENT/POST-ADOPTION REPORTS

As (a) Hawaii resident(s), I/we agree to pay Hawaii International Child (HIC) for post-placement/post-adoption services as specified in our Fees Agreement. I/We understand that as a condition of my/our approval for adoption, I/we are required to have post-placement/post-adoption visits. There are a minimum of two reports required for domestic adoptions. Intercountry adoptions may require up to seven (7) reports or in some cases, the sending country may require regular reports until the child turns 18. In addition, I/we also recognize and commit to meeting the post-placement/post-adoption requirements from the placing state or agency and acknowledge that I/we may be required to pay for these services as well.

As (a) non-Hawaii resident(s), I/we agree to use the services of our home study provider if at all possible and if appropriate. If the home study provider is no longer available or appropriate I/we agree to contract an appropriate social worker approved by HIC, and to complete the required reports in a timely manner.

I/We also agree to submit copies of my/our adoption finalization decree, copies of foreign passports, and adoption decrees, and other documentation as requested by HIC or upon completion of adoption process.

Above all, I/we understand that, following adoptive placement, failure to complete and submit required reports and documentation may cause the placing agency compliance concerns; may lead to the shut-down of adoption programs; and may contribute to the cessation of placement of other waiting orphans into loving homes.

NOTE: In some cases, by mutual agreement, "HIC Home Study Only" clients' services may terminate following the completion of the home study report. This does not prevent the client(s) from contacting HIC to re-open the case for post-placement/post-adoption report purposes.

Adoptive Mother

Date

Adoptive Father

Date

Adoptive Mother Initial Here _____

Adoptive Father Initial Here _____

ADOPTION HISTORY

If you have previously used HIC for any adoption service(s)? Please describe service and when it occurred:

Approximate Date	Type of Service	Outcome

I/We understand that I/We are required to disclose to Hawaii International Child, if I/We have ever applied for a Home Study, been denied a Home Study, have completed an adoption with another agency, or have been rejected as a prospective adoptive parent(s).

- I/We have previously begun or completed a home study and will submit a copy of the report to HIC within one month of submitting this application.
- I/We have not previously begun or completed a home study.

I/We swear that I/We have not applied for, nor have been denied, a Home Study with any other agency that is not disclosed below. I/We also swear that we have not completed, or are in the process of completing, an adoption with any other agency that is not disclosed below.

 Adoptive Mother Date Adoptive Father Date

Initial all that apply		
Adoptive Mother	Adoptive Father	
		I/We have applied for a home study with another agency and were denied approval.
		I/We have completed a home study with another agency.
		I/We are in the process of obtaining a home study with another agency.
		I/We have completed an adoption with another agency.
		I/We are in the process of completing an adoption other than the one this home study is for.
		I/We have previously been rejected as a prospective adoptive parent(s).

I/We understand that I/We must sign a consent form to have copies of my/our file with any adoption agency(s) or home study agency(s) sent to Hawaii International Child. This may include Home Studies, Post-Placement Reports, References, Medical, Financial and any other information Hawaii International Child may deem appropriate. If more than one agency, please continue on the back.

 Adoptive Mother Date Adoptive Father Date

- Current Agency Prior Agency

Name of agency		Contact	
Address		Telephone	
Services contracted		Fax	
Other information necessary for HIC to complete its services		Approx date of last home study	

- Current Agency Prior Agency

Name of agency		Contact	
Address		Telephone	
Services contracted		Fax	
Other information necessary for HIC to complete its services		Approx date of last home study	

Adoptive Mother Initial Here _____

Adoptive Father Initial Here _____

Current Agency Prior Agency

Name of agency		Contact	
Address		Telephone	
Services contracted		Fax	
Other information necessary for HIC to complete its services		Approx date of last home study	

I/We understand that Hawaii International Child may contact the above named agency/agencies and request pertinent information regarding my/our relationship with that agency/agencies or individual(s).

Adoptive Mother

Date

Adoptive Father

Date

OTHER INFORMATION

Please provide insurance for you and all household members.

Name	Type

Please provide the name and contact information of someone not living in your home, in case of an emergency.

