

# CCAI Ukraine 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 (hereafter collectively referred to as the “Adoptive Family” or “We” “you” “your” “our” “us”) (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 Ukraine 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: Ukraine adoption authority, the Ministry of Social Policy, Department of Child Protection and Adoption (MSPDCPA),
		Arranging an Adoption: Foreign Supervised Provider, CCAI Employees, MSPDFC, Regional Children’s Services
2	Securing the necessary consent to termination of parental rights and to adoption.	Regional children’s services and the MSPDCPA.
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: Regional children’s services to the MSPDCPA, which then provides it to the prospective adoptive parents.
		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.	Regional children’s services, the MSPDCPA, and 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 services maintains the child’s guardianship 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, advise on completing 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 worker (considered an exempted provider under Hague) and will meet the requirements of the State of Colorado, the USCIS, the UAA and the Ukraine MSPDPCA.
- 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 under the Universal Accreditation Act (UAA) and the State of Colorado
- 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 at the MSPDPCA.
- In conjunction with Ukraine's Adoption Authority, the Ministry of Social Policy, Department of Family and Children, and Foreign Supervised Provider, performing the Hague-identified adoption service of "Arranging an adoption."
- In conjunction with Ukraine's Adoption Authority, the Ministry of Social Policy, Department of Child Protection and Adoption, 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".
- 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.
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Agency Initial \_\_\_\_\_ (CCAI Representative)

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

- Provide CCAI with the needed documents and participate in the home study visits and process.
- Discuss with our social worker realistic expectations of the Ukraine 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 Ukraine 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.
- Where applicable, complete additional Older Child (age 5+) adoption preparation requirements
- 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 post adoption requirements of the MSPDFC and Colorado.
  - Register our child within 30 days of arrival in the United States at the Ukraine Embassy that has jurisdiction for our State
  - Submit self-reports during the first three years following the adoption and once every three years thereafter,

until the child's 18th birthday to Ukraine.

- If only one parent completed the adoption, after re-adoption in the state of Colorado, apply for US citizenship for our child.
- 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, we acknowledge and agree that 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. We acknowledge and understand that USCIS, National Visa Center (NVC) and U.S. Consulate (in Kiev, Ukraine), **U.S. Government 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-600A which allows us to adopt an orphan from Ukraine.
  - Issuing our I-600 approval after we submit our matched child information; issuing our adopted Ukraine child's visa to enter the United States through the US Consulate in Kiev, Ukraine, at the end of our adoption trip.
- B. We acknowledge and understand that the **MSPDCPA** is responsible for:
- Setting the standards for qualified adopters and dossier requirements for Ukraine adoptions.
  - 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."
  - Receiving, reviewing and accepting our dossier documents.
  - Issuing an appointment for purposes of a child referral.
  - Matching us with a child in person at the MSPDCPA office in Ukraine based on their requirements, USCIS approval, adoption petition, dossier documents, and our home study approval.
- C. We acknowledge and understand that the **Regional Children's Services and the MSPDCPA** 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, 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"
  - At such time that a prospective child referral becomes available, providing in person in Ukraine to the Adoptive Family all of the medical and background information available from the MSPDCPA and Regional Children's Services (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 Regional Children's services legally placing the child for adoption.

By initialing below, we acknowledge and agree that we have read and understand that the above duties of other Providers known as the **U.S. Government Authorities, MSPDCPA and the Regional Children's Services** 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 Ukraine), 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. 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 Ukrainian child 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 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 Ukraine or U.S. governments and changes in international relations between Ukraine 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 trauma or physical, emotional and/or sexual abuse, that have remained partially or totally undiagnosed/undisclosed and which were unknown to CCAI. 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. 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, Ukraine and American Consulates/Embassies, hospitals, doctors, and local Ukraine authorities, travel agencies, and Regional children’s services and the MSPDCPA, 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. 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 acceptance of our dossier in the Ukraine by the MSPDCPA, the current child match, political and international events, and other unforeseen circumstances.

*Adoptive Family Initials* \_\_\_\_\_

- D. 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* \_\_\_\_\_

- E. We further understand that the timeframe in which we may be invited to Ukraine to review child files 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* \_\_\_\_\_

F. We understand that if we do not accept a child referral at the MSPDCPA at our first appointment, we may request another appoint to view additional child files. We further understand that after 3 appointments we have not accepted a child referral, our dossier will be returned to us by the **MSPDCPA** and our adoption registration closed.

*Adoptive Family Initials* \_\_\_\_\_

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

*Adoptive Family Initials* \_\_\_\_\_

H. 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. 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, we understand that CCAI will close our adoption file.

*Adoptive Family Initials* \_\_\_\_\_

I. Should at any point in our adoption process we cease to qualify for Ukrainian adoption according to the Ukrainian Adoption Law, current Ukraine 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 Ukrainian government may return our dossier and CCAI may close our adoption file.

*Adoptive Family Initials* \_\_\_\_\_

J. We acknowledge that under the Hague Convention, an adoption in Ukraine is considered final after registration in the local province. 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* \_\_\_\_\_

K. We agree to hold CCAI, including CCAI staff in the United States and CCAI representatives in Ukraine (Foreign Supervised Providers) 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 set forth above, as well as the responsibilities of other Providers known as the Home Study Agency, U.S. government authorities, the MSPDCPA and local Ukraine 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.

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<b>Husband's Printed Name</b>	<b>Initials</b>	<b>Husband's Signature</b>	<b>Date</b>
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<b>Wife's Printed Name</b>	<b>Initials</b>	<b>Wife's Signature</b>	<b>Date</b>
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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)

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<b>Agency Representative Name</b>	<b>Signature &amp; Date</b>
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Note: This six-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 Ukraine 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 \$6,000	Adoption Orientation, Adoption Assessment/Home Study, Background Check, USCIS (I-600A) 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 \$3,400	Child Match Preparation, Bulgaria Adoption Trip Planning, International Communication, USCIS Monitoring, Post Adoption Support & Consultation, Accrediting Entity Monitoring & Oversight Coordination, and Administration	Due with Submission of Dossier
Refundable Citizenship/Validation Deposit of \$200	Refunded upon CCAI's receipt of a photocopy of court validation decree, CO birth certificate, Child Arrival File, and child's Certificate of Citizenship. <b>NOTE:</b> If only one parent travels to Ukraine to complete the adoption, your child will arrive home on an IR-4 visa and will only receive a Permanent Resident Card, NOT US citizenship. After re-adoption, adoptive parents must apply for a Certificate of Citizenship through USCIS.	At notice of MSPDCPA appointment

### 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 MSPDCPA, 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), MSPDCPA, US and Ukraine Consulates, State Department, travel agencies, etc.

**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.

**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 report, approval of placement by CO State Department, police clearance report, fingerprints, and filing I-600A to USCIS
- C. Certification/authentication of your dossier by the Secretary of State(s) and by the Ukraine Embassy(s)/consulate(s).
- D. In-country fees for dossier translation & legalization, child placement, other Latvia foreign fees, and other in-country fees that include Ukraine facilitator and government fees for dossier processing and adoption finalization.
- E. Your passport(s) and visa(s).
- F. Your international travel and accommodations.
- G. In-Country fees that include dossier processing, child match, and adoption finalization and notarization.
- H. Your child's passport and visa, physical examination, and international travel for him/her to enter the USA.
- I. Your child's Court Validation Fee and Child's Colorado Birth Certificate Fee

**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, 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 1<sup>st</sup> Program Fee (\$6,000) and IAAME fee (\$500) by check or money order made payable 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:                                      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 two-page document is not valid unless both pages are initialed/signed and returned to CCAI.