



## AGREEMENT FOR INTERNATIONAL ADOPTION SERVICES

This Agreement is entered into between Nightlight® Christian Adoptions (Nightlight) and \_\_\_\_\_ (Adopting Parents) in regard to services to be provided by Nightlight to Adopting Parents. Nightlight is a licensed adoption agency that provides services in a variety of areas of the international adoption process, including family assessments (home studies), assistance with adoptive placements, post-adoption supervision, and all necessary paperwork for both domestic and foreign governments.

Good communication is essential in a successful adoption. Nightlight encourages Adopting Parents to ask questions to assure that they fully understand the adoption process. If more than one adoption agency is participating in Adopting Parents' adoption process, it is important to understand which agency will be providing the various services involved in Adopting Parents' adoption and the fees and costs involved.

### INTRODUCTION

As prospective adoptive parents, Adopting Parents are about to embark upon an exciting experience. Adoption can be a very emotional process, and it is sometimes difficult to remember all the details and information Nightlight has provided concerning the adoption. Please refer to this important information throughout your adoption process. Since this is important information we ask you to sign or initial these documents as verification you have received and read them.

International adoptions have certain risks, which may or may not be known at the time of placement or may never be known by us. The purpose of this statement is to set forth several, but not all, of the significant risks associated with entering into an international adoption plan. Adopting Parents are urged to review this document, and all documents Nightlight asks Adopting Parents to sign, with an attorney or anyone else Adopting Parents choose. Also, Nightlight wants to emphasize to you that once the adoption is finalized by the court, or an administrative body in some countries, you will have the same rights and responsibilities toward your adopted child that biological parents have toward their biological child and you will be subject to the same duties and obligations.

The amount of information available to us varies from adoption to adoption. As a result, certain risks may become known to us and/or become significant to the adoption. Adopting Parents understand that as significant, material information becomes known to us, it will be disclosed to Adopting Parents so that Adopting Parents can review it and possibly reevaluate their participation in the proposed adoption placement. Adopting Parents also understand and acknowledge that not all information will be known to us or knowable by us, and it is possible that all of the information, both known and unknown, may create risks and have an effect on the future health, social and/or emotional development of the child. Frequently, some or all of the information on a child available for adoption will be disclosed directly to the Adopting Parents by the foreign country at or after the time of the official referral of the child.

### DEFINITION OF TERMS

As used in this document, the following terms are defined as follows:

"Adoptive Parents" and "Adopting Parents" or "they" or "you" or "your" refers to the individuals, whether one or two persons, whose names and signatures appear at the end of this document.

"Agency" and "Nightlight" or "us" or "our" refers to Nightlight Christian Adoptions.

"Partner Agency" refers to any U.S. domestic agency, which Nightlight works with to assist with adoptions in the specific foreign country from which Adopting Parents seek to adopt.

"Referral Source" refers to any official person, agency or organization in a foreign country which refers children to Adopting Parents for purposes of an adoption.

"Foreign government" refers to any government entity, whether national or local, in a country outside of the United States.

"Home Study Agency" refers to the agency in your state that conducts your home study and post-adoption supervision and reports.

## **POST ADOPTION SUPERVISION**

Most countries require the adopting parents' home study agency to supervise the adoption for a period of time, usually one to five years or more. Nightlight will provide Adopting Parents with the specific post adoption requirements of the child's country of origin prior to the referral of a child, but cautions you that these requirements may be amended by the foreign country at any time prior to **or after** the adoption of your child. This means that it is necessary for the home study agency to visit Adopting Parents periodically during this period and to submit a post-adoption report to Nightlight's International Division after each visit. This report is then translated and forwarded to the child's country of origin. The home study agency will charge Adopting Parents a fee for this service. Many home study agencies require that all post-adoption fees be paid in advance, and in many cases to pay a refundable deposit to assure compliance with requirements for post adoption reporting and registration of the child's passport with the consulate of the child's country of origin. If Adopting Parents live in Nightlight's licensed area, Nightlight requires Adopting Parents to use our home study services. Families utilizing the services of another home study and post-adoption reporting agency are advised that their agency must have a Supervised Provider or Exempt Provider contract on file with Nightlight. The agency must have or be in the process of obtaining their Hague Accreditation, unless this requirement is specifically waived by Nightlight.

