

# CCAI Bulgaria Service Agreement

## For Families in Florida, Georgia, Texas and Wyoming

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	When Service is Provided
1	Identifying a child for adoption and arranging an adoption	Identifying a child for adoption: <ul style="list-style-type: none"> <li>▪ The <b>Regional Social Assistance Directorate (RSAD)</b>, who holds legal guardianship, makes the initial decision to place a child for adoption and prepares the child’s adoption file, including medical and social information, and forwards to Bulgaria’s Central Authority, the <b>Ministry of Justice (MOJ)</b>.</li> <li>▪ The <b>MOJ</b> inscribes the child into the Register for full adoption.</li> </ul> Arranging an adoption: <ul style="list-style-type: none"> <li>▪ <b>CCAI US</b> employees and its <b>Foreign Supervised Provider Family National Association</b> provide services as outlined in the Service Agreement, in conjunction with</li> <li>▪ the <b>MOJ</b> (grants “soft-match” where applicable, reviews and approves dossier, issues formal referral, issues permission for family to meet child, verifies and approves adoption paperwork for submission to court, etc.) and</li> <li>▪ public foreign authority <b>Sofia City Court, Marital Department</b> (issues adoption decree to finalize adoption)</li> </ul>	Commences at RSAD’s and MOJ’s discretion (unrelated to the specific Adoptive Family’s adoption process timeline); may be prior to or after Adoptive Family initiates adoption  Commencing at time of execution of this Service Agreement and continuing until adoption finalization
2	Securing the necessary consent to termination of parental rights and to adoption	<ul style="list-style-type: none"> <li>▪ In cases of abuse, neglect, abandonment, etc., the <b>RSAD</b> issues an order to place the child in care of social services, which is affirmed by the <b>regional court</b>.</li> <li>▪ In cases where parents have given consent for full adoption, the <b>local Social Assistance Directorate</b> notifies the <b>RSAD</b>, who verifies legal prerequisites.</li> <li>▪ In all cases the <b>MOJ</b> issues final termination of parental rights.</li> </ul>	Prior to child becoming legally available for adoption
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: The <b>RSAD</b> prepares background information for a child’s adoption file for submission to the MOJ.  Home study on prospective adoptive parent(s): <b>CCAI</b> social service employee or contract worker (an “exempted provider” under Hague)	Prior to child becoming legally available for adoption  Prior to dossier submission to the MOJ
4	Making non-judicial determinations of the best interests of a child and the appropriateness of an adoptive placement for the child	<b>CCAI US</b> employees via the Medical Conditions Checklist and Child-Specific Training, with ultimate authority of the <b>MOJ</b> via “soft-match” or direct referral, and by review and approval of the adoption dossier	At such time a potential referral becomes available from MOJ (variable); may occur prior to or following dossier submission

5	Monitoring a case after a child has been placed with prospective adoptive parents until final adoption	Not applicable; children are placed with adoptive parents after adoption finalization	Not applicable
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; children are placed with adoptive parents after adoption finalization	Not applicable

### 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 \_\_\_\_\_ the USCIS, and the MOJ.
- 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 \_\_\_\_\_ pre-adoption requirements.
- Provide the Adoptive Family with at least 12 hours of online adoption and parent training as required under the Hague Convention a, Bulgaria and CCAI, with 12 hours of additional live face-to-face Zoom training.
- Review the Adoptive Family’s completed dossier and prepare it to be sent to the in-country FSP.
- Act as the Adoptive Family’s liaison to the in-country FSP between dossier submission and child match.
- In conjunction with Bulgaria’s Central Authority, the MOJ, and FSP, performing the Hague-identified adoption service of “Arranging an adoption.”
- In conjunction with Bulgaria’s Central Authority, the MOJ, 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 MOJ and provided through the FSP (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 FSP, 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.
- Discuss with our social worker realistic expectations of the Bulgaria 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.
- Where applicable, complete additional Older Child (age 5+), Out of Birth Order/Multiple Children adoption preparation requirements.
- Compile our adoption dossier for submission to Bulgaria within nine 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 12 hours of adoption parent training required under the Hague Convention, Bulgaria and CCAI and also complete online testing to confirm training completion prior to homestudy completion. Additionally, completion of the 12 hours of CCAI's required live face-to-face Zoom training prior to adoption finalization.
- Notify CCAI within five business days of any changes in our/my 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/my 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.
- Notify our social worker as soon as we/I have accepted a referral and provide a copy of our/my matched child's adoption file to our social worker
- 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/my I-800 within 2 months.
- Comply with the post adoption reporting requirements of Bulgaria and the State of \_\_\_\_\_ 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.
- At all times treat CCAI employees, contractors/FSPs, 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/my initial USCIS filing and inviting us/me to be fingerprinted.
  - Reviewing all our/my USCIS documents, including the home study, and issuing the Approved Form I-800A which allows us/me to adopt an orphan from Bulgaria.
  - Issuing our/my Hague adoption's Article 5 after receiving the NVC approval and our/my DS-260 filling.
  - Issuing our/my I-800 approval after we/I submit our/my matched child information; issuing our/my adopted Bulgarian child's visa to enter the United States through the US Consulate in Sofia, Bulgaria, at the end of our/my 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 the Regional Social Assistance Directorate, CCAI, and the FSP, performing the Hague-identified adoption service of "Identifying a child for adoption and arranging an adoption."
  - In conjunction with the Regional Social Assistance Directorate, 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 FSP.
  - Matching us /me with a child based on their requirements, our/my adoption petition, and our/my home study approval.
- C. I/We acknowledge and understand that the **Regional Social Assistance Directorates** is responsible for:
- In conjunction with the MOJ, performing the Hague-identified adoption service of "Identifying a child for adoption."
  - In conjunction with the MOJ, 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.

