

THANK YOU FOR YOUR INTEREST IN ADOPTION AT SPENCE-CHAPIN!

Spence-Chapin's international adoption programs are in Bulgaria, Colombia and South Africa.

We have made it our mission to find families for the children who are in the greatest need of adoption- school-age children, sibling groups, and children of all ages with special needs. We are a non-for-profit Hague accredited organization with over 40 years of international adoption experience.

The purpose of this packet is to provide accurate and transparent information about international adoption at Spence-Chapin. Our team is available by phone, email, webinar, and in-person meeting to answer your questions about adoption at Spence-Chapin. You have a right to certain information according to laws governing adoption practices, please see the enclosed packet for this information.

Enclosed:

- a) Adoption Program Grid
- b) International Adoption Program Overviews
- c) Role of Foreign Providers in International Adoption
- d) International Adoption Agreement
- e) How to Complain to Spence-Chapin

Request for Information

The following information is available upon request: the number of its 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; the number of parents who apply to adopt on a yearly basis, based on data for the prior three calendar years; and the number of children eligible for adoption and awaiting an adoptive placement referral via the agency.

Non-discrimination Statement

The directors of the Agency and staff of the Agency and any agency representatives shall be prohibited from receiving preferential treatment in application for and receipt of the Agency's services. Spence-Chapin promotes equal opportunity for all clients by complying with local, state and federal laws and regulations. We do not exclude, deny applicants, or otherwise discriminate on the basis of actual or perceived race, ancestry, color, religion, creed, gender, sexual orientation, gender identity or expression, national origin, age, disability, genetic predisposition or carrier status, HIV status, alienage or citizenship status, pregnancy, marital status or partnership status, caregiver status, status as a victim of domestic violence, military status, veteran status or any other basis protected by federal, state or local laws. Our policies and practices are intended to ensure that all clients are treated equally.

Visit our website to sign up for a free Adoption 101 webinar!

www.spence-chapin.org

Contact our Adoption Team!

Call 212-400-8150

E-mail info@spence-chapin.org



Adoption Program	Children Waiting To Be Matched	Adoptive Parent Requirements	Professional Service Fee	Waiting Time To Be Matched With A Child	Travel
INTERNATIONAL Bulgaria Waiting Child <i>At this time, Spence-Chapin will only be recruiting families in this program for specific waiting children.</i>	Children ages 0-10 with special needs, including sibling groups of up to 2 between the ages of 2-10 Children with medical needs such as unpredictable or unknown developmental delay, cerebral palsy, hydrocephalous, microcephaly, epilepsy, polymalformative syndrome, blindness, spina bifida, autism spectrum disorder, and down syndrome	Heterosexual married and unmarried couples, single men and women living throughout the United States. Applicants 55 and older should consult with Spence-Chapin. Mental health and medical conditions will be considered on a case-by-case basis. No recent/significant legal history.	\$16,000 Networking* \$18,500 NYC area Country and immigration fees additional	Families will be recruited for specific waiting children, there is no wait time to be matched with a child. The entire process is estimated to take 12-18 months.	Two trips of 7-14 days each First trip approximately 8-10 months after submitting Letter of Intent, second trip 3-4 months later
INTERNATIONAL Colombia Waiting Child <i>At this time, Spence-Chapin will only be recruiting families in this program for specific waiting children.</i>	Children ages 0-10 with special needs, including sibling groups of up to 2 between the ages of 2-10 Children with medical needs including unpredictable or unknown developmental delay, physical disabilities and Down syndrome.	Single men and women, married and unmarried couples, heterosexual and LGBTQ parents living throughout the United States. If intending to adopt a child 0-8, applicants should be under 50. Applicants 55 and older should consult with Spence-Chapin. Mental health and medical conditions will be considered on a case-by-case basis. No recent/significant legal history.	\$16,000 Networking \$18,500 NYC area Country and immigration fees additional	Families will be recruited for specific waiting children, there is no wait time to be matched with a child. The entire process is estimated to take 12-18 months	One trip of 4-6 weeks Approximately 12-18 months after submitting Letter of Intent
INTERNATIONAL Colombian Heritage	Medically healthy boys and girls ages 0-10, including sibling groups between the ages of 2-10.	Single men and women, married and unmarried couples, heterosexual and LGBTQ parents living throughout the United States. Families applying to this program must have a Cedula. Colombian heritage families 25-45 years old must at least be open to a specified age range of 0-4 yrs and 11 months at the time of referral. Families 46-50 years old may apply to adopt a child 5 - 9 years old. Mental health and medical conditions will be considered on a case-by-case basis. No recent/significant legal history.	\$13,750 Networking* \$16,250 NYC area Country and immigration fees additional	Approximately 18-24 months after dossier submission***	One trip of 4-6 weeks Approximately 3-4 months after acceptance of referral
INTERNATIONAL South Africa	Boys and girls 12 months to 10 years old with medical needs such as HIV, unpredictable or unknown developmental delay Families are not permitted to gender specify.	Single men and women, married and unmarried couples, heterosexual and LGBTQ parents living throughout the United States. Applicants 48 and older should consult with Spence-Chapin. Mental health and medical conditions will be considered on a case-by-case basis. No recent/significant legal history. South Africa requires that families adopt within birth order. Families with 4 or more children will not be eligible to adopt from South Africa.	\$16,000 Networking* \$18,500 NYC area Country and immigration fees additional	Approximately 24 months after dossier submission***	One trip of 4-6 weeks Approximately 3-5 months after acceptance of referral
Domestic Special Needs (ASAP)	Boys and girls, typically infants under 6 months old, occasionally toddlers and older children. Children are medically fragile. Their conditions usually require therapeutic and/or medical interventions throughout the child's entire life.	Single men and women, married and unmarried couples, heterosexual and LGBTQ parents living throughout the United States. Applicants 50 and older should consult with Spence-Chapin. Mental health and medical conditions will be considered on a case-by case basis. No recent/significant legal history.	No placement fee Home study fee additional	Varies depending on children in care and family's child request	Families will need to travel to the NY/NJ metropolitan area
Domestic Infant Adoption (DAP)	Boys and girls, typically infants under 8 weeks old. The babies in this program reflect the racial and ethnic diversity of the greater New York City area. Most children are of African American and Latino backgrounds.	Single men and women, married and unmarried couples, heterosexual and LGBTQ parents living in New York or New Jersey. Applicants 50 and older should consult with Spence-Chapin. Mental health and medical conditions will be considered on a case-by case basis. No recent/significant legal history.	\$46,000	Approximately 24 months	Families will need to travel within the NY/NJ metropolitan area

Spence-Chapin is a licensed and accredited nonprofit organization that has been offering quality adoption services for more than 100 years. Our mission is to help find loving families for children whatever their needs or circumstances and provide counseling and support for all children and the families to whom they have been born or entrusted

***Networking:** adoptive families living outside of New York City, Westchester/Hudson Valley, Long Island, and northern New Jersey. These families will complete their home study with an approved home study provider in their local community. **NYC Area/Local:** families living within New York City, Westchester/Hudson Valley, Long Island, and northern New Jersey and will complete their home study with Spence-Chapin.

