

CCAI Bulgaria Adoption Fee Policy/Agreement

For Families in Colorado

CCAI is a non-profit 501c (3) charitable organization. Our focus and passion is on placing children in forever families. The purpose of this Fee Policy/Agreement is to outline all CCAI fees to adoptive families throughout the adoption process, our refund policies, and the consequences of non-payment. Your signature below signifies you understand and agree with these policies.

Please note that, in accordance with State and Federal law, as well as our own, strict ethical standards, CCAI does not accept any money or considerations to be received as payment for a child or inducement to release a child. Adoptive families are paying CCAI and other adoption service providers for services; families are not “paying for children.”

1. CCAI Program Fees

Because families will receive CCAI services over a period of many months during the adoption process, CCAI divides its program fees into two payments - collecting fees only when the family is ready to receive services at each phase.

Payment	What Services the Fee Covers	Due
First Program Fee of \$6,250	Adoption Orientation, Adoption Assessment/Home Study, Background Check, USCIS (I-800A) Filing, Dossier Assistance/Review, Domestic Communication, Hague-Required Adoption & Parent Training (24 hours), Child-Specific Training Consultation, Accrediting Entity Monitoring & Oversight Coordination, and Administration	After application approval
Second Program Fee of \$5,250	Child Match Preparation, Bulgaria Adoption Trip Planning, International Communication, USCIS Monitoring, Post Adoption Report Service/Submission, Post Adoption Support & Consultation, Accrediting Entity Monitoring & Oversight Coordination, and Administration	Due with submission of dossier
Refundable Post Adoption Court Validation Deposit of \$200	To be refunded to the Adoptive Family when all post adoption court validation requirements are satisfactorily completed.	At referral

2. Payments, File Closure, Refunds, Reductions, or Changes

- A. All fees must be paid in full when they are due.
- B. Adoptive families are entitled to request for their adoption file to be closed at any time during the adoption process by submitting a written request, signed by both parents.
- C. Refund Policy and Schedule:
 - CCAI First Program Fee: 50% refundable within 30 calendar days, 30% refundable within 60 calendar days, and 0% refundable after 60 calendar days of receipt of full payment.
 - CCAI Second Program Fee: 50% refundable within 30 calendar days, 30% refundable within 60 calendar days, and 0% refundable after 60 calendar days of receipt of full payment.
 - Requests for a refund must be made in writing or via email and are dated as of acknowledged receipt by a CCAI representative. You may request that all or part of your refund be donated to the Children’s Charity Fund. A tax exempt letter will be provided. 90 days following closure of your file, all unclaimed refunds will be transferred to the Children’s Charity Fund and a tax exempt letter will be provided.
- D. The amount of your CCAI program fees will not change throughout your adoption. However, if during the adoption process you require a home study addendum, update or other home study services, move to a different state or country, amended Fee and Service agreements may be required, possibly including additional service fees and/or deposits. Should additional adoptive or post adoptive services be required by the Ministry of Justice (MOJ), additional fees and or deposit may be required. CCAI is not responsible for other non-CCAI service related adoption fees/costs that may change/fluctuate while the adoptive family is in

process.

- E. CCAI is not responsible for adoption related fees and costs paid to other governmental and/or private agencies, such as IAAME (Intercountry Adoption Accreditation and Maintenance Entity), USCIS (US Citizenship and Immigration Services), MOJ, US and Bulgaria Consulates, State Department, travel agencies, etc.

Initials _____

3. Consequences of Non-Payment

After notices at 30 and 60 days, if payment of the first fee is not received within 90 days of application approval, and no other written payment arrangements are accepted by CCAI, CCAI will close the adoptive family’s file. Adoptive families should inform CCAI if they may not be able to make timely payments, as an alternative payment plan may be possible due to unforeseen circumstances not existing at the time of the application approval.

