

CCAI Taiwan Adoption Fee Policy/Agreement For Families in Colorado

CCAI is a non-profit 501(c) (3) charitable child-placement agency. The purpose of this Fee Policy/Agreement is to: 1) disclose to adoptive families all CCAI fees and the services those fees cover prior to the payment of the first fee; 2) inform families of the conditions under which fees are charged, refunded, or reduced; 3) inform families of the consequences of non-payment; and 4) inform families of non-CCAI costs/fees that they will be responsible for throughout the adoption process.

CCAI does not allow any money or considerations to be released 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.” Additionally, no part of CCAI program fees will be used to fund programs or services that do not pertain to your adoption.

1. CCAI Program Fees

Families will receive CCAI services over a period of many months which your program fees cover. We collect these fees at time of application approval when the family is ready to receive services.

Payment	What Services The Fee Covers	Due
First Program Fee \$3,650	Adoption Orientation & Consultation, Adoption Assessment/Home Study, Child Abuse/Background Check & USCIS filing, Accrediting Entity Monitoring & Oversight, Administration	After application approval
Second Program Fee \$2,950	State & UAA Required Adoption and Parent Training, Child Match Consultation, Domestic Communication, Dossier Assistance/Review, Accrediting Entity Monitoring & Oversight, Administration	At acceptance of child match
Third Program Fee \$3,950	International Communication, USCIS Processing, Travel Coordination, Post Adoption Report Service/Submission, Post Adoption Support & Consultation, Accrediting Entity Monitoring & Oversight	At submission of dossier
Refundable Post Adoption Deposit \$600	To be refunded to the family once all post adoption requirements are satisfactorily completed in a timely manner.	Prior to submission of the I-600 to USCIS
Refundable Court Validation Deposit \$200	To be refunded to the family upon receipt of court adoption validation decree.	Prior to submission of the I-600 to USCIS

1. 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 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.
 - * 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 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, 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, USCIS, US and Taiwan Consulates, State Department, travel agencies, etc.

2. 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 have been made; 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.

4. Non-CCAI Fees/Costs (Please refer to “Adoption Expense & Chronology” for details)

- A. Oversight and maintenance fee per adoption, to the accrediting entity, IAAME.
- B. Your child abuse clearance reports, police clearance reports, fingerprints, and USCIS I-600A filing.
- C. Certification/authentication of your dossier by the Secretary of State(s) and by the Taiwan Embassy(s)/consulate(s).
- D. Your passport(s) and visa(s).
- E. Your international travel and accommodations.
- F. In-Country fees that include dossier processing, child match, and adoption finalization.
- G. Your child’s passport and visa, physical examination, and international travel for him/her to the US.

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 (although should additional adoptive or post adoptive services be required by Taiwan, additional fees and or deposit may be required), 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 have included the First CCAI program fee of \$3,650 (see front page) in the form of:

- Credit Card Authorization Form
- Check or money order, payable to CCAI
- ACH Bank Transfer
- Wire transfer to CCAI

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

Wife’s Printed Name

Husband’s Signature

Wife’s Signature

Date

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 two-page document is not valid unless both pages are initialed/signed and returned to CCAI.

