JAPAN ADOPTION
Letter of Understanding

As with ANY international adoption, the culture and lifestyle in any international country is very different from that of the United States. The following are some points that prospective adoptive families must understand as they commit to this International Adoption program. We, at Children’s House International (CHI), feel it is of utmost importance that families are aware of the pros and cons of any of our adoption programs.

As Adoptive parents:

We understand that each country’s government has strict guidelines on who can adopt from their country. We understand that at least one parent must be a U.S. citizen. We understand that we must disclose at application with CHI any health conditions and criminal history. Countries will not accept adoptive parents that do not have a normal life expectancy, have infectious diseases or mental health issues. Most countries will not permit adoptions to adoptive parents who do not have a clean criminal history record. If any of the above may be applicable to us, we will consult with CHI before moving forward with our application.

1. We understand that the ages of children waiting to be adopted vary by country. Typically, infants will be placed with families adopting from Japan. We understand that age of adoptive parents and marital status requirements will vary by each country. Japan only accepts heterosexual married couples in which both parents are under the age of 45 to be suitable for placement.

2. We agree to immediately notify CHI of any change to contact information, including changes of address, email addresses and/or phone numbers during the adoption process and until all required post adoption reports are completed. We understand that the primary method of communication concerning our adoption will be through e-mail. We will inform CHI of any problems with our e-mail or change of email address during the process so there will be no interruption of communication through e-mail.

3. We understand that, as specific information concerning our case comes along, private emails and phone calls will be made to us individually. CHI cannot call every family each week to say there is no news. Family phone calls to CHI are always welcome.

4. We understand that it is Children’s House International’s policy that our home study must be written by a Hague accredited agency. In situations where a Hague accredited agency is not available, the Social Services Supervisor, International Specialist and the Case Manager will work with us to find an agency that is suitable.

5. We understand that all Children's House International’s adoptive families are required to take pre-adoption courses which must total a minimum 10 hours. These courses are offered on the Internet through the Creating a Family website. We agree to complete these courses and understand that these must be finished before our Home Study is completed. If this is our second adoption and we previously completed the above 10 hour requirement, we understand that we must complete at least one additional course relating to psychological, medical issues of adopted children, or subjects our social worker suggests for us.

Initials ________, ________
6. We understand that CHI cannot guarantee that we will be approved for adoption by our home study agency or by USCIS nor can CHI guarantee that USCIS will act within any particular time frame. CHI also cannot guarantee that the country will ultimately approve us to adopt. Adoptions in all countries are regulated by governmental bodies and the courts over which CHI has no control. CHI also cannot guarantee that the U.S. Embassy will issue an entrance visa for the child or act within any particular time frame. Travel times are estimates and may be delayed or extended. CHI makes no representations or warranties with regard to the outcome or results.

7. We understand that Japan is a “birth mother” program and birth mothers will be influential in selecting the family they will place their child with. For this reason, CHI is unable to guarantee timeline for placement of a child. Furthermore, CHI is unable to guarantee placement of any child with any specific family.

8. We understand that life in other countries can move at a much slower pace than here in the United States. Keeping in mind that customs are different, etc., we are willing to be patient with and understanding of the people of our adopting country and be good representatives of both CHI and the United States of America.

9. We understand that CHI has no control over how often children will be referred. The waiting time is dependent on each country. CHI can give us an idea of how things have moved in the past, but cannot guarantee how things will move in the future. We further understand that we will not be allowed to travel to pick up or visit our child without the permission of CHI.

10. The adoptive family understands typically children placed through our Japan program are infants. Infants can be subject to stress and trauma in utero or shortly after birth. It is possible the child may have experienced physical, sexual or emotional abuse prior to adoption. The family understands that they will need to provide counseling or other resources to help their child deal with these experiences if these behaviors are evident once home. The family understands that these behaviors may not be apparent to the foreign caregivers prior to adoption.

11. We understand that the medical records may not be complete when we receive a referral. We further understand that we will receive very basic medical information on the child and the biological parents, if available. We understand that a foreign medical diagnosis may not be consistent with a U.S. diagnosis, nor may foreign doctors, lab tests or other screening conform to U.S. standards. Examinations and tests may not be sufficient to detect all conditions to which a child may be predisposed or which might develop in the future.

