

KENTUCKY ADOPTION SERVICES. INC. BUSINESS AGREEMENT

You have retained Kentucky Adoption Services, Inc. to assist you with the adoption of a child from Guatemala. The following are the terms and conditions governing this agreement.

DUTIES OF KENTUCKY ADOPTION SERVICES, INC.: Kentucky Adoption Services agrees to provide information as to the expeditious preparation of documents required for international adoption in Guatemala, to keep the family informed of the adoption proceedings in the family's chosen country, intervene on behalf of the family with the adoption sources in family's chosen country and the American Consulate; and assist with the preparation of the documents for the final visa approval. Kentucky Adoption Services will provide periodic updates as available from the foreign source on the health of the child, if such updates are provided to Kentucky Adoption Services. Kentucky Adoption Services also agrees to keep Family informed of any significant activity taken on behalf of the Family. KAS also agrees to review the Parents' home study, assist parents in locating appropriate third party providers so that parents' may obtain counseling or other needed services, locate and identify a child for potential adoption and assist with in parents' travel arrangements.

DUTIES OF FAMILY: Family will cooperate in the adoption process by procuring, notarizing, and authenticating all documents necessary for an international adoption when requested by Kentucky Adoption Services, by being honest and thorough in all information requested by Kentucky Adoption Services, by traveling to the foreign country at the time and place indicated by Kentucky Adoption Services (unless subsequent arrangements for an escort have been made), by providing necessary photos and follow-up reports on the child/children subsequent to the placement, by meeting with Kentucky Adoption Services representatives when requested to do so, and by complying with other Kentucky Adoption Services requirements throughout the adoption process. If sending country should change policies and no longer allow escorts family agrees to travel to receive their child as directed by Kentucky Adoption Services. Parents will also pay all fees and costs as specified in this agreement, cooperate fully with KAS and keep KAS advised of any and all changes in the family, work, address, health status, criminal history, as well as any other changes until the adoption process is complete. As required by the Hague Convention on Intercountry Adoption and the corresponding regulations 22 CFR, obtain and provide documentation to KAS of at least 10 hours of appropriate adoptive parent training, as outlined in the KAS Education Packet.

FOREIGN ADOPTION RISKS: Family understands that there are risks in foreign adoptions and that while Kentucky Adoption Services will diligently assist in the adoption for the Family Kentucky Adoption Services cannot guarantee that the adoption will be completed. In the case of the birth mother changing her mind or the death of the child, another referral will be offered. Family agrees to complete a Waiver of liability form that outlines many of the risks involved in international adoption.

INFORMATION FROM KENTUCKY ADOPTION SERVICES: Family will receive medical information from the foreign sources who are providing the placement of the child. Kentucky Adoption Services will use reasonable effort to assist in obtaining reliable medical information, but due to the nature of international adoptions, Kentucky Adoption Services cannot guarantee the content of any medical report. Family shall have the right to have any medical information on the assigned child reviewed by a medical practitioner of the Family's choice. Family understands that child could arrive with undiagnosed physical, emotional, and/or developmental problems.

PAYMENT OF FEES: Family agrees to pay Kentucky Adoption Services the sum of \$3500.00 for adoption services with the adoption of one child. This fee shall be paid in three parts. \$750.00 is due with the submission of this agreement (before the Dossier Packet is provided to family), \$1000 is due at the time of referral acceptance and the remainder, \$1,750.00, is due when the adoption case enters PGN.

Family agrees to pay the foreign source fees of \$20,000 or \$22,000, payable in two installments of \$10,000 or \$11,000 at the time of a child referral and \$10,000 or \$11,000 when the case enters PGN, although this \$10,000 or \$11,000 will not be transferred to the foreign source until the case exits PGN.

Family understands that should this foreign fee change an addendum to this agreement shall be made and family is responsible for all additional costs. Family understands that Kentucky Adoption Services has no control over the fees charged by foreign sources.

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Family also understands that there are additional fees that are incurred in adopting from Guatemala such as the USCIS fees for the 1-600A and fingerprinting, as well as the cost of obtaining all the necessary certifications and authentications. All of these costs are the responsibility of the adopting family. Kentucky Adoption Services offers an optional document legalization service with an additional fee if families choose to utilize this service. The foreign source fees shall cover routine medical care and daily care of the child. Medical care beyond routine well child visits and normal vaccinations are not included. Dental care is not included. Foster care is included for six months following commitment to a child. It is at the discretion of KAS and the foreign source as to whether foster care fees of \$500 per month will be charged after this time. If family becomes responsible for foster care payments, these are due by the 15th of the month that foster care payment is required. Families that chose to utilize an escort are responsible for monthly foster care fees of \$500 to begin two weeks from the date the new birth certificate is issued by Civil Registry in Guatemala and to be pro-rated until the date that the family's escort arrives to receive family's child.

Family understands that no further case progress will take place when any fees are past due. Families will not be permitted to travel if any fees are outstanding.

FOREIGN SOURCE FEES: The foreign source fee may be subject to change prior to the assignment of the child due to circumstances beyond the control of Kentucky Adoption Services. Family acknowledges that Kentucky Adoption Services cannot control fees charged by foreign courts, attorneys, foundations, institutions and sources and said fees may fluctuate at any time without warning. Kentucky Adoption Services can only guarantee that its fees will not change. The family also agrees to pay any medical costs incurred for the benefit of the child over and above routine care. Family further acknowledges that every adoption case is different and that additional fees may be incurred from the foreign source that family is required to pay. Should any additional fee be incurred over \$1000 the agency will obtain the permission in writing from the prospective adoptive parents before authorizing the additional charges, with the exception of expenses needed for medical care. Should an expense over \$1000 be authorized by KAS without the permission of the adoptive parents a mutually agreeable plan shall be implemented to cover the additional cost.

