

SAMPLE CCAI China Adoption Fee Policy/Agreement

International Families (Other Home Study Agency)

CCAI is a non-profit 501c (3) charitable organization. Our focus and our passion is on placing homeless children in loving 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.” Additionally, no part of your CCAI fees will be used to fund programs or services that do not pertain to your adoption.

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 three payments - collecting fees only when the family is ready to receive services at each phase.

Payment	What Services The Fee Covers	Due
1 st Fee - \$4,700	Adoption Orientation, Home Study Agency Coordination & Supervision, Home Study Consultation & Review, USCIS (I-800A) Filing, Dossier Assistance/Review & Assessment Sealing, Dossier Compilation, Domestic Communication, Hague-Required Adoption & Parent Training (12 hours), Child-Specific Training Consultation, Accrediting Entity Monitoring & Oversight Coordination, and Administration	After application approval
2 nd Fee - \$5,050	Translation Part I, CCAI In-China Services Part I, Child Match Preparation & Coordination, China Adoption Trip Training, USCIS (I-800) and Article 5 Hague Processing, International Communication, Child Information Update, Accrediting Entity Monitoring & Oversight Coordination, and Administration	When family submits their dossier
3 rd Fee - \$4,700	Translation Part II, CCAI In-China Services Part II, LOA to Adoption Travel Arrangements, Post Adoption Report Submission, Post Adoption Support & Consultation, Accrediting Entity Monitoring & Oversight Coordination, Administration	Prior to child match/ acceptance letter
Refundable Post Adoption Deposit - \$1,500	Refunded if all post adoption requirements (including all post adoption reports/photos and CCAI's receipt of a copy of Child Arrival File and Certificate of Citizenship) are satisfactorily completed in a timely manner.	Prior to submission of the I-800 to USCIS

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:
 - First 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.
 - Second 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.
 - Third CCAI Program Fee: 50% refundable within 30 calendar days, 25% refundable within 60 calendar days, 0% 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 Chinese Children 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 will be required, possibly including additional service fees and/or deposits. Should additional adoptive or post adoptive services be required by the CCCWA (China Center of

Children’s Welfare and Adoption), 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, Home Study Agency, USCIS, CCCWA, US and Chinese Consulates, State Department, travel agencies, etc.

Initials _____

3. Consequences of Non-Payment

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

Initials _____

4. Expenses Necessary to Complete Your Adoption

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

Expense	Amount	Pay to	Due
Application Fee	\$250 – Check/ACH Withdrawal	CCAI	App Submission
First Program Fee (incl. dossier compilation fee)	\$4,700 – Check/ACH Withdrawal	CCAI	After App Approval
IAAME Monitoring & Oversight Fee	\$500 – Check/ACH Withdrawal	CCAI (forwarded to IAAME)	After App Approval
Home Study Fee ¹	As agreed with home study agency that can serve international families	Your home study agency	As agreed with your home study agency
USCIS Filing & Fingerprinting ²	\$775 – Check/Money Order \$85 per person for FP (may vary at US Embassy/Consulate in country)	US Department of Homeland Security (fingerprinting fee is paid at US Embassy/ Consulate in country)	When home study is completed and approved
Second Program Fee	\$5,050 – Check/ACH Withdrawal	CCAI	Dossier Submission
CCCWA Fee	\$1,270 (wiring fee included) – Check/ACH Withdrawal	CCAI (wired to China)	Dossier Submission
CCCWA Post Adoption Translation Fee	\$300 – Check/ACH Withdrawal	CCAI (wired to China)	Prior to receiving child match acceptance letter (LOA)
Third Program Fee	\$4,700 – Check/ACH Withdrawal	CCAI	Prior to receiving child match acceptance letter (LOA)
Post Adoption Deposit (refundable) ³	\$1,500 – Check/ACH Withdrawal	CCAI	Prior to receiving child match acceptance letter (LOA)
Visa to enter China	\$140 per person (plus courier fee) – Check/Credit Card	Chinese Consulate via a courier/travel agency	Approximately one month before travel to China, if applicable
In-China Travel & Accommodations	Approx. \$4,000 - \$4,400 for two adults – Check	CCAI (wired to China)	Approx. 7-10 days prior to China departure
Adoption Registration and Notarization	Approx. \$800 - \$1,000 – Cash	Local government in China	In China
Orphanage Donation ³	(Voluntary)	Orphanage	In China
Child’s Passport	\$100 - \$150 – Cash	Local passport agency	In China
Food	Approx. \$700 - \$800 per couple – Cash/Credit Card	Hotel(s), restaurant(s)	In China
Child Physical & Photo	Approx. \$130 - \$150 – Cash	Clinic	In Guangzhou, China
Child U.S. Entry Visa	\$325 – Cash or Check	US Consulate in	In China