Initials _____

4. Expenses Necessary to Complete Your Adoption

Your initials below indicate that you have reviewed CCAI’s estimated “Adoption Expense Chronology” (below) and are aware of the expenses necessary to complete your Bulgaria adoption

Expense	Amount	Pay To	Due
Application Fee	\$250 – Personal Check	CCAI	App Submission
Child Abuse Record Search	\$35/family – Check	CO Department of Human Services	App Submission
1st Program Fee (includes Home Study)	\$6,250– Check	CCAI	After App Approval
Colorado State Approval	\$250 – Check	Lutheran Family Services via CCAI	When Home Study is approved by CCAI
IAAME Monitoring & Oversight Fee#	\$500 – Check	CCAI (forwarded to IAAME)	After App Approval
USCIS Filing & Fingerprinting	\$805 plus \$30 per adult in the home - Check/ Money Order/Credit card	USCIS	When home study is completed
Dossier Preparation	Approx. \$360 – Check/ Money Order	Secretary of State(s)	As preparing Dossier
In-Country Translation and Legal Fees ¹	€6600 to €8000 (Euros) plus \$40 USD/wires up to 3 Check	CCAI (wired to Bulgaria)	Split into 3 payments – dossier submission, Referral acceptance & after adoption finalization in country
2nd Program Fee	\$5,250 – Check	CCAI	Dossier submission to CCAI
Court Validation Deposit(refundable)	\$200 – Check	CCAI	At Referral Acceptance
1st trip - US Domestic & International Airfare	\$800 - \$1,500 by coach per adult	A travel agency of your choice	Approximately 10- 14 days prior to departure

Bulgarian Apartment & Room & Board (approx. 7 days for first trip)	Approx. \$100-\$125 per night. Ranges from \$700 - \$875 – Food approx. \$20 - \$45 a day per person - \$280 - \$800	Hotel Rental Service	In Bulgaria
Bulgaria Transportation fees	Approx. \$300- \$600	Bulgarian Legal Team	In Bulgaria
2nd trip - US Domestic & International Airfare	\$800 - \$1,500 by coach per adult plus child, Credit Card	A travel agency of your choice	Approximately 10 - 14 days prior to departure
Bulgarian Hotel & Room & Board (7-10 days for second trip)	Approx. \$100-\$125 for hotel per night. \$700-\$1250. Food approx. \$20-\$45 a day per person - \$280-\$450.	Hotel Rental Service	In Bulgaria
US Embassy Medical Exam	\$200 – Cash	Clinic	In Sofia, Bulgaria
Child U.S. Entry Visa	\$325 – Cash, submitted first trip	U.S. Consulate Sofia, Bulgaria	In Sofia, Bulgaria
Court Validation Fee	\$167 – Check	County court	After U.S Return
Child’s Colorado Birth Certificate	\$37.75 – Check	Colorado Vital Statistics Office	After U.S Return

** Additional In-Country Legal Fees will apply for multiple placements.

¹ In Country Translation and Legal Fees are listed in EUROS, but will be paid in USD at time of submission to CCAI based on current market conversion rates

Initials _____

We have read the CCAI Fee Policy/Agreement carefully and understand that it is our responsibility to pay all fees on time in order to receive child placement services from CCAI. We understand that while CCAI’s fees will NOT change throughout our adoption, (unless additional adoptive or post adoptive services are required by the Ministry of Justice of Bulgaria) non-CCAI fees/costs may change/fluctuate while we are in process. We further understand that non-CCAI fees/costs paid throughout this adoption are our responsibility and are not refundable through CCAI should we discontinue the adoption.

We understand that this Fee Policy/Agreement must be signed, notarized, and returned to CCAI along with the signed/notarized Service Agreement, 1st Program Fee and IAAME fee (payable via ACH bank transfer, check or money order, or wire transfer).

We understand that signing this agreement indicates that we acknowledge and agree to pay the fees and costs of our adoption through CCAI.