Adopting Parents hereby agree to cooperate with Nightlight and their home study agency in scheduling these post-adoption visits on a timely basis and providing Nightlight with the resulting post-adoption reports, together with a minimum of six (6) current photographs of the adopted child(ren). In addition, the Adopting Parents agree to register their child(ren)'s passports either with the foreign ministry within the child's country of origin or with that country's Embassy within the time specified, if required by the child's country of origin. Adopting Parents waive any right to confidentiality of information pertaining to their adoption if it is necessary for Nightlight to seek to enforce these obligations by Adopting Parents.

Foreign countries frequently hold Nightlight, its Partner Agency and the home study agency responsible for the Adopting Parents cooperating with and complying with passport registration and post adoption reporting requirements. Adopting Parents specifically understand and agree that they are liable for any damages incurred by Nightlight, or any Partner Agency, and the home study agency, including consequential damages resulting from a loss of the right or ability to conduct adoption activities in the subject foreign country, caused by Adopting Parents' intentional or negligent failure to comply with passport registration or post adoption reporting requirements. Because this requirement is so critical to the continuation of adoptions from the subject country, Adopting Parents have initialed the box below to verify they fully understand their obligations.

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## ADOPTION FINALIZATION -- DISRUPTIONS

In some countries, the adoption is not finalized before you return to the United States with your child. Sometimes you will be given guardianship or some other form of temporary legal custody which will qualify you to bring the child to the United States and then finalize the adoption in the United States. If the adoption has not been finalized in the foreign country, Adopting Parents agree to initiate legal proceedings to finalize the adoption of their child in the United States within thirty (30) days of their legal ability to do so.

The point in time when an adoption is finalized is important to the adopting family, the child and the foreign placement authority. Prior to the point of finalization, the adoption proceedings may be terminated by the adopting family, the child (usually if over 10 years of age) or the foreign placement authority. This would be a 'disruption.' In the case of an international adoption that has not yet been finalized in the foreign country, this is an option legally available to all parties. The officials in the foreign country must be notified and included in any decisions made. In the event of a disruption, Nightlight will take all reasonable steps to find another family for the child, in consultation with the foreign placement authority. Until such placement can be made and another adopting family assumes custody of the child, Adopting Parents agree to be financially responsible for the child, including, but not limited to, temporary care, medical costs, and the costs of returning the child to the foreign country if necessary

Adopting Parents further understand that, like obligations under post adoption reporting described above, failure to complete the adoption of their child as soon as they are legally able to do so and within the requirements of the foreign country, will subject them to liability for any damages to Nightlight, its Partner Agency and the home study agency resulting therefrom.

## FEES AND COSTS

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The total amount paid to Nightlight for Program Fees, in-country fees, government fees, and out-of-pocket costs will vary depending upon the country from which Adopting Parents adopt and the age of the child adopted. The nature of international adoption makes it impossible to predict the exact Estimated Client Coordinated Expenses. Estimated Client Coordinated Expenses are only an estimate and may be more or less in Adopting Parents' specific adoption. The Program Fees for the country Adopting Parents have chosen, together with an estimate of Adopting Parents' other costs and expenses, and the time when payments are due, are outlined on Attachment A to this Agreement.

Nightlight provides clients with monthly statements only if there has been activity on the case or if a balance is outstanding. All fees and costs are due and payable in accordance with the fee schedule or when billed. A late fee of 12% annual (1% monthly) will be assessed for fees more than 30 days past due. Agency program fees are subject to change with 90 days' notice. Any such fee increase will *not* apply to families who have completed their dossier and paid the dossier phase fees. Adoption fees, especially those paid to agencies, in-country coordinators or others in a foreign country may change at any point in the adoption process. This may be due to economic circumstances, the need for additional services required by the foreign country and/or United States, or for reasons unknown to us. Nightlight will inform Adopting Parents when Nightlight becomes aware of any change in such fees. However, Nightlight cannot control nor limit any increase in these charges. Adopting Parents understand and acknowledge that they are responsible for the fees they pay to anyone other than us, and that Nightlight is not responsible nor liable for any increase in those fees.

