



ADOPTION SERVICES AGREEMENT – DOMESTIC ADOPTION PROGRAM

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 the District of Columbia, 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 will provide timely and accurate advice, insofar as possible, on the expeditious handling of documents required for domestic adoption, the progress of Client’s application for the adoption program, and of available children. CHAC also agrees to keep Client reasonably informed of the activities undertaken on their behalf.

2. Responsibilities of Client: Client will cooperate in the adoption process by providing all documents necessary for a domestic adoption when requested by CHAC. Client will, at all times provide, honest, truthful, and thorough information to CHAC. Client will provide necessary photos and post-placement reports about the child subsequent to the placement in a timely manner. Client will meet with CHAC representatives when requested, 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 (physical and mental), legal or employment conditions.

3. Statement of Risks: Client understands that there are risks in any 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 understands further 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.

4. Statement of Virginia Law: Birthparents are required to sign a Virginia entrustment agreement in order to place their child for adoption. Under Virginia law, this entrustment can be revoked for any reason until the minor child is ten (10) days of age and at least seven (7) days

have elapsed from the date of signing, and until the child is placed in the physical custody of the prospective adoptive parents. An entrustment agreement is valid even if it is not signed by the birth father of a child born out of wedlock if the identity of the birthfather is not reasonably ascertainable, if the birth father did not register with the Putative Father Registry, or if the birth father named by the birth mother denies paternity of the child in writing and under oath. Notice of the Entrustment is required to be given to acknowledged, adjudicated, presumed fathers (married to the mother of the child at the time of conception or birth) and to putative fathers who

father named by the birth mother denies paternity of the child in writing and under oath. Notice of the Entrustment is required to be given to acknowledged, adjudicated, presumed fathers (married to the mother of the child at the time of conception or birth) and to putative fathers who timely register with the Virginia Putative Father Registry or any other State's Registry where conception or birth occurred. Additionally, some cases may require the filing of a termination of parental rights case in a Juvenile and Domestic Relations District Court, after which a termination order will be entered by the court, which can prolong an "at risk" placement in the adoptive home by several months. In the event that either birthparent makes a timely claim for the child and CHAC determines that an adoption cannot proceed, it may be necessary to return the child to a birthparent, depending on the circumstances.

5. Statement of Maryland Law: Birthparents are required to sign a Maryland consent in order to place their child for adoption. Under Maryland law, these consents can be revoked for any reason for thirty (30) days from signing. A legal risk could exist beyond that date if a birthparent were to fail to sign a consent. If the whereabouts or identity of the birthfather or legal father (husband of the birthmother) are unknown, it is necessary to terminate his rights by publication or court action. In the event that either birthparent makes a claim for the child, it may be necessary to return the child to a birthparent, depending on the circumstances.

6. Statement of DC Law: Birthparents are required to sign a DC relinquishment in order to place their child for adoption. Under DC law, these relinquishments can be revoked for any reason within fourteen (14) days from the date of signing. A legal risk could exist beyond that date if a birthparent were to fail to sign a consent. If the whereabouts or identity of the birthfather or legal father (husband of the birthmother) are unknown, it is necessary to terminate his rights by publication or court action. In the event that either birthparent makes a claim for the child, it may be necessary to return the child to a birthparent, depending on the circumstances.

7. 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. Information provided by and through CHAC may be incorrect because the medical and social history provided by birthparents and is not investigated or otherwise confirmed by CHAC. The adoptive parents understand that there are medical risks, and that not all medical information may be available at the time of placement. Client understands that their child could have undiagnosed physical, mental, emotional, and/or development problems. CHAC cannot guarantee any child's current or future physical or mental health status. The race of the child may also not be known.

8. Statement of Understanding Regarding Health Status of Children: 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. These problems include, but are not limited to: difficulties at birth, prematurity, low birth weight, allergies, crossed eyes, hepatitis, fetal alcohol syndrome or effects, asthma, cardiac problems, psychological or emotional problems, and developmental delays. The accuracy of medical diagnoses can be neither guaranteed by CHAC nor discounted by Client. Client is not obligated to accept any particular child offered to them.

9. Services Provided by CHAC: CHAC services covered include: (1) accepting relinquishments, entrustments, consents to guardianship, and birthparent termination actions in court, where necessary, (2) short term adoption counseling of the birthparents, (3) making contact with the hospital and arranging for the child's discharge, (4) assuming legal custody of the child pending the adoption, (5) preparation of documentation that may be required for Interstate Compact compliance, if relevant, and filing the ICPC application, (6) documentation of the case as required by the MD Department of Human Services or the Virginia Department of Social Services, and (7) granting of agency consent for the adoptive family to finalize the adoption.

10. CHAC Fees: Client agrees to pay CHAC a placement fee of \$_____ which is based on the following sliding fee scale:

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<u>HOUSEHOLD INCOME</u>	<u>PLACEMENT FEE</u>
Up to \$100,000	\$18,000
\$101,000 - \$150,000	\$20,000
\$151,000 - \$200,000	\$22,000
\$201,000 and higher	\$24,000

This fee shall be paid in installments as follows:

Phase I	\$500 upon submission of application
Phase II	\$1500 upon submission of Adoption Services Agreement
Phase III	\$1000 upon posting of Family Profile, after homestudy is approved
Phase IV	\$2000 upon matching with a birthmother
Phase V	\$7500 upon placement
Phase VI	Balance due upon expiration of birthparents' revocation period.

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 (a) one-half of the application fee will be refunded if Client decides not to proceed within two months of application and (b) one-half of any other payments will be refunded if the birthparents decide not to place the child.