12. It is possible that the child's birth mother may have had inadequate prenatal care, may have abused drugs, alcohol and/or tobacco. It is possible the child’s birth mother may have experienced trauma and abuse. While CHI will provide any and all information regarding the birth mother made available, we cannot verify the truth of any statements made by the birth mother regarding drug/alcohol or tobacco use as it is self-reported. This information may never be known and the child may or may not show symptoms of the effects of such exposure now or in the future.

13. Although we may have specified that we would like to adopt a "healthy" child, we understand infants may have health issues that are undiagnosed at the time of their birth and referral. CHI cannot guarantee the results, validity or accuracy of examinations, tests, inoculations or assessments.

Initials __________ , __________
14. We understand that travel in other countries and contact with foreign-born children may expose us to health risks. It is our responsibility to consult with our health care provider or the Centers for Disease Control about vaccinations recommended or required before travel.

15. We understand that we will be chosen by a birth mother for referral of her child. We understand that the Japan program is a “birth mother” program and we anticipate referring infants to families. Families must be open to a child of either gender. CHI requests that a family who decides to decline a referral do so based on medical conditions, not physical attractiveness, hair color, eye color, skin tone, etc. We will be requested to give CHI a written reason for declining. We understand that if we decline a referral CHI is unable to guarantee we will be selected by another birth mom for referral. We understand that all referral fees, including those previously billed and unpaid, will be due shortly after the birth of the child we are referred. Delay in payment of fees could result in delay of our adoption and additional fees for the care of the referred child until we are able to travel. If we have not accepted the referral and paid all required fees before two weeks has passed, our referral will be withdrawn.

16. We understand that it is possible that USCIS (US Citizenship and Immigration Services) documents (I600 and I800 Approvals) and fingerprints may have to be re-submitted if our approval will expire before our adoption is completed. Home studies must be updated yearly. There may be more documents required to be redone. We understand this is not CHI's policy but they will be informing us of any new document requirements as they hear of them. These repetitive processes will likely involve additional financial investment. We assume the responsibility of keeping track of these expiration dates and taking the necessary action to keep our approvals current.

17. We understand that our travel cannot occur until we have paid all fees, turned in all CHI documents, and submitted our dossier. Travel is dictated by birth of the child we are referred and government requirements. It is impossible for CHI to promise us a specific time for travel in advance. Length of travel varies by country, but typically travel to complete guardianship of a newborn in Japan will take 5-10 days. We will be understanding and respectful of different cultures and religious backgrounds while traveling.

18. We understand that we cannot travel to visit our child for the purpose of the adoption without the consent of CHI.

19. We will learn as much as possible about our adoptive child’s culture and help our child to know about his/her culture and participate in cultural activities as much as possible.

20. We understand that we will have CHI agents/representatives in our adoptive country to help us through the process. These representatives will do their best to be sensitive to our needs and to help us through the adoption process.

21. We understand that, from time to time a well-meaning person may offer to assist us in expediting our adoption, or tell us they have contacts in the country to make things move more quickly. We understand that any actions like this can jeopardize our adoption and can jeopardize adoptions for other children. We agree to refrain from all third party contact. We understand that any use of a third party not authorized in writing by CHI constitutes a breach of our contractual agreements with CHI and is grounds for CHI to terminate our adoption process.

Initials __________, __________
22. We understand that a Post Placement Report deposit is required for all families. We understand our Post Adoption Report deposit to CHI will not be refunded until CHI has received the required post placement reports written by a social worker, required photos, copies of the final adoption documents from our state, and a copy of our child(ren)’s U.S. certificate of citizenship. If we do not comply with the agreement, CHI will use the deposit to pay for a social worker to conduct the report. The fees will not be refunded.

23. We understand that the frequency and intervals of post-placement reports may change. We agree to cooperate with these requirements by notifying CHI of any change of address or email, supplying information and photographs of us and the child(ren), and making ourselves available for visits. We understand that lack of cooperation would seriously jeopardize CHI’s ability to complete future adoptions for other families.

24. We understand that whether we receive guardianship or we complete a full adoption in country, a re-adoption in the U.S. is always recommended to obtain U.S. documents.