CCAI Taiwan Service Agreement

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**. While Taiwan is not a Hague country, the Universal Accreditation Act (UAA) implemented on July 14, 2014, requires a service plan be established 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: Taiwan adoption authority (Child Welfare Bureau, Er Tong Ju), Ministry of Interior, and Foreign Supervised Provider (Cathwel)
		Arranging an adoption: CCAI US employees and Foreign Supervised Provider (Cathwel), in conjunction with Child Welfare Bureau (Er Tong Ju), Ministry of Interior
2	Securing the necessary consent to termination of parental rights and to adoption	Foreign Supervised Provider (Cathwel)
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: Foreign Supervised Provider (Cathwel)
		Home study on prospective adoptive parent(s): CCAI social service contract worker (an “exempted provider” under Hague) or social service employee
4	Making non-judicial determinations of the best interests of a child and the appropriateness of an adoptive placement for the child	CCAI US employees, Foreign Supervised Provider (Cathwel), Taiwan adoption authority (Child Welfare Bureau, Er Tong Ju), and Ministry of Interior
5	Monitoring a case after a child has been placed with prospective adoptive parents until final adoption	n/a 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.	n/a The Foreign Supervised Provider (Cathwel) maintains custody of the child 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, complete the home study process, compile the dossier, prepare for child match and travel, fill out United States Citizenship and Immigration Services (USCIS) paperwork, complete post adoption requirements, and access information regarding current paperwork processing 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 service contract worker (an "exempted provider" under Hague) or social service employee and will meet the requirements of the State of Colorado, the USCIS, and Taiwan.
 - Guide the Adoptive Family through USCIS requirements, including reporting any changes to the USCIS office.
 - Provide information and services to the Adoptive Family regarding Colorado pre-adoption requirements.
 - Provide the Adoptive Family with at least 24 hours of adoption and parent training as required by the State of Colorado.
 - In conjunction with Cathwel as well as the Taiwan Adoption Authority (Child Welfare Bureau, Er Tong Ju), and Ministry of Interior, perform the Hague-identified adoption service of "Arranging an adoption." CCAI will act as the Adoptive Family's liaison to Cathwel between/ amongst child match request, dossier submission, and post adoption reports submission.
 - In conjunction with the Taiwan Adoption Authority (Child Welfare Bureau, Er Tong Ju), Ministry of Interior, and Cathwel, 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 the Adoptive Family expresses interest in a prospective child, CCAI will transmit to the Adoptive Family all of the medical and background information available from the orphanage (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 Cathwel, the provider legally placing the child for adoption.
 - Request additional/updated information on the Adoptive Family's matched child(ren) from Cathwel and forward when/if available.
 - Review the Adoptive Family's completed dossier, prepare and send it to Cathwel.
 - Provide post adoption report services to the Adoptive Family and the Adoptive Family's adopted Taiwanese child in compliance with Taiwan's requirements.
 - Provide ongoing post adoption support services to the Adoptive Family if challenging issues arise during 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 I/we, the **Adoptive Family**, agree to:
- Provide CCAI with the needed documents and participate in the home study visits and process.
 - Discuss with my/our social worker realistic expectations of the Taiwan adoption process as well as expectations regarding the physical and developmental conditions of my/our future adopted child.
 - 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 my/our USCIS approval form approves my/our family for the age, gender, and medical needs of the child I/we have accepted or are open to accept.
- Compile my/our adoption dossier for submission to Taiwan within three months of my/our acceptance of an official child match. CCAI reserves the right to close my/our file and/or charge an additional dossier service fee if I/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 filing of the PAIR documents with USCIS, as well as Child-Specific Training following our acceptance of an official child match.
- Stay informed about current process 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 my/our own cost) to the extent I/we believe necessary in the process of deciding to adopt a particular child.
- Notify my/our social worker as soon as I/we have been selected by the orphanage to receive a child referral and provide a copy of our matched child's adoption file to my/our social worker.
- Review, sign, and return my/our Adoption Placement Agreement to CCAI in a timely fashion. Should I/we fail to communicate my/our decision regarding my/our child referral, Cathwel may withdraw my/our referral and close my/our file, and CCAI reserves the right to close my/our adoption file.
- Where applicable, complete additional Older Child (age 5+) and/or Adopting Multiple Children and/or Adopting Out of Birth Order adoption preparation requirements.
- Sign the Adoption Placement Agreement before final travel to Taiwan.
- Comply with the post adoption requirements of Taiwan and the State of Colorado. Post Adoption reports with photos and applicable supporting documentation are required at 3 months, 6 months, 9 months, 1 year, 2 years, 3 years, 4 years, 5 years, 6 years, and 7 years following adoption finalization.
- Notify CCAI upon any changes in my/our personal or family situation including but not limited to job change, change of address, marriage, separation, divorce, pregnancy, placement of foster or adopted child(ren), changes to household members, significant changes in physical or mental health status, significant change in financial status, criminal or neglect charges, or any other significant events that materially impacts my/our family's ability to be considered for a child placement..
- Discuss with my/our social worker realistic expectations of the Taiwan adoption process as well as expectations regarding the physical and developmental conditions of my/our future adopted child.
- In the event of dissolution (relinquishing a child at any point after adoption finalization in Taiwan), take the 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 (NVC) and American Institute in Taiwan (in Taipei, Taiwan), **U.S. government authorities**, are responsible for:

- Receiving my/our initial USCIS filing and inviting us to be fingerprinted.
- Reviewing all my/our USCIS documents, including the home study, and issuing the Approved Form I-600A which allows me/us to adopt an orphan child from Taiwan.
- Issuing PAIR approval after I/we submit my/our matched child's information.
- Collecting my/our adoptive child's referral documents, USCIS PAIR approval, NVC approval and my/our DS-260, through the American Institute in Taiwan acting as the US Central Authority.
- Issuing my/our I-600 approval after I/we submit my/our matched child information; issuing my/our adopted Taiwan child's visa to enter the United States through the American Institute in Taiwan (US Consulate), at the end of my/our adoption trip.

