



**Intercountry Supplement  
to Adoption Services Agreement**

This agreement is between The Cradle Society ("The Cradle") and the following named undersigned prospective adoptive parents ("adoptive parents"). The Cradle and adoptive parents are collectively referred to as "the parties." The use of 'Collaborative Provider' in this document refers to Primary, Supervised or Exempted Provider. The purpose of this agreement is to clarify the responsibilities of The Cradle and the adoptive parents pertaining to matters during the post-placement period including: crisis intervention; placement disruptions; transfer of custody, re-placement, return of child; reporting processes and responsibilities; and adoption dissolutions.

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Adoptive Parent Name

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Adoptive Parent Name

The parties acknowledge that they are mutually concerned about the adjustment of the child to the new home, culture, and country. In order to ease this transition, and in the best interests of the child, the parties desire and agree to a period of monitoring, supervision, and evaluation subsequent to placement.

**Crisis Intervention:**

In the course of this post-placement/post-adoption period, The Cradle will provide the adoptive parents with counseling and other assistance as may be needed for the child and adoptive parents with respect to adjustment, medical and developmental concerns, parenting strategies, and emotional difficulties that the child and family may face. Professional intervention will be offered when indicated to address and overcome issues that may be experienced as related to the adopted child joining the family. All efforts are made to provide guidance and support with the goal of preserving the placement of the child.

**Placement Disruption:**

A disruption is defined as the permanent removal of the child from the adoptive home at any time prior to finalization of the adoption. When there is the belief that it is in the best interest of the child, either party to this agreement may initiate disruption of the placement. The decision to disrupt a placement should not be made lightly or easily. Except in emergency situations where the well-being of any person may be in jeopardy, adoptive parents must provide The Cradle and Collaborative Provider with at least 30 days written notice of intent to disrupt, stating the reasons for the disruption. If needed, The Cradle will work with the Collaborative Provider to find appropriate substitute care for the child. The child will remain with the adoptive parents until other arrangements for the care and custody of the child have been made by The Cradle and other agency, if any.

### **Transfer of Custody, Re-Placement, Return of Child:**

Prior to any attempt to find a new placement for the child, The Cradle will conduct an assessment of the child's condition and needs. Where possible and appropriate, the assessment will include interviews with the child, adoptive parents, and collaborative contacts on behalf of the child. After conducting such assessment, and if appropriate, The Cradle and the Collaborative Provider will make reasonable efforts to find another adoptive placement for the child that is appropriate given the child's age, needs, and expressed wishes, if any. If no adoptive placement seems likely or possible, The Cradle and the Collaborative Provider will explore other types of placements and resources for the child, including foster care and institutional care. Adoptive parents will cooperate in all manners reasonable and necessary to accomplish transfer of custody. The Cradle will take all appropriate measures to ensure that the transfer of the child takes place in secure and appropriate circumstances, utilizing social workers and therapists who are properly trained in child re-placement. Adoptive parents will be present and supportive in the process of transfer of custody and re-placement, including pre-placement visits with the child's new family. If adoptive parents are the child's legal guardian, and at the direction of the Primary Provider, adoptive parents will execute all documents necessary to transfer legal guardianship of the child to the Primary Provider or to such other person or entity as the Primary Provider may designate. Return of the child to the sending country will be considered only as a last resort and only when such return (a) is in the best interest of the child given the child's age, wishes, length of time in the U.S., and other pertinent factors, (b) is approved by relevant authorities in the sending country, and (c) has been approved by the Central Authority in the sending country and the U.S.

### **Reporting Processes and Responsibilities:**

In the event of a disruption, the Primary Provider will notify the Central Authorities in the U.S. and the sending country in accordance with all legal requirements. Disruption of the placement initiated by either party does not extinguish or affect adoptive parents' financial obligations for care of the child. Additionally, adoptive parents may be responsible for other costs incurred by The Cradle or the Collaborative Provider regarding caring for, transporting, and re-placing the child.

### **Adoption Dissolution:**

Adoptive parents acknowledge and understand that in most cases the overseas adoption is considered final and irrevocable. Adoptive parents should consult with legal counsel in order to determine the legal effect of the overseas adoption. The relationship created by a finalized adoption will require adoptive parents to be responsible for the care and well-being of the child in all manners and respects as if the child were the biological child of the adoptive parents. This obligation extends to any and all medical, psychiatric treatment, counseling, or other services required for the child. The relationship created by a finalized adoption is as binding and lasting as any parent-child relationship, and cannot and should not be severed or relinquished lightly or easily. The Cradle will not assist in the termination or dissolution of the relationship created by a finalized adoption except in the most extreme of situations and when The Cradle, in collaboration with the Collaborative Provider, determines that to do so would be in the best interest of the child.

**Entire Agreement:**

This agreement and the Adoption Services Agreement, which is incorporated herein, contain the full, final, and exclusive statement of the agreement between the parties hereto. This document is being signed voluntarily, without reliance on any other promises or representations.

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Date

\_\_\_\_\_  
Adoptive Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adoptive Parent

\_\_\_\_\_  
Date

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Cradle Adoption Counselor