In certain circumstances, Adopting Parents may pay fees to agencies, governments, facilitators or others in a foreign country. If Adopting Parents' adoption does not happen for any reason, they may or may not receive any refund of fees they have paid or Nightlight has paid on their behalf to the foreign sources. Adopting Parents agree that Nightlight is not liable nor in any way responsible to pay to Adopting Parents or obtain for Adopting Parents a refund of such fees, although Nightlight will make reasonable efforts to do so.

Fees and costs paid or payable to us for services rendered in connection with Adopting Parents' adoption are non-refundable in accordance with the Fee Schedule provided to them. It is important to understand that Adopting Parents are paying for services provided to them or for the benefit of their child. Although fees and costs are generally phased over the course of the adoption, they should never be construed as payments in exchange for a child.

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## **GENERAL RISKS IN INTERNATIONAL ADOPTIONS**

Adopting Parents understand that there are significant risks in pursuing an international adoption. Nightlight will diligently pursue the successful completion of an adoption for Adopting Parents, but Adopting Parents acknowledge that Nightlight cannot control all aspects of the process nor guarantee a successful outcome. Completing an application and/or enrolling in our program does not guarantee the placement of a child with them. Further, Adopting Parents understand that while a foreign country may try to honor Adopting Parents' requests for specific characteristics in a child (such as age), this might not be possible. Nightlight also may not be able to secure a referral of a child from the foreign country Adopting Parents want to adopt from and/or with the characteristics they desire. While Nightlight will try to accommodate Adopting Parents' desires, Nightlight cannot guarantee that it will be able to do so.

### **LOST REFERRALS**

Adopting Parents understand that a specific child may be referred to Adopting Parents, but that referral may be lost for any of several reasons, which are beyond our control. For example, a child may become too ill for placement; the child may not be available within the time frame Adopting Parents desire or within the foreign country's time limitations; or it may be determined that the child will never be legally free for adoption.

The United States government may change immigration or other rules, which then preclude Adopting Parents from proceeding with adopting the child referred to Adopting Parents. The United States government may refuse to issue the necessary visa for the child to enter this country due to problems with Adopting Parents' situation or due to problems in the foreign country.

Sometimes the foreign country or independent referral source will withdraw a referral with or without explanation. This can happen because of a change in the foreign country's local or national politics, a change in officials, increased concern within the foreign country regarding international adoptions of their children, a relative coming forward to claim the child, or a foreign national desiring to adopt the child. Adopting Parents understand that these events are not under our control, and Nightlight cannot change decisions made by a foreign government.

### **MEDICAL, DEVELOPMENT AND EMOTIONAL RISKS**

Nightlight cannot predict an adoptive child's mental or physical development, emotional and/or personality characteristics, health, medical problems, learning disabilities, intellectual ability, hyperactivity, attention deficits, attachment and/or bonding issues, appearance or inherited characteristics. Nightlight will pass on to Adopting Parents all information that is provided to us by the referral source and/or foreign government or agency.

Adopting Parents understand and acknowledge that the medical and social information given to us by the referral source, governmental agency or by hospitals or doctors and passed on to Adopting Parents may be incomplete or erroneous. It is even possible that some of these sources of information will intentionally give incorrect information or fail to give important information to us. Adopting Parents should consult with a pediatrician, OB-GYN, international medical specialist or other appropriate medical specialist to review such

information and provide Adopting Parents with an opinion regarding this information, or absence of such information, before accepting referral of any child.

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Adopting Parents further understand and acknowledge that a referred child may have undiagnosed or misdiagnosed medical, development, emotional or physical problems which may be temporary or permanent. Such problems may not be apparent until after the child is in Adopting Parents' home. Nightlight cannot guarantee the accuracy or completeness of any information given to us about the child, including the child's age, or the results of any testing done on the child in the foreign country.

Nightlight does not assume any duty to independently verify the information given to us by referral sources, governmental agencies, hospitals, doctors or other sources nor will Nightlight make an independent investigation into the child's background and health or social situation. Adopting Parents agree not to expect or rely upon us to verify or investigate the truth of information provided to us by the referral source or other parties at the time of referral or in the future.

Adopting Parents specifically agree to hold us harmless and not to pursue any legal action against us in any way at any time for the child's physical, emotional or mental health or development or ability to integrate into Adopting Parents' family.