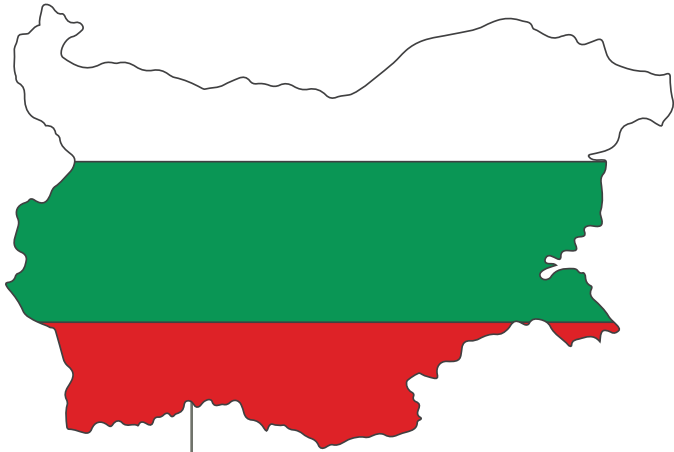
Please note: All international and special needs adoption programs are available to families living throughout the United States. Spence-Chapin is committed to lowering the financial barriers to adoption whenever possible. Families adopting through Spence-Chapin have access to **Your Adoption Finance Coach**, which provides adoptive families with the tools they need to create a customized financial plan to fund their adoption. Adoptive families should anticipate various expenses including the adoption application fee, home study fees, the country program fee, and the cost of travel. Spence-Chapin can provide detailed fee information for each adoption program upon request.

****Dossier Submission:** All international programs require specific documents and forms for inclusion in an adoption application, which is considered a dossier. Wait time to be matched with a child begins after the dossier is registered by the country.

Spence-Chapin promotes equal opportunity for all clients by complying with local, state and federal laws and regulations. We do not exclude, deny applicants, or otherwise discriminate on the basis of race, ancestry, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, disability, citizenship, military service obligation, veteran status or any other basis protected by federal, state or local laws. Our policies and practices are intended to ensure that all clients are treated equally.

This is intended as a guide to adoption Information and is subject to change at anytime. Please contact our team at 212-400-8150 for the most current adoption program details.

BULGARIA WAITING CHILD PROGRAM



OVERVIEW

Spence-Chapin has been working in Bulgaria since 1995 and currently partners with ANIDO, a highly reputable non-governmental organization. Bulgaria is a Hague country where the Ministry of Justice oversees inter-country adoptions. Most children in need of adoption live in state-run institutions, small group homes or foster care.

Through ANIDO, Spence-Chapin receives profiles of identified waiting children in Bulgaria who are available to be matched with a family immediately. Please visit the waiting child page of our website to learn more about individual waiting children in Bulgaria.

WAITING CHILDREN

- Boys and girls ages 0-10 years old with special needs
- Toddlers and children with significant medical needs, including autism spectrum disorder, Down syndrome, cerebral palsy, unpredictable or unknown developmental delays
- School-age children, including siblings
- Some children have physical and/or intellectual disabilities
- Children reflect the full range of ethnicity that exists in Bulgaria and are primarily of Roma or Turkish descent

PROGRAM DETAILS

- Heterosexual married and unmarried couples, single men and women living throughout the United States are eligible to adopt
- Applicants age 55 and older should consult with Spence-Chapin
- Families should be previously home studied or be willing to undergo additional pre-screening before entering the program
- 2 trips of 7-14 days to Bulgaria
- Post-adoption reports required at 6, 12, 18, and 24 months after the child comes home

LEARN MORE

Online: www.spence-chapin.org
Phone: 212-400-8150
Email: info@spence-chapin.org

COLOMBIAN HERITAGE ADOPTION PROGRAM



OVERVIEW

Spence-Chapin has been in partnership with the Instituto Colombiano de Bienestar Familiar (ICBF), the central adoption authority in Colombia, for over 20 years.

Children are cared for in professionally staffed adoption houses or foster families. Adoption houses have teams of social workers and psychologists that work with children around issues of grief, loss, and preparing for the transition into an adoptive home.

WAITING CHILDREN

- Boys and girls ages 0-10 years old, including sibling groups
- Children adopted through this program may have no identified special needs and a potential for normal growth and development
- Colombian heritage families must at least be open to a specified age range of 0-4 years and 11 months at the time of referral
- Children reflect the full range of ethnicity that exist in Colombia, including Latino, Afro-Colombian, and Amerindian

PROGRAM DETAILS

- Applicants applying to this program must have a Cedula
- Single men and women, married & unmarried couples, heterosexual and LGBTQ parents living throughout the United States are eligible to adopt
- Applicants over age 55 should consult with Spence-Chapin.
- Dossier submission to referral 18-24 months
- 1 trip of 4-6 weeks in Colombia
- Post-adoption reports required at 6, 12, 18, and 24 months after the child comes home

LEARN MORE

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SPENCE-CHAPIN
Services to Families and Children

COLOMBIA WAITING CHILD PROGRAM



OVERVIEW

Spence-Chapin has been in partnership with the Instituto Colombiano de Bienestar Familiar (ICBF), the central adoption authority in Colombia, for over 20 years.

Colombia is a Hague country where children are cared for in professionally staffed adoption houses or foster families. Adoption houses have teams of social workers and psychologists that work with children around issues of grief, loss, and preparing for the transition into an adoptive home.

Spence-Chapin receives profiles of identified waiting children in Colombia who are available to be matched with a family immediately. Please visit the waiting child page of our website to learn more about individual waiting children in Colombia.

WAITING CHILDREN

- Boys and girls ages 0-10 years old with special needs
- Toddlers and children with significant medical needs including Down Syndrome, unpredictable or unknown developmental delays
- School-age children, including siblings
- Some children have physical and/or intellectual disabilities
- Children reflect the full range of ethnicity that exists in Colombia, including Latino, Afro-Colombian, and Amerindian

PROGRAM DETAILS

- Single men and women, married & unmarried couples, heterosexual and LGBTQ parents living throughout the United States are eligible to adopt
- Applicants age 55 and older should consult with Spence-Chapin. If intending to adopt a child 0-8, applicants should be under 50.
- Families should be previously home studied or be willing to undergo additional pre-screening before entering the program
- 1 trip of 4-6 weeks to Colombia
- Post-adoption reports required at 6, 12, 18, & 24 months after the child comes home

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Adoption from **SOUTH AFRICA**



OVERVIEW

Spence-Chapin is one of three American adoption agencies accredited by the South African central authority and currently partners with Johannesburg Child Welfare, which has provided over a century of service to the children, families, and communities of Johannesburg.

South Africa is a Hague country where the Department of Social Development oversees inter-country adoptions. The children in South Africa typically live in orphanages that are run like small group homes or in foster homes. The children receive specialized medical care.

WAITING CHILDREN

- Boys and girls ages 18 months to 10 years old with special needs
- Toddlers and children with significant medical needs, including HIV and unknown or unpredictable developmental delays
- Children will reflect the full range of ethnicity that exists in South Africa
- Families adopting through this program need to be open to a child of either gender

PROGRAM DETAILS

- Single men and women, married and unmarried couples, heterosexual and LGBTQ parents living throughout the United States are eligible to adopt
- Applicants age 48 and older are considered on a case-by-case basis
- Dossier submission to referral approximately 24 months
- Travel approximately 3-5 months after acceptance of referral
- 1 trip of approximately 4-6 weeks in South Africa
- Post-adoption reports required at 6 and 12 months, and annually for 5 years after the child comes home

LEARN MORE

Online: www.spence-chapin.org
Phone: 212-400-8150
Email: info@spence-chapin.org

International Adoption Overseas Partners/Providers

This document outlines our partners and their roles in assisting families completing an international adoption through Spence-Chapin. Should you decide to apply to Spence-Chapin, a more specific document will be provided to you again for your review.