		Guangzhou, China	
International & U.S. Domestic Airfare	Approx. \$1,000 - \$2,000 per traveler (adopted child over 2 requires full ticket) – Credit Card	A travel agency/airline of your choice	Within 90 days after receiving visa from the US Consulate for your adopted child
Post Adoption Support	As agreed with local home study agency ¹	Your home study agency	As agreed with your home study agency
N-600K ⁴	\$1,170 – Check/Money Order	U.S. Department of Homeland Security	After adoption finalization
Court Validation Fee	Varies by state/county	Your county court	After U.S. return
Child Birth Certificate	Varies by state	Your state	After U.S. return
TOTAL: \$28,100 - \$31,900 for two adult travelers (not including home study or post adoption costs, post adoption deposit, or orphanage donation)			

¹ The home study and post adoption fees can vary greatly; a home study is generally between \$1000 - \$3000 and post adoption fees are generally between \$150 - \$500 per report. Please email ccai@ccaifamily.org for the list of home study agencies that can serve international families outside of China or SE Asia.

² China adoption timelines are variable. Due to unpredictable wait times, you may need to re-file your immigration application, which includes a new I-800A form or Supplement 3, re-fingerprinting and a home study update. The overall cost to re-file can be an additional \$900 plus home study update fee.

³ The "Total" above does not include the \$1500 refundable Post Adoption deposit or the orphanage donation.

⁴ The N-600K is applicable for families who do not immediately move back to the U.S. This is required to establish U.S citizenship for your adopted child. (See pages 22-23 of this Packet for more detailed information.)

Initials _____

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

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

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

_____	_____
Husband's Printed Name	Wife's Printed Name
_____	_____
Husband's Signature	Wife's Signature
_____	_____
Date	Date

The signing of this document by _____ was witnessed by:

_____	_____	_____
Printed Name	Signature	Date

Note: This three-page document is not valid unless all pages are initialed/signed and returned to CCAI. Rev. 2/2020 Intl 1 (Other HS agency)

CCAI Service Agreement

International Families (Other Home Study Agency)

