CRADLE OF HOPE ADOPTION CENTER
KAZAKHSTAN INFORMATION PACKET
Updated 1/23

Thanks for inquiring about adoption from Kazakhstan 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) should be at least 30. The age difference between the youngest parent and the child should 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 Kazakhstan.

Health: PAPs must be in good health. Depression/anxiety well controlled by medication may be acceptable.

Finances: PAPs must be financially stable and have sufficient income/net worth to afford the cost of the adoption and raising a child.

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.

Kazakhstan Adoption Process See attached.

Adoption Fees and Estimated Expenses See attached.

CHAC Policies and Procedures See attached.

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.

Main Office 8630 Fenton Street, Suite 310 Silver Spring, MD 20910 301.587.4400
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DC Office 1629 K St. N.W. Suite 317 Washington, DC 20006 202-466-0973
info@cradlehope.org www.cradlehope.org
ADPTION FROM KAZAKHSTAN
Revised 1/23

CHILDREN AVAILABLE: Children ages 2 to 10 years old, with Asian and/or Russian features (including mixed race) are available. Children will have significant medical issues and developmental delays. Medical and developmental information is provided as well as photos and video. Sibling groups are also available.

ADOPTION PROCESS: Most families will need 5-6 months to complete a home study, obtain US immigration approval and compile their adoption dossier. Once the dossier is submitted to the Kazakhstan Central Authority, a child referral is expected within a few months, depending on the child request. Within 1 month of preliminary acceptance of referral, the family will travel to meet the child, remain for a long acclimation period, attend a court hearing and can then go home (the family may return home while awaiting the court hearing, which will result in a total of three trips). At least one parent must return to Kazakhstan approximately six weeks later for approximately two weeks to complete the adoption, obtain the child’s immigrant visa and bring the child home. Families will be supported comprehensively by bilingual guides during their trips. Internal travel logistics including hotels, domestic flights and ground transportation are arranged by our Kazakhstan office.

ELIGIBILITY CRITERIA: Adoptive parents should generally be at least 30 and not more than 55 years old (with no more than 45 years between the child and parent). Couples must be married at least two years. Applicants should be of good moral standing, good health, and financially secure. Single women are eligible to adopt from Kazakhstan.
KAZAKHSTAN ADOPTION PROCESS

January, 2023

This memo provides an overview of the steps involved in completing an adoption from Kazakhstan. Kazakhstan hasn’t placed children with US families since 2011 and has not yet placed a child with a US family under the Hague Convention. Cradle of Hope staff will provide comprehensive, competent and supportive guidance throughout the adoption process and beyond.

1. Preparing Your Dossier

The dossier is the compilation of documents required under Kazak law to adopt a Kazak child. Comprehensive dossier preparation instructions will be provided through written materials and you will be closely assisted by CHAC staff.

1. One of the first steps in the adoption process is completing a homestudy with an adoption agency licensed in your state. A home study is a collaborative process designed to teach you about adoption and assess your suitability to become adoptive parents. Through a series of meetings with a social worker and your submission of documents, you will share information about your childhood, education, employment, health, housing, religion, criminal history if any, attitude about adoption and raising adopted children, finances, etc. You will need to submit documents that are required by regulations in your state to demonstrate that you are strong candidates for adoptions. You will need to take 10 hours of online classes to prepare for adoptive parenting. The process culminates in a written homestudy report, which hopefully recommends you to become adoptive parents. This document is needed for every international adoption. The home study report is a part of your dossier. Most home studies takes 2 - 4 months to complete.

2. After your home study is complete, you will need to file an I-800A with the US Citizenship and Immigration Service (USCIS). This is a pre-approval to of your family as prospective adoptive parents of an unidentified foreign born orphan into the US. This is the first step in a two step process towards the issuance of an immigrant visa for your adopted child. The I-800A approval process generally takes six to eight weeks after the completion of your homestudy. The I-800A approval is a part of your dossier.

3. After collecting your dossier documents and having them reviewed by CHAC, families with documents generated or notarized in DE, GA, HI, KY, MD, NY, TN, and AL will get your documents certified through your county clerk. Families living elsewhere can skip this step.

4. Next, you will send your documents to be authenticated with an “Apostille” (foreign use certificate) from the Secretary of State in the state in which they were notarized or issued.