### **TIME FRAME**

International adoptions are unpredictable in many ways, one of them being the time frame in which Adopting Parents will receive a referral or a placement of a child with Adopting parents. There can be no assurances or guarantees that Adopting Parents' adoption will proceed in any specific length of time. For example, the adoption may be delayed or discontinued by the foreign country for reasons either explained or unknown. The court in the foreign country may not approve the adoption or may withdraw approval of the licensing or investigating body in either the United States or the foreign country.

International adoptions are also at the mercy of international politics and national policies of the foreign country. A change in government may change Adopting Parents' opportunity to adopt in that country. An international crisis or circumstances such as a war or terrorist action in either the United States or the foreign country may delay or stop adoptions. These factors can impact Adopting Parents' adoption at any point in the adoption process.

### **TRAVEL**

Travel to and from foreign countries can be uncertain. Although Adopting Parents may be given a specific date for travel to the foreign country, this date may change unexpectedly. Once Adopting Parents arrive in a foreign country, events there may delay their return to the United States through circumstances of which Nightlight is unaware or which arise while Adopting Parents are there. Adopting Parents agree that Nightlight is not liable or otherwise obligated for any expenses Adopting Parents incur in traveling to a foreign country to receive the referral of a child, to participate in the adoption of a child or to bring a child back to the United States or which arise due to changes in travel plans or times.

### **CONTROL OVER OTHER ENTITIES**

There are many governmental and non-governmental agencies involved in an international adoption over which Nightlight has no control. Nightlight cannot guarantee the actions of any agency or individual over whom Nightlight does not have complete control. This includes foreign officials, foreign attorneys, foreign referral sources, orphanages, foreign immigration and governmental agencies.

In addition, Nightlight cannot control the actions of the United States Citizen and Immigrant Services (USCIS), National Benefits Center (NBC) or the United States Embassy Consulate officials in a foreign country. Nightlight cannot guarantee that the U.S. Embassy Consulate office which processes a child's immigration visa will find that the child meets the definition of an "orphan." This determination is solely within the discretion of the USCIS. Further, in certain cases, the USCIS has stopped children from entering the U.S. for an adoption due to problems in the foreign country. Nightlight will keep Adopting Parents informed of the USCIS situation with regard to a child Adopting Parents wish to adopt, but Nightlight cannot guarantee the child will be allowed to enter the United States.

**LEGAL RISKS**

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In any adoption there may be legal risks. These include the risk that the agency or court in the foreign country may not approve Adopting Parents' adoption or will change the requirements for Adopting Parents to complete the adoption. There may be issues raised by a termination of parental rights in the foreign court based on a relinquishment by the birth mother only, not the birth father. If Adopting Parents must finalize or confirm Adopting Parents' adoption when Adopting Parents return home with a child, the court in Adopting Parents' state may not approve the adoption or may have additional requirements Adopting Parents must meet beyond those of the foreign court or the NBC. Nightlight strongly recommends that Adopting Parents consult with an attorney regarding any issues which are of concern to Adopting Parents.

Although risks can never be totally eliminated, Nightlight encourages Adopting Parents to talk to other adoptive parents and adoption professionals who are familiar with international adoptions to better understand the risks involved.

**WAIVER OF LIABILITY**

The Adoptive Parents acknowledge and understand all the risks of adoption as set forth in this document. Adoptive Parents wish to pursue an adoption plan and to seek an adoptive placement, knowing and assuming all the medical, legal and other risks of adoption as set forth in this document. Adoptive Parents agree to this waiver understanding that it is limited and specific to those risks which have been described or reasonably implied in this document.

Adoptive Parents hereby waive, release, and forever discharge Nightlight, its Partner Agency, its employees, social workers, independent contractors, independent contract social workers, officers, directors, successor corporations and affiliates from any and all claims, demands, charges, causes of action, liabilities, penalties, costs and expenses, including attorney fees, that Adoptive Parents who sign this waiver may have now or in the future against Nightlight, its Partner Agency or its employees, social workers, independent contractors, independent contract social workers, officers, directors, successor corporations, affiliates and any third party, including, but not limited to, any foreign agency, lawyer, in-country coordinator, governmental body, nation or any other individual or organization. Nothing herein shall relieve any party of liability imposed by law for intentional acts or gross negligence and not subject to a general waiver of liability.

