Thanks for inquiring about adopting from China through Cradle of Hope. We hope this information packet provides the information you need, but you are welcome to contact us directly to request more information or to get answers to questions you may have.

Eligibility Criteria

Age: Both prospective adoptive parents (PAPS) must be at least 30. The age difference between the youngest parent and the child can be no more than 50 years.

Marital Status: Single heterosexual women and heterosexual couples married for at least two years are eligible to adopt from China. If one party has two divorces, the current marriage must be at least 5 years.

Health: PAPS must be in good health. Depression/anxiety well controlled by medication is acceptable. If one PAP has a significant disease but their spouse is healthy, adoption may be possible. BMIs must be under 40.

Finances: A married couple’s annual income must be at least $10,000 per family member including the prospective adoptee and their net worth must be at least $80,000. Single applicants must have more income and net worth of at least $100,000.

Moral Character: No criminal record, no history of domestic violence, drugs, or alcohol abuse. Minor violations may be exempted. Contact us to discuss details.

Children in the Family: Married PAPs may have no more than 5 minor children in the home. Single PAPs may have no more than 2 children in the home. The youngest child in the family must be at least 3 years old.

Adoption Frequency: PAPS must wait one year for a second adoption.

China Adoption Process

Adoption Fees and Estimated Expenses

CHAC Policies and Procedures

Adoption Services Agreement

See attached.
Additional Information

The following information is available upon request:

(1) the number of our adoption placements per year for the prior three calendar years, and the number and percentage of those placements that remain intact, are disrupted, or have been dissolved as of the time the information is provided;

(2) the number of parents who apply to adopt on a yearly basis, based on data for the prior three calendar years; and

(3) the number of children eligible for adoption and awaiting an adoptive placement referral via the agency or person.
China Adoption Process
Rev. 1/19

We are excited about your interest in adopting a Chinese child through our program. This memo will explain the general adoption process, although each family’s situation is unique and may vary a bit from what follows.

Adopting a healthy child from China requires a wait of more than 10 years, and very few families are choosing this option. Adopting a Chinese child with special needs can be accomplished in less than 12 months. China has divided their special needs children into two categories: Special Needs, which includes younger children with minor issues, and Special Focus, which includes older children, children with more complicated health issues, or children with more than one health issue. In order to adopt a Special Needs child, you must have a complete dossier of documents already registered in Beijing. Special Focus children can be locked in before your dossier is completed, so long as you submit all required documents within 6 months. The US State Department says that adoption agencies should not match children with pre-homestudy families. As a result, you’ll need to complete your homestudy before we can lock in a specific child’s file for you.

The China adoption process will take most of a year to complete (from the date of your application until you return home with your child) and is very bureaucratic. This means there are specific requirements, forms, and steps in the process that must be followed exactly. We will help you through each step of the process with lots of support and direction. The following is a basic explanation of the steps we will take together to bring your new son or daughter home.

1. **Submit your adoption application packet**

You can apply to our program to adopt an identified child or you can submit a generic adoption application for a child to be identified as your paperwork progresses. We’re happy to discuss both options with you. Submitting your application packet begins the process.

If you have applied to adopt a specific waiting child, we will immediately lock-in that child’s file under your name on the CCCWA system. Usually within one week, we receive notice from China that the match has been approved.

2. **Select your homestudy agency**

You will need to identify a Hague-accredited adoption agency in your state to provide homestudy services. We’re happy to give you some recommendations. Your local agency will also be responsible for three post-placement reports after your child comes home. We will work closely with your homestudy agency to ensure as smooth a process as possible.

| Main Office | 8630 Fenton Street, Suite 310 | Silver Spring, MD 20910 | 301.587.4400 |
| VA Office | 1934 Old Gallowas Rd, Suite 250 | Tysons Corner, VA 22182 | 703.352.4806 |
| DC Office | 1629 K Street NW, Suite 317 | Washington, DC 20006 | 202.466.0973 |
|             | info@cradlehope.org | www.cradlehope.org |    |
3. **Dossier Preparation**

Your dossier is the collection of documents required by Chinese adoption officials, called the China Center for Children’s Welfare and Adoption (CCCWA). The CCCWA is the first step in the approval process of your adoption. The dossier is comprised of three primary categories of documents: your homestudy, your I-800A US immigration approval and a collection of documents about yourself (i.e. birth certificate, marriage certificate, employment letter, health form, etc.).