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

Background

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

	Adoption Service	Provider
1	Identifying a child for adoption and arranging an adoption	Identifying a child for adoption: The state-run orphanage, Provincial Adoption Office, and China’s Central Authority, the China Center for Children’s Welfare & Adoption (CCCWA)
		Arranging an adoption: CCAI US/China employees and its Foreign Supervised Providers, in conjunction with the CCCWA, and public foreign authorities (orphanage and Provincial Adoption Office)
2	Securing the necessary consent to termination of parental rights and to adoption	The state-run orphanage and the CCCWA
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 state-run orphanage
		Home study on prospective adoptive parent(s): The Adoptive Family’s chosen accredited home study agency (considered a supervised provider under Hague) (_____)
4	Making non-judicial determinations of the best interests of a child and the appropriateness of an adoptive placement for the child	CCAI US employees and the CCCWA
5	Monitoring a case after a child has been placed with prospective adoptive parents until final adoption	CCAI’s Foreign Supervised Provider(s) in conjunction with Provincial Adoption Office
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 to a China adoption, as the orphanage maintains legal custody until final 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, choose a home study agency, compile the dossier, prepare for child match and travel, complete immigration filing for the family, complete post adoption requirements, and access information regarding current paperwork processing and travel timelines.
 - Complete the sealing of the some of the Adoptive Family's dossier, including notarization, certification and authentication of applicable documents.
 - Review and approve the home study prepared by the home study agency (if agency is not Hague accredited) based on the USCIS and China Center for Children's Welfare and Adoption (CCCWA) requirements.
 - Guide the Adoptive Family through USCIS requirements, complete the USCIS filings for the family.
 - Assist and monitor the Adoptive Family's dossier compilation; review the Adoptive Family's completed dossier and prepare it to be sent to the CCCWA.
 - Provide the Adoptive Family with at least 12 hours of adoption and parent training as required under the Hague Convention and CCCWA.
 - In conjunction with the CCCWA and public foreign authorities (orphanage and Provincial Adoption Office), perform the Hague-identified adoption service of "arranging an adoption." CCAI will act as the Adoptive Family's liaison to the CCCWA between/amongst dossier submission, child match acceptance letter (LOA) and Travel Approval issuing, and post adoption reports submission.
 - In conjunction with the CCCWA, 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 CCCWA (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 (the orphanage) legally placing the child for adoption.
 - Request additional/updated information on the Adoptive Family's matched child from the CCCWA and forward when/if available.
 - Translate various adoption documents from Chinese to English or from English to Chinese.
 - Assist with the arrangement of the Adoptive Family's adoption travel, in-China hotels and transportation, and appointments with the Chinese and U.S. governmental agencies to finalize the adoption.
 - In conjunction with Provincial Adoption Office via CCAI's in-China Foreign Supervised Provider(s), perform the Hague-identified adoption service of "Monitoring a case after a child has been placed with prospective adoptive parents until final adoption."
 - 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 home study/post adoption agency.
 - 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 the adoption journey we, the **Adoptive Family**, agree to:
 - Select a licensed, non-profit, accredited home study agency within the CCAI exempted provider network.
 - Provide our home study agency with the needed documents and participate in the home study visits and process.
 - Discuss with our social worker realistic expectations of the China adoption process as well as expectations

- regarding the physical and developmental conditions of 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 our USCIS approval form approves our family for the age, gender, and medical needs of the child we have accepted or are open to accept.
 - Compile our adoption dossier for submission to the CCCWA. If we accept a Waiting Child prior to dossier submission and should our dossier for ANY reason fail to be submitted to the CCCWA prior to the CCCWA's final deadline, the CCCWA may release our child to be matched with another adoptive family. CCAI reserves the right to close our file and/or charge an additional dossier service fee if we do not complete the dossier process within nine months of submission of this Service Agreement, following a 30-day written notification.
 - Notify CCAI within five business days of any changes in our personal or family situation including but not limited to job change, change of address, change of telephone numbers/email address, marriage, 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.
 - Comply with the 12 hours of adoption parent training required under the Hague Convention and CCCWA and complete the online testing to confirm training completion prior to official child match acceptance letter (LOA), as well as Child-Specific Training following referral..
 - Stay informed about match and travel timelines and other important information by reading all agency-issued information including CCAI's newsletters, informational memos, website updates, etc.
 - At such time that a prospective child referral becomes available, seek out medical consultation (at our own cost) to the extent we believe necessary in the process of deciding to adopt a particular child.
 - Where applicable, complete additional Older Child (age 5+), Out of Birth Order, and Adopting Multiple Children adoption preparation requirements.
 - Notify our social worker as soon as we have accepted a Waiting Child and provide a copy of our matched child's adoption file to our social worker.
 - Review, sign, and return our LOA to CCAI in a timely fashion. Should we fail to communicate our decision regarding our child referral, the CCCWA will withdraw our referral and close our file, and CCAI will close our adoption file.
 - Sign the Adoption Placement Agreement and the Adoption Travel Release before travel to China.
 - Travel to China (at least one parent) to finalize our adoption within 90 days of the date our Travel Approval is issued. CCAI reserves the right to close our file should we allow the Travel Approval to expire.
 - Finalize our adoption with the knowledge that according to Hague Convention regulations, to which the Chinese government abides, no relinquishment, rejection, or re-match shall be permitted following adoption finalization. To depart China after adoption finalization **without** an adopted child is considered a crime of abandonment and is punishable under U.S. and Chinese law.
 - Report to my/our CCAI local representative ANY concerns about our child, physically, mentally, or emotionally, during the Observation Period in China BEFORE we proceed to Adoption Registration.
 - Obtain a Certificate of US Citizenship for the adoptive child as soon as the child is eligible.
 - Comply with the post adoption requirements of the CCCWA and our country. Post Adoption reports with photos and applicable supporting documentation are required at 6 months, 1 year, 2 years, 3 years, 4 years, and 5 years following adoption finalization.
 - In the event of dissolution, (relinquishing a child at any point after adoption finalization in China), 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, 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