Bulgaria

Spence-Chapin's Foreign Service Provider, ANIDO, is responsible for dossier submission, arranging the adoption process in country, post-placement monitoring, post-adoption reporting, and handling disruptions prior to finalization.

The Bulgarian Central Authority, the Ministry of Justice, is responsible for securing the consent for termination of parental rights, making a determination of the best interest of a child, and handling disruptions prior to finalization.

The Bulgarian Central Authority, the Ministry of Justice, in conjunction with local social services are responsible for identifying a child for referral and preparing the background study of the child. The Local Court is responsible for making a determination of the best interest of a child and handling disruptions prior to finalization.

Colombia

Spence-Chapin's Colombian Foreign Service Provider, Carmen Elena Tamara, is responsible for arranging adoption process in country, post-placement monitoring, post-adoption reporting, and handling disruptions prior to finalization.

The Colombian Central Authority, ICBF, is responsible for the identification of child for referral to adoptive family and making a determination of the best interest of a child and the appropriateness of an adoptive placement.

South Africa

Spence-Chapin's Foreign Service Provider, Johannesburg Child Welfare (JCW), is responsible for identification of child for referral, securing the consent for termination of parental rights, background study on the child, making a determination of the best interest of a child, arranging adoption process in country, post-placement monitoring, post-adoption reporting, and handling disruptions prior to finalization.

The South Africa Central Authority and the Local Court are responsible for making a determination of the best interest of a child and handling disruptions prior to finalization.



ADOPTION AGREEMENT

THIS ADOPTION AGREEMENT (“Agreement”) is hereby entered into on this _____ Day of _____, 20__, by and between **SPENCE-CHAPIN SERVICES TO FAMILIES AND CHILDREN** (“Spence-Chapin”), a child-placing agency authorized by the State of New York and licensed by the State of New Jersey, and _____ (“Adoptive Parent(s)”), for the purpose of facilitating an international adoption in return for payment of Adoption Service Fees as set forth in Attachment A.

The Adoptive Parent(s) are defined as “full-service” families who reside within one hundred miles (100) from the New York City Spence-Chapin’s principally located office, 410 East 92nd Street, New York, New York, 10128 (“catchment areas”), or “networking” families who live outside of the catchment areas of Spence-Chapin. Pursuant to this agreement, full-service families are required to complete their home study process with Spence-Chapin and networking families are required to identify and contract with a local home study agency, accredited and approved to perform international home studies pursuant to federal and state laws, and who will serve as an Exempt Provider to Spence-Chapin subject to 22 CFR 96.2.

By signing this agreement below, Spence-Chapin and the Adoptive Parent(s) agree to work together to match a child(ren) available for adoption with Adoptive Parent(s) who have the desire and capacity to parent that child(ren). This shared goal is a complex undertaking that must be carried out in accordance with all applicable laws and regulations, specifically Hague regulations, state laws, and the laws and regulations of the Adopted Child’s Country of Origin (“Country of Origin”). Above all else, this undertaking must ensure that the best interests of the child(ren) are met. The adoption process can be a challenging one, and there is no guarantee that an adoption will be completed. However, Spence-Chapin and the Adoptive Parent(s) agree to engage in the adoption process with the goal of finding permanent family(ies) for the child(ren).

Spence-Chapin and the Adoptive Parent(s) acknowledge and agree as follows:

1. APPLICATION/HOME STUDY PROCESS. The Adoptive Parent(s) understand that they will only be considered for a placement of a child(ren) after they have successfully completed the home study process and have been approved as adoptive parent(s) by Spence-Chapin or another licensed and authorized adoption agency, and by the United States Citizenship and Immigration Service (USCIS). As part of the home study process, the Adoptive Parent(s) are required to complete a home study packet, submit to clearances, attend informational meetings, receive home visit(s), fulfill training and reading requirements, and comply with any other applicable laws and regulations. Spence-Chapin will be responsible for preparing a home study for the full-service families in accordance with all applicable conventions, laws, rules and regulations. Although Spence-Chapin will make every effort to carry out its obligations under this section in a timely manner, Spence-Chapin cannot guarantee a specific time frame for the completion of the application and home study process. For networking families, the Adoptive Parent(s) must contract with a local, licensed home study agency, who will serve as an Exempt Provider to Spence-Chapin to prepare their home study. Any documentation submitted in connection with the adoption application, whether it be by the Adoptive Parent(s) or by a third party, will not be returnable to the Adoptive Parent(s) regardless of whether or not the adoption process reaches finalization.

A. **Clearances.** The Adoptive Parent(s) understand and acknowledge that, as part of the home study process, the Adoptive Parent(s) and any adult (18 years of age or older) household members are required to undergo the following: (1) clearances through the state or country child abuse registry of any state or country where the Adoptive Parent(s) or adult household member has ever resided since the age eighteen (18); (2) FBI/state criminal history checks; (3) Vulnerable Persons Central Register check and (4) meet the standards promulgated by the child's Country of Origin. The Adoptive Parent(s) agree to cooperate fully with these requirements. In addition, as a condition of completing an international adoption, the Adoptive Parent(s) agree to work with Spence-Chapin to seek approval from USCIS.

B. **Education and Support.** The Adoptive Parent(s) understand and acknowledge that adoption has its own unique challenges with regard to the adjustment of both the Adoptive Parent(s) and the Adoptive Child(ren). In addition, families may face challenges with regard to the physical, mental, emotional, and psychological development of the Adoptive Child(ren). As part of the home study process, the Adoptive Parent(s) receive education and support concerning these issues, as well as issues relating to adoptive identity, ethnic identity, and cultural adjustment. The Adoptive Parent(s) agree to attend a series of meetings and sessions arranged by Spence-Chapin or their local home study agency, Exempt Provider. All families adopting from Spence-Chapin must participate in a minimum of nine (9) online courses. In addition, all full-service and networking families are required to attend a two (2) day in-person training session at Spence-Chapin's Manhattan office (during normal business hours) within the first year of signing of this Agreement; and (2) agree to an at least one (1) home visit during the home study with an agency worker; at which time, all adults and children residing in the home must be available to be interviewed.

The Adoptive Parent(s) understand and acknowledge that their education and preparation needs are assessed on an ongoing basis and that further training will be identified and assigned at the time of home study update(s) and at the time of review and acceptance of "referral." All families adopting from Spence-Chapin must comply with and participate in any identified training subsequent to the original home study process.

Spence-Chapin considers the process of education and preparation of the Adoptive Parent(s) to be paramount to a successful adoption. Spence-Chapin reserves the right to discontinue the adoption process in the absence of full attendance and meaningful participation in these steps of the process or if Spence-Chapin determines, in its sole discretion, that the approval of a particular applicant(s) as the Adoptive Parent(s) would not be in the best interest of an Adoptive Child(ren).

