

# **CHINA ADOPTION WITH LOVE, INC.**

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USA

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## **SERVICE AGREEMENT**

This is an agreement, effective \_\_\_\_\_(date), between China Adoption With Love, Inc., a licensed adoption agency in Massachusetts located at 251 Harvard Street, Room 19, Brookline, MA 02446, hereafter referred to as Party A, and \_\_\_\_\_(name), residing at \_\_\_\_\_(address), hereafter referred to as Party B.

This agreement is effective for two years since it is signed by both parties.

Party A shall provide Chinese adoption services to Party B. For this consideration, the parties agree as follows:

1. **Services.** Party A shall provide the following services:

- Home study preparation and approval
- Document preparation
- Communication and coordination with China Center of Adoption Affairs and Child Welfare Institutes
- Facilitating final adoption in China
- Post adoption and post adoption reports as requested by the Chinese government

2. **Risks.** Party B is fully informed by Party A that there are general risks which may or may not be known to Party B, Party A, its staff, or others involved in assisting in the matter. Party B understands that notwithstanding the best efforts of Party A and its staff and others involved, all risks will not be knowable or known. However, as significant risks become known to Party A, Party B shall be able to review their possible relationship to an adoption placement.

3. **Medical concerns.** In terms of medical concerns, Party B is informed by Party A that there presently exists the following known risks:

- a) Party A facilitates adoptions of children in Social Welfare Institutes who were often abandoned in the first several days of their lives. There is no family medical history or prenatal medical record available.
- b) Of mandatory physical examinations conducted by hospitals/clinics authorized by the China Center for Children's Welfare and Adoption and the American Consulate for visa purpose, there is no genetic testing. For Hepatitis B and HIV, the testing sometimes is not reliable. No lead testing is conducted in China prior to placement. Some children in group living or foster care setting may have suffered physical, emotional and sexual abuses and may have emotional and psychological disorders. Party A will be free of any liability in connection with the medical condition of the child to be adopted, as well as any errors or omissions in the information that are provided by the China Center of Children's Welfare and Adoption and the Chinese social welfare institutions.
- c) Further, Party B understands and agrees that Party A cannot predict an adopted child's future

personality, medical problems, learning capacities, appearance and characteristics and will not accept any liabilities so related.

- d) Party A cannot guarantee a new assignment if Part B declines an assignment based on medical or non-medical reasons and the Chinese governments do not agree with the reasons.

**4. Finalization of adoption.** Party B is informed by Party A that there are risks, either known or unknown, that may, at any time before the adoption is legalized and finalized in China, impair, delay, or preclude the readiness of availability of an assigned child for adoption. While Party A shall make every reasonable effort to see that said child is both ready and available for adoption, Party A is not able to guarantee that, given the nature, extent and variability of whatever risks might be involved, the said child is ready and available for adoption.

**5. Home study and post adoption fees.** For the home study and post adoption services, the service fee is \$4,720. This payment is due prior to the start of the home study. The home study fee of \$2,500 is not refundable under any circumstance. \$2,220 of this fee is for post adoption service and is refundable if Party B withdraws before placement. The family must also reimburse the social worker for mileage costs (49 cents per mile) for all roundtrip visits to the home for the home study, and 1 roundtrip visit for each post placement report. Mileage costs will be paid directly to the social worker at the visit. The original home study is valid for a year. If, for whatever reason, your home study expires prior to the date of referral or if there is any major change in your status (i.e. health, job change, move, etc), you are required to have a home study update. The home study update fee is \$500. The fee will be \$1,000 if the home study and supporting documents are expired.

**6. Agency and administrative fees.** China Adoption with Love, Inc. charges a total fee of \$4,800, for the following services other than the home study but not limited to: personnel costs, administrative overhead, operational costs, training and education, communications and publication costs, costs for obtaining, translating, or copying records or documents required to complete the adoption, and any other costs related to providing adoption services in the United States.

**Payment Schedule:** The fees will be paid in three separate installments; a) Payment One in the amount of \$200 is due at the time of applications, b) Payment Two in the amount of \$3,900 is due at the time USCIS approval is received, and c) Payment Three in the amount of \$700 when a family received their Letter of Approval from the CCCWA. **All payments shall be written to China Adoption With Love, Inc., under no circumstances the cash payment is allowed.**

***These fees are non refundable.*** If the family decides to switch to a different agency after I-800A approval is received, than they will still have to pay the agency fee of \$3,900, as this covers costs already accrued to the agency that far in the process. The agency cannot guarantee a new assignment if the family declines an assignment based on medical or non-medical reasons and the Chinese governments do not agree with the reasons. In this situation, **the remaining amount of the \$700 is refundable after deducting all expenses that have accrued to the agency since the first assignment was received by the agency from CCCWA. The expense items include long distance communication, mailing, tests and assessments, doctor trips, labor, etc.**

