



ADOPTION SERVICES AGREEMENT

This Adoption Services Agreement between Cradle of Hope Adoption Center, Inc. (hereinafter referred to as "CHAC"), a non-profit licensed child placement agency with its principal offices at 8630 Fenton Street, Silver Spring, Maryland, 20910, and _____, _____ (hereinafter referred to as "Client"), who are residents of the State of _____, is entered into as of the date this agreement is fully executed.

CHAC is a non-profit organization licensed in Maryland and Virginia as a child placement agency. Client desires to adopt a child with the assistance of CHAC. Client understands that compensation paid to CHAC is for professional services and not to purchase a child.

Now, therefore, the parties agree to the following terms:

1. Responsibilities of CHAC: CHAC agrees to provide timely and accurate advice, insofar as possible, on the expeditious handling of documents required for international adoption, procedures to be followed abroad, the status of regulations in the source country and the progress of Client's application for the adoption program. CHAC also agrees to keep Client reasonably informed of its activities undertaken on their behalf.

2. Responsibilities of Client: Client will cooperate in the adoption process by obtaining, notarizing, and authenticating all documents necessary for an international adoption when requested by CHAC. Client will, at all times provide, honest, truthful, and thorough information to CHAC. Client understands that they will be required to travel to the foreign country in which the child resides at the time and place indicated by CHAC to meet and evaluate the child, and if desired by client, to finalize an adoption. Client will provide necessary photos and post-placement reports about the child subsequent to the placement. Client will meet with CHAC representatives when requested to do so, and will comply with other CHAC requirements throughout the adoption process. Client will immediately inform CHAC of any changes in their circumstances, including but not limited to any change in family structure as a result of death or divorce, and changes in financial, health (either physical or mental), legal or employment conditions.

3. Statement of Risks: Client understands that there are risks in any international adoption. While CHAC will use its best efforts to assist Client, CHAC does not control the adoption process nor guarantee a successful outcome. In the event of any occurrence which impedes the successful outcome of an adoption effort, CHAC will work with Client to evaluate alternative adoption options if possible. Client further understands that neither the execution of this agreement nor the provision of some or all of CHAC's services guarantees the placement of a child nor the physical or mental health of the adopted child. Additionally, Client may incur additional expenses in the process of evaluating and adopting a child which are not set forth in these materials and which are not subject to the control of CHAC. Such additional expenses are the sole responsibility of Client.

4. Background Information: CHAC will furnish Client with all medical and social information available to it pertaining to any child offered to Client, but cannot guarantee that the information provided will be accurate or complete. Client understands that their child could have undiagnosed physical, mental, emotional, and/or development problems. Neither CHAC nor any of its agents or representatives can guarantee any child's current or future physical or mental health status.

5. Statement of Understanding Regarding Health Status of Children: Client understands that foreign officials will allow foreign families to adopt only those children who are not adopted by local families. Client understands that the children placed by CHAC may have medical or psychological problems or congenital defects, some of which may not be readily apparent at the time of placement or

foreign officials will allow foreign families to adopt only those children who are not adopted by local families. Client understands that the children placed by CHAC may have medical or psychological problems or congenital defects, some of which may not be readily apparent at the time of placement or which may not be discovered in the country of origin. Client also understands that the medical status of the child referred to them is based upon available information in the child's country of origin, that foreign medical tests may be unreliable, that the state of medical systems overseas can be outdated in terms of proficiency, education and technology, and that due to the wide disparity of medical care and diagnoses, the accuracy of medical diagnoses can be neither guaranteed by CHAC or discounted by Client. Client understands that they are not obligated to accept any particular child offered to them.

6. Statement of Understanding Regarding Higher Risk Clients: Some clients may face additional challenges adopting overseas, due to issues in their family background. Any of the following issues may cause foreign governments to scrutinize your adoption more closely, request additional documentation, delay the processing of your adoption, or deny your application to adopt. Families with any of these or other similar issues face higher than typical risks when seeking to adopt a child from another country. Despite our best efforts, your adoption could be denied by foreign officials for the following reasons or others:

- Significant medical issues, currently or in the past, including cancer, diabetes, epilepsy, heart disease, organ transplant, drug abuse, alcohol abuse, hepatitis or other communicable diseases;
- Significant mental health issues, currently or in the past, including depression, anxiety, psychosis, chronic fatigue syndrome or other mental health diagnoses;
- Convictions for criminal activity, even if long ago;
- You are outside the typical eligibility guidelines of the program country for any reason, including length of marriage, age, family composition, income, or employment; or
- You become pregnant during the adoption process.