C. **Adoptive Parent(s) Home Study.** The Adoptive Parent(s) will be provided with a package of information that includes, among other things, forms for the Adoptive Parent(s) to fill out and requests for documentation that Spence-Chapin or the Exempt Provider will need in order to complete the home study. The requirements for specific documents may change from time to time. Adoptive Parent(s) should anticipate that new or updated information may be requested by Spence-Chapin or the Exempt Provider throughout the adoption process and that there may be unanticipated costs and expenses associated with these requests. In addition, Spence-Chapin shall identify the documents required by the Country of Origin (and their related costs) at the time of application and shall provide this information, as well as any changes in the

information, to the Adoptive Parent(s) in a timely manner. Documents submitted to Spence-Chapin, whether original or photocopies, are not returnable.

The Adoptive Parent(s) have an obligation to timely complete and provide all document(s) in preparation of a home study. Failure to submit document(s) within the allotted time-frames and absent acceptable delays may result in Spence-Chapin's denial of the adoption application or placement of the application on "hold" until and unless the delays are cured within the specified time-frames. In the event Spence-Chapin places a hold or denies the adoption application, the Adoptive Parent(s) will be responsible for the fees for all services rendered as specified in the Fee Agreement (Attachment A).

D. **Continuing Duty to Disclose.** The Adoptive Parent(s) agree to disclose accurately and truthfully, and in good faith, all information requested throughout the adoption process. Until such time as the adoption is finalized, the Adoptive Parent(s) and adult household members will have a continuing duty to immediately disclose any changes in the information provided, including, but not limited to, the following: pregnancy; miscarriage; adoption of another child; change of country of intended adoption; change of characteristics or number of children in child request; the addition or departure of another adult to the household; change of residence; substance abuse, serious illness or death of either Adoptive Parent or other individual residing in the Adoptive Parent(s)' home; a new medical or mental health diagnosis or any voluntary or involuntary hospitalizations related to either; marital discord and/or separation and/or divorce or initiation of divorce proceeding or change in domestic violence history; reluctance and/or ambivalence by either Adoptive Parent to adopt; an arrest, criminal charge and/or conviction, criminal or child welfare investigation of an Adoptive Parent or other individual residing in the Adoptive Parent(s)' home; loss of employment by either Adoptive Parent; or significant change in financial status.

Spence-Chapin and/or the Exempt Provider and/or the Adoptive Child(ren)s Country of Origin may revoke approval of the Adoptive Parent(s) based on, but not limited to, any changes in status listed above. In addition, the Adoptive Parent(s) who are pregnant or who become pregnant during the adoption process will have their case placed on hold. Following the birth of a child, the Adoptive Parent(s) will be required to wait one (1) year, (or longer if required by the Country of Origin) before resuming the adoption process. After the required waiting period, the Adoptive Parent(s) may begin the adoption process again. If more than one (1) year has lapsed following the birth of a child and the Adoptive Parent(s) have not contacted Spence-Chapin to resume the adoption process, Spence-Chapin will close the case and notify the Country of Origin. If the Adoptive Parent(s) wish to pursue adoption with Spence-Chapin *after* the case has been closed, the Adoptive Parent(s) will be considered new applicants and will be required to engage in the same process and pay fees as a new applicant. Any nondisclosure or misrepresentation by the Adoptive Parent(s) of a change in circumstance may be grounds for denial of the adoption application. The duty to disclose extends beyond finalization in the event of a dissolution of a finalized adoption.

E. **Child Preferences.** Spence-Chapin will inform the Adoptive Parent(s) regarding the typical characteristics of children that are associated with the particular Country of Origin. The Adoptive Parent(s) may choose the Country of Origin based on this information, as well as adoptive parent(s) eligibility criteria. In addition, the Adoptive Parent(s) may identify characteristics that they desire in an Adoptive Child(ren), such as nationality, age, and identified health issues provided that the Adoptive Parent(s) are approved during their home study process for their desired characteristics. While Spence-Chapin will request a child from the Country of Origin that meets the Adoptive Parent(s)' preferred characteristics, Spence-Chapin makes no representations, promises, and/or guarantees that a child having the requested characteristics will be available for adoption. Spence-Chapin does not allow parents to choose skin, eye, or hair color of the child. With the goal of finding families for children, Spence-Chapin asks families to be open to a child of either gender. Spence-Chapin, however, recognizes that in some circumstances when the best interests of the child is being promoted, gender preferences may be considered.

F. **Openness.** Spence-Chapin believes that the adoptive child(ren), birth parent(s), sibling(s), and adoptive parent(s) benefit from some degree of "openness," through the exchange of letters and photographs, electronic mail, telephone communication and/or face-to-face visits between the Adoptive Parents, Birth Parent(s), Siblings, and the Adoptive Child. Spence-Chapin understands, however, the challenges of having open adoption with Birth Parent(s) and/or Sibling(s) given limited availability of information and geographic location. To this end, Spence-Chapin, through its social work staff,

educates the Adoptive Parent(s) about the benefits of openness and encourages them to pursue a level of openness with which they are comfortable, and one which is plausible under the circumstances of their adoption.

2. MATCHING PROCESS. After the Adoptive Parent(s) have been approved through a favorable home study assessment, a child will be identified for the Adoptive Parent(s) according to the procedures set forth by the Country of Origin, as well as those mandated by applicable intercountry conventions. Such information will be conveyed to the Adoptive Parent(s) in the form of a “referral.”

A. **Time Frame.** The time frame within which the Adoptive Parent(s) can expect to receive a referral varies by Country of Origin. Moreover, receipt of a referral may be delayed by circumstances in the Country of Origin which are beyond Spence-Chapin’s control.

B. **Disclosure of Medical and Developmental Information.** At such time as the Adoptive Parent(s) receive a referral, Spence-Chapin will provide the Adoptive Parent(s) with all of the Adoptive Child(ren)’s relevant medical and developmental information **that Spence-Chapin has in its possession.** Spence-Chapin does not make any representations, promises, or guarantees that the information received on any child is complete and/or accurate, nor does Spence-Chapin make any representations, promises, or guarantees concerning the present or future health of any child. The absence of a specific diagnosis does not necessarily mean that the child is free of a particular problem or condition. A child’s actual medical, psychological, and developmental prognosis may be better or worse than it appears based on available information. Before making a decision whether to accept a referral, the Adoptive Parent(s) must consult with a pediatrician experienced in assessing and treating children available for adoption and submit his/her name and date of consultation to Spence-Chapin prior to acceptance of referral. As with any child, whether adopted or biological, there is no way to ensure their emotional and physical well-being throughout their life. For this reason, once the adoption is finalized, the adoption cannot be undone and the Adoptive Parent(s) will be solely responsible for the continuing care and treatment of the Adoptive Child(ren).

A child(ren) who has lived in an orphanage or foster care setting abroad is more likely to exhibit developmental delays and experience difficulty in transitioning to life with the adoptive family. Depending on the Country of Origin and individual circumstances, physical health problems may include, but are not limited to, malnutrition, failure to thrive, intestinal parasitic infections, fetal alcohol exposure, drug exposure and/or infectious diseases, such as Hepatitis B, HIV/AIDS, Syphilis or Tuberculosis. Developmental and emotional/behavioral problems may include, but are not limited to, speech and language delays, attention deficits, learning disabilities, motor delays, and difficulties in forming attachments to family members. In the event that an illness or other physical or developmental impairment is identified in the child after the adoption becomes final, the adoption cannot be undone, and the Adoptive Parent(s) shall be solely responsible for the continuing care and treatment of the Adoptive Child(ren). Since Spence-Chapin often receives minimal information concerning the medical, psychological and social history of children born abroad, it may be impossible to know, with any certainty, which diagnosis, if any, are reliable and which are not. The Adoptive Parent(s) are advised to assume that every diagnosis could be true and to make any decision to accept or decline a referral on this basis.