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

A. I/We acknowledge and understand that our licensed, non-profit, accredited **Home Study Agency** is responsible for:

- Performing 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 a supervised provider under Hague) and will meet the requirements of the country, the USCIS, and the China Center of Children's Welfare and Adoption (CCCWA).
- Providing information and services to us regarding pre-adoption requirements of our country.
- Providing ongoing assessments, re-evaluation and support to us whenever issues or events occur or when requested by CCAI during the adoption process.
- Re-confirming our readiness to adopt once our child match has been received and prior to I-800 filing.
- Providing post adoption support to us and our adopted Chinese child in compliance with the CCCWA's requirements.

B. I/We acknowledge and understand that USCIS, National Visa Center (NVC) and U.S. Consulate (in Guangzhou, China), **U.S. government authorities**, are responsible for:

- Receiving our initial USCIS filing and inviting us to be fingerprinted/or processing the fingerprint cards submitted with our I-800A Application.
- Reviewing all our USCIS documents, including the home study, and issuing the Approved Form I-800A which allows us to adopt an orphan child from China.
- Issuing our I-800 approval after we submit our matched child's information.
- Collecting our adoptive child's referral documents, USCIS I-800 approval, NVC approval and our DS 260, through the U.S. Consulate in Guangzhou acting as the US Central Authority.
- Assessing our family's and our matched child's adoption documents and signing the Letter of Seeking Confirmation.
- Issuing our Hague adoption's Article 5 within 10 business days of receiving the NVC approval and our DS 260 filing.
- Issuing our adopted Chinese child's visa to enter the United States through the U.S. Consulate in Guangzhou, China, at the end of our adoption trip.

C. I/We acknowledge and understand that China's Central Authority, the China Center for Children's Welfare & Adoption (**CCCWA**), is responsible for:

- Setting the standards for qualified adopters and dossier requirements for China adoptions.
- In conjunction with CCAI and public foreign authorities (orphanage and Provincial Adoption Office), performing the Hague-identified adoption service of "Identifying a child for adoption and arranging an adoption."
- Gathering, verifying, approving, translating, and transmitting the entirety of adoptable children's information to CCAI.
- Receiving and reviewing our dossier documents.
- 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."
- Placing our file "on hold" for up to six months, based on our request should a relevant situation arise after the dossier is submitted to the CCCWA and before a child referral is made. If we do not request to go "off hold" within six months, the CCCWA and CCAI will close our file.
- Inviting us to travel to China to adopt our pre-matched child.

D. I/We acknowledge and understand that the state-run orphanage/children's welfare institute and Provincial Adoption Office, **local Chinese authorities**, are responsible for:

- In conjunction with the CCCWA and CCAI, performing the Hague-identified adoption service of “Identifying a child for adoption; 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.
- In conjunction with CCAI’s Foreign Supervised Provider(s), performing the Hague-identified adoption service of “Monitoring a case after a child has been placed with prospective adoptive parents until final adoption.”

By initialing below, I/we acknowledge and agree that I/we have read and understand that the above duties of other Providers known as the **Home Study Agency, U.S. government authorities, CCCWA, and local Chinese authorities** are outside of the control of CCAI.

