

CCAI Colombia Adoption Fee Policy/Agreement For Families in Colorado

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.

CCAI does not allow any money or considerations to be released as payment for a child or inducement to release a child. Adoptive families are paying CCAI and other adoption service providers for services; families are not “paying for children.” Additionally, no part of CCAI program fees will be used to fund programs or services that do not pertain to your adoption.

1. CCAI Program Fees

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 \$5,700	Adoption Orientation & Consultation, Child Abuse/Background Check, Adoption Assessment/Home Study, Dossier Assistance/Review, USCIS Filing, Domestic Communication, State- & Hague-Required Adoption and Parent Training, Child-Specific Training & Consultation, Accrediting Entity Monitoring & Oversight, Administration	After application approval
Second Program Fee \$5,450	Child Match Preparation & Coordination, Colombia Adoption Travel Training, USCIS & Article 5 Hague Processing, International Communication, Child Information Update, Post Adoption Report Service/Submission, Post Adoption Support & Consultation, Accrediting Entity Monitoring & Oversight, Administration	At dossier submission
Refundable Court Validation Deposit \$200	Refunded upon CCAI's receipt of a copy of court validation decree and CO birth certificate.	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:
 CCAI Program Fee: 50% refundable within 30 calendar days, 30% refundable within 60 calendar days, and 0% refundable after 60 calendar days of receipt of full payment.
 * You may request that all or part of your refund be donated to the Children's Charity Fund. A tax exempt letter will be provided.
 ** 90 days following closure of your file, all unclaimed refunds will be transferred to the Children's Charity Fund and a tax exempt letter will be provided.
- D. The amount of your CCAI program fees will not change throughout your adoption. However, if during the adoption process you move to a different state or country, amended Fee and Service agreements may be required, possibly including additional service fees and/or deposits. Should additional adoptive or post adoptive services be required, additional fees and or deposit may be required. CCAI is not responsible for other non-CCAI service-related adoption fees/costs that may change/fluctuate while the adoptive family is in process.
- E. CCAI is not responsible for adoption related fees and costs paid to other governmental and/or private agencies, such as IAAME, USCIS, Colombian Family Welfare Institute (ICBF), Authorized Adoption Institution (IAPA), US 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 have been made; CCAI will close the adoptive family's file. Adoptive families should inform CCAI if they may not be able to make timely payments, as an alternative payment plan may be possible.

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 Colombia adoption.

Key	Expense	Amount	Pay to	Due
*	Application Fee	\$250 – Personal Check/ACH Withdrawal †	CCAI	App Submission
1	IAAME Monitoring & Oversight Fee	\$500 – Check/ACH Withdrawal †	CCAI (forwarded to IAAME)	After App Approval
2	Child Abuse Record Search	\$35/couple – Check	CDHS	After App Approval
3	CBI/FBI Fingerprinting	\$39.50/person – Money Order/Credit Card	Colorado Bureau of Investigation	After App Approval
*	1st Program Fee (includes home study)	\$5,700 – Check/ACH Withdrawal †	CCAI	After App Approval
4	Lutheran Family Services Rocky Mountains (CO State Contractor)	\$250 - Check	LFSRM via CCAI	When home study is approved by CCAI
5	USCIS Filing & Fingerprinting	\$775 plus \$85 per adult in the home – Check/Money Order	US Department of Homeland Security	When home study is completed
6	Dossier Preparation	Approx. \$500 – Check/Money Order	Secretary of State(s)	As preparing Dossier
7	Psychological Evaluation	Approx. \$250 - \$2,500 – Check/Credit Card	Licensed Psychologist/Psychiatrist	As preparing Dossier
*	2nd Program Fee	\$5,450 – Check/ACH Withdrawal †	CCAI	Submission of Dossier
8	1st In-Country Fee	\$1,030 (wiring fee included) – Check/ACH Withdrawal †	CCAI (wire to Colombia)	Submission of Dossier
9	Authorized Adoption Institution Fee	\$0 - \$3,830 (wiring fee included) – Check/ACH Withdrawal †	ICBF or the Authorized Adoption Institution (IAPA) via CCAI	At time of accepting referral
10	2nd In-Country Fee	\$1,680 - \$2,130 (wiring fee included) – Check/ ACH Withdrawal †	CCAI (wire to Colombia)	At time of accepting referral
*	Court Validation Deposit	\$200 - Check †	CCAI	Prior to filing I-800
11	3rd In-Country Fee	\$330 - \$430 (wiring fee included) – Check/ ACH Withdrawal †	CCAI (wire to Colombia)	Prior to filing I-800
12	US Domestic & International Airfare	\$800 - \$1,500 by coach per adult plus \$1,000 for a child one way ticket – Credit Card	A travel agency of your choice; in cooperation with Colombian Representative	Approximately 4 weeks prior to departure