Your CHAC caseworker will work with your homestudy social worker to review, edit and finalize your homestudy after you have done your part of that process. CHAC staff will assist you with US immigration approval, which can only begin after your homestudy is final. For all documents produced by you or third parties, you will be well trained on what is needed and we will review each document to make sure it is exactly right. On average, the dossier completion process takes about four to five months. Once we send the dossier to CCCWA, it will need to be “logged in,” which takes about one week from CCCWA receipt. At that point, processing and approval of your adoption by the CCCWA usually takes about 2 months.

4. **LSC/LOA**

Once your dossier has been reviewed and approved by the CCCWA, they will send your Letter Seeking Confirmation (LSC), also referred to as Letter of Approval (LOA). We will then overnight the letter to you so you can sign and return it. This letter will be used in the next step of the process, which is the I-800.

5. **USCIS Form I-800 (Petition to Classify Convention Adoptee as an Immediate Relative)**

As you wait for your LSC, CHAC will help you to complete drafts of Form I-800, Form I-864W, and Form I-800 Supplement 1. This is done ahead of time, so when the LSC is received, these forms are ready to be submitted (by CHAC) to the United States Citizenship and Immigration Service (USCIS).

The I-800 is very similar to the I-800A, the application you filed with USCIS prior to submitting your dossier to China. The difference is in the request. The I-800A requests approval of you as prospective adoptive parents, to adopt a not-yet-selected child with specific special needs. The I-800 requests approval to adopt a specific child.

After CHAC submits the I-800 and its accompanying documents, I-800 approval notice typically takes three to four weeks to arrive. The I-800 approval means that your request has been approved and that your specific child is eligible to receive an immigrant visa. Once approved, you can move onto the final major step of the process, Article 5.
6. **Article 5**

In order for your child to enter the US, he or she must also receive approval from the U.S. State Department. Article 5 is the process of the U.S. State Department, our country’s Central Adoption Authority, approving the issuance of an immigrant visa.

Once I-800 approval is issued and USCIS gives notice to the U.S. Consulate Guangzhou that your case is coming to them, CHAC will file the DS-260 (the Department of State Immigrant Visa Application) on your child’s behalf. Your Article 5 package will be sent to our guide in Guangzhou who will submit it to the U.S. Consulate (submissions are only accepted on Monday, Tuesday, and Thursday). Processing time for the Article 5 is usually 10 business days.

7. **Issuance of Travel Invitation**

After Article 5 processing, the U.S. Consulate in Guangzhou will approve your adoption and notify the CCCWA of their decision. The CCCWA acknowledges the approval and usually within one week issues your invitation to travel to China to complete the adoption.

8. **Confirm Gotcha Date and Visa Interview Appointment**

After your travel invitation is issued, we will schedule your trip to China, including your Gotcha Date (the day the child will be brought to you in China) and your visa appointment at the US Consulate in Guangzhou. This can take several weeks. Most families will be on a plane to China in about three weeks from receipt of their travel invitation.

9. **Prepare to Travel to China**

CHAC will be with you every step of the way as you prepare travel plans. We will conduct a travel preparation meeting by phone, send you lots of written materials, and introduce you to other families traveling at the same time. You will need to arrange your international air travel and CHAC will set-up all of the internal travel within China, including hotels, transportation, translators and even sightseeing if you like.

10. **Travel to China!**

Your two week trip begins. Most families spend a day or two sightseeing in Beijing, then travel to their child’s location to complete the adoption. After the first week, families fly to Guangzhou for a US-required medical exam of the child and for visa issuance which takes most of the second week. Then, finally, **BRING YOUR CHILD HOME!**
## Statement of Fees and Estimated Expenses

