

CCAI Latvia Service Agreement

For Families in _____

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 for Adoption: The Ministry of Welfare (“Ministry”), Latvia’s Central Authority, Local Children Orphans Court |
| | | Arranging an Adoption: The Ministry of Welfare (“Ministry”), Latvia’s Central Authority, Regional & Local Children Orphans Court, Foreign Supervised Provider and CCAI Employees |
| 2 | Securing the necessary consent to termination of parental rights and to adoption. | Local and Regional Orphan Courts. |
| 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: Local Orphans Court to the Ministry, which then provides the study to prospective adoptive parent(s). |
| | | Home study on prospective adoptive parent(s): (a CCAI US Employee or a CCAI “supervised 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. | Regional Orphans Court, Local Orphans Court, The Ministry of Welfare, CCAI US Employees. |
| 5 | Monitoring a case after a child has been placed with prospective adoptive parents until final adoption. | Local and Regional Orphan Courts, CCAI Child Placement Supervisor |
| 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. | Local and Regional Orphan Courts, CCAI Employees |

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 your 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 placement/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 exempt provider under Hague) and will meet requirements of the State of _____, the USCIS, and the Ministry of Welfare.
- Guide the Adoptive Family through USCIS requirements, which includes reporting any changes to the USCIS office.
- In conjunction with the Latvia's Central Authority, the Ministry of Welfare, the child's Orphans Court, and Foreign Supervised Provider, performing the Hague-identified adoption service of "Arranging an adoption." Provide information and services to the Adoptive Family regarding the state's pre-adoption requirements.
- Provide the Adoptive Family with at least 40 hours of adoption and parent training as required under the Hague Convention and Latvia Adoption Regulations, prior to dossier submission. .
- 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 Latvia's Central Authority, the Ministry of Welfare, 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, transmit to the Adoptive Family all of the medical and background information available from the Ministry of Welfare (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 Local Orphans Court and Ministry legally placing the child for adoption.
- Arrange travel to Latvia to begin the adoption process.
- In conjunction with Latvia's Central Authority, the Ministry of Welfare, and the child's Orphans Court perform the Hague-identified adoption service of "Monitoring a case after a child has been placed with prospective adoptive parents until final adoption"
- "Perform the Hague-identified adoption service of "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."
- Provide one post placement and two post adoption reports at six weeks, one year, and two years following adoption finalization
- Provide ongoing post placement/ post adoption support services to the Adoptive Family and adopted child(ren) if challenging issues arise during post placement/post adoption, including referrals, counseling resources, support, and/or coordination with the social worker.

Agency Initial _____ (CCAI Representative)

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

- Discuss with our social worker realistic expectations of the Latvia adoption process as well as expectations regarding the physical and developmental conditions of our future adopted child(ren).
- Submit the necessary forms and documents to the USCIS 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 Latvia 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.

- Notify CCAI upon any changes in our personal or family situation including job change, change of address, marriage, separation, divorce, pregnancy, placement of foster or adopted child(ren), significant changes in physical or mental health status, significant change in financial status, criminal or neglect charges, changes to household members, or any other significant events that materially impacts our family's ability to be considered for a child placement.
- Comply with the 40 hours of adoption parent training required under the Hague Convention and Latvia Adoption Regulations. Latvia, prior to Latvia dossier submission.
- Where applicable, complete additional Older Child (age 5+) adoption preparation requirements.
- 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.
- 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 Latvia.
- After acceptance of a referral, travel to Latvia within 30 days, per Latvia Adoption Regulations.
- Report to CCAI/Social Worker ANY concerns about our child, physically, mentally, or emotionally, during the Care and Supervision period, both in Latvia and in the US, BEFORE we proceed to Adoption Finalization on the second trip.
- Provide all necessary information and comply with the post placement reporting requirements of Latvia and the State of Colorado, including:
 - Post placement visits and report with 5-6 photos from the adoptive family's social worker, at approximately 4-6 weeks after arrival of the child in the US.
- Comply with the post adoption reporting requirements of Latvia and our state, including:
 - 1-year 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.
 - At the request of the Ministry of Welfare, any additional updates/reports they deem necessary.
- 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.

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 the USCIS, National Visa Center and the U.S. Consulate in Riga, Latvia, **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 I-800A approval which allows us to adopt an orphan from Latvia.
- Collecting our adoptive child's referral documents, USCIS I-800 approval, NVC approval and our DS 260, through the U.S. Consulate in Riga.
- Issuing our Hague adoption's Article 5 within 10 business days of receiving the NVC approval and our DS 260 filing.
- Issuing our I-800 approval after we submit our matched child information; issuing our adopted Latvia child(ren)'s visa to enter the United States through the US Consulate in Riga, Latvia, at the end of our adoption trip.