CCAI Colombia Service Agreement

Colorado Families

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: Colombia’s Central Authority, the Colombian Family Welfare Institute (ICBF), and (where applicable) an Authorized Adoption Institution (IAPA)
		Arranging an adoption: CCAI US employees and Foreign Supervised Providers (FSPs), in conjunction with relevant foreign authorities (including ICBF and IAPA when applicable)
2	Securing the necessary consent to termination of parental rights and to adoption	ICBF
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: ICBF
		Home study on prospective adoptive parent(s): CCAI social service contract worker (an “exempted provider” under Hague) or social service employee
4	Making non-judicial determinations of the best interests of a child and the appropriateness of an adoptive placement for the child	CCAI US employees, ICBF, and IAPA (where applicable)
5	Monitoring a case after a child has been placed with prospective adoptive parents until final adoption	CCAI’s FSP in conjunction with ICBF and IAPA (where 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 to a Colombia adoption, as ICBF 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, complete the home study process, compile the dossier, prepare for child match and travel, fill out United States Citizenship and Immigration Services (USCIS) paperwork, complete post adoption requirements, and access information regarding current paperwork processing and travel timelines.
- Perform the Hague-identified adoption service of “Performing a home study on prospective adoptive parent(s) and reporting on such a study.” The home study will be prepared by a qualified social service contract worker (an “exempted provider” under Hague) or social service employee and will meet the requirements of the State of Colorado, the USCIS, and Colombia.
- Guide the Adoptive Family through USCIS requirements, including reporting any changes to the USCIS office.
- Provide information and services to the Adoptive Family regarding Colorado pre-adoption requirements.
- Provide the Adoptive Family with at least 24 hours of adoption and parent training as required by the State of Colorado.
- In conjunction with relevant foreign authorities including the ICBF and (where applicable) the IAPA via CCAI’s in-Colombia Foreign Supervised Provider(s)/In-Country Representative(s), perform the Hague-identified adoption service of “Arranging an adoption.” CCAI will act as the Adoptive Family’s liaison to the ICBF and (where applicable) to the IAPA between/amongst dossier submission, child match acceptance letter, and post adoption reports submission.
- In conjunction with ICBF and the IAPA where applicable, 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 ICBF and the IAPA where applicable (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 ICBF, the provider legally placing the child for adoption.
- Request additional/updated information on the Adoptive Family’s matched child from ICBF and/or the Authorized Adoption Institution (IAPA) and forward when/if available.
- Review the Adoptive Family’s completed dossier, prepare and send it to Colombia.
- In conjunction with ICBF and the IAPA where applicable via CCAI’s Foreign Supervised Provider(s)/In-Country Representative(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 post adoption report services to the Adoptive Family and the Adoptive Family’s adopted Colombian child in compliance with Colombia’s requirements.
- Provide ongoing post adoption support services to the Adoptive Family if challenging issues arise during post adoption, including referrals, counseling resources, support, and/or coordination with the social worker.
- 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 I/we, the **Adoptive Family**, agree to:

- Provide CCAI with the needed documents and participate in the home study visits and process.
- Discuss with my/our social worker realistic expectations of the Colombia adoption process as well as expectations regarding the physical and developmental conditions of my/our future adopted child.
- Submit the necessary USCIS forms and documents to CCAI in a timely manner according to USCIS regulations and CCAI’s instructions.
- Work with CCAI to ensure that my/our USCIS approval form approves my/our family for the age, gender, and medical needs of the child I/we have accepted or are open to accept.
- Compile my/our adoption dossier for submission to Colombia.