If any event occurs that results in the failure of Client's adoption efforts CHAC's agency and foreign program fees will have been earned and will not be refunded.

7. CHAC Fees: Client agrees to pay CHAC a placement fee of \$15,000 to \$18,000 (depending on program) in connection with the adoption of one child. Fees will be higher for siblings and determined on a case by case basis. This fee shall be paid in installments per the fee payment schedule currently in effect at time of execution of this Agreement. Said payment schedule will be provided to Client in writing. Mandatory orphanage donation or foster care costs are applicable to some programs. Client understands that no further case progress will occur until all fees are current. Fees represent payment for services rendered and are non-refundable, except that one-half of the application fee may be refunded if client decides not to proceed within two months of application.

8. Additional Expenses: Client understands that the following expenses are not included in either the CHAC agency fee or the foreign program fee and therefore will be the sole responsibility of Clients: homestudy, post-adoption report, police clearance fees, government fees, notarization and authentication fees, courier and overnight fees, visa fees, and airfare, lodging, transportation, and meal expenses for Clients' travel to and within the child's country of origin.

9. Foreign Medical Exam: Client understands and acknowledge that any child or children assigned to them by CHAC may be examined by doctors of their own choosing upon Client's arrival in the foreign country, with the permission of the child's caregivers. Client accepts full responsibility for the adequacy and cost of any medical examination. Client understands that CHAC makes no representations as to and cannot guarantee the current or future health or medical condition of the child.

10. Client's Responsibilities While Overseas: Client understands that CHAC cannot predict the length of time that Client will be overseas but will do everything possible to expedite the process and the timely placement of a child. Client agrees to act in a mature and appropriate manner while in the foreign country. Client will be respectful of the professionals with whom they work, knowing that they are acting in Client's best interest. Client realizes that while they are overseas they represent all adoptive couples in the present and in the future and that their actions can directly impact upon other pending adoptions. Client understands and agrees that Client's failure to act in an appropriate manner as determined by CHAC may result in CHAC withdrawing from its representation of Client. Client further understands that CHAC will not be liable to Client in the event CHAC withdraws from its representation of Client.

11. Client's Commitment to CHAC: Client agrees that this is an exclusive relationship and they

that CHAC will not be liable to Client in the event CHAC withdraws from it its representation of Client.

11. Client's Commitment to CHAC: Client agrees that this is an exclusive relationship and they agree not to pursue child placement through other sources or agencies while this contract is in force. If Client receives a child referral through any source other than CHAC, Client's case will be closed and all fees and expenses due to CHAC and the foreign source at that time will be immediately due and payable. All fees previously paid will be retained by CHAC and no refunds will be issued.

12. Unexpected Pregnancy: If Client conceives during any part of the adoption process, they agree to advise CHAC immediately. Together with Client, CHAC will assess the impact of the birth of the biological child on the prospective adoptive child and Client. If CHAC determines that the adoption should not proceed concurrently with the pregnancy, the adoption process will be suspended. Client may reactivate the adoption process six months after the birth of the biological child.

13. Suspension or Termination of Adoption Services: If, at any time during the adoption process, Client and/or CHAC decide to suspend or terminate adoption services, all fees and expenses due at the time must be promptly paid and no refunds will be given. CHAC, in its professional judgment, will consider all circumstances in determining the suitability of suspending or terminating adoption services and retains the right to suspend or terminate said services at any time. Situations in which the suspension of adoption services may be considered include, but are not limited to: (1) change in family structure, such as separation, divorce, or death of a family member; (2) instability in employment or other financial problems; (3) health problems which might adversely affect the placement of a child with Client at that time; (4) criminal or other legal issues; or (5) military service overseas.

In the event that a change of law in a foreign country prevents the completion of an adoption, and CHAC cannot offer Client an alternative program, CHAC may terminate its adoption services, in which event fees paid by Client subsequent to the change of law would be refunded, except the application and homestudy fee.

