



ADOPT FROM GHANA!



HISTORY OF CRADLE OF HOPE

Cradle of Hope Adoption Center was founded in 1990 by Linda Perilstein, its Executive Director. Linda and her husband are adoptive parents of a son born in Virginia and a daughter born in Romania. An attorney by training, Linda turned her focus to helping other families adopt and formed a nonprofit, licensed adoption agency. In the past 34 years, Cradle of Hope has placed more than 3600 children from Romania, Russia, Ukraine, Belarus, China, Guatemala, Ghana, Chile, Paraguay, Republic of Georgia, Peru, Liberia, Nigeria, Kazakhstan, and the U.S. Cradle of Hope is a nonprofit, Hague accredited adoption agency licensed in Maryland, Virginia and the District of Columbia. Cradle of Hope is excited to again work in Ghana so that more Ghanaian orphans can know the love of a family.

HISTORY OF GREENFIELD FOUNDATION (FOREIGN SERVICE PROVIDER)

Our Foreign Service Provider in Ghana is Greenfield Foundation, a charitable organization that raises funds and runs volunteer programs to help disadvantaged communities in Africa, in both rural and urban settings. Greenfield Foundation was originally established in 2013 by Gideon Korda, a Ghanaian attorney, under the laws of Ghana. Gideon is the Project Director and is committed to ensuring the success of all Greenfield Foundation projects. Greenfield Foundation was accredited earlier this year by Ghana's Ministry of Gender, Children and Social Protection, Ghana's Central Authority under the Hague Convention, to provide adoption services. It has completed successful placements with several families from Italy.

Main Office
VA Office
DC Office

8630 Fenton Street, Suite 310
1934 Old Gallows Rd, Suite 350
1629 K Street NW, Suite 317
info@cradlehope.org

Silver Spring, MD 20910
Tysons Corner, VA 22182
Washington, DC 20006
www.cradlehope.org

301.587.4400
703.352.4806
202.466.0973

ELIGIBILITY CRITERIA

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. Single heterosexual women of Ghanaian heritage and heterosexual couples married for at least two years are eligible to adopt from Kazakhstan. PAPs must be in good health. Depression or anxiety well controlled by medication may be acceptable. PAPs must be financially stable and have sufficient income/net worth to afford the cost of the adoption and raising a child. PAPS should have no criminal record, no history of domestic violence, drugs or alcohol abuse although minor violations may be accepted. Married PAPs may have no more than 5 minor children in the home. Single PAPs of Ghanaian heritage can adopt in Ghana but may have no more than 2 children in the home.

CHILDREN AVAILABLE:

Children ages 2 to 10 years old are available. Children will have mild to moderate medical issues and/or developmental delays. Medical and developmental information is provided as well as photos and video. Sibling groups are also available.

TRAVEL REQUIREMENTS

Ghana requires PAPS to spend 30 days in country, getting to know the child. At the end of that period, your adoption petition will be filed in court. If you are lucky, you will have a quick court date and then go home. If you are unlucky, the judge will schedule your court date two weeks later, in which case our FSP will represent you at the court hearing. After the adoption paperwork has been processed, at least one parent will return to Ghana to appear at the US Embassy to receive the child's immigrant visa and bring the child home.

Attached you will find additional information on the adoption process in Ghana, adoption fees and estimated expenses, Cradle of Hope's policies and procedures, and a copy of our Adoption Services Agreement. Please contact us if you have questions or would like to discuss the program.

We look forward to hearing from you.

Linda Perilstein, Executive Director
lperilstein@cradlehope.org



Cradle of Hope

Adoption Center, Inc.

GHANA ADOPTION PROCESS

11/25/24

1. Submit your adoption application to Cradle of Hope.
2. Begin the homestudy process with a Hague accredited adoption agency in your state. Cradle of Hope will provide homestudy services for families in DC, MD and VA. Most families will need 3 to 4 months to complete their homestudy.
3. While working on your homestudy, collect the documents required for your dossier.
4. When your homestudy is completed, prepare and file your I-800A with USCIS, and wait 2 to 3 months to receive approval.
5. Our Foreign Supervised Provider (FSP), Greenfield Foundation, will submit your complete dossier to Ghana's Central Adoption Authority (CAA).
6. Receive a match from the Central Adoption Authority, which could take 2 to 6 months.
7. Once you accept the referral, submit your I-800 to USCIS, then wait for USCIS to send their I-800 and Article 5 approvals to the US Embassy in Accra.
8. Travel to Ghana to meet the child and begin your one-month mandatory in-country bonding period. Travel dates must be coordinated with Department of Social Welfare (DSW). A DSW social worker will visit you a few times to check on the child's transition to your family. One adoptive parent must be in Ghana throughout the one-month mandatory bonding period but both parents are not required to stay the whole time. At the end of the bonding period, you can return home. The child will be cared for by a licensed foster family under the support and supervision of our FSP.
9. The DSW social worker submits a post-bonding report and a court date is usually scheduled about 2 – 3 weeks later.
10. Both parents return to Ghana for 7 – 10 days to attend court hearing, visit with child, and then return home. Alternatively, you can sign a Power of Attorney and Greenfield Foundation will represent you in court.
11. The court will issue the adoption decree soon after the order is granted, after which the FSP will apply for the Article 23 form from the CAA which signifies the completion of the adoption.

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12. The FSP will obtain the child's new post-adoption birth certificate, passport, legalization of documents and the required medical clearance from a US Embassy-approved medical facility in Accra.
13. Your visa appointment at the US Embassy will be scheduled and you will return to Ghana for 1 to 2 weeks. After the appointment and the collection of all required documents, you will bring your new son or daughter home.
14. Post-adoption reports are required at 6 months, 12 months, 18 months, 24 months and then annually for years 3, 4 and 5. Reports will be submitted to Cradle of Hope for forwarding to our FSP who will file them with the Ghanaian Central Adoption Authority.
15. The child's Certificate of US Citizenship will automatically arrive in the mail.