C. **Acceptance and Rejection of Referral.** The Adoptive Parent(s) will be required to make an informed decision as to whether or not to accept a referral or match within a reasonable time, not to exceed fourteen (14) days from receipt of referral unless it is in the best interest of the Adoptive Child to do so.

In the event that the Adoptive Parent(s) decide to accept the referral, Spence-Chapin shall make reasonable, good faith efforts to facilitate the adoption of the identified child by the Adoptive Parent(s); however, Spence-Chapin makes no representations, guarantees, and/or promises that an identified child will remain available for adoption by the Adoptive Parent(s). The availability of any child for adoption depends upon many factors that are beyond the control of Spence-Chapin. These factors include but are not limited to the laws of the Country of Origin and the continued health (and ability to travel) of the child.

The Adoptive Parent(s) can reject a referral without prejudice; in which case, Spence-Chapin will make reasonable efforts to facilitate another referral. However, Spence-Chapin has the discretion to discontinue services to the Adoptive

Parent(s) if it is determined that the expectations of the Adoptive Parent(s) cannot be met. In addition, the Country of Origin may have its own policy and practice with regard to the rejection of a referred child(ren) which may affect Spence-Chapin's ability to facilitate another referral for the Adoptive Parent(s).

D. **Protecting the Best Interests of Child(ren).** The Adoptive Parent(s) agree to fully cooperate with any and all requirements set forth in this Agreement, as well as any additional requirements mandated by the Country of Origin's staff and/or partners of Spence-Chapin where applicable, and/or any applicable conventions, laws, rules and/or regulations of the State or Country of Origin and to act and react in a manner consistent with the best interest of the child(ren). Spence-Chapin prohibits child-buying and shall make every effort to ensure that its employees, agents, and representatives comply with any and all legal and procedural safeguards that are in place to prevent the abduction, exploitation, sale, or trafficking of children. Spence-Chapin prohibits its employees, agents, and representatives from accepting gifts, incentives, or contingent fees for services related to adoption.

3. INHERENT RISK OF INTERNATIONAL ADOPTION. International Adoption is presently in a state of flux with many countries changing their adoption practice and policy based on a number of factors, including but not limited to political climate in the Country of Origin, US and the Country of Origins diplomatic relations, trends in adoption within the Country of Origin. Therefore, it is possible that the Country of Origin chosen by the Adoptive Parent(s) may become unavailable prior to the completion of an adoption. Spence-Chapin will make every effort to keep Adoptive Parent (s) informed of any changes in policy and/or programming that may impact efforts to complete an international adoption and, in the event that the Country of Origin is no longer available to Adoptive Parent(s), Spence-Chapin will make every effort to identify an alternative program for the Adoptive Parent(s). However, if the Country of Origin becomes unavailable, any monies paid by the Adoptive Parent(s) for services rendered are non-refundable.

A. **Travel to/from Country of Origin.** Most countries require that the Adoptive Parent(s) travel to the child's Country of Origin. The laws of some countries and the circumstances of some adoptions may require that the Adoptive Parent(s) make more than one trip to complete the adoption of the child. Where the Adoptive Parent(s) are required to travel to the Country of Origin, Spence-Chapin's employees, representatives, and/or agents in the child's Country of Origin, and/or the employees, representatives and/or agents of Spence-Chapin's Foreign Supervised Provider where applicable, will meet the Adoptive Parent(s) upon or soon after arrival, take the Adoptive Parent(s) through all of the steps in the placement and/or adoption and visa process, and facilitate the return of the Adoptive Parent(s) and their child to the United States. Spence-Chapin's employees, representatives, and/or agents, or the employees, representatives and/or agents of Spence-Chapin's Foreign Supervised Provider, where applicable, shall assist in arranging for translation, lodging, and board for the Adoptive Parent(s) while staying within the Country of Origin. Lodging and meals may be provided in private homes of individuals living within the Country of Origin or in hotels. All expenses associated with such travel, including, but not limited to, lodging, meals, translation, transportation and tourism, shall be the sole responsibility of the Adoptive Parent(s).

Length of Stay and Number of Trips. While Spence-Chapin will counsel the Adoptive Parent(s) regarding the anticipated length of stay and number of trips, the exact length of time that the Adoptive Parent(s) will be required to stay in the Country of Origin and/or the number of trips that must be made to complete the adoption may be determined by factors that are not within the control of Spence-Chapin.

B. **Escort to the United States.** For most country programs, the Adoptive Parent(s) are required to travel to the Country of Origin to receive their Adoptive Child(ren). Spence-Chapin requires families to travel to the Country of Origin to receive their Adoptive Child(ren).

C. **Travel Risks.** Travel to and from a foreign country, as well as travel within a foreign country, can involve risk of injury or death and risk of loss of, or damage to, personal property. The Adoptive(s) Parents understand and acknowledge that Spence-Chapin shall not be responsible for any losses or injury which the Adoptive Parent(s) and/or their Adoptive Child may experience related to overseas travel. The Adoptive Parent(s) are advised to check United States Department of State and Center for Disease Control ("CDC") travel advisories and messages and comply with their recommendations while

traveling to a specific country, as well as consider the purchase of travel insurance to cover some, if not all, of the possible losses referred to above.

D. **Acceptance of Referral While in Country of Origin.** After meeting and observing the Adoptive Child, the Adoptive Parent(s) shall advise Spence-Chapin's employees, representatives and/or agents of their intentions to proceed with the adoption process. Spence-Chapin requires the Adoptive Parent(s) to consult with a pediatrician experienced in international adoption before making this determination. Acceptance of any child for adoption is at the sole discretion of the Adoptive Parent(s); acceptance of official referral must take place prior to any adoption finalization.

E. **Medical Testing and Preparation.** It is often difficult, if not impossible, to have the Adoptive Child(ren) tested or evaluated in the Country of Origin. The Adoptive Parent(s) should consult with Spence-Chapin's International Program Staff, and their own chosen pediatrician about what medications to take when they travel to receive their Adoptive Child(ren) and what medical tests and developmental assessments to have done, if possible, while in the Country of Origin. Since the reliability of any tests or assessments conducted abroad may be questionable, and test results may differ, in any event, as a result of lengthy incubation periods associated with certain infectious diseases, such as Hepatitis B, HIV/AIDS, and Syphilis, the Adoptive Parent(s) should also discuss with their chosen pediatrician what tests and medical procedures should be performed or repeated upon arrival in the United States. Prior to traveling to the Country of Origin to complete the adoption of a child and/or the child's entry into the United States, Spence-Chapin recommends that the Adoptive Parent(s) arrange for health insurance for the Adoptive Child(ren) to be effective on their date of arrival to the United States, pending whatever necessary documentation is required by the health insurance company.

F. **Timely execution of adoption process steps and required documentation.** The Adoptive Parent(s) commits to timely perform all procedures and execute or obtain all documents, legal and others, required for international adoption as may be directed by Spence-Chapin. The Adoptive Parent(s) acknowledge that there will be multiple procedures and forms to be obtained or executed in the United States and in the Country of Origin. It is the Adoptive Parent(s)'s responsibility to timely update their adoption paperwork including but not limited to the USCIS approval, fingerprints, home study or any other qualifying documents. Spence-Chapin is not responsible for the Adoptive Parent(s)'s failure to timely update adoption paperwork or costs associated with resubmission of the paperwork.