- Comply with the 24 hours of state-required adoption and parent training, prior to official child match acceptance letter, as well as Child-Specific Training following our acceptance of an official child match.
- Stay informed about current process and travel timelines and other important information by reading all agency-issued information including CCAI's newsletters, informational memos, website updates, etc.
- At such time that a prospective child referral becomes available, seek out medical consultation (at my/our own cost) to the extent I/we believe necessary in the process of deciding to adopt a particular child.
- Notify my/our social worker as soon as I/we have been selected by ICBF or the IAPA to receive a child referral and provide a copy of our matched child's adoption file to my/our social worker.
- Compose, sign, and return my/our written acceptance letter to CCAI in a timely fashion. Should I/we fail to communicate my/our decision regarding my/our child referral, ICBF or the IAPA may withdraw my/our referral and close my/our file, and CCAI reserves the right to close my/our adoption file.
- Where applicable, complete additional Older Child (age 5+) and/or Adopting Multiple Children and/or Adopting Out of Birth Order adoption preparation requirements.
- Sign the Adoption Placement Agreement and Adoption Travel Release before travel to Colombia.
- Finalize our adoption with the knowledge that according to Hague Convention regulations, to which the Colombian government abides, no relinquishment, rejection, or re-match shall be permitted following adoption finalization. To depart Colombia after adoption finalization **without** an adopted child is considered a crime of abandonment and is punishable under U.S. and Colombian law.
- Report to my/our CCAI local representative ANY concerns about our child, physically, mentally, or emotionally, during the Integration Period in Colombia BEFORE we proceed to La Mesa for court finalization.
- Obtain a Certificate of US Citizenship for the adoptive child as soon as the child is eligible.
- Comply with the post adoption requirements of Colombia and the State of Colorado. Post Adoption reports with photos and applicable supporting documentation are required at 6 months, 12 months, 18 months, and 24 months following adoption finalization.
- Notify CCAI within five business days of any changes in my/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, 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 my/our family's ability to be considered for a child placement.
- In the event of dissolution (relinquishing a child at any point after adoption finalization in Colombia), take the 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 Adoptive Family.

Adoptive Family Initials _____

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

A. I/We acknowledge and understand that the USCIS, National Visa Center (NVC) and the US Embassy (in Bogotá, Colombia), **U.S. government authorities**, are responsible for:

- Receiving my/our initial USCIS filing and inviting us to be fingerprinted.
- Reviewing all my/our USCIS documents, including the home study, and issuing the Approved Form I-800A which allows me/us to adopt an orphan child from Colombia.
- Issuing I-800 approval after I/we submit my/our matched child's information.
- Collecting my/our adoptive child's referral documents, USCIS I-800 approval, NVC approval and my/our DS- 260, through the US Embassy in Bogotá acting as the US Central Authority.