- B. I/We acknowledge and understand that the Taiwan Adoption Authority (Child Welfare Bureau, Er Tong Ju), Ministry of Interior, and Cathwel, **local Taiwanese authorities**, are responsible for:
- Setting the standards for qualified adopters and dossier requirements for Taiwan adoptions.
 - Performing the Hague-identified adoption services of “Identifying a child for adoption,” and in conjunction with CCAI, “Arranging an adoption.”
 - Performing the Hague-identified adoption service of “securing the necessary consent to termination of parental rights and to adoption.”
 - 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.
 - Gathering, verifying, approving, and transmitting the entirety of adoptable children’s information to CCAI.
 - Selecting my/our family to be matched with a child based on their requirements, my/our adoption petition, and my/our home study approval.
 - Receiving and reviewing my/our dossier documents.

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. government authorities and local Taiwanese authorities** are outside of the control of CCAI.

Adoptive Family Initials _____

C. In the event of potential dissolution (relinquishing a child at any point after adoption finalization in Taiwan), **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 my/our intercountry adoption agency and understand that the goal of our relationship is to have a legally adoptable abandoned/orphaned Taiwanese child placed with my/our family. We understand that there are certain risks involved in intercountry adoption and such a placement is not guaranteed. While CCAI will attempt to provide me/us with all available information about the prospective adoptive child made available by Cathwel and assist me/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 Taiwanese or US governments and changes in international relations between Taiwan and the US. In addition, a child may be placed with me/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 my/our child’s adoption file.

Adoptive Family Initials _____

B. 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 I/we have any complaint against those agencies. Those agencies include, but are not limited to, IAAME, USCIS, Secretary of State, State Departments, Taiwan and American Consulates/Embassies (AIT Office), courier services, travel agencies, hospitals, doctors, local Taiwanese authorities, Child Welfare Bureau (Er Tong Ju), Ministry of Interior and Cathwel. 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 me/us all of the medical and background information received from Cathwel 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 my/our responsibility as the Adoptive Family to seek out medical consultation to the extent I/we believe necessary in the process of deciding to adopt a particular child. Any costs associated with an independent medical consultation service are my/our voluntary investment in the adoption process. I/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 Cathwel, the provider legally placing the child for adoption.

Adoptive Family Initials _____

D. I/We further understand that CCAI will make good faith efforts to obtain additional and/or updated information on my/ matched child, but I/we acknowledge that such information is not guaranteed. Receipt and timeliness of additional and/or updated information is dependent on Cathwel and the local orphanage and as such is beyond the control of CCAI.

Adoptive Family Initials _____

E. I/We, the Adoptive Family, have read the "Basic Steps and Timeline" document which was sent to me/us with the Information Packet. I/We understand that estimated timelines are not guaranteed and are subject to change during my/our adoption process depending on factors such as the speed of dossier preparation, how quickly the USCIS processes my/our application, how quickly the National Visa Center and the U.S. Consulate process my/our documents, political and international events, and other unforeseen circumstances. I/We further understand that the timeframe in which I/we may receive an official child referral is not guaranteed and is directly affected by the availability of children in correlation to age, gender and medical condition(s) I/we would consider, as well as Cathwel decision for match of any particular child(ren) available.

Adoptive Family Initials _____

F. I/We understand that, upon its completion, I/we have the opportunity to read and review my/our home study, excluding the confidential reference section, at the CCAI office.

Adoptive Family Initials _____

G. I/We understand that CCAI reserves the right, and I/we therefore grant CCAI perpetual permission, to communicate with my/our social worker and/or home study provider at any point in my/our adoption process, including the post adoption period. Should the social worker, home study provider or CCAI determine that psychological evaluation of the adoptive parent(s), an updated assessment of my/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 my/our home, behavioral, financial or employment conditions occur at any time in the adoption process or circumstances otherwise warrant the same, I/we agree to undergo such evaluation, update, or counseling at my/our own expense, within 30 days of notification of such a request. Should I/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 my/our adoption file.

Adoptive Family Initials _____

H. Should at any point in my/our adoption process I/we cease to qualify for Taiwan adoption according to current Taiwanese government and Cathwel policies and practices, and/or U.S. immigration laws, as may be amended from time to time, and even subsequent to my/our initial application, I/we understand that the USCIS may reject my/our I-600A, Cathwel may return my/our dossier, and CCAI may close my/our adoption file.

Adoptive Family Initials _____

I. I/We acknowledge that an adoption in Taiwan is considered final after approval by the local Taiwanese court and issuance of the Final Ruling. From such time my/our child will be afforded the same rights as if he/she had been born to me/us. We further understand that should my/our child require any services following adoption finalization and placement, 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 my/our family's sole responsibility.

Adoptive Family Initials _____

J. I/We agree to hold CCAI, including CCAI staff in the United States 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 _____

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 well as the responsibilities of other Providers known as U.S. government authorities, the Child Welfare Bureau (Er Tong Ju), Ministry of Interior, Cathwel and local Taiwanese 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 Initials Husband's Signature Date

Wife's Printed Name Initials 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: ____/____/20__

(Notary's Signature)

Agency Representative Name 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.

Rev. 8/2019 IS