We understand that Nightlight Christian Adoptions uses photographs of families and children for educational and promotional purposes. Therefore, we authorize Nightlight to utilize our photographs in the newsletter, scrapbook, office bulletin boards, social media, and general use (ex. frames at promotional events.) This includes photographs sent to Nightlight by families, and taken at various events sponsored by Nightlight.

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In an effort to protect the privacy of the children, who are being considered for adoption or in the process of adoption, Nightlight requires that each Client agrees not to discuss, post, or disclose personal information

regarding any referral you may receive on the internet. We understand this agreement includes but is not limited to the posting of pictures, discussions of orphanages, locations, and personal information concerning the child or **your particular adoption case** in chat rooms, discussion boards, websites, and online journals/diaries. Any family violating this policy will be subject to termination as a Client of Nightlight.

Exception: a family may create [not join] a by-invitation-only page for the purpose of updating family and friends about the adoption.

Participation in social media groups should be restricted to gathering/sharing general information about the adoption process from a particular country [not your agency, your case, or your child.

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## **AGENCY RIGHTS TO TERMINATE SERVICES**

We understand that Nightlight Christian Adoptions has the right to terminate this Agreement with us without refund of fees for any of the following reasons:

- Our failure to pay fees or expenses within the time agreed to in this Agreement;
- Our failure to cooperate and comply with all reasonable requests of Nightlight in reference to our adoptive placement;
- Our breach of any term of this Agreement;
- Our perpetuation of a fraud, tort, or crime, whether in connection with the use of Nightlight's services or otherwise, or any conduct of ours whatsoever that Nightlight, in its sole discretion, believes to be criminal or fraudulent;
- Our actions, as determined solely by Nightlight, which could interfere with Nightlight's relationships with other clients, any government entity, any court jurisdiction or legal counsel, or any person or business with whom Nightlight has relationships, including but not limited to our attempts to secure a child outside of Nightlight's auspices or normal business practices;
- Our conduct, as determined solely by Nightlight, which renders it difficult for Nightlight to carry out the purpose and spirit of this Agreement, which will include conduct on our part that causes Nightlight to have concern as to whether the placement of any child in our home is truly in the best interest of the child;
- Our mistreatment, as determined solely by Nightlight, of any person associated with Nightlight, including, without limitation, any rude, offensive, or disrespectful conduct taken toward any person associated with Nightlight;
- Our attempt to adopt a child from any resource at or near the same time that we attempt to adopt a child from Nightlight, unless Nightlight has been notified in writing within 2 business days of our initiation or decision to begin the adoption process with another resource. Furthermore, we agree that Nightlight can terminate our adoption proceedings if Nightlight determines, in its sole discretion, that the adoption is not in the best interest of the child or children, even if our home study approves us for multiple placements.
- Our failure to keep Nightlight informed in writing of any changes or occurrences in our lives, prior to actual placement or during the period of finalization, which might render us ineligible to adopt, including but not limited to, loss of job or income, bankruptcy, diagnosis with significant mental or physical illness, marriage dissolution, moving to a new residence, etc.
- Any misrepresentation by us to Nightlight or any other individual or entity in any way connected to our adoption, whether in writing (including all representations in this agreement) or otherwise.

**ACKNOWLEDGEMENT OF RISK**

Nothing in this Agreement and nothing in Nightlight’s statements to Adopting Parents shall be construed as a promise or guarantee about the outcome of Adopting Parents’ adoption. **Because of the nature of international adoption, Nightlight makes no representations as to the outcome of an adoption. No guarantee can be given, although a candid exchange of questions and views between Nightlight and Adopting Parents is always encouraged.**

In accordance with Hague Standard 96.41, Nightlight has provided Adopting Parents with a copy of its Complaint Policy, Complaint Form and information on the Complaint Registry as Attachment B to this Agreement. By executing this Agreement, Adopting Parents acknowledge receiving this information.

Attorneys’ Fees. If any action is necessary to enforce this Agreement, the prevailing party shall be entitled to recover its attorneys’ fees.