- Assessing our family's and our matched child's adoption documents and issuing our Hague adoption's Article 5 following receipt of the NVC approval and our DS-260 filing.
 - Issuing my/our adopted Colombian child's visa to enter the United States through the US Embassy in Bogotá, Colombia, near the end of my/our adoption trip.
- B. I/We acknowledge and understand that Colombia's Central Authority (ICBF), and/or the IAPA where applicable, **local Colombian authorities**, are responsible for:
- Setting the standards for qualified adopters and dossier requirements for Colombian adoptions.
 - Performing the Hague-identified adoption services of "Identifying a child for adoption," and in conjunction with CCAI and CCAI's FSPs, "Arranging an adoption."
 - Performing the Hague-identified adoption service of "securing the necessary consent to termination of parental rights and to adoption."
 - Performing the Hague-identified adoption service of "Performing a background study on a child and reporting on such a study," as well as ensuring accuracy and completeness of such information.
 - 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."
 - Gathering, verifying, approving, and transmitting the entirety of adoptable children's information to CCAI via its FSPs.
 - Receiving, reviewing, and approving my/our dossier documents and selecting my/our family to be matched with a particular child based on these documents.
 - Inviting us to travel to Colombia to adopt our pre-matched child.
 - In conjunction with CCAI's Foreign Supervised Provider(s)/In-Country Representative(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 **U.S. government authorities and local Colombian authorities** are outside of the control of CCAI.

Adoptive Family Initials _____

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

- Inform the Adoptive Family of the legal process in Colorado
- Provide counseling services and support during the decision process
- In the event of actual dissolution, provide referrals to professional services
- Where possible, assist in locating an appropriate domestic placement for the child
- Offer State-required relinquishment counseling (additional fee)

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

Adoptive Family Initials _____

4. Additional Adoptive Family Acknowledgements and Hold Harmless Statements:

A. I/We, the Adoptive Family, have selected CCAI as my/our intercountry adoption agency and understand that the goal of our relationship is to have a legally adoptable abandoned/orphaned Colombian child placed with my/our family. We understand that there are certain risks involved in intercountry adoption and such a placement is not guaranteed. While CCAI will attempt to provide me/us with all available information about the prospective adoptive child made available by ICBF (and/or the IAPA where applicable) and assist me/us with the entire adoption process, some unpredictable problems and/or events which are beyond CCAI's control may nevertheless occur. These unpredictable problems and/or events include but are not limited to: sudden changes in the adoption requirements or policies promulgated by the Colombian or US governments and changes in international relations between Colombia

and the US. 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'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 further understand other governmental and/or private agencies' service quality and refund policy is out of CCAI's control, and we will not hold CCAI accountable should I/we have any complaint against those agencies. Those agencies include, but are not limited to, IAAME, USCIS, Secretary of State, State Departments, Colombian and American Consulates/Embassies, courier services, travel agencies, hospitals, doctors, local Colombian authorities, ICBF, and any IAPA. 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 _____

D. I/We understand that CCAI will transmit to me/us all of the medical and background information received from ICBF and/or the IAPA (where applicable) at such time a potential child referral becomes available (including photos, medical records, and videos, if any). CCAI staff are not medical professionals and do not assess or evaluate children's adoption files, thus it is my/our responsibility as the Adoptive Family to seek out medical consultation to the extent I/we believe necessary in the process of deciding to adopt a particular child. Any costs associated with an independent medical consultation service are my/our voluntary investment in the adoption process. I/We further understand that CCAI cannot guarantee or verify, 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 ICBF, the provider legally placing the child for adoption. Translation of foreign-language documents may be inaccurate. I/We acknowledge that it is possible that ICBF 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 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 ICBF, the Colombian Central Authority or where applicable, the Authorized Adoption Institution (IAPA). 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 _____

E. I/We further understand that CCAI will make good faith efforts to obtain additional and/or updated information on my/ matched child, but I/we acknowledge that such information is not guaranteed. Receipt and timeliness of additional and/or updated information is dependent on ICBF and/or the IAPA where applicable and as such is beyond

the control of CCAI.

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 ICBF’s (or any IAPA’s) decision for match of any particular child available.