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For example, if you were born in Maryland, then your birth certificate needs to be authenticated by the Maryland Secretary of State. If your employment letter is notarized in California, it will be authenticated by the California Secretary of State.

2. Submission To and Processing of Dossier By Kazakhstan Central Authority/Child Referral

Your dossier will be sent to Kazakhstan, where it will be translated into both Russian and Kazak, translations will be notarized, six sets of your translated dossier are made and then submitted to the Kazakhstan Ministry of Science and Education by our Kazakhstan Foreign Supervised Provider Dina Zhusupova. This office is the Central Authority (CA) for international adoption in Kazakhstan under the Hague Convention. After your dossier is submitted and reviewed, it’s possible that additional documents will be requested.

The CA is responsible for your entire adoption process. It will a) review and approve your dossier and register you as a prospective adoptive family, b) identify and refer an orphan in state care pursuant to your child request, c) recommend your adoption application to the appropriate regional court and d) monitor your compliance with KZ’s post placement reporting requirements after you are home with your adopted child. Waiting time varies based on your child request, but most families can expect a child referral within a few months of dossier submission in KZ.

Children available for international adoption must be listed on a national database for domestic adoption for at least six months, and are not registered as newborns. Therefore, the youngest children to be referred will be at least 2 years old and will have significant medical issues. You will be provided with detailed medical information, photos and video of the referred child. You will be encouraged to have the referral reviewed by a local pediatrician and/or by an international adoption medical specialist.

3. Submitting Form I-800, Petition to Classify Convention Adoptee as an Immediate Relative, to USCIS

Once you have accepted a child referral, CHAC will file your I-800 on your behalf. The I-800 is very similar to the I-800A, the document you had with USCIS prior to dossier submission but with a different purpose. The I-800A requested approval of your family as prospective adoptive parents to adopt an unidentified child from a Hague Convention country. The I-800 begins the visa issuance process for your specific child so s/he is allowed to emigrate to the United States.

After CHAC submits the I-800 and its accompanying documents, I-800 approval notice typically takes 3-4 weeks. You have now received necessary approvals by the US Department of Homeland Security. Once approved, you can move onto the final major step of the Hague process, the Article 5.
4. Submitting the Article 5 Package to the US State Department

The Article 5 is the process of the US State Department (specifically delegated to the US Consulate in Almaty, Kazakhstan) approving the KZ CA’s match of a specific child with your family. The State Department is the US Central Authority, our counterpart to Kazakhstan’s Ministry of Science and Education.

Once I-800 approval is issued, CHAC will send the original documents needed for the Article 5 package to our office in Astana, who will submit them to the US Consulate in Almaty. CHAC will file the DS-260 (the Department of State Immigrant Visa Application) electronically on your child’s behalf, which is the final piece of the Article 5 process. It requires about a week to prepare for Article 5 submission once the I-800 is approved and then processing time for the Article 5 approval at the US Consulate is a few weeks.

5. First/Second Trip

At this point, the Kazakhstan Central Authority will issue an invitation for you to travel to meet the child who you have been referred. You are required to be in country to spend a “getting to know you” period with your child for 28 days after you accept the referral. A representative of the local government will be monitoring your visits with the child and will submit a report to the court. We will encourage you to accept the referral at the earliest possible opportunity after arrival in KZ in order to start the 28 day period, with the knowledge that you can always change your mind if necessary. After the 28 day period, your case will be submitted to the regional court which handles international adoptions in the area where your child lives. Additional documents will be needed during this period and several trips to the local notary office will be required. A court hearing will generally be scheduled within a week or two, and you may opt to return to the US during that waiting period or remain in Kazakhstan (going home will ultimately result in three trips, with only one parent being required on the last one). Be advised that during the lead up to a court hearing once your case has been filed in court, additional documents may be requested by the judge. Note that during your trips to Kazakhstan, you will be assisted by experienced adoption guides who will do their best to make sure your adoption process moves along as quickly and as efficiently as possible.