G. **Permission for Child to Travel to United States.** Upon completion of the placement or adoption of the child, the Adoptive Parent(s) and the Adoptive Child(ren) shall visit the appropriate United States embassy to obtain permission for the child to immigrate to the United States. Spence-Chapin's representative in the Country of Origin, or a representative from Spence-Chapin's Foreign Supervised Provider, where applicable, will assist with this process. In some countries, this step may be completed before the Adoptive Parent(s) arrive. The Adoptive Parent(s) agree to have the Adoptive Child examined at a medical clinic approved by the United States Department of State and to complete all steps necessary to accomplish the immigration of the Adoptive Child to the United States.

H. **Legal Effect of Foreign Adoption.** Upon the completion of the adoption in the Country of Origin, the Adoptive Parent(s) shall assume all legal obligations and responsibilities for the Adoptive Child as if he/she had been born to them. The adoption shall be considered complete and final when the legal and/or governmental procedures to approve the adoption are complete in accordance with the laws of the foreign government. The Adoptive Parent(s) agree to accept and fully carry out their legal obligations on behalf of the Adoptive Child including, but not limited to, providing appropriate housing, food, clothing, and medical care. Under no circumstances may the adoption of the child be set aside in the Country of Origin by the Adoptive Parent(s).

I. **Exclusivity of Spence-Chapin's Overseas Employees, Agents and/or Representatives.** The Adoptive Parent(s) acknowledge that during the adoption process, they may be introduced to individuals who are facilitating the adoption process overseas. The Adoptive Parent(s) agree that they will not, at any time throughout the adoption process, or at any time in the future, use these individuals to assist or facilitate the adoption of any other child without the express, written permission of Spence-Chapin.

4. POST-PLACEMENT/POST-ADOPTION PERIOD. Following placement of the Adoptive Child(ren) with the Adoptive Parent(s), Spence-Chapin or its Supervised/Exempt Provider will provide post-placement/post-adoption services in the form of supervision, reporting, assessment, consultation, aftercare services, and referrals, if required. The Adoptive Parent(s) will fully cooperate with all aspects of post-placement/post adoption supervision required by Spence-Chapin, as well as any additional requirements mandated by applicable conventions, laws, rule and/or regulations of the State or Country of Origin.

Post-Placement Supervision. *Unfinalized Adoptions.* Families who return to the United States with unfinalized adoptions (IR-4 or IH-4 Visas), will permit Spence-Chapin or their home study agency (acting as a Supervised Provider to Spence-Chapin) to supervise the family and their home for as long as and in such manner as is required by Spence-Chapin, the Adoptive Child's Country of Origin, and the family's state of residence, including but not limited to, at least one (1) home visit with a social worker and/or other qualified professional from Spence-Chapin. Adoptive Parent(s) shall finalize the adoption in court in a timely manner.

Post-Adoption Supervision. *Finalized Adoptions.* For families with "Full and Final Adoptions" (IR-3 or IH-3 Visas), families will permit Spence-Chapin or their home study agency (acting as an Exempt Provider to Spence-Chapin) to supervise the family and their home for as long as and in such manner as is required by Spence-Chapin, the Adoptive Child's Country of Origin, and the family's state of residence, including but not limited to, at least one (1) home visit with a social worker and/or other qualified professional from Spence-Chapin. The Adoptive Parent(s) agree to comply with all other Country of Origin requirements, such as registration of the Adoptive Child with the Country of Origin's consulate in the United States.

Finalized Adoptions (New Jersey Families). For all finalized adoptions by New Jersey families, the Adoptive Parent(s) must notify their home study agency immediately upon the Adoptive Child(ren)'s entry into the United States and comply with at least one visit to the home conducted by Spence-Chapin within thirty (30) days of entry regardless of the Country of Origin's requirements.

Country-specific Reporting Requirements. Spence-Chapin will advise and assist the family in meeting all of the requirements and/or procedures specific to the Country of Origin. This may include home visits, office visits, procurement of photos and/or videos, self-reporting, and other requests. The Adoptive Parent(s) will cooperate fully in meeting these requirements.

D. **Adoption Registration or "Re-Finalization."** All Spence-Chapin international programs result in finalized adoptions in the Country of Origin with an issuance of a final and foreign adoption decree for the Adopted Child(ren) prior to entry into the United States. In the event the Adoptive Parent(s) choose to petition a court of proper jurisdiction to register or "re-finalize" (if desired by the Adoptive Parent(s) or required by their state of residence) the adoption of the child, the Adoptive Parent(s) agree to provide a copy of the court order to Spence-Chapin within a reasonable period of time, not to exceed thirty (30) days from the date of receipt of such order. All costs associated with registering the finalized adoption or re-finalization in the United States shall be the sole responsibility of the Adoptive Parent(s).

E. **Citizenship.** Spence-Chapin will provide the family with information about obtaining proof of United States citizenship, applying for a social security number and, where applicable, a state-issued proof of birth document for their Adoptive Child(ren). The Adoptive Parent(s) agree to provide proof of citizenship for their Adoptive Child(ren) to Spence-Chapin within a reasonable period of time, not to exceed thirty (30) days after receipt of such document.

F. **After-Care Services.** Spence-Chapin offers after-care services including, but not limited to, counseling, consultation, educational workshops, cultural events, support groups, and referrals to other providers. Spence-Chapin reserves the right to charge additional fees to support the provision of these services to adoptive families.

5. DISRUPTION OF PLACEMENT OR DISSOLUTION OF FINALIZED ADOPTION.

A. **Best interests of child:** Spence-Chapin and the Adoptive Parent(s) will work at all times in the best interest of the Adoptive Child(ren). For all of Spence-Chapin's programs, the adoption is final prior to the time the Adoptive Parent(s) and then-adopted child(ren) return to the United States from the foreign country.

B. **Disruption of a Placement:** At any time *prior to* finalization, Spence-Chapin's Foreign Supervised Provider and/or the Central Authority or the local social services of the County of Origin, retains the right, in its sole discretion, to remove the Adoptive Child(ren) where it is deemed to be in the child's best interests and to determine the best possible plan for the Adoptive Child(ren). In the event of a disruption in-country, the Central Authority or the local social services of the County of Origin shall assume physical custody of and all financial responsibility for the Adoptive Child(ren) and will continue to retain legal custody of the Adoptive Child(ren),

C. **Dissolution of a Finalized Adoption:** In the event of a dissolution of a *finalized* adoption for any reason *after return to the United States*, Spence-Chapin will assist the Adoptive Parent(s) to find suitable placement for the child(ren) or to otherwise comply with the Country of Origin's requirements. In a situation where the adoption has been facilitated by Spence-Chapin and an Exempt Provider, Spence-Chapin will collaborate with the Exempt Provider to assist the family in making alternative plans for the Adopted Child(ren). However, the Adoptive Parent(s) shall remain legally and financially responsible for the child until such time as a court of competent jurisdiction transfers legal custody of the child to another individual or to an authorized agency. In addition, Spence-Chapin will determine if it is in the Adoptive Child's best interests, as a last resort, to be returned to the child's country of origin; Spence-Chapin does not return from the United States a child placed for adoption in the United States unless the Central Authority of the county of origin and the Department of State have approved the return in writing. In making this determination, Spence-Chapin will take into account, amongst other factors, the child's wishes, age, and length of time in the United States. In addition, Spence-Chapin will notify in writing the Central Authority of the Adoptive Child's Country of Origin and the Secretary of State regarding the dissolution of the Adoptive Child's placement.