Adoptive Family Initials _____

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

- Direct the Adoptive Family to resources for ascertaining the legal process in their country
- Provide counseling services and support during the decision process, where possible in coordination with the post adoption agency
- In the event of actual dissolution, provide referrals to professional services
- Where possible, assist in locating an appropriate domestic placement for the child

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

Adoptive Family Initials _____

4. Additional Adoptive Family Acknowledgements and Hold Harmless Statements:

A. I/We, the Adoptive Family, have selected CCAI as our inter-country adoption agency and understand that the goal of our relationship is to have a legally adoptable abandoned/orphaned Chinese 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 provide us with all information about the prospective adoptive child made available by the orphanage/CCCWA 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 Chinese or U.S. governments and changes in international relations between China and the U.S. I/We acknowledge that ultimate success or failure of the adoption process may depend on factors beyond the control of CCAI and/or the Adoptive Family, and any failure of the adoption process is not necessarily caused by fault or breach of CCAI or the Adoptive Family.

Adoptive Family Initials _____

B. In addition, a child may be placed with us with physical, mental, behavioral, social and/or emotional problems, minor or major, and/or a history of trauma or physical, emotional, and/or sexual abuse, that have remained partially or totally undiagnosed/undisclosed and which were unknown to CCAI. I/We 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 me/us, regardless of when such injury, harm, damage, or loss is known or discovered.

Adoptive Family Initials _____

C. I/We understand that CCAI will transmit to us all medical and background information received from the CCCWA at such time a potential child referral becomes available (including photos, medical records, and videos,

if any). CCAI staff are not medical professionals and do not assess or evaluate children's adoption files, thus it is our responsibility as the Adoptive Family to seek out medical consultation to the extent we believe necessary in the process of deciding to adopt a particular child. Any costs associated with an independent medical consultation service are our voluntary investment in the adoption process. I/We further understand that CCAI does not and cannot guarantee or verify, and makes no warranty or representation, express or implied, concerning the accuracy and completeness of the information contained in a child's adoption file, as this information is compiled and provided by the state-run welfare institute (the orphanage) legally placing the child for adoption. Translation of foreign-language documents may be inaccurate. I/We acknowledge that it is possible that the orphanage may not be aware of medical, developmental, or behavioral issues of a child; may overlook or fail to note signs or symptoms or to provide a child's relevant history; may unknowingly or carelessly provide erroneous information; may not be able to provide information or observations about medical, developmental, or behavioral issues that become apparent only after the child's placement with the Adoptive Family; and/or may not be aware of aspects of a child's history that have not been disclosed prior to placement (and may be disclosed by the child only after placement). I/We understand that CCAI has no authority or permission to conduct direct or indirect independent orphanage investigation or information verification. I/We 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 CCCWA, the Chinese Central Authority. 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 make good faith efforts to obtain additional and/or updated information on our matched child, but I/we acknowledge that such information is not guaranteed. Receipt and timeliness of additional and/or updated information is dependent on the CCCWA and the local orphanage and as such is beyond the control of CCAI.

Adoptive Family Initials _____

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

Adoptive Family Initials _____

F. I/We have read the "Basic Steps and Timeline" document which is part of CCAI's Information Packet. I/We understand that estimated timelines are not guaranteed and are subject to change during our adoption process depending on factors such as the speed of dossier preparation/home study compilation, how quickly the USCIS processes our application, how quickly the National Visa Center and the U.S. Consulate process our documents, acceptance letter (LOA)/Travel Approval issuing timeline of the CCCWA, political and international events, and other unforeseen circumstances. I/We acknowledge that I am/we are solely responsible for keeping track of expiration dates and for ensuring that USCIS approval and other required documents are current. I/We further understand that the timeframe in which we may receive a child referral is not guaranteed and is directly affected by the availability of children in correlation to the age, gender and medical condition(s) we would consider.

Adoptive Family Initials _____

G. I/We understand the information provided on the family login portion of the CCAI website and the copyrighted Dossier Guide is intended for the sole use of our CCAI adoption. We agree not to transmit this information to any other individuals and/or groups.