Governing Law. This Agreement shall be governed by the laws of the State of California. The parties agree that the proper venue for any action under this agreement shall be Orange County, California.

Complaint Policy. Nightlight’s Complaint Policy is explained in Attachment B.

We \_\_\_\_\_ understand that it is our duty as Nightlight clients to report any suspected child abuse to Nightlight Christian Adoptions. This includes if we witness any suspicious behavior towards a child by a biological parent, expectant parent, adoptive parent, Nightlight employee, or overseas workers. These suspicions will be immediately reported to our Nightlight advocate and/or the child protective services department of our state of residence.

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***Providing false information or failing to disclose required information is grounds for terminating Adopting Parents’ application without refund of any fees paid.***

This agreement was entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and shall be governed in accordance with the laws of the state of California.

\_\_\_\_\_  
Adopting Father Signature

\_\_\_\_\_  
Adopting Mother Signature

Nightlight Christian Adoptions, by \_\_\_\_\_

In accordance with Hague Standard 96.36 (a), Nightlight confirms that it prohibits its employees and agency from giving money or other consideration, directly or indirectly to a child’s parent(s), other individual(s) or an entity as payment for the child or as an inducement to release the child. If permitted or required by the child’s country of origin, an agency may remit reasonable payments for activities related to the adoption proceedings, pre-birth and birth medical costs, the care of the child, the care of the birth mother while pregnant and immediately following birth of the child, or the provision of welfare and child protection services generally. Permitted or required contributions shall not be remitted as payment for the child or as an inducement to release the child.



A signed copy of this Agreement will be returned to Adopting parents, along with instructions for proceeding with Adopting parents' international adoption from Nightlight's coordinating office. Please mail signed Agreement and other application documents to your Nightlight office.

"I will not leave you as orphans; I will come to you." John 14:18.

Attachments:

- A Fee Schedule
- B Complaint Policy and Form
- C No Healthy Child Letter

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Nightlight is a registered trademark of Nightlight Christian Adoptions

**ATTACHMENT B**  
**NIGHTLIGHT® CHRISTIAN ADOPTIONS**

<b>POLICY &amp; PROCEDURE: PROCEDURES FOR RESPONDING TO COMPLAINTS AND IMPROVING SERVICE DELIVERY</b>
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<b>REGULATION #96.41</b>
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<b>APPROVED:</b>
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**COMPLAINTS POLICY:**

Nightlight Christian Adoptions (NCA) provides services that are meant to be in the best interests of the children served through this agency. NCA aims to provide open, accountable and efficient service to our clients. While every effort is made, sometimes mistakes are made. We aspire to learn from any mistakes and the complaint procedure is seen as very important in this continuous program of improvement. All clients will be provided with a copy of our Complaint policy and procedure and the accompanying complaint form, as a part of their Information Notebook that is provided to each client with their service contract.

**PROCEDURE:**

Any complaints that are filed with NCA will be reviewed, investigated and responded to within 30 days according to the following procedures. Expedited review will occur with time sensitive concerns or those related to allegations of fraud.

While NCA recognizes that some clients have more needs than others, it is the agency's goal to satisfy all clients possible. When a client files a complaint, it is assumed that it is because the client's problem was not adequately resolved at a lower organizational level. Complaints filed in good faith by a client will never result in any adverse consequences to the client. However, it is possible that the inability of the agency to resolve problems with a particular client may mean that the client would be better served with a different agency. NCA will always attempt to resolve client complaints and successfully complete the services for which the client engaged the agency.

The National Complaint Registry through the US Department of State can be contacted regarding any problems through the following toll free number: 888-407-4747 or through this website: [http://www.travel.state.gov/family/adoption/convention/convention\\_462.html](http://www.travel.state.gov/family/adoption/convention/convention_462.html).

If you find that you are not able to submit your complain on the HCR form or if you have any questions related to filing out the HCR form, please feel free to contact the Department of State at [AdoptionUSCA@state.gov](mailto:AdoptionUSCA@state.gov). It is expected that any complaints are first filed and the agency's procedures are followed before proceeding with filing a complaint with theDOS.