Name	Relationship	Home Phone	Cell Phone
		()	()
		()	()
		()	()
		()	()

Would you like to be placed on our HIC emailing list?

Yes

No

How did you hear about HIC? Please indicate source.

Website _____

Newspaper _____

Radio _____

Friend _____

Yellow Pages _____

Source Book _____

Adoptive Mother Initial Here _____

Adoptive Father Initial Here _____

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 one Hawaii CAN clearance for all Hawaii-based household members 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 tally your charges below but wait to be billed by HIC.**

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

Dates of residence		Exact Address (House number, street, city, state, zip and country)	Adoptive Mother?	Adoptive Father?	Please provide applicant's name at the time noted here if it is different than that on the application.
From (Mo/Yr)	To (Mo/Yr)				

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

Adoptive Mother Initial Here _____

Adoptive Father Initial Here _____

HIC ADOPTION SERVICES AGREEMENT

Note: Sections marked with a single asterisk (*) and sentences marked with two asterisks (**) do not apply to HOME STUDY ONLY clients.

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, or 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, e.g., 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 or placing 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).
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.*

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3.010b Adoption Services Agreement/General Information Packet

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-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 exparte (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.*

Adoptive Mother Initial Here _____ Adoptive Father Initial Here _____

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 and 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.
23. In order to provide service in a culturally competent service environment, HIC shall address the communication needs of persons and families served by providing assistance for deaf or hearing impaired persons; providing or arranging for communication assistance for persons with special needs; provide bilingual personnel or translators or other practical means to meet the communication needs of consumers as necessary and at the cost of the consumers.

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 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.

The HIC Application and HIC Adoption Services Agreement constitute the entire agreement between the parties to date, and by agreement it will be supplemented by additional agreements, at appropriate stages of the adoption. 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.

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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 Application 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, 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 in this agreement.

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.

Adoptive Mother Date Adoptive Father 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 intercountry/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/or 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/or 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/or HIC.
5. That we have/will fully and completely disclosed our employment history to our home study agency and/or HIC.
6. That we have/will fully and completely disclosed our alcohol and chemical/drug use to our home study agency and/or HIC.
7. That we have/will fully and completely disclosed our current living conditions to our home study agency and/or HIC.
8. That we have/will fully and completely disclosed our intended living arrangements for our adopted child to the home study agency and/or 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.

Adoptive Mother Date Adoptive Father Date

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Adoptive Father Initial Here _____

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 Adoption Services 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.

HIC'S POLICY ON NON-DISCRIMINATION

Hawaii International Child does not exclude any eligible person who needs or can use our services. All applicants have an equal opportunity to apply for the adoption of children, and will receive fair and equal treatment and consideration of their qualifications as adoptive parents, consistent with state and federal laws, without favoritism.

Applicants are assessed on the basis of their abilities to successfully parent a child needing a family and not on their age, appearance, color, culture, differing lifestyle, disability, ethnicity, family background, health, income, level of education, marital status, national origin, race, religion or sexual orientation. Applicants are accepted on the basis of an individual assessment of the applicant's ability and capacity to understand and meet the needs of an adopted child.

Applicants pursuing adoption must meet the criteria of, and be approved by, the placing agency and/or the foreign governing body legally authorized to place a specific child or children for adoption. While the criteria may vary depending on the type of adoption and the specific child(ren) involved, some of the criteria set by placing agencies and foreign governments may include, but are not limited to, age, appearance, color, culture, differing lifestyle, disability, ethnicity, family background, health, income, level of education, marital status, national origin, race, religion and sexual orientation.



Applicants and clients who require special access to HIC will be rendered services in their homes.

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.

Adoptive Mother Initial Here _____

Adoptive Father Initial Here _____

AGREEMENT

The HIC Application and HIC Adoption Services Agreement contain the entire "Agreement" between the parties to date, and by agreement it will be supplemented 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.

Adoptive Mother	_____	_____	_____
	Sign	Print	Date
Adoptive Father	_____	_____	_____
	Sign	Print	Date
HIC Representative	_____	_____	_____
	Sign	Print	Date

Adoptive Mother Initial Here _____

Adoptive Father Initial Here _____