11. Legal Fees: Under DC, Maryland and Virginia law, birthparents may request their own attorney at the expense of the adoptive parents. If either birthparent is a minor, Maryland law requires that birthparent to have an attorney, which expense will be borne by the Client. The fee listed above includes the cost of CHAC's attorney, but does not include the legal services needed to file a termination of parental rights action in court so the child may be legally freed for adoption, or the services of any attorney if requested by the birthparents. The services of an attorney hired by Client to file their petition to adopt are not covered by the fee listed above. If additional services are required by the judge presiding over the adoption, additional payments may be required.

12. Birthmother Expenses: Client will be responsible for payment of medical expenses for the child and mother not covered by her insurance, Client's insurance or Medicaid. Clients will be responsible for reimbursing the agency for any monies spent for health care, permissible living expenses or other expenses for the birth family. The agency may or may not apply for Medicaid for the child or birthmother's health care, depending on the circumstances. Clients agree to reimburse the agency for any monies paid to birthparents for living expenses and cannot expect a refund of these expenses in the event that the birthparents do not proceed with the adoption. CHAC will request a reimbursement from the birthparents for these expenses but the recovery of these payments is highly unlikely.

13. Additional Miscellaneous Expenses: Client understands that the following expenses are not included in CHAC's fees and therefore will be the sole responsibility of Client: homestudy and post-placement fees for families in DC, MD and VA, required court reports, police clearance fees, government fees, notarization fees, courier and overnight fees, the child's medical fees, process server fees, posting/publication fees and foster care fees if necessary.

14. Client's Commitment to CHAC: Client agrees that this is an exclusive relationship and they will not 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 at that time will be immediately due and payable. All fees previously paid will be retained by CHAC and no refunds will be issued.

15. 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

15. 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.

16. 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 to CHAC 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.

17. No Guarantee of Placement: This agreement is not intended to guarantee placement of a child and Client understands that the placement of a child is not guaranteed.

18. Post-Placement Supervision: Client will be required to obtain post-placement supervision which is not included in the placement fee. If the adoption is finalized in Maryland or Virginia, CHAC shall perform three post placement visits for which Client will be charged \$300 per visit plus mileage if Client lives more than 30 miles from a CHAC office. CHAC will also provide the required Report of Investigation or Report of Visitation to the court in Virginia for an additional \$300 fee.

19. Foster Care: If foster care is utilized, Client agrees to reimburse the foster parents and foster care agencies for any care provided at a rate agreed upon by the parties. CHAC is in no way obligated to provide payments for foster care.

20. Health Insurance: Client agrees to assume responsibility for obtaining health insurance for the child upon placement. If the adoptive parents are unable to obtain medical coverage for the child they must inform CHAC immediately.

21. Statement of Financial Responsibility: Client understands, acknowledges and agrees that once the child has been placed with them, they are fully and solely financially responsible for the child. In the event that Client decides to terminate the placement, they understand they will be fully and solely responsible for the expenses of alternative placement of the child.

22. Emergency Situation: In the case of an emergency involving a child in the legal custody of CHAC, Client agree to attend to the child's needs immediately and seek care which may be deemed necessary for the child. Client must as soon as possible contact CHAC and inform the agency as to the nature of the emergency and the status of the child's health.

23. Contested Placement: In the event that the placement is contested, Client will have the following options: (1) to return the child to the biological family or (2) to assume responsibility for the legal defense of the placement. The fees of attorneys retained by the Clients or CHAC to represent Client or to represent CHAC in a contested placement or for any service related to the placement must be paid by Client.

24. Finality of Adoption: Client understands, acknowledges and agrees that once the final adoption decree is granted, the child becomes their absolute and sole responsibility.

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

26. Confidentiality: Client shall not disclose to any third party any confidential information

procedures and a sample of this agreement.

26. Confidentiality: Client's files will be kept strictly confidential except when information must be disclosed during the adoption process. No identifying information will be shared with other parties without each party's consent.

27. Accuracy of Application: Client states that all information provided as part of their application and during the adoption process is and will be true and complete to the best of their knowledge. Client understands that CHAC will rely on information provided by client and acknowledges that client's failure or unwillingness to provide accurate and truthful information will be considered fraudulent and actionable as such and will result in the rejection of Client's application or termination of the adoption process and removal of any child placed with Client.

28. Waiver of Claims: Client waives any and all claims they may have now or in the future against CHAC and its directors, officers, employees and agents. Client agrees to indemnify and hold CHAC and its directors, officers, employees and agents 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.

29. Assumption of Risk: Client understands that there is risk in 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 assured 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.

30. 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. Client hereby irrevocably waives any right it may have to assert the application of any other law of any other state or nation. The parties agree that no action or proceeding may be maintained by Client against CHAC except in the Circuit Court for Montgomery County, 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. 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 above. This provision shall survive termination or non-renewal of this Agreement by either party for any reason.

31. Previous Agreement: This Agreement is the entire agreement between the parties and supersedes any pre-existing or contemporaneous agreement and any oral or written communications between the parties.

32. 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.

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 a statement of the conditions for working with and the policies of CHAC.

Client: _____

Date: _____

Client: _____ Date: _____

Client: _____ Date: _____

CRADLE OF HOPE ADOPTION CENTER, INC.

By: _____ Date: _____

Linda Perilstein
Executive Director

Revised 3/18

Main Office: 8630 Fenton Street, Suite 310, Silver Spring, MD 20910 301.587.4400 FAX 301.588.3091
VA Office: 1934 Old Gallows Rd, Suite 350, Tysons Corner, VA 22182 703.352.4806
DC Office: 1629 K St. NW, Suite 317, Washington, DC 20006 202.466.0973
cradle@cradlehope.org · www.cradlehope.org