Husband’s Printed Name:

Husband’s Signature

Date

Wife’s Printed Name:

Wife’s Signature

Date

This document has been subscribed and affirmed before me in the County of _____,

State of _____, this _____ day of _____, 20____. My Commission Expires:
____/____/____.

Notary's Signature:

Note: This three-page document is not valid unless all pages are initialed/signed and returned to CCAI.

SAMPLE

CCAI Bulgaria Service Agreement

For Families in Colorado

This CCAI Service Agreement effective as of the date last signed (“Effective Date”) is entered into between CCAI and _____ and _____, a married couple [or a single woman], (hereafter collectively [individually] referred to as the “Adoptive Family” or “We” “you” “your” “our” “us” and, sometimes individually as “I” “my”) (the “Service Agreement”) for the purpose of ensuring mutual understanding between CCAI (the “Primary Provider”) and the Adoptive Family.

Background

The **Hague Convention** on the Protection of Children and Co-operation in Respect of Inter-Country Adoption (known as the “**Hague Convention**”), an international agreement to establish safeguards to ensure that inter-country adoptions take place in the best interests of the child, identifies **six adoption services**. As defined by the Hague Convention, CCAI will act as your Primary Provider, ensuring that these six adoption services are provided by the multiple entities (each a “Provider”) involved in your adoption process as outlined in the following Service Plan:

	Adoption Service	Provider
1	Identifying a child for adoption and arranging an adoption.	Identifying a child: Ministry of Justice (MOJ), Bulgaria’s Central Authority.
		Arranging an adoption: Ministry of Justice, Foreign Supervised Provider, CCAI Employees
2	Securing the necessary consent to termination of parental rights and to adoption.	Regional Social Assistance Directorate and the MOJ.
3	Performing a background study on a child or a home study on prospective adoptive parent(s) and reporting on such a study.	Background study on a child: provided by the Regional Social Assistance Directorate to the Bulgarian Central Authority, the MOJ, which then provides the study to prospective adoptive parent(s).
		Home study on prospective adoptive parent(s): CCAI social service employee or contract worker (an “exempted provider” under Hague)
4	Making non-judicial determinations of the best interests of a child and the appropriateness of an adoptive placement for the child.	The MOJ, CCAI Employees
5	Monitoring a case after a child has been placed with prospective adoptive parents until final adoption.	Not applicable; children are not placed with adoptive parents until after adoption finalization.
6	When necessary because of a disruption before final adoption, assuming custody of a child and providing or facilitating the provision of childcare or any other social service pending an alternative placement.	Not applicable; the orphanage or Regional Social Assistance Directorate maintains the child’s legal custody until the finalization of the adoption.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Duties of the Primary Provider:** Based on the information in the Adoptive Family’s application, **CCAI as the Primary Provider** agrees to do the following for the Adoptive Family:

- Provide the Adoptive Family with personalized service throughout the adoption journey.
- Maintain confidentiality of all the Adoptive Family’s identifying information according to CCAI’s Confidentiality

Policy.