14. No Guarantee of Placement: This agreement is not intended to guarantee placement of a child. Efforts to adopt children from a foreign country involve circumstances which are beyond CHAC's control that may interfere with or interrupt the adoption process. CHAC takes all reasonable precautions to anticipate and avoid such risks, but cannot assure its efforts will be successful. Client understands that placement of a child is not guaranteed.

15. Post-Adoption Reports to Foreign Country: Client understands that China requires post-adoption reporting on the progress of the adoptive placement for five years. Client agrees to contract with their homestudy or other local adoption agency for formal post-adoption supervision for reports at 6, 12 and 24 months from the date of placement, and agrees to prepare self-written reports at 36, 48, and 60 months from the date of placement. Client agrees to provide written reports, physician's medical statements, photographs and other requested documentation, as well as attend meetings at the mutual convenience of CHAC and Client. Clients will pre-pay for post-placement services to their homestudy agency to ensure post-placement reporting for the time period established by the foreign government. Proof of pre-payment for post-placement services will be due with the foreign program fee. In addition, a Client for whom CHAC conducts homestudy and post-placement services shall pay applicable additional fees.

16. Child's Records: Client understands that CHAC is required by their licensing authorities to maintain certain records in the file of the child adopted by Client. Client agrees to provide copies of all documents pertaining to the child issued by the source country, as well as photographs and other documents upon request of CHAC.

17. Procedures in the Event of a Disruption of a Placement Not Finalized Abroad: In the event that the Client decides that the placement of a child which was not finalized overseas must be disrupted, the following terms will be applicable:

(a) CHAC will provide disruption and replacement services upon request, for an additional fee;

(b) Clients will have the legal and financial responsibility for transfer of custody in an emergency or in the case of impending disruption and for the costs of providing care for the child;

(c) If the disruption takes place after the child has arrived in the U.S., the child will be relocated into temporary care as soon as practicable and will not be returned to the child's country of origin

(c) If the disruption takes place after the child has arrived in the U.S., the child will be relocated into temporary care as soon as practicable and will not be returned to the child's country of origin until all alternatives have been exhausted and only if CHAC determines that a return to the country of origin is in the child's best interests;

(d) CHAC and/or the homestudy agency will consult the child's about his wishes, if the child is older than 10 years of age, and will take into account his or her length of time in the United States, acquisition of English and loss of native language and all other pertinent factors; and

(e) CHAC will notify the Central Authority of the child's country of origin and the Secretary about the disruption and subsequent placement of the child.

18. Post-Adoption Services: CHAC will provide post-adoption services, including post-adoption reports as set forth in paragraph 15 above, for additional fees, depending upon the services needed.

19. Dissolution of Adoption Finalized Abroad: In the event Client determines after the finalization of the adoption, that the adoption must be dissolved, CHAC will work together with Client to seek an alternative placement for the child. Additional fees will be charged, depending on the services needed. Clients will have the legal and financial responsibility for transfer of custody in an emergency or in the case of impending dissolution and for the costs of providing care for the child. CHAC will notify the Central Authority of the child's country of origin and the Secretary about the dissolution and subsequent placement of the child.

20. Finality of Adoption and Establishment of Citizenship: Client understands, acknowledges and agrees that when the final adoption decree has been granted by the foreign court or adoption authorities, the child becomes their absolute and sole responsibility. In the event that the child's adoption is not finalized overseas, Client will seek to finalize the adoption in their local court immediately following the satisfactory completion of the required post-placement supervisory period. Client must also obtain proof of citizenship for the child in their country of residence.

21. Statement of Financial Responsibility: Client understands, acknowledges and agrees that once the adoption is approved by foreign officials, they are fully and solely financially responsible for the child. In the unlikely event that Client decides to disrupt the adoption, they understand they will be fully and solely responsible for the expenses of alternative placement of the child.

22. Adoption Information Acknowledgement: Client acknowledges that they have received and reviewed CHAC's information packet explaining the agency's policies and procedures, a statement of fees and estimated expenses, and a sample of this agreement.