**12/19/19**

<table>
<thead>
<tr>
<th>Fees/Estimated Expenses</th>
<th>Purpose</th>
<th>Paid When? ## (From Date of Application)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adoption Expenses in the US (CHAC Agency Fee)</td>
<td>Includes, but not limited to, intake process, orientation, administrative and operational overhead.</td>
<td>At application</td>
</tr>
<tr>
<td>Agency Fee Phase I</td>
<td>$2,000</td>
<td>At 4-5 months</td>
</tr>
<tr>
<td>Agency Fee Phase II</td>
<td>Includes, but not limited to, dossier preparation assistance, maintaining child files and related CCCWA procedures, home study review, USCIS I-800A guidance, parent preparation/support for adoption process, managing compliance with Hague process and accreditation requirements, international courier fees, and administrative/operational overhead.</td>
<td>At 10-12 months</td>
</tr>
<tr>
<td>Agency Fee Phase III</td>
<td>$2,850</td>
<td></td>
</tr>
<tr>
<td>Foreign Country Program Expenses (International Program Fee)</td>
<td>Includes, but not limited to, parent preparation for travel and coordination/arrangement of travel logistics, staff communication with clients while in China, translation and processing of post placement reports and administrative/operational overhead.</td>
<td></td>
</tr>
<tr>
<td>International Program Fee Phase I</td>
<td>$1,740</td>
<td>At 4-5 months</td>
</tr>
<tr>
<td>International Program Fee Phase II</td>
<td>$4,250</td>
<td>At 10-12 months</td>
</tr>
<tr>
<td></td>
<td>Fees for CCCWA dossier translation and processing and IAAME accreditation fee.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Includes, but not limited to, administrative/operational overhead for agency's FSP office in China, fees for registration/documentation by provincial adoption authority, child's passport, child's required medical exam for US Consulate and guides' compensation.</td>
<td></td>
</tr>
<tr>
<td>US Third Party Fees and Estimated Expenses (paid directly to third party unless otherwise noted)</td>
<td></td>
<td>At application</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td><strong>Home study</strong></td>
<td>$2250 #</td>
<td>Fee for required home study by Hague accredited adoption agency licensed in client’s home state. For DC, MD, and VA families, CHAC home study fee is $1500. Paid to home study agency.</td>
</tr>
<tr>
<td><strong>Online adoptive parent classes</strong></td>
<td>$200 #</td>
<td>Fee for Hague required parent parent-preparation coursework. Paid to online provider.</td>
</tr>
<tr>
<td><strong>Post-adoption supervision/reports</strong></td>
<td>$975 #</td>
<td>Fee for three supervisory home visits by home study agency as required by CCCWA at 6, 12, 24 months after placement. Paid to home study provider.</td>
</tr>
<tr>
<td><strong>Dossier preparation</strong></td>
<td>$500 #</td>
<td>Fees for obtaining, notarizing, certifying and authenticating paperwork required for submission to CCCWA. Paid to notaries, Secretaries of State, Chinese consulates, couriers.</td>
</tr>
<tr>
<td><strong>USCIS I-800A and I-800</strong></td>
<td>$890</td>
<td>Fees for filing required immigration applications for child. Fee will be higher if there are additional adult members of household. Paid to USCIS.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>China Third Party Fees and Estimated Expenses (paid directly to third party unless otherwise noted)</th>
<th></th>
<th>At 10-12 months</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Chinese travel visas</strong></td>
<td>$280 #</td>
<td>Fees for Chinese entry visas for two travelers, will be higher for additional travelers. Paid to Chinese consulate.</td>
</tr>
<tr>
<td><strong>Orphanage donation @</strong></td>
<td>$5300 #</td>
<td>Donation to child’s orphanage. Will vary depending on currency exchange rate. Paid to Sun Travel in US for wire transfer to orphanage.</td>
</tr>
<tr>
<td><strong>Parents’ international airfare</strong></td>
<td>$3000 #</td>
<td>Round trip international flights between US and China for two travelers, will be higher for additional travelers. Paid to travel agency or airline.</td>
</tr>
<tr>
<td><strong>Child’s international airfare</strong></td>
<td>$1000 #</td>
<td>One way international flight to US. Paid to travel agency or airline.</td>
</tr>
<tr>
<td><strong>Food/Lodging/travel and transportation in China @</strong></td>
<td>$5500 #</td>
<td>Hotels, flights/trains between cities, ground transportation within cities and miscellaneous travel costs for two parents and one child, higher for additional travelers. Paid through CHAC.</td>
</tr>
<tr>
<td>Description</td>
<td>Amount</td>
<td>Description</td>
</tr>
<tr>
<td>-------------------------------------------------------</td>
<td>--------</td>
<td>------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Wire transfer fees @ Child’s US immigrant visa</td>
<td>$500 #</td>
<td>Fees for transfer of and exchange of funds from US to China. Paid through CHAC.</td>
</tr>
<tr>
<td>TOTAL ESTIMATED EXPENSES:</td>
<td>$37,820</td>
<td></td>
</tr>
</tbody>
</table>

# Estimated figure. Actual amounts will vary depending on specific costs/expenses in your adopted child’s province and for your specific expenses in the US, travel to China and in China.