In the event of a dissolution of a finalized adoption for a reason legally acceptable within the Country of Origin and *before return to the United States*, Spence-Chapin will work with the Foreign Supervised Provider in the Country of Origin to make every effort to find a suitable placement for the child(ren) and to assist the Adoptive Parent(s) in the dissolution process. The Adoptive Parent(s) understand that the time-frame and fees associated with the dissolution process varies in each country, and the Adoptive Parent(s) will remain the sole legal custodians of the Adoptive Child(ren) until the dissolution is completed. The Adoptive Parent(s) shall be responsible for all costs associated with the dissolution process in-country, including but not limited to any attorney fees and administrative fees. In addition, the Adoptive Parent(s) may be responsible for payments associated with the care and custody of their Adoptive Child(ren) pending the dissolution.

Adoptive Parent(s) shall have a continuing duty to disclose a dissolution of a finalized adoption, understanding that Spence-Chapin is required to report such dissolution(s) the Department of State and any designated Accrediting Entity.

6. FEES AND REFUNDS. Spence-Chapin shall be compensated for its services in accordance with the fee schedule attached hereto as Attachment A and made a part hereof. In addition to the fees set forth in the attached schedule, there may be additional costs and expenses related to the adoption process, including but not limited to the costs of translations, required documentation, required clearances, and legal expenses. By signing this Agreement, the Adoptive Parent(s) acknowledge that they have reviewed the attached fee schedule (Attachment A) and that they understand and accept the anticipated fees. If the adoption is, for any reason, discontinued, fees paid or incurred for services rendered up to the date of discontinuance shall not be recoverable and shall remain the obligation of the Adoptive Parent(s). The Adoptive Parent(s) agree to pay all fees to Spence-Chapin within fourteen (14) days of the date requested. The Adoptive Parent(s) also agree to pay certain third parties directly, as set forth in the attached fee schedule, within fourteen (14) days of the date requested.

In the event this Agreement is terminated, the Adoptive Parent(s) acknowledge that the Adoption Services Fees are deemed to have been earned upon the commencement of services on behalf of the Adoptive Parent(s) and shall not be refundable

unless the said service(s) was not completely rendered. Travel-related cost and other expense paid or incurred personally by the Adoptive Parent(s) shall not be refundable or reimbursable by Spence-Chapin.

7. TERM AND EARLY TERMINATION. The Term of this Agreement shall commence at the latter of the dates that the Adoptive Parent(s) and Spence-Chapin sign this Agreement and continue until the adoption of the Adopted Child(ren) is finalized.

The Adoptive Parent(s) may terminate this Agreement at any time by providing written notice and termination date to Spence-Chapin, as called for in Section 20 of this Agreement, thereby ceasing efforts through Spence-Chapin to adopt a child. Spence-Chapin may terminate this Agreement at any time by providing written notice and termination date to the Adoptive Parent(s) as called for in Section 20 of this Agreement. Upon receipt of such notice of early termination, Spence-Chapin will cease the provision of services except as may be required to end activities underway.

8. CONFIDENTIALITY.

A. **Adoptive Parent(s):** Spence-Chapin will respect the privacy and confidentiality of the Adoptive Parent(s) records and information concerning the Adoptive Parent(s) provided to Spence-Chapin. Such records and information will not be disclosed, either orally or in writing, unless it is necessary to the accomplishment of services for the Adoptive Parent(s) herein and required or permitted by law or regulations for authorized purposes. It may be necessary to share information provided by the Adoptive Parent(s) that might otherwise be considered confidential in nature, with a Foreign Supervised Provider or Central Authority or other third party in order to effectuate the goal of adoption. By signing below, the Adoptive Parent(s) authorize Spence-Chapin to share any and all information necessary to facilitate and complete the adoption process.

B. **Adoptive Child(ren):** By signing below, the Adoptive Parent(s) acknowledge the importance of keeping personal and/or medical information contained in the referral for the Adoptive Child(ren), confidential. Such information may include HIV-related information, and other personal and sensitive information, protected by law. Only person(s) on a need to know basis can be privy to this information—examples include physician(s) involved or consulted for purposes of this adoption, household members or others who are directly involved in the decision-making process related to the adoption the child. In the event the Adoptive Parent(s) reject a referral for the Adopted Child(ren), the Adoptive Parent(s) agree not to disclose any personal or medical information of the Adopted Child(ren) beyond that which has already been shared.

9. ASSUMPTION OF RISK. Notwithstanding the Adoptive Parent(s)' full compliance with the application process, as outlined above, and Spence-Chapin's efforts to protect the integrity of the adoption process, Spence-Chapin makes no representations, guarantees or promises that Spence-Chapin and/or the Country of Origin, its government, consulate agencies, orphanages, facilitators, or any other parties whose consent may be necessary, will agree to work with and/or approve the Adoptive Parent(s)' adoption application. The Adoptive Parent(s) understand and acknowledge that the adoption process could be delayed or discontinued by the Country of Origin and/or the US, governmental action, individuals and/or judicial decrees that are beyond the control of Spence-Chapin including, but not limited to legal action(s) initiated by third parties or, in the case of an international adoption, the political and social climate of the Country of Origin, as well as, changes to laws in the Country of Origin. Additionally, Spence-Chapin may, at any time during the adoption process and before placement, choose to discontinue its program in a particular Country of Origin. By signing below, the Adoptive Parent(s) assume the risk that, despite reasonable, good faith efforts, the adoption process may never result in an actual adoption of a child.

10. HOLD HARMLESS. The Adoptive Parent(s) agree to hold Spence-Chapin and its United States and/or international employees, elected and appointed officials, directors, agents, volunteers, representatives, and/or others working on behalf of Spence-Chapin, harmless from any and all claims, demands, or liability arising out of or relating to political, governmental, administrative, medical, emotional, developmental, and/or other causes beyond the control or knowledge of Spence-Chapin and its United States and/or international employees, elected and appointed officials, directors, agents, volunteers, representatives, and/or others working on behalf of Spence-Chapin.

11. WAIVER OF LIABILITY. The Adoptive Parent(s) acknowledge and understand all the risks of adoption as set forth in this document. The Adoptive Parent(s) wish to pursue an adoption plan and to seek an adoptive placement, knowing and assuming all the medical, legal and other risks of adoption as set forth in this Agreement.

The Adoptive Parent(s) hereby waive, release, and forever discharge Spence-Chapin, its employees, attorneys, social workers, independent contractors, independent contract attorneys, independent contract social workers, principals, officers, shareholders, owners, directors, successor corporations and affiliates from any and all claims, demands, charges, causes of action, liabilities, penalties, costs and expenses, including attorney fees, that the Adoptive Parent(s) who sign this waiver may have now or in the future against Spence-Chapin or its employees, attorneys, social workers, independent contractors, independent contract attorneys, independent social workers, principals, officers, shareholders, owners, directors, successor corporations and affiliates.