Adoptive Family Initials _____

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

Adoptive Family Initials _____

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

Adoptive Family Initials _____

I. I/We understand that CCAI reserves the right, and I/we therefore grant CCAI perpetual permission, to communicate with my/our social worker and/or home study provider at any point in my/our adoption process, including the post adoption period. Should the social worker, home study provider or CCAI determine that psychological evaluation of the adoptive parent(s), an updated assessment of my/our family’s suitability and preparation to adopt a child, and/or additional counseling for the adoptive parent(s), is necessary, or in CCAI’s sole discretion should a notable change in my/our home, behavioral, financial or employment conditions occur at any time in the adoption process or circumstances otherwise warrant the same, I/we agree to undergo such evaluation, update, or counseling at my/our own expense, within 30 days of notification of such a request. Should I/we fail to facilitate CCAI’s receipt of the requested information and/or an unfavorable report is determined, I/we understand that CCAI will close my/our adoption file.

Adoptive Family Initials _____

J. I/We acknowledge that CCAI reserves the right to revoke or modify any home study approval or consent if, any time prior to adoption finalization, CCAI receives or obtains information that leads it to believe that a child’s placement with the Adoptive Family would not be in the child’s best interests.

Adoptive Family Initials _____

K. I/We acknowledge that even if we express written intent to adopt a specific child prior to dossier submission and should our dossier for ANY reason fail to be submitted to Colombia prior to the ICBF or IAPA final deadline OR another adoptive family with a complete dossier approaches ICBF or the IAPA for the same child, ICBF or the IAPA may release the child to be matched with another adoptive family. CCAI reserves the right to close my/our file and/or charge an additional dossier service fee if I/we do not complete the dossier process within nine months of submission of this Service Agreement, following a 30-day written notification.

Adoptive Family Initials _____

L. 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 _____

M. I/We acknowledge that CCAI cannot guarantee that I/we will be accepted or qualify as adoptive parent(s) in Colombia. 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 my/our adoption process I/we cease to qualify for Colombia adoption according to current Colombian government and ICBF and/or IAPA policies and practices, and/or U.S. immigration laws, as may be amended from time to time, and even subsequent to my/our initial application, I/we understand that the USCIS may reject my/our I-800A, ICBF or an IAPA may return my/our dossier, and CCAI may close my/our adoption file.

Adoptive Family Initials _____

N. I/We acknowledge that that under the Hague Convention, an adoption in Colombia is considered final after approval by the local Colombian court and issuance of the Setencia (Adoption Decree). From such time my/our child will be afforded the same rights as if he/she had been born to me/us. We further understand that should my/our child require any services following adoption finalization and placement, including but not limited to medical treatment/testing, psychological and/or psychiatric services/counseling/therapy, private education/academic support, etc., the procurement and cost of such services is my/our family's sole responsibility.

Adoptive Family Initials _____

O. I/We agree to hold CCAI, including CCAI staff in the United States harmless for any loss, damage, delay, or detention for the failure to perform any obligation under this agreement if such delay or failure results directly or indirectly from circumstances beyond the control of CCAI. Recognizing that the adoptions contemplated by this agreement are international adoptions involving governments of two countries, including all of the various local governments and governmental and/or private agencies, such circumstances shall include, but shall not be limited to: acts of God, acts of war, acts of terrorism, civil commotion, riots, strikes, acts of either government in a sovereign or contractual capacity, any delayed, changed, or missed flights, lost passports and/or other adoption/legal documents, lost luggage, accidents, fire, flood, earthquake, or other natural catastrophes, 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 well as the responsibilities of other Providers known as U.S. government authorities, the Colombian Family Welfare Institute (ICBF), any Authorized Adoption Institution (IAPA), and local Colombian authorities, who are not a party to this Service Agreement. The Adoptive Family acknowledges that it has had a full and complete opportunity to review this document, ask any questions, and to independently investigate to the extent necessary.

IN WITNESS WHEREOF, the Parties intending to be legally bound have executed this CCAI Service Agreement as of the Date noted below.

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

This document has been subscribed and affirmed before me in the County of _____ State of _____, this ____ day of _____, 20____. My Commission Expires: ____/____/20__

(Notary's Signature)

_____	_____
Agency Representative Name	Signature & Date

Note: This 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.