@ Orphanage donation can be paid through US based travel agency which will wire the funds to the social welfare institute. China internal travel arrangements can be booked by Chinese travel agency and paid through CHAC. Accreditation fee is paid to CHAC and forwarded to accreditation authority.

## All dates are estimates. Your adoption could proceed more quickly or more slowly.

Note: All fees and expenses paid to CHAC can be remitted by check, wire transfer or credit card (we pass through the credit card company’s processing fee of 3%).

Note: We can provide assistance with your fundraising efforts. For a list of adopting funding organizations, visit [http://www.cradlehope.org/financing-available/](http://www.cradlehope.org/financing-available/)
Adoption Education

All families must complete a minimum of 10 hours of pre-adoption education relevant to the type of adoption they are planning (12 hours for China). Some states or foreign countries require additional education. Families adopting internationally must complete mandatory Hague Convention curriculum as part of their homestudy process.

Child Transfer Policy

CHAC takes all appropriate measures to ensure that the transfer of the child takes place in secure and appropriate circumstances, with properly trained and qualified escorts, if used, and, if possible, in the company of the prospective adoptive parent(s). In our China program, the child is transferred to the custody and control of the adoptive parents in their hotel or in the office of local government officials, in the presence of orphanage officials. All transfers occur during daylight hours, with a translator present, and appropriate clothing, food, and drinks are made available to the child and the parents at the time of the transfer.

Confidentiality of Adoption Records

CHAC retains adoption records in a safe, secure, and retrievable manner indefinitely. Case records are stored in our office building in a locked storage area. CHAC makes readily available to the adoptee or the adoptive parent(s) upon request all non-identifying information in its custody about the adoptee’s health history or background. Personal data gathered or transmitted in connection with an adoption is used only for purposes for which the information was gathered and sensitive individual information is safeguarded on a confidential basis.

Eligibility Criteria

CHAC works with single women and married couples, ages 30 – 55. Prospective adoptive parents should be in reasonably good health, financially stable, with net worth of at least $80,000 ($100,000 for single women) and income of at least $10,000 per family member including the child to be adopted. Applicants must be able to demonstrate that they can afford to adopt and raise a child.

Fees

Placement fees in our China program are approximately $17,500 plus document, third-party, travel, and voluntary orphanage donation expenses. Many families are eligible for a federal adoption tax credit of approximately $13,000. A list of outside organizations that provide financial assistance for adoption expenses can be found under Financing Adoption Expenses on this website. Our fee for homestudy

| Main Office | 8530 Fenton Street, Suite 310 | Silver Spring, MD 20910 | 301.587.4400 |
| VA Office | 1934 Old Gallows Rd, Suite 350 | Tysons Corner, VA 22182 | 703.352.4806 |
| DC Office | 1629 K Street NW, Suite 317 | Washington, DC 20006 | 202.466.0973 |
| info@cradlehope.org | www.cradlehope.org |
services for DC, MD and VA families is $1500 plus $300 for each post-adoption visit/report, with a minimum of three required. A detailed explanation of fees and estimated expenses is available upon request.

**Grievance Procedure**

CHAC encourages anyone with concerns regarding services offered by CHAC to bring these concerns to the attention of a staff member. CHAC will work to resolve concerns informally. For individuals or organizations that feel their concerns have not been resolved informally, a formal complaint procedure is available. Birth parents, prospective adoptive parents, adoptive parents, or adoptees may file a complaint. The procedure for filing a complaint is set out in our Complaint Policy and Procedures found on our website.

CHAC will not take any action to discourage a client or prospective client from filing a complaint. CHAC will take no action to retaliate against a client or prospective client for making a complaint, expressing a grievance, providing information in writing or by interview to the accrediting body, or questioning the conduct of, or expressing an opinion about, the performance of CHAC.

**If the Adoption is in Crisis**

If the adoption is in crisis, CHAC makes an effort to provide or arrange for counseling by an individual with appropriate skills to assist the family. If counseling does not succeed in resolving the crisis and the placement is disrupted or the adoption is dissolved, the placing assumes responsibility for making another placement of the child. CHAC will promptly (in accordance with any applicable legal requirements) remove the child if the placement is no longer in the child’s best interests. We do not return an adopted child whose adoption has been dissolved to his country of origin, as we believe the child’s needs can be better served in the US. The adoptive family will have legal and financial responsibility for transfer of custody in the case of impending disruption or dissolution and for the care of the child.