The following steps will be taken for complaints:

1. Any birth parent, adoptive parent, prospective adoptive parent or adoptee may file a complaint with NCA regarding any services provided by NCA, it's staff, Board of Directors or its supervised providers related to an issue of compliance with The Hague Convention, IAA or regulations implementing the IAA, or any service provided by the agency.
2. Anyone filing a complaint is requested to complete a written 'complaint form.' (See attached form). This form requests the information needed to investigate the stated problem.
3. The Executive Director or his designee will review all complaints. The complaint will be fully investigated and a written response given to the client within 30 days of NCA receiving the complaint or grievance.

4. The complaints and their outcome will be filed and available for review in the NCA office in Santa Ana, California.
5. On request by the Accrediting Entity – COA or a State Department designee -- NCA will provide a summary of all complaints received by any birth, adoptive or prospective parent or adoptee about any of the services or activities of NCA that raise an issue with compliance with The Hague Convention, IAA or regulations related to either.
6. If the individual who has filed the complaint is not satisfied with the response by the executive director, they may then appeal in writing to the NCA Board of Directors for review of the complaint.
7. The Board of Directors will review the complaint at the next regularly scheduled Board Meeting following the submission of all required documentation from the individual. The Board of Directors will make a decision within thirty (30) days following the submission of all necessary documentation. A majority vote by the Board of Directors will determine the decision.
8. A written copy of the final decision will be placed in the client file. The final written determination will be released to the client, but not the reasoning behind it.

All decisions are based on what is in the best interests of the child.

\_\_\_\_\_ have reviewed the Complaint Policy and Procedure for Nightlight Christian Adoptions. I/We agree to abide by the procedure listed above and ultimately the decision of NCA Board of Directors if they should be called upon to determine the outcome of a complaint.

\_\_\_\_\_  
Adoptive Father Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adoptive Mother Signature

\_\_\_\_\_  
Date

## NIGHTLIGHT CHRISTIAN ADOPTIONS COMPLAINT FORM

Name:

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Address:

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Home Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

Nature of Complaint: (Please be specific, including names of involved staff members, time of incident, place of incident and issues related to the incident. Specifics help us to better investigate your concerns. Please include any supporting documents and attach additional sheets if necessary).

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Suggestions on how you wish this issue to be resolved or handled in the future:

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Investigated by: \_\_\_\_\_ Board Notified on \_\_\_\_\_ (Date)

Action Taken:

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**ATTACHMENT C**  
**NIGHTLIGHT® CHRISTIAN ADOPTIONS**

**NO HEALTHY CHILD LETTER**

Dear Nightlight,

It is my desire to adopt a child or children internationally through your agency. I recognize that good communication is an important element of a successful adoption and will do my best to communicate regularly and clearly with you – as I expect you to communicate with me.

An important issue in international adoptions is that all children, regardless of age, will have some medical, emotional and/or developmental problems. There are no “healthy” children available for international adoption, even though the degree of health risks and special needs will vary greatly. I understand that this is not unique to children placed through Nightlight, but this is true regardless of which agency were to assist me in adopting. I also understand that a home study which approves me only for the adoption of a “healthy child” will not be accepted by Nightlight. I should discuss with my home study agency what medical, emotional and developmental issues would be acceptable to me, but the final decision to adopt a specific child or children will always be mine.

Some countries do not provide thorough information on the referral of a child(ren) and some are not allowed to provide any information until I am in the country. Although Nightlight will attempt to obtain preliminary information on the child before I travel, such information is likely to be incomplete and dependent on information provided by the local authorities or orphanage staff. Such foreign officials and orphanage staff frequently view problems with a child differently than I would and I have been encouraged to educate myself on medical, developmental and emotional issues in advance of looking at potential referrals.

I understand that I should, whenever possible, have the information I receive on the child(ren) reviewed by a medical specialist, and I am in no way obligated to accept any referral of a child(ren). When a planned referral of a child is not accepted, your staff will attempt to obtain a new referral of a child for me, but they have no control over whether or not such additional children will be available.

Knowing that “healthy children” are not available for adoption is such an important issue that I may be asked to re-confirm our understanding before I travel. I look forward to candid and thorough communications with you during my adoption journey.

Sincerely,

\_\_\_\_\_  
Adopting Father Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adopting Mother Signature

\_\_\_\_\_  
Date