25. We understand that CHI strongly encourages that BOTH parents travel, or that the traveling parent has another adult accompany them. We understand that depending on the country we are adopting from, one parent maybe allowed to travel on their own either by law or with previous permission granted by the local foreign government authorities. We also understand that when only one parent travels there may be additional paperwork required by foreign government officials and the U.S. Embassy, and the time spent in the country could be extended. CHI is not responsible for additional costs or time incurred if only one parent travels.

26. We understand that we are expected to travel to the country to accompany the child home.
As Adoptive parents:

1. We understand that Japan requires all prospective adoptive parents to meet with the Japanese Adoption Service Provider, Across Japan, before they can begin the Japanese adoption process. We understand that phone/video calling is not acceptable and these meetings must be in person. We understand that we will be required to travel to meet the representative of Across Japan before we submit an application to CHI and this will incur additional third party travel costs for us to travel. We understand that we may choose to meet the representative of Across Japan in Tokyo or in the Bay Area.

2. We understand that it is impossible for CHI to predict the exact amount of time the process will take to bring our child home. We understand we may be required to quickly travel to Japan to complete guardianship of our child after their birth.

3. We understand that if we are unable or unwilling to care for our child after placement but before our adoption is finalized we will remain legally and financially responsible for the care of our child. We understand our financial responsibilities may include foster care payments, transportation costs within the United States and overseas and any and all relevant legal fees to dissolve the adoption.

4. Japan adoption law requires finalization of adoption after the child has been in your home for a minimum of six (6) months. Should we decide that, while still in country or after returning to the USA, we do not want to parent this child after being granted guardianship of this child, we will agree to provide financial support for the child until the legal disruption of the adoption is completed. We understand that we will be fully responsible for any court costs, attorney’s fees, multiple travel or extended stay in country to disrupt the adoption. If we leave the child without these arrangements in place, we understand that we will be charged with child abandonment and potential arrest in the country of the child’s birth.

5. We understand this is a serious situation and agree to be responsible, to stay in touch with Children’s House International and to finish all the steps necessary until Children’s House International, Across Japan and the relevant authorities in Japan and the USA can provide an alternative, suitable placement for the child. We understand that all fees paid to the agency for the adoption of the child are non-refundable.

6. We understand that we cannot travel to Japan and visit our child at until Children’s House International has approved traveling for our adoption. Visits of any kind, other than those authorized are prohibited.

7. We understand that if we delay travel to Japan for the purpose of adopting our child we may incur additional fees for the care of our child until we are able to take custody. These charges will be the actual hospital or foster care cost.
8. We understand that our adoption will not be final in Japan. We will receive legal guardianship of our child and be responsible for completing monthly post placement reports until our adoption is finalized in our home state. We will accept full responsibility of this child as our own once the guardianship is in place. Our child will arrive on an IR3 Visa. In this case, we understand that he/she will not automatically be considered a U.S. citizen (as is the case with an IR3 visa). We understand that we must finalize our adoption in our state and file forms and pay the appropriate fees with USCIS in order for him/her to become a U.S. citizen. We agree to take all necessary steps once home to obtain proof of citizenship for our child.

9. We agree to send a copy of our child's U.S. Citizenship certificate to CHI when it arrives in the mail.

10. We understand that families adopting from Japan are required by the Japan government to submit (through CHI) post placement reports. The reports must be completed by a social worker; at 1 months, 2 months, 3 months, 4 months, 5 months, and 6 months and monthly thereafter until our child has a full and final adoption in our state. Annual post adoption reports will be due until the child reaches the age of 18 the reports will be completed by the family. The 6-month report must contain a certified copy of the child’s U.S. Adoption Decree and copy of either a certificate of citizenship or U.S. Passport. Include with 10-12 recent photographs. We will commit to fulfill these post placement requirements.

After reading and carefully considering all the above listed items, I/we understand the unique program details as written above and agree to comply with those requirements. I/We are comfortable with pursuing an adoption through Children’s House International's Japan Adoption Program.

Date Signed __________________________

Prospective Adoptive Parent

Prospective Adoptive Parent

Printed Name

Printed Name

Children’s House International Representative