The Adoptive Parent(s) hereby waive, release and forever discharge Spence-Chapin, its employees, attorneys, social workers, independent contractors, independent contract attorneys, independent contract social workers, principals, officers, shareholders, owners, directors, successor corporations and affiliates from any and all claims, demands, charges, cause of action, liabilities, penalties, costs and expenses, including attorney fees, that the Adoptive Parent(s) who sign this waiver may have now or in the future against any third party, including but not limited to any foreign agency, lawyer, facilitator, governmental body, nation or any other individual or organization. In consideration of this waiver of liability, Spence-Chapin agrees to provide adoption services to the Adoptive Parent(s) in accordance with the terms and provisions hereof and the Agreement for International Adoption Services.

In the event that Spence-Chapin, its employees, agents or successors, is held liable for the non-completion and/or dissolution of an adoption for reasons not related to, or resulting from, the above known risks, the Adoptive Parent(s) understand and agree that any such liability shall not exceed the total payments received by Spence-Chapin from the Adoptive Parent(s).

12. TERMS OF AGREEMENT. Any modifications to this Agreement must be made, in writing, by mutual consent of the parties to this Agreement.

13. CHOICE OF LAW. This Agreement and all rights, obligations and disputes arising out of it shall be governed by and construed consistent with New York law.

14. ARBITRATION. Any dispute, claim or controversy arising out of or relating to this Agreement or its breach or subject matter shall be resolved by final and binding individual arbitration which shall be the parties' exclusive remedy for such matters. Arbitration is an alternative dispute resolution system in which a neutral third party decides the parties' disputes outside of court. Any arbitration between Spence-Chapin and the Adoptive Parent(s) will occur in New York, New York, before one arbitrator who shall have the authority to resolve any covered dispute and order all remedies that would be available if the dispute had been commenced in a court of law. The arbitrator may not consolidate the claims of more than one person or preside over any form of class, collective or representative proceeding. The arbitrator shall issue a written decision. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. A copy of the JAMS rules can be obtained at www.jamsadr.com or by requesting a copy from Spence-Chapin.

15. NON-WAIVER OF DEFAULT. The failure of Spence-Chapin to enforce any provision of this Agreement shall not constitute a waiver by Spence-Chapin of that or any other provision.

16. SEVERABILITY. The parties agree that, if any term or provision of this Agreement is declared by a court or arbitrator of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

17. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which will constitute one and the same Agreement. The Adoptive Parent(s) and Spence-Chapin agree that any form of electronic signature, including signatures via facsimile, scanning, or electronic mail, may substitute for an original signature and shall have the same legal effect as the original signature.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Adoptive Parent(s) and Spence-Chapin and replaces all prior agreements whether written or oral.

19. NON-DISCRIMINATION STATEMENT. Spence-Chapin promotes equal opportunity for all clients by complying with local, state and federal laws and regulations. We do not exclude, deny applicants, or otherwise discriminate on the basis of race, ancestry, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, disability, citizenship, military service obligation, veteran status or any other basis protected by federal, state or local laws. Our policies and practices are intended to ensure that all clients are treated equally.

20. NOTICE. Any and all notices which are required under this Agreement shall be in writing and shall be deemed to have been duly given when (i) delivered in person; or (ii) mailed by first class, certified or registered U.S. mail, return receipt requested and postage prepaid.

If directed to Spence-Chapin, its employees, representatives or agents:

Linda Alexandre, Chief Program Officer
Spence-Chapin Services to Families and Children
410 East 92nd Street
New York, NY 10128

If directed to the Adoptive Parent(s):

21. COMPLAINTS AND GRIEVANCES. Spence-Chapin has provided to the Adoptive Parent(s) information about its complaint policy and procedures as set forth in Attachment B to this Agreement, and the Adoptive Parent(s) acknowledges receipt of same.

THIS ADOPTION AGREEMENT is hereby AGREED to by and between each of the undersigned parties.

SIGNATURES

Adoptive Parent Date

Adoptive Parent Date

**SPENCE-CHAPIN SERVICES TO
FAMILIES AND CHILDREN**

By: _____

Date

ATTACHMENT A

SCHEDULE OF FEES AND COSTS

[SEE ATTACHED]

SAMPLE

ATTACHMENT B

Complaint Policy and Procedures

Creating a family through adoption can be a complicated and challenging experience. It is also a process that can be costly and often subject to delays outside the control of Spence-Chapin or our clients. We understand how difficult this process is and we do our utmost to prepare and support our clients at all stages of the adoption process. Our greatest responsibility, however, is to protect the best interest of children.

In doing so, sometimes Spence-Chapin must make decisions with which our clients do not agree. Although it is not always possible for staff to accommodate or concur with the wishes of clients, all clients are entitled to clear explanations of the policies and procedures used by the agency as well as specific decisions made within the programs. We are committed to providing you with a supportive environment where questions, complaints, and concerns can be aired and problems resolved whenever possible.

Any client with questions, concerns, or complaints related to any Spence-Chapin program should bring those concerns directly to the staff member with whom you are working. If doing so does not resolve the issue, or if you feel uncomfortable with that approach, you should contact that staff member's supervisor or the appropriate department director in writing. Once notified in writing, Spence-Chapin, will initiate an investigation of the complaint within two business days and the appropriate department director will reply to the Adoptive Parent's grievance in writing within 10 business days. If you find that your concerns are not resolved through this process, you should send a letter to the President/Chief Executive Officer of Spence-Chapin. We will either respond directly or recommend a resolution within (30) thirty days (or sooner if the issue is time-sensitive or involves allegation of fraud.)

If for any reason the client is dissatisfied with the results of the resolution reached by Spence-Chapin and believes that Spence-Chapin is not in compliance with the Hague Convention on Intercountry Adoption, the IAA, or the regulations implementing such, families and individuals working with Spence-Chapin may report complaint they have against Spence-Chapin to the Hague Complaint Registry (HCR), which was established to receive and maintain records of complaints about accredited agencies, temporarily accredited agencies and approved persons, who provide adoption services in connection with adoption cases covered by the Hague Intercountry Adoption Convention in accordance with Federal Regulations, 22 CFR 96.70. on the following website: <https://travel.state.gov/content/adoptionsabroad/en/hague-convention/agency-accreditation/hague-complaint-registry.html>

In addition, because Spence-Chapin is licensed to provide adoption services by the states of New York and New Jersey, general complaints about Spence-Chapin's operating procedures and policies can be submitted to state agencies following the protocol listed below. Complaints about issues related to specific cases are usually resolved through fair hearings administered at the state level (details can also be found below).

To make a confidential complaint about the operations of an agency providing domestic or international adoption for NEW YORK residents, address complaints to The Office of Children and Family Services, the state agency which licenses Spence-Chapin:

Office of Children and Family Services
52 Washington Street
Rensselaer, NY 12144
518-474-9406

A specific complaint about how a New York domestic or international adoption case is being handled can be addressed by requesting a Fair Hearing with the New York State Office of Children and Family Services:

Special Hearings Bureau
New York State Office of Children and Family Services
1 Commerce Plaza
Albany, NY 12260

To make a confidential complaint about the operations of an agency providing domestic or international adoption for NEW JERSEY residents, contact:

**State of New Jersey
Department of Children and Families
Office of Licensing
P.O. Box 717
Trenton, NJ 08625
609-826-3999**

Complaints can be made by phone or in writing and sent to the address above. Cases that cannot be immediately resolved will be investigated.

New Jersey residents may also contact the not-for-profit Foster and Adoptive Family Services agency at 800-222-0047. This organization advocates for the rights of clients in the adoption and foster care systems.

SAMPLE