- Provide the Adoptive Family with accurate and current information about how to prepare for the adoption process, compile the dossier, prepare for child match and travel, provide guidance for completing all United States Citizenship and Immigration Services (USCIS) paperwork, complete post adoption requirements, and access information regarding current paperwork processing, referral and travel timelines.
- Perform the Hague-identified adoption service of “Performing a home study on prospective adoptive parent(s) and reporting on such a study.” The home study will be prepared by a qualified social worker (considered an exempted provider under Hague) and will meet the requirements of the state of Colorado, the USCIS, and the Ministry of Justice.
- Guide the Adoptive Family through USCIS requirements, which includes reporting any changes to the USCIS office.
- Provide information and services to the Adoptive Family regarding Colorado’s pre-adoption requirements.
- Provide the Adoptive Family with at least 24 hours of adoption and parent training as required by the state of Colorado, and the Hague Convention.
- Review the Adoptive Family’s completed dossier and prepare it to be sent to the in-country Foreign Supervised Provider.
- Act as the Adoptive Family’s liaison to the in-country Foreign Supervised Provider between dossier submission and child match.
- In conjunction with Bulgaria’s Central Authority, the Ministry of Justice, and Foreign Supervised Provider, performing the Hague-identified adoption service of “Arranging an adoption.”
- In conjunction with Bulgaria’s Central Authority, the Ministry of Justice, perform the Hague-identified adoption service of “Making non-judicial determinations of the best interests of a child and the appropriateness of an adoptive placement for the child”. At such time that a prospective child referral becomes available, CCAI will transmit to the Adoptive Family all of the medical and background information available from the Ministry of Justice (MOJ) and provided through the Foreign Supervised Provider (including photos, medical records, and videos, if any); however, CCAI cannot guarantee or verify the accuracy and completeness of the information contained in a child’s adoption file, as this information is compiled and provided by the state-run welfare institute legally placing the child for adoption.
- In conjunction with the Foreign Supervised Provider, arrange travel to Bulgaria to begin the adoption process.
- Provide ongoing post adoption support services to the Adoptive Family and adopted child(ren) if challenging issues arise during post adoption, including referrals, counseling resources, support, and/or coordination with the social worker.
- Provide four post adoption reports at six months, one year, eighteen months and two years following adoption finalization.
- At all times comply with ethical standards prescribed by the social work profession, IAAME, and applicable State/federal law, and treat the Adoptive Family in a personal, professional, respectful, and ethical manner.

Agency Initial _____ (CCAI Representative)

2. **Duties of the Adoptive Family:** During our adoption journey, we, the **Adoptive Family**, agree to:

- Provide CCAI with the needed documents and participate in the home study visits and process.
- Submit the necessary USCIS forms and documents to CCAI in a timely manner according to USCIS regulations and CCAI’s instructions.
- Work with CCAI to ensure that our USCIS approval form approves our family for the age, gender, and medical needs of the child(ren) we are open to accepting.
- Compile our adoption dossier for submission to Bulgaria within six months of submission of this Service Agreement. CCAI reserves the right to close our file and/or charge an additional dossier service fee if we do not complete the dossier process in the specified time frame, following a 30-day written notification.
- Comply with the 24 hours of state-required adoption and parent training, prior to travel to Bulgaria.

- Where applicable, complete additional Older Child (age 5+) adoption preparation requirements.
- Notify CCAI within five business days of any changes in our personal or family situation including but not limited to job change, change of address, change of telephone numbers/email address, separation, divorce, pregnancy, placement of foster or adopted child(ren), efforts to adopt a child through any person or entity other than CCAI, changes to household members/family composition, significant changes in physical or mental health status, significant change in financial status, criminal or neglect charges brought against any member of the household, complaint made to or by any child protection agency or investigation relating to allegations of child abuse or neglect, or any other significant events that materially impacts our family's ability to be considered for a child placement.
- Stay informed about current match and travel timelines and other important information by reading all agency-issued information including CCAI's newsletters, informational memos, website updates, etc.
- At such time that a prospective child referral becomes available, seek out medical consultation (at our own cost) to the extent we believe necessary in the process of deciding to adopt a particular child.
- Notify our social worker as soon as we have accepted a referral and provide a copy of our matched child's adoption file to our social worker
- Provide acceptance of a referral of a child (or refusal of referral) within 14 days.
- Sign and return the Adoption Placement Agreement and Statement of Understanding for Post Adoption Reports before first trip to Bulgaria.
- After acceptance of a referral, travel to Bulgaria, and file our I800 within 2 months.
- Comply with the post adoption reporting requirements of Bulgaria and the State of Colorado, including:
 - 6-month post adoption report with 5-6 photos from the adoptive family's social worker
 - 1-year post adoption visit and report with 5-6 photos from the adoptive family's social worker.
 - 18 months post adoption visit and report with 5-6 photos from the adoptive family's social worker.
 - 2-year post adoption visit and report with 5-6 photos from the adoptive family's social worker.
- In the event of dissolution, take sole responsibility and assume all costs associated with services related to the dissolution and subsequent placement of the child.
- Obtain a Certificate of US Citizenship for the adoptive child as soon as the child is eligible.
- At all times treat CCAI employees, contractors, and volunteers, and the personnel of cooperating agencies, with respect, refraining for communicating with such persons in any manner that is threatening or abusive.