**Notification of Significant Changes**

Families must notify us immediately of any significant changes, including changes in residence, employment, marital status, medical condition, criminal activity, the composition of the family, and even contact information. Families must report significant changes to us, to their homestudy agency and to USCIS (if adopting internationally) even after the homestudy is completed and until the child has received a US visa (if adopting internationally).

**Policy on Charging Additional Fees**

CHAC does not charge additional fees beyond those disclosed to clients in the initial adoption contract. However, in some circumstances unforeseen fees and expenses may be incurred in the foreign country. CHAC will work to minimize the need for additional fees and expenses, and will notify the prospective adoptive parents (PAPs) of the amount of the additional fees/expenses and the reason for their accrual in writing. CHAC will obtain the specific written consent of the PAPs prior to spending any funds in excess of $1,000 for which the PAP will be held responsible.
Prohibition on Child Buying

CHAC prohibits its employees and agents from giving money or other consideration directly or indirectly to a child’s parent(s) or other individual(s) or entity as payment for the child or as an inducement to release the child for adoption.

Prohibition on Preferential Treatment

CHAC prohibits preferential treatment for its board members, contributors, volunteers, employees, agents, consultants or independent contractors with respect to the placement of children for adoption.

Refund Policy

One-half of our $500 application fee ($250) is refundable if a family decides not to proceed within two months of submitting application. All other CHAC Agency fees, which are paid in installments as the adoptions progress, are nonrefundable.

Homestudy clients pay a $500 deposit, which is non-refundable. The balance of the homestudy fee is paid prior to the social worker’s visit and is nonrefundable. Fees for post-adoption services are paid prior to completion of the homestudy and are non-refundable, unless the family relocates to another state, in which event any unused fees would be transferred to the new agency providing post-adoption services.

CHAC returns to clients any funds to which they may be entitled within sixty days of the completion of the delivery of services.

Specialized Use of Funds

CHAC does not use any portion of its fees to provide special services, such as cultural programs for adoptees, scholarships or other services.

Statistical Disclosure

The following information is available upon request: a) the number of adoptive placements per year for the past three years, the number and percentage of those placements that remain intact or have been dissolved at the time of the request; b) the number of applicants annually; and c) the number of children currently available for adoption through our programs.

Supervised Providers

CHAC does not work with supervised providers in the US. Our supervised provider in China is Zhang Li Xin and her fee is included in CHAC’s fee.

Withdrawal of Referral

CHAC does not withdraw a referral until the prospective adoptive parents have had two weeks to consider the needs of the child and their ability to meet those needs, and to obtain a physician’s review of the referral information including videotapes if available. However, a more expedited decision may be required in the event there are extenuating circumstances involving the child’s best interests.
Extenuating circumstances could include, but are not limited to, a sudden change in the child’s medical condition, the need for urgent medical care, the child aging out of the adoption program, or the expiration of the assignment of the child to CHAC for placement.

**Vendor Services**

CHAC does not have any corporate, financial or familial relationships with vendors of non-adoption services. We refer families to outside vendors only for authentication of documents and visa processing. We receive no financial or other benefit from any outside vendor.

A complete copy of CHAC’s policies and procedures is available upon request.
ADPTION 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.

Main Office: 8630 Fenton Street, Suite 310 · Silver Spring, MD 20910 · 301.587.4400 · FAX 301.588.3091
VA Office: 10605 B2 Judicial Drive · Fairfax, VA 22030 · 703.352.4806 · FAX 703.352.3339

cradle@cradlehope.org · www.cradlehope.org
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 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 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 at Clients’ expense 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’s Executive Director 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. **Procedures in the Event of a 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 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.

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

(b) Clients will have the legal and financial responsibility for transfer of custody and for the costs of providing care for the child;

(c) If the dissolution takes place after the child has arrived in the U.S., the child will be relocated into temporary care as soon as practicable at Clients' expense 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 about his wishes, if the child is older than 10 years of age, and will take into account his length of time in the United States, acquisition of English and loss of native language and all other pertinent factors; and

(e) CHAC's Executive Director 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 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 any 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: ______________
   Linda Perilstein, Executive Director

Revised 9/18