GHANA STATEMENT OF FEES AND ESTIMATED EXPENSES – One Child

12/4/24

FEES/ESTIMATED EXPENSES	FEE	PURPOSE	PAID WHEN? ## (from date of application)
Adoption Fees in the US (CHAC Agency Fee \$7000)			
Agency Fee Phase I (Application Fee)	\$1500	Application fee. Includes, but not limited to, intake process, orientation, administrative and operational overhead.	At application
Agency Fee Phase II	\$3000	Includes, but not limited to, maintaining adoption files and related procedures, home study review, USCIS I-600A guidance, parent preparation/support for adoption process, managing compliance with Hague process and accreditation requirements, and administrative/operational overhead.	At dossier submission (approx. 4-5 mos)
Agency Fee Phase III	\$2500	Assisting clients with dossier preparation, supervising the work of our Foreign Supervised Provider (FSP), maintaining contact with clients, overseeing the progress of the adoption, maintaining accreditation with CEAS, and meeting the requirements of US Dept of State, USCIS, US accreditation and licensing officials.	Prior to travel (approx. 6 months)
International Program Fee (\$12,500)			
International Program Fee Phase I	\$4000	Includes fees collected by Ghana's Central Authority attorney to handle child's relinquishment and court process, (FSP) services & compensation, assistance with dossier preparation, communication with Ghanaian officials and attorney, orphanage support for children who are not adoptable.	When dossier is sent to Ghana (approx. 4-5 mos)
International Program Fee Phase II	\$4000	Includes, but not limited to, administrative/operational overhead for agency's FSP, communication with US Embassy, assisting family with travel logistics, child's pre-adoption birth certificate, post-adoption birth certificate, child's passport, child's	When a child match is received, approx. 2-4 months after dossier log-in

		medical exam, and FSP's services & compensation, orphanage support and submitting post-adoption reports.	
International Program Fee Phase III	\$4500	Includes, but not limited to, coordination of travel logistics, support of clients while in Ghana, required interaction with the US Embassy on the family's behalf, processing of post adoption reports, and administrative/operational overhead.	Prior to travel (approx. 6 months)
US Third Party Fees and Estimated Expenses (paid directly to third party unless otherwise noted)			
Hague Accreditation Fee*	\$815	Per child fee for US State Dept's accrediting authority. Paid through CHAC	At application
Home Study	\$2250 #	Fee for home study by an adoption agency licensed in client's home state. For DC, MD, and VA families, CHAC home study fee is \$1900. Paid to home study agency.	At application
Online adoptive parent classes	\$200 #	Fee for Hague required parent parent-preparation coursework. Paid to online provider.	During homestudy
Post-adoption supervision and reports	\$1050 #	Fee for three supervisory home visits by home study agency at 1, 6, and 12 months after placement. Paid to home study provider.	Prior to travel
USCIS I-600A and I-600	\$945	Fees for filing required immigration applications. Fee will be higher if there are additional adult members of household. Paid to USCIS.	Upon submission to USCIS
Ghana Third Party Fees and Estimated Expenses (paid directly to third party unless otherwise noted)			
Ghana multiple entry visas	\$200 #	Fees for Ghanaian multiple entry visas for two travelers, will be higher for additional travelers. Paid to Consulate of Ghana in US.	Prior to travel
Parents' international airfare	\$2000#	Round trip international flights between US and Ghana for two travelers, will be higher for additional travelers. Paid to travel agency or airline.	3 months after dossier is sent
Child's international airfare	\$1000#	One-way international flight to US. Paid to travel agency or airline.	When arranging travel

Food/Lodging/ travel and transportation in Ghana	\$1500#	Furnished home/apt, transportation between and within cities, meals and miscellaneous travel costs for one parent and one child, higher for additional travelers. Paid directly to service providers under the supervision of FSP.	When arranging travel
Foster Care	\$700	Foster care for 2 months while adoption is being completed under the supervision of FSP.	When in Ghana
Child's Embassy medical	\$140	Medical exam required by US Embassy prior to visa issuance. Paid through FSP since doctor cannot receive payment directly from family.	When in Ghana
Child's US immigrant visa	\$325	Fee for child's US immigrant visa. Paid to US Consulate in Ghana	When in Ghana
TOTAL FEES AND ESTIMATED EXPENSES:	\$30,625		

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

Estimated figure. Actual amounts will vary depending on specific costs/expenses in your child's adoption and for your expenses in the US, travel to and within Ghana.

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

Note 1: Fees are paid in increments as the adoption progresses. Fees represent payment for services rendered and are non-refundable. 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/>

Note 4: Our Foreign Supervised Provider in Ghana is Greenfield Foundation.

Note 5: CHAC does not charge additional fees beyond those disclosed above.

ACKNOWLEDGEMENT

I/We have reviewed the Statement of Fees and Estimated Expenses in Cradle of Hope's Ghana program and understand and accept the fees and estimated expenses as described above.

Client

Date

Client

Date



GHANA ADOPTION SERVICES AGREEMENT

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

CHAC is a non-profit organization licensed in 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: Client agrees to pay CHAC an Agency Fee of \$7,000 and an International Program Fee of \$12,500 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. 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 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 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 Ghana requires post-adoption reporting on the progress of the adoptive placement at 6 months, 12 months, 18 months, 24 months, 3 years, 4 years and 5 years from the date of placement. Client agrees to contract with their homestudy or other local adoption agency for formal post-adoption supervision for reports as required. 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.

Read and Initialed

_____/_____

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 12/24