By initialing below, I/We acknowledge and agree that I/We have read and understand the above Duties of the Adoptive Family.

Adoptive Family Initials _____

3. Adoptive Family's Acknowledgment of Other Providers' Respective Duties:

A. I/We acknowledge and understand that USCIS, National Visa Center (NVC) and U.S. Consulate (in Sofia, Bulgaria), **U.S. Governmental Authorities**, are responsible for:

- Receiving our initial USCIS filing and inviting us to be fingerprinted.
- Reviewing all our USCIS documents, including the home study, and issuing the Approved Form I-800A which allows us to adopt an orphan from Bulgaria.
- Issuing our Hague adoption's Article 5 after receiving the NVC approval and our DS 260 filling.
- Issuing our I-800 approval after we submit our matched child information; issuing our adopted Bulgarian child's visa to enter the United States through the US Consulate in Sofia, Bulgaria, at the end of our adoption trip.

B. I/We acknowledge and understand that the **Bulgaria Ministry of Justice** is responsible for:

- Setting the standards for qualified adopters and dossier requirements for Bulgaria adoptions.
- Receiving, reviewing and approving our dossier documents.
- In conjunction with CCAI, and the Foreign Supervised Provider, performing the Hague-identified adoption service of "Identifying a child for adoption and arranging an adoption."

- Performing the Hague-identified adoption service of “Securing the necessary consent to termination of parental rights to adoption.”
- In conjunction with CCAI, performing the Hague-identified adoption service of “Making non-judicial determinations of the best interests of a child and the appropriateness of an adoption placement for the child.”
- Gathering, verifying, approving, and transmitting the entirety of adoptable children’s information to CCAI, via the Foreign Supervised Provider.
- Matching us with a child based on their requirements, our adoption petition, and our home study approval.

C. I/We acknowledge and understand that the **Regional Social Assistance Directorates** is responsible for:

- Performing the Hague-identified adoption service of “Performing a background study on a child and reporting on such a study.” as well as ensuring accuracy and completeness of such information.
- Performing the Hague-identified adoption service of “Securing the necessary consent to termination of parental rights and to adoption.”

By initialing below, I/we acknowledge and agree that I/we have read and understand that the above duties of other Providers known as the **U.S. Governmental Authorities**, the **Ministry of Justice**, and the **Regional Social Assistance Directorate** are outside of the control of CCAI.

Adoptive Family Initials _____

D. In the event of potential dissolution (relinquishing a child at any point after adoption finalization in Bulgaria), CCAI will:

- Inform the Adoptive Family of the legal process in Colorado
- Provide counseling services and support during the decision process
- In the event of actual dissolution, provide referrals to professional services
- Where possible, assist in locating an appropriate domestic placement for the child
- Offer State-required relinquishment counseling (additional fee)

By initialing below, I/we acknowledge and agree that I/we have read and understand the services to be provided by CCAI in the event of adoption dissolution.

Adoptive Family Initials _____

4. Additional Adoptive Family Acknowledgements and Hold Harmless Statements:

A. I/We, the Adoptive Family, have selected CCAI as our inter-country adoption agency and understand that the goal of our relationship is to have a legally adoptable Bulgarian child(ren) placed with our family. We understand that there are certain risks involved in international adoption and such a placement is not guaranteed. While CCAI will provide us with all information about the prospective adoptive child made available by the Ministry of Justice and assist us with the entire adoption process, some unpredictable problems and/or events which are beyond CCAI’s control may nevertheless occur. These unpredictable problems and/or events include but are not limited to: sudden changes in the adoption requirements or policies promulgated by the Bulgarian or U.S. governments and changes in international relations between Bulgaria and the U.S. . I/We acknowledge that ultimate success or failure of the adoption process may depend on factors beyond the control of CCAI and/or the Adoptive Family, and any failure of the adoption process is not necessarily caused by fault or breach of CCAI or the Adoptive Family.