6. Second Trip

Following the court hearing, a mandatory 30 day appeal period is in place. This is typical of judicial adoption proceedings and it is very unlikely anyone would come forward to object to the adoption. You will return to the US during this period. Once the appeal period is over, it will take a week for our representative to apply for the child’s adoption documents, new birth certificate, a KZ passport, permission to leave the country and other necessary documents. At least one adoptive parent must return to Kazakhstan (with a spousal power of attorney) to obtain these documents, process your child’s US immigrant visa at the US Embassy and bring the child home. This trip will be about ten days long.
# KAZAKHSTAN STATEMENT OF FEES AND ESTIMATED EXPENSES

3/10/21

<table>
<thead>
<tr>
<th>FEES/ESTIMATED EXPENSES</th>
<th>PURPOSE</th>
<th>PAID WHEN?</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Adoption Expenses in the US (CHAC Agency Fee)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agency Fee Phase I (application fee)</td>
<td>$2500 Includes but not limited to intake process, orientation, administrative and operational overhead</td>
<td>At application</td>
</tr>
<tr>
<td>Agency Fee Phase II</td>
<td>$5625 Includes but not limited to dossier preparation assistance, assistance with child referral process, home study review, USCIS I-800A guidance, parent preparation, support, and casework for adoption process, managing compliance with Hague process and accreditation requirements, international courier fees, and administrative/operational overhead.</td>
<td>At dossier submission</td>
</tr>
<tr>
<td>Agency Fee Phase III</td>
<td>$5625 Includes but not limited to parent preparation for travel, coordination/arrangement of travel logistics, staff communication with clients while in country, translation and processing of post-adoption reports and administrative/operational overhead</td>
<td>Prior to 1st trip</td>
</tr>
</tbody>
</table>

<p>| <strong>Foreign Country Program Expenses (International Program Fees)</strong> |                                                                          |                   |
| Int'l Program Fee Phase I                        | $5325 Includes international courier fees, office expenses in KZ, including bookkeeping, bank fees, taxes, communication with KZ Central Authority, KZ FSP’s compensation and expenses, and administrative overhead expenses in KZ. | At dossier submission |
| Int'l Program Fee Phase II                        | $5325 Assistance with State Department visa forms, guides in KZ, attorney’s fees, government fees, and court interpreter. | Prior to 1st trip   |
| <strong>Translation and Document Expenses</strong> | $4400 # | Expenses associated with compiling an adoption dossier, translating the dossier into Russian and Kazak, notarization and translation of documents required by court, child's passport, adoption certificate, and notarization and authentication expenses. Expenses for documents obtained in the US will be paid directly to third parties by adopting family. Expenses for documents obtained in KZ will be paid through Cradle of Hope. | At dossier submission |
| <strong>US Third Party Fees and Estimated Expenses</strong> |  |  |  |
| Homestudy | $2250 | 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. | At application |
| USCIS I-800A and I-800 | $945 | Fees for filing required immigration applications for child. Fee will be higher if there are additional adult members of household. Paid to USCIS. | Upon completion of homestudy |
| Hague Accreditation Fee* | $500 | Fee for the US State Department accrediting authority. Paid through CHAC. | Upon application |
| Online Adoptive Parent Classes | $200 # | Fee for Hague required adoptive parent education classes, paid directly to provider | At application |
| <strong>Post-Adoption Reports</strong> | $1950 # | Six required agency reports, fee paid to homestudy agency | At dossier submission |
|  | $750 | Self-reporting deposit, paid to CHAC, refunded in full upon timely submission of all reports required by KZ. | At dossier submission |
|  | $850 | Includes processing, translation and notarization of 6 required post-adoption reports in first three years after placement (3 sets of each report). Paid to CHAC. | At dossier submission |
| <strong>KZ Third Party Fees and Estimated Expenses</strong> |  |  |  |
| KZ travel visas | $320 # | Per couple, paid to KZ Consulate | Prior to travel |
| Parents’ international airfare | $7500 # | Per couple, paid directly to airline or travel agency ($3000 per couple per trip, two trips, plus one parent on 3rd trip) | Prior to travel |
| Child’s int’l airfare to US | $1000 | One-way international flight to US. Paid to travel agency or airline. | Prior to final trip |
| Food/Lodging/ travel and transportation in KZ | $4900 # | Hotels, flights/trains between cities, ground transportation within cities and miscellaneous travel costs for two parents and one child, higher for additional travelers. | Prior to travel for each trip |</p>
<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
<th>Description</th>
<th>Payment Timings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Driver and Translator</td>
<td>$5880</td>
<td>Paid through CHAC or directly to hotels. Includes estimate for 6 weeks in a furnished apartment, 1 week in a hotel in Astana and a budget of $50 per day for food.</td>
<td>Prior to each trip</td>
</tr>
<tr>
<td>Child’s Medical Exam</td>
<td>$200</td>
<td>At KZ medical clinic designated by US Consulate. Paid directly to provider.</td>
<td>Paid on 3rd trip</td>
</tr>
<tr>
<td>Money transfer fees @</td>
<td>$150</td>
<td>Fees for transfer of and exchange of funds from US to KZ. Paid through CHAC.</td>
<td>Prior to final trip</td>
</tr>
<tr>
<td><strong>TOTAL ESTIMATED FEES &amp; EXPENSES:</strong></td>
<td>$56,520</td>
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</tbody>
</table>