- B. I/We acknowledge and understand that the **Ministry of Welfare** is responsible for:
- Setting the standards for qualified adopters and dossier requirements for Latvia adoptions.
 - In conjunction with CCAI, the child's Orphans Court, and Foreign Supervised Provider, performing the Hague-identified adoption service of "Identifying a child for adoption and arranging an adoption."
 - Receiving and reviewing our dossier documents.
 - Inviting us to travel to Latvia to begin the adoption process.
 - Gathering, verifying, approving, and transmitting the entirety of adoptable children's information to CCAI.
- C. I/We acknowledge and understand that the **Local and Regional Orphans Courts** are 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."
 - In conjunction with CCAI and the Ministry, performing 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."
 - In conjunction with CCAI and the Ministry, performing the Hague-identified adoption service of "Monitoring a case after a child has been placed with prospective adoptive parents until final adoption."
 - Approving the final 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 Welfare**, and the **Local and Regional Orphan Courts** are outside of the control of CCAI.

Adoptive Family Initials _____

- D. In the event the adoption placement is disrupted (prior to adoption finalization):
- CCAI will perform the Hague-identified adoption service of "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." CCAI will collaborate with the Local and Regional Orphans Courts to develop a plan to return the child to the orphanage. CCAI will notify the US Department of State via electronic mail of the disruption.
 - The Local and Regional Orphans Courts are legally responsible for transfer of custody in an emergency or in the case of impending disruption, and will notify the Central Authority by mail of the disruption.
 - The Adoptive Family will provide appropriate care to the child, transportation back to Latvia, and accompany the child back to Latvia until the child is returned to the appropriate Orphans Court. The Adoptive Family is financially responsible for transfer of custody in an emergency or in the case of impending disruption and for care of the child.
 - The child will only be returned from the US to Latvia, as a last resort if that is determined to be in the child's best interests, with written approval from the Orphans Court and acknowledgment from the Secretary.
 - CCAI will share the child's wishes, age, length of time in the US, and other pertinent factors with the Local and Regional Orphans Courts, but the ultimate authority with regard to placement decisions lies with the Orphans Courts.

Adoptive Family Initials _____

- E. In the event of potential dissolution (relinquishing a child at any point after adoption finalization in Latvia), CCAI will:
- Inform the Adoptive Family of the legal process in their state
 - 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

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 Latvian 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 Welfare 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 Latvian or U.S. governments and changes in international relations between Latvia and the U.S. 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 physical, emotional and/or sexual trauma or 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.

Adoptive Family Initials _____

B. I/We further understand other governmental and/or private agencies' service quality & 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, our home study agency, Ministry of Welfare, Secretary of State, State Departments, Latvian & American Consulates/Embassies, hospitals, doctors, , travel agencies, and local Latvia 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 _____

C. I/We understand that CCAI will transmit to us the entire medical and background information received from the Ministry of Welfare 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 and the child's Orphans court 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 Welfare, the Latvia Central Authority.

Adoptive Family Initials _____

D. 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.

Adoptive Family Initials _____

- E. I/We understand the information provided on the family login portion of the CCAI website and 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 _____

- F. 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 placement and 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 _____

- G. I/We understand that at any point in our adoption process we cease to qualify for Latvian adoption according to Latvian Adoption Law, current Latvia government policies and practices, and/or US immigration laws, as may be amended from time to time, and even subsequent to our initial application, we understand that the Latvian government may return our dossier and CCAI may close our adoption file.

Adoptive Family Initials _____

- H. I/We acknowledge that under the Hague Convention, an adoption in Latvia is considered final after the Regional 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 _____

- I. I/We agree to hold CCAI, including CCAI staff in the United States and CCAI representatives in Latvia, 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, 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 _____

- J. I/We further understand other governmental and/or private agencies' service quality and refund policy is out of CCAI's 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, Secretary of State, State Departments, Latvian and American Consulates, travel agencies, Latvia Ministry of Welfare, and the Local and Regional Orphan Courts, etc.

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.

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 Welfare and local Latvian 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 seven-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.

CCAI Latvia Adoption

Fee Policy/Agreement for Florida Families

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 \$6,000 | Adoption Orientation, Adoption Assessment/Home Study, Background Check, USCIS (I-800A) Filing, Dossier Assistance/Review, Domestic Communication, Latvia & Hague-Required Adoption & Parent Training (40 hours), Child-Specific Training Consultation, Accrediting Entity Monitoring & Oversight Coordination, and Administration | After application approval |
| Second Program Fee of \$4,955 | Child Match Preparation, Latvia Adoption Trip Planning, International Communication, USCIS Monitoring, Post Placement and Post Adoption Report Service/Submission, Post Placement / Post Adoption Support & Consultation, Accrediting Entity Monitoring & Oversight Coordination, and Administration | Due with submission of dossier |

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 Welfare, 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