Adoptive Family Initials _____

B. In addition, a child may be placed with us with physical, mental, behavioral, social and/or emotional problems, minor or major, and/or a history of trauma, or physical, emotional and/or sexual abuse, that have remained partially

or totally undiagnosed/undisclosed and which were unknown to CCAI. I/We agree to hold harmless and release CCAI from all liability relating to the accuracy or completeness of our child's adoption file. I/We further acknowledge that CCAI's inability to provide all child information which may eventually be obtained by the Adoptive Family does not indicate any fault or negligence on the part of CCAI. I/We release CCAI and hold CCAI harmless from any and all responsibility or liability for any type of injury, harm, damage, or loss in any way relating to or arising out of the physical, psychological, or emotional condition, or medical, psychological, historical, or other records, data, or information of any child assigned to, placed with, or adopted by me/us, regardless of when such injury, harm, damage, or loss is known or discovered.

Adoptive Family Initials _____

- C. I/We further understand that CCAI does not and cannot guarantee or verify, and makes no warranty or representation, express or implied, concerning the accuracy and completeness of the information contained in a child's adoption file, as this information is compiled and provided by the state-run welfare institute (the orphanage) legally placing the child for adoption. Translation of foreign-language documents may be inaccurate. I/We acknowledge that it is possible that the orphanage may not be aware of medical, developmental, or behavioral issues of a child; may overlook or fail to note signs or symptoms or to provide a child's relevant history; may unknowingly or carelessly provide erroneous information; may not be able to provide information or observations about medical, developmental, or behavioral issues that become apparent only after the child's placement with the Adoptive Family; and/or may not be aware of aspects of a child's history that have not been disclosed prior to placement (and may be disclosed by the child only after placement). I/We understand that CCAI has no authority or permission to conduct direct or indirect independent orphanage investigation or information verification. I/We therefore agree to hold harmless and release CCAI from all liability relating to the accuracy or completeness of our child's adoption file.

Adoptive Family Initials _____

- D. We understand that CCAI's listing of any particular cooperating agency or vendor does not constitute an endorsement by CCAI of that agency or any warranty by CCAI of such agency's services. I/We further understand other governmental and/or private agencies' service quality and refund policy is out of CCAI control, and we will not hold CCAI accountable should we have any complaint against those agencies. Those agencies include, but are not limited to, IAAME, USCIS, Ministry of Justice, Secretary of State, State Departments, Bulgaria & American Consulates/Embassies, hospitals, doctors, and local Bulgaria authorities, travel agencies, and local Bulgaria authorities, etc. I/We further understand that the fees charged by such entities are out of CCAI control, and we will not hold CCAI liable for such cost or refund.

Adoptive Family Initials _____

- E. I/We understand that CCAI will transmit to us the entire medical and background information received from the Ministry of Justice via the Foreign Supervised Provider at such time a potential child referral becomes available (including photos, medical records, and videos, if any). CCAI staff are not medical professionals and do not assess or evaluate children's adoption files, thus it is our responsibility as the Adoptive Family to seek out medical consultation to the extent we believe necessary in the process of deciding to adopt a particular child. Any costs associated with an independent medical consultation service are our voluntary investment in the adoption process. We further understand that CCAI cannot guarantee or verify the accuracy and completeness of the information contained in a child's adoption file, as this information is compiled and provided by the Ministry of Justice and the Regional Social Assistance Directorate legally placing the child for adoption. CCAI has no authority or permission to conduct direct or indirect independent orphanage investigation or information verification. I/We acknowledge that the only party with which CCAI may communicate in terms of a child's medical/social information, care, and/or history of abuse, when suspected, is the Ministry of Justice, the Bulgaria Central Authority thru the Foreign Supervised Provider.