*Accreditation fee is paid to CHAC and forwarded to accreditation authority.

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

@ KZ internal travel arrangements can be booked by and paid through CHAC.

Note 1: Fees are paid in increments as the adoption progresses. Fees represent payment for services rendered and are non-refundable, except that one-half of the application fee may be refunded if you decide not to proceed within two months of application. Fees are not waived or reduced except under extraordinary circumstances approved by the Executive Director.

Note 2: 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 5%).

Note 3: We can provide assistance with your fundraising efforts. For a list of adoption funding organizations, visit [http://www.cradlehope.org/financing-available/](http://www.cradlehope.org/financing-available/)

Note 4: Our Foreign Supervised Provider in Kazakhstan is Dina Zhussupova.

Note 5: No fees are charged for care of the child.

Note 6: CHAC does not charge additional fees beyond those disclosed above.
SUMMARY OF CHAC ADOPTION POLICIES AND PROCEDURES
10/20

Purpose

The purpose of Cradle of Hope’s adoption programs, including domestic, intercountry, and parental placement, is to assist children who are in need of permanent, loving, adoptive families to become adopted.

Our Mission and Philosophy

Cradle of Hope believes every child deserves to have a family that will offer unconditional love and help him reach his full potential. Therefore, our primary purpose is to provide nurturing, secure and permanent homes for children who need them. CHAC is dedicated to the success of each adoption we undertake, a goal best achieved with the knowledge and sensitivity that comes from our staff's personal and professional experience with adoption. When done with compassion and competence, we believe there is no better way to build families than through international adoption.

Adoption Education

All families must complete a minimum of 10 hours of pre-adoption education relevant to the type of adoption they are planning. 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.

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Fees

Placement fees in our China program are approximately $20,000 plus document, third-party, travel, and orphanage donation expenses. Placement fees in our Kazakhstan program are approximately $24,000 plus document, translation, third-party and travel 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 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.

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).

Parent Education and Training

All families are required to undergo at least 10 hours of parent education and training (12 hours for families adopting from China). CHAC may exempt PAPs from all or part of the education and training if we determine that the PAPs have previously received adequate training or have prior experience as parent(s) of children adopted 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 application fee is refundable if a family decides not to proceed within two months of submitting application. All other fees, which are paid in installments as the adoption progresses, 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.

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.

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.

**Vendor Services**

CHAC does not have any corporate, financial or familial relationships with vendors of non-adoptive 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.
ADoption Services agreement - Kazakhstan

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 DC, 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 officials in countries of origin 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 information provided by 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 fees will have been earned and will not be refunded.

7. **CHAC Fees:** Fees are paid in increments as the adoption progresses. Fees represent payment for services rendered and are non-refundable, except that one-half of the application fee may be refunded if you decide not to proceed within two months of application. Fees are not waived or reduced except under extraordinary circumstances approved by the Executive Director. Client agrees to pay CHAC a placement fee of $24,400 in connection with the adoption of one child. Fees will be higher for siblings and determined on a case by case basis. This fee will 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 donations or foster care costs are applicable to some programs. Client understands that no further case progress will occur until all fees are current.

8. **Additional Expenses:** Client understands that the following expenses are not included in CHAC’s fees and are 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 Kazakhstan requires post-adoption reporting on the progress of the adoptive placement until the child is 18 years old. Client agrees to contract with their homestudy or other local adoption agency for formal post-adoption supervision for reports as required by Kazakh authorities. 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 dossier submission. 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 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 IAAME, the accrediting entity 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 12/20