23. Waiver of Claims: **Client hereby waives any and all claims related to the risks set forth herein which they may have now or in the future against CHAC and its directors, officers, employees and agents, including doctors. Client agrees to hold CHAC and its directors, officers, employees and agents, including doctors, harmless against any claims known or unknown, now existing or in the future, which may arise out of this agreement, receipt of services from, or adoption through CHAC.**

24. Confidentiality: Client's files will be kept strictly confidential except when information must be provided to appropriate third parties during the adoption process.

25. Accuracy of Application: Client states that all information provided as part of their application and during all aspects of the adoption process is and will be fully complete and accurate to the best of their knowledge. Client understands that CHAC and foreign authorities will rely on information provided by Client and acknowledge that Client's failure or unwillingness to provide accurate and truthful information or Client's omission of material information will be considered fraudulent and actionable as such. In the event CHAC determines that Client has presented false information or has omitted information relevant to their eligibility or approval, Cradle of Hope will terminate its provision of adoption services and will report the false or omitted information to the family's homestudy agency, CHAC's accrediting body, USCIS and/or Department of State, and foreign adoption authorities.

26. Review of CHAC Documents: Client promises to review all documents and

26. **Review of CHAC Documents:** Client promises to review all documents and information provided by CHAC and to discuss any questions they may have about with CHAC. Client understands that CHAC will expect them to comply with all requirements set forth in the documents provided.

27. **Assumption of Risk: Client understands that there is risk in international adoption and that CHAC cannot control all aspects of the process, nor assure a successful outcome. Client understands and assumes the risk that they are not guaranteed the placement of a child with them. Client also understands and assumes the risk that their child could arrive with undiagnosed physical, emotional, mental, and/or developmental problems.**

28. **Consent to Service of Process, Venue, Jurisdiction:** This Agreement and the enforcement hereof will be subject exclusively to the internal laws of the State of Maryland. The parties agree that no action or proceeding may be maintained by Client against CHAC except in the Montgomery County Circuit Court of Maryland or in the United States Federal Court, District of Maryland, and that these courts will have exclusive jurisdiction over such action or proceeding. Client irrevocably waives any right it may have to commence any action or proceeding against CHAC in any other court or to assert the application of the law of any other state or country. Client further hereby submits to the personal jurisdiction of the aforementioned courts with respect to any claims relating to or arising out of this Agreement or any actions or failures to act related thereto, and irrevocably waives any rights or defenses it may have to the commencement or continuation of an action against it in the aforementioned courts based on lack of personal jurisdiction or improper or inconvenient venue. Client hereby further agrees that service of process may be made upon it by certified mail or personal service at the address provided by Client. This provision shall survive termination or non-renewal of this Agreement by either party for any reason.

29. **Previous Agreement:** This Agreement contains the entire agreement between the parties concerning the subject matter hereof and supersedes any pre-existing or contemporaneous agreement and any oral or written communications between the parties.

30. **Construction:** The language of all parts of this Agreement will in all cases be construed as a whole, according to its fair meaning and strictly for or against any of the parties. Headings of paragraphs herein are for convenience of reference only and are without substantive significance.

31. **Complaints:** Any birth parent, prospective adoptive parent or adoptive parent, or adoptee may lodge a complaint directly with CHAC about any of its services or activities, including its use of supervised providers, that he or she believes raise an issue of compliance with the Hague Convention, the IAA, or the regulations implementing the IAA. CHAC's Complaint Policy and Procedures will be provided at the time this agreement is signed. CHAC does not take any action to discourage a client or prospective client from, or retaliate against a client or prospective client for making a complaint, expressing a grievance, providing information in writing or interviews to an accrediting entity on the agency's performance, or questioning the conduct of or expressing an opinion about the performance of CHAC. Summaries of complaints received by CHAC will be provided to the Council on Accreditation and the Dept. of State semi-annually.

Client represents and acknowledges that they have read and understand this agreement, have had the opportunity to consult with legal counsel of their choice and accept the Agreement as policies and conditions for working with CHAC.

Client: _____ Date: _____

Client: _____ Date: _____

CRADLE OF HOPE ADOPTION CENTER, INC.

By: _____ Date: _____

By: _____
Linda Perilstein, Executive Director

Date: _____

Revised 2/18

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