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 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
- 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 my/our family. We/I understand that there are certain risks involved in international adoption and such a placement is not guaranteed. While CCAI will provide me/ us with all information about the prospective adoptive child made available by the MOJ 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. CCAI makes no warranty, either express or implied, and CCAI is not responsible for the long-term outcome of the adoption. 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/me 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 acknowledge that CCAI is not and cannot be responsible for such conditions or problems. 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 us/me 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 welfare institute 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 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 MOJ, the Bulgaria Central Authority thru the FSP. 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. I/We understand that CCAI will transmit to us/me the entire medical and background information received from the MOJ via the FSP 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/my 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 the MOJ 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 MOJ, the Bulgaria Central Authority thru the FSP.

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

- E. I/We understand that CCAI's listing of any 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'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, Bulgaria and American Consulates/Embassies, hospitals, doctors, and local Bulgaria authorities, travel agencies, and Regional Social Assistance Directorate and the MOJ, 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* \_\_\_\_\_

- F. 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 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 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 MOJ's decision for match of any particular child available. CCAI makes no warranty as to the time it may take to complete the adoption.

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

- G. I/we understand that I/we must maintain continuous current US immigration (I-800A) approval until adoption finalization, and any/all home study updates and new I-800A approvals must be forwarded to Bulgaria. Failure to maintain current immigration approval will result in my/our dossier being removed from the Bulgarian Ministry of Justice's Registry of adoptive parents.

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

H. I/We understand that all correspondence from CCAI, including but not limited to phone calls, emails, text messages, agency agreements/statements, informational/instructional packets, and the copyrighted Dossier Guide are intended for the sole use of my/our CCAI adoption. I/We agree not to post such information on any social media platform or transmit this information to any other individuals and/or agencies. CCAI reserves the right to close my/our adoption file if this agreement is breached.

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

I. I/We understand that CCAI reserves the right and we therefore grant CCAI perpetual permission to communicate with my/our social worker at any point in my/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 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 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 our adoption file.

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

J. I/We acknowledge that CCAI cannot guarantee that 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, we fail to be accepted or qualify as adoptive parent(s). I/We understand that 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 my/our dossier and CCAI may close my/our adoption file.

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

K. We/I acknowledge and understand that pregnancy/birth/additional adoptive placement of a child in my/our family may delay or even halt the current adoption process, depending on the timing and the requirements of Bulgaria. We/I understand my/our responsibility to notify CCAI within 5 business days of such a change to our/my family status and to discuss the situation with the Program Coordinator. CCAI reserves the right to place our/my adoption case "on hold," which may include withdrawing our/my dossier/home study from consideration by foreign agencies/officials and/or withdrawing any pending referral, as applicable/required by Bulgaria.

*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 my/our child will be afforded the same rights as if he/she had been born to us. We further understand that should my/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 my/our family's sole responsibility.

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

M. While most intercountry adoptions are historically "closed," in that birth families may be unknown or uninvolved in the adoption process and contact information is not typically exchanged between birth and adoptive families, I/we acknowledge that the advent of DNA testing and more widespread access to and global use of the internet has resulted in the possibility that a birth family member could conceivably locate

an adoptee and/or adoptive family in future. CCAI will never share the Adoptive Family's information with an outside party without written permission; however CCAI has no control over the actions of a foreign Central/Adoption Authority, Regional Social Assistance Directorate, court, or other local authority.

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

- N. I/We understand that the U.S. Department of Health and Human Services (HHS)/Centers for Disease Control and Prevention (CDC) regulations and U.S. immigration law require that adopted children (and all other immigrants) receive certain vaccinations before they can be granted an immigrant visa to enter the U.S. Where possible, this includes a vaccination for COVID-19, unless it is "not routinely available" in the child's country of origin, not "age-appropriate," and/or "not medically appropriate."

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

- O. I/We agree to hold CCAI, including CCAI staff in the United States and CCAI representatives (FSP) 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: , 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* \_\_\_\_\_

- P. 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, Bulgarian and American Consulates, travel agencies, Bulgaria MOJ, and the Regional Social Assistance Directorate, etc.

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

- Q. Married Applicants - 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, etc.

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

## 5. Miscellaneous.

1. 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.



2. Survival. Terms of this Service Agreement that by their sense and context are intended to survive the termination of the Service Agreement will survive.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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 MOJ 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 nine-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. This Service Agreement must be accompanied by the Fee Policy/Agreement.