Adoptive Family Initials _____

F. I/We, the Adoptive Family, have read the “Basic Steps and Timeline” document which was sent to us with the Information Packet. We understand that the estimated timelines are not guaranteed and are subject to change during our adoption process depending on factors such as the speed of dossier preparation, how quickly the USCIS processes our application, the current child match, political and international events, and other unforeseen circumstances. I/We acknowledge that I am/we are solely responsible for keeping track of expiration dates and for ensuring that USCIS approval and other required documents are current. I /We further understand that the timeframe in which we may receive a child referral is not guaranteed and is directly affected by the availability of children in correlation to our openness to age, gender and medical condition(s).

Adoptive Family Initials _____

G. I/We understand the information provided in the copyrighted Dossier Guide is intended for the sole use of our CCAI adoption. I/We agree not to transmit this information to any other individuals and/or agencies.

Adoptive Family Initials _____

H. I/We understand that CCAI reserves the right and we therefore grant CCAI perpetual permission to communicate with our social worker at any point in our adoption process, including the post adoption period. Should the social worker, or CCAI determine that psychological evaluation of the adoptive parent(s), an updated assessment of our family’s suitability and preparation to adopt a child, and/or additional counseling for the adoptive parent(s), is necessary, or in CCAI’s sole discretion should a notable change in our home, behavioral, financial or employment conditions occur at any time in the adoption process or circumstances otherwise warrant the same, we agree to undergo such evaluation, update, or counseling at our own expense, within 30 days of notification of such a request. Should we fail to facilitate CCAI’s receipt of the requested information and/or an unfavorable report is determined, I/we understand that CCAI will close our adoption file.

Adoptive Family Initials _____

I. I/We acknowledge that CCAI reserves the right to revoke or modify any home study approval or consent if, any time prior to adoption finalization, CCAI receives or obtains information that leads it to believe that a child’s placement with the Adoptive Family would not be in the child’s best interests.

Adoptive Family Initials _____

J. I/We acknowledge that CCAI cannot guarantee that I/we will be accepted or qualify as adoptive parent(s) in Bulgaria. CCAI shall not be liable if, for any reason other than intentional or reckless conduct by CCAI, I/we fail to be accepted or qualify as adoptive parent(s). Should I/We at any point in our adoption process I/we cease to qualify for Bulgarian adoption according to Bulgarian Adoption Law, current Bulgaria government policies and practices, and/or US immigration laws, as may be amended from time to time, and even subsequent to our initial application, I/we understand that the Bulgarian government may return our/my dossier and CCAI may close my/our adoption file.

Adoptive Family Initials _____

K. If the Adoptive Family is a married couple, by signing this Service Agreement each spouse authorizes CCAI to disclose to and discuss with the other spouse any confidential information CCAI may learn or obtain concerning either spouse. Each spouse hereby releases CCAI from all legal responsibility or liability that may arise from the

release of information authorized herein. Each spouse acknowledges that the information to be released may include confidential information which could not be released without this specific consent, including information that is specific to adoption counseling, family planning, marital history, criminal history, child abuse, employment, drug, alcohol or psychiatric treatment, and/or HIV testing and diagnosis.

Adoptive Family Initials _____

- L. I/We acknowledge that under the Hague Convention, an adoption in Bulgaria is considered final after the Court hearing. From such time our child will be afforded the same rights as if he/she had been born to us. We further understand that should our child require any services following adoption finalization, including but not limited to medical treatment/testing, psychological and/or psychiatric services/counseling/therapy, private education/academic support, etc., the procurement and cost of such services is our family's sole responsibility.