Adoptive Family Initials _____

H. I/We understand that CCAI reserves the right, and I/we therefore grant CCAI perpetual permission, to

communicate with our social worker at any point in our adoption process, including the post adoption period. Should the social worker, home study provider 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, I/we agree to undergo such evaluation, update, or counseling at 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 _____

I. If the Adoptive Family is a married couple, by signing this Service Agreement each spouse authorizes CCAI to disclose to and discuss with the other spouse any confidential information CCAI may learn or obtain concerning either spouse. Each spouse hereby releases CCAI from all legal responsibility or liability that may arise from the release of information authorized herein. Each spouse acknowledges that the information to be released may include confidential information which could not be released without this specific consent, including information that is specific to adoption counseling, family planning, marital history, criminal history, child abuse, employment, drug, alcohol or psychiatric treatment, and/or HIV testing and diagnosis.

Adoptive Family Initials _____

J. I/We acknowledge that CCAI cannot guarantee that I/we will be accepted or qualify as adoptive parent(s) in China. CCAI shall not be liable if, for any reason other than intentional or reckless conduct by CCAI, I/we fail to be accepted or qualify as adoptive parent(s). Furthermore, should at any point in our adoption process I/we cease to qualify for China adoption according to current Chinese government policies and practices and/or U.S. immigration laws, as may be amended from time to time, and even subsequent to our initial application, I/we understand that the USCIS may reject our I-800A, the CCCWA may return our dossier and CCAI may close our adoption file.

Adoptive Family Initials _____

K. I/We acknowledge that under the Hague Convention, an adoption in China is considered final after registration in the local province. 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, 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 _____

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

Adoptive Family Initials _____

5. Miscellaneous.

A. Severability and Interpretation. If any provision in this Service Agreement is determined to be invalid, or

unenforceable, the remaining provisions will remain valid and enforceable insofar as the primary purpose of this Agreement is not frustrated. The Service Agreement will not be construed against the drafting party.

B. Survival. Terms of this Service Agreement that by their sense and context are intended to survive the termination of the Service Agreement will survive.

C. Execution. The Service Agreement may be executed by facsimile copy and/or in any number of counterparts, all of which together will constitute one agreement.

D. Automatic Termination. After execution by both parties, this Service Agreement shall terminate automatically, and without written notice, upon the completion of all post adoption reporting requirements by CCAI.

E. Mediation. The parties to this Service Agreement agree to attempt in good faith to resolve any unresolved dispute, claim, or controversy via mediation. As used in this Agreement "mediation" shall mean a facilitated process in which the parties attempt to resolve the dispute or claim by submitting it to an impartial, professional neutral mediator who is authorized to facilitate resolution of the dispute but who is not empowered to impose any decision, judgement, suggestion, or settlement on the parties. The mediation process shall include at least one session in which the parties are in the same room and are able to directly address and listen to one another.

F. Mediators. Any mediation required under this agreement shall be conducted by an experienced attorney or judicial office in Arapahoe County, Colorado, who is mutually agreeable to the parties. In the event the parties cannot agree on a mediator, each party will select a mediator and the two mediators will select a third mediator who is not associated or affiliated with either mediator; the third mediator shall act as mediator in the dispute or claim. Mediation will proceed under all policies and procedures of the mediator. The fees associated with mediation will be divided 50/50 between CCAI and the Adoptive Family.

G. Limitation of Liability. Any liability of CCAI or its employees or agents, for any claim arising out of or relating to this agreement, including but not limited to claims arising out of alleged or actual negligence of CCAI or its employees or agents, shall be limited to the total amount of fees paid by the Adoptive Family to CCAI.

Both CCAI and the Adoptive Family sign this Service Agreement with the full understanding of their respective responsibilities as set forth above, as well as the responsibilities of other Providers known as the Home Study Agency, U.S. government authorities, the CCCWA and local Chinese 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

The signing of this document by _____ was witnessed by:

_____	_____	_____
Printed Name	Signature	Date
_____		_____
Agency Representative Name		Signature & Date

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