**7. Delays.** Party B is responsible for keeping Party A, including its social workers, informed of any reasons for delay anywhere in the process. This includes, but is not limited to, submitting an application and then remaining inactive (for more than 6 months), delaying the home study process (taking longer than 3 months to complete), or needing to prolong the referral wait time or travel time. Should a file remain inactive without completing a home study, defined as having no contact from the family either through correspondence or documentation, for 6 months or more, Party A maintains the right to close the file. If after a file has been closed, Party B wants to re-activate the file, Party B must submit another application and \$200 application fee.

**8. On-Hold.** If Party B wishes to formally put their file on hold prior to sending their dossier to China, Party A can place their file on-hold for up to one year. Party B is responsible for notifying Party A of when they wish to

re-activate their file. If more than 6 months passes after the on-hold period with no contact from Party B, Party A will close the file.

**9. Postponement.** If Party B wishes to formally postpone their adoption once their dossier has been sent to China, they must submit a request in writing that includes the reasons for postponement. CCCWA sets the limit to postpone to 6 months. Following the postponement period, Party B must complete a home study update along with other dossier documents as requested by CCCWA. These documents must be certified and authenticated and sent to CCCWA by Party A. The fee for updating the home study following postponement is \$1000.

**10. Discontinuation.** Party A maintains the right to stop or postpone Party B's adoption application after their dossier is sent to China, if any of the following situations occurs: a) change of marital status; b) crime committed; c) information withheld and/or dishonesty to this agency; d) negative change of financial status. At the same time, Party B has the right to discontinue the adoption without the consent of Party A for any reason. Under the above circumstances, however, the administrative fee paid to Party A by Party B is not refundable.

**11. Expiration dates.** Party B is responsible for keeping track of their document and fingerprint expiration dates. This includes, but is not limited to, dossier documents that must be less than 12 months old at the time they are sent to China (criminal records, employment verification, physical exams, financial statement, letter of application and commitment, and home study), home study (valid for one year in most states), fingerprints, and USCIS approval (valid for 15 months).

**12. Post adoption requirements.** Party B shall be responsible for contacting the social worker/home study agency for the first 3 post placement reports, at the 6 month, 12 month, and 2 year mark after adopting. The first 3 reports will require a home visit with the social worker. The social worker will submit a written report to CAWLI with 8 printed photos. The final 3 reports can be written by the parents themselves, and do not require a home visit with the social worker. For each self-written report received, CAWLI shall reimburse \$357 to the family. Party B shall keep Party A informed of any changes in family address, marriage, criminal record, employment, and the adoptee's American citizenship application status within two years of adoption. In case of child abuse claims, Party B shall notify Party A within 12 hours.

13. When necessary because of a disruption before final adoption, assuming custody and providing child care or any other social services pending an alternative placement 96. :

**A, In case of disruption in China before returning to the states:**

(1) The Chinese governments at all levels shall decide not to continue the adoption if you commit crimes in China during the adoption period, or if they decide you are unable to complete the interview process for whatever reason (i.e. answering questions in the insulting and offensive manner), or you cause injury or death of a child; You can decide not to continue the adoption process for ANY personal reasons.

(2) In any circumstances, YOU will assume all legal and financial responsibility for transfer of custody in an emergency or in the case of impending disruption and for the care of the child;

**B, In case of dissolution in the States:**

(1) China Adoption With Love, Inc. shall assume custody and providing child care and other social services pending an alternative placement, after one full year of the Chinese adoption. If the child is 6 years old and older, the adoptive family and the child shall decide if it is in the child's best interest to place him or her with Department of Social Services programs.

(2) YOU shall be responsible for transfer the child to China Adoption With Love, Inc. and bear all the financial responsibility, including transportation, food and board, the child's medical examination and treatments, counseling, child care and other social and educational services, for up to twelve months after the transfer

(3) In matching the child with another prospective adoptive family, the agency shall consider the child's wishes, age, length of time in the United States, and other important factors

(4) China Adoption With Love, Inc. shall inform the China Center of Children's Welfare and Adoption and the Hague Convention Accreditation body.

14. **Attachments:** all Attachments and the informational package is part of this Agreement.

14. **Disputes.** Disputes shall be handled by the Massachusetts's court system.

\_\_\_\_\_  
Adopting Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adopting Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature - CAWLI

\_\_\_\_\_  
Date