Adoptive Family Initials _____

- M. I/We agree to hold CCAI, including CCAI staff in the United States and CCAI representatives (Foreign Supervised Providers) in Bulgaria, harmless for any loss, damage, delay, or detention for the failure to perform any obligation under this agreement if such delay or failure results directly or indirectly from circumstances beyond the control of CCAI. Recognizing that the adoptions contemplated by this agreement are international adoptions involving governments of two countries, including all of the various local governments and governmental and/or private agencies, such circumstances shall include, but shall not be limited to: acts of God, acts of war, acts of terrorism, civil commotion, riots, strikes, acts of either government in a sovereign or contractual capacity, any delayed, changed, or missed flights, lost passports and/or other adoption/legal documents, lost luggage, accidents, fire, flood, earthquake, , or other natural catastrophes, pandemics or other outbreak of disease, disruptions or relinquishment of adoption as a result of either parent's refusal to proceed with adoption or a child's refusal to proceed with adoption, delays caused by the U.S. Consulate's system or process, or by any other cause that is unavoidable or beyond CCAI's control. Therefore, CCAI is not legally or financially responsible or liable for any of the above circumstances.

Adoptive Family Initials _____

5. Miscellaneous.

- A. Severability and Interpretation. If any provision in this Service Agreement is determined to be invalid, or unenforceable, the remaining provisions will remain valid and enforceable insofar as the primary purpose of this Agreement is not frustrated. The Service Agreement will not be construed against the drafting party.
- B. Survival. Terms of this Service Agreement that by their sense and context are intended to survive the termination of the Service Agreement will survive.
- C. Execution. The Service Agreement may be executed by facsimile copy and/or in any number of counterparts, all of which together will constitute one agreement.
- D. Automatic Termination. After execution by both parties, this Service Agreement shall terminate automatically, and without written notice, upon the completion of all post adoption reporting requirements by CCAI.
- E. Mediation. The parties to this Service Agreement agree to attempt in good faith to resolve any unresolved dispute, claim, or controversy via mediation. As used in this Agreement "mediation" shall mean a facilitated

process in which the parties attempt to resolve the dispute or claim by submitting it to an impartial, professional neutral mediator who is authorized to facilitate resolution of the dispute but who is not empowered to impose any decision, judgement, suggestion, or settlement on the parties. The mediation process shall include at least one session in which the parties are in the same room and are able to directly address and listen to one another.

- F. Mediators. Any mediation required under this agreement shall be conducted by an experienced attorney or judicial office in Arapahoe County, Colorado, who is mutually agreeable to the parties. In the event the parties cannot agree on a mediator, each party will select a mediator and the two mediators will select a third mediator who is not associated or affiliated with either mediator; the third mediator shall act as mediator in the dispute or claim. Mediation will proceed under all policies and procedures of the mediator. The fees associated with mediation will be divided 50/50 between CCAI and the Adoptive Family.
- G. Limitation of Liability. Any liability of CCAI or its employees or agents, for any claim arising out of or relating to this agreement, including but not limited to claims arising out of alleged or actual negligence of CCAI or its employees or agents, shall be limited to the total amount of fees paid by the Adoptive Family to CCAI.

Both CCAI and the Adoptive Family sign this Service Agreement with the full understanding of their respective responsibilities as set forth above, as well as the responsibilities of other Providers known as the Home Study Agency, U.S. government authorities, the Ministry of Justice and local Bulgarian authorities, who are not a party to this Service Agreement. The Adoptive Family acknowledges that it has had a full and complete opportunity to review this document, ask any questions, and to independently investigate to the extent necessary.

IN WITNESS WHEREOF, the Parties intending to be legally bound have executed this CCAI Service Agreement as of the Date noted below.

Husband's Printed Name: **Husband's Signature** **Date**

Wife's Printed Name: **Wife's Signature** **Date**

This document has been subscribed and affirmed before me in the County of _____,
State of _____, this _____ day of _____, 20____. My Commission Expires:
____/____/____.

Notary's Signature: _____

Agency Representative **Signature** **Date**

Note: This eight-page document is not valid unless all pages are initialed, signed, notarized and returned to CCAI. Any changes to this document will automatically void this agreement.