Family additionally understands that some foreign sources require their own translator be used by the family during the adoption pick-up trip or during visits, rather than allowing a Kentucky Adoption Services employee or contractor to provide these services. In cases such as these families understand that they will be responsible for this expense, which is typically \$300 per trip. This fee may fluctuate without warning to Kentucky Adoption Services and therefore, without warning to the adoptive family.

ADOPTION RISKS: Kentucky Adoption Services cannot guarantee any time frame for completion of the adoption after the assignment has been made because each adoption is subject to and governed by the laws of the country of the child's origin and the immigration laws of the United States. Kentucky Adoption Services has no control over changes in laws that may affect the adoption process. Should family choose to withdraw from the international adoption program, for any reason, all fees paid to Kentucky Adoption Services and its foreign source will be non-refundable. No refunds of any nature shall be paid or due. Family understands that Kentucky Adoption Services is unable to guarantee that no new categories of charges will be required or guarantee that dates scheduled for overseas trips may not be cancelled or rescheduled because of events beyond its control. All such costs are the sole risk and responsibility of family.

ADDITIONAL EXPENSES: Family understands that the following expenses are not included in either Kentucky Adoption Services Placement fees or the Foreign Source Fee and therefore will be the sole responsibility of family: police clearance fees, immigration fees, authentication fees, courier fees, visa fees, shipping fees, travel to and lodging in source country, passport fees, home study fee, pictures and foster care fees where applicable, as well as all other expenses not specifically stated as being included in the Placement Fee or Foreign Source Fee.

CHILD PLACING AGENCY: Family acknowledges that while Kentucky Adoption Services is a licensed child-placing agency, the actual placement of a foreign born child rests with the foreign source. At no time will Kentucky Adoption Services be given custody or guardianship of the child to be placed.

FAMILY RESPONSIBILITIES WHILE IN COUNTRY: Family understands that Kentucky Adoption Services cannot predict the length of time that a family will be overseas but will do everything in its power to expedite the process and the timely placement of the child. Family agrees to act in a mature and appropriate manner while in the foreign country. Family will be respectful of the professionals with whom they work knowing that they have the Prospective Adoptive Applicant's Initials _____

family's best interests at heart. Family realizes that while they are overseas they represent all adoptive families in the present and future and that their actions can directly affect and impact other adoptions occurring in the foreign country. In its relations with foreign and domestic officials, Kentucky Adoption Services undertakes to assist Family in such a way as to assure the most favorable treatment available under applicable laws and regulations.

Family further agrees to notify Kentucky adoption Services if any additional person will be traveling with them to the foreign country and Kentucky Adoption Services reserves the right to restrict travel of this person if it could potentially harm the adoptive placement, the adoptee or the business of Kentucky Adoption Services.

Family shall make no illegal, unethical or unauthorized payment(s) to any person or entity involved in the adoption, nor make any inquiry to any person or entity about the feasibility of any such payment(s).

FAMILY COMMITMENT TO KENTUCKY ADOPTION SERVICES: Family agrees to not pursue another possible child placement through other sources or agencies while this contract is in force without the written consent of Kentucky Adoption Services. Family further agrees to keep confidential all paperwork provided by Kentucky Adoption Services to family.

INTERRUPTION OF ADOPTION SERVICES: If, at any time during the adoption process, Family decides to terminate the adoption process, all fees and expenses due to Kentucky Adoption Services and in the source country at the time of the interruption of adoption services will be immediately due. If the Local Services Agency or Kentucky Adoption Services becomes aware of a situation that changes the family dynamics Kentucky Adoption Services reserves the right to terminate adoption proceedings on behalf of the Family. Such circumstances may include, but are not limited to change in family structure, such as separation, divorce or death of a family member, instability in employment or other financial problems which may adversely affect the placement of a child with Family, falsification of records by Family, etc. If Kentucky Adoption Services becomes concerned about a couple's marital stability or a prospective adoptive parent's emotional or psychological stability, Kentucky Adoption Services retains the right to require the family or individual to undergo counseling and/or assessment and to terminate the adoption proceedings if these concerns are not addressed sufficiently for Kentucky Adoption Services to proceed with an adoption placement. If Kentucky Adoption Services chooses to terminate adoption proceedings for any reason there will be no refund of fees paid to either Kentucky Adoption Services or the Foreign Source. Family acknowledges that the first and foremost responsibility of KAS is to ensure the best interests of the child to be adopted.

NO GUARANTEE OF PLACEMENT: This agreement is not intended to guarantee the placement of a child. Efforts to adopt children from a foreign country may involve circumstances that are beyond the control of Kentucky Adoption Services' control, which may interfere with or interrupt the adoption process. Kentucky Adoption Services takes all reasonable precautions to anticipate and avoid such risks, but cannot assure its efforts will always prove successful. Family understands that the placement of a child is not guaranteed. In the event a birth mother should decide not to continue with the adoption, the foreign source will provide a replacement referral to Family. Family will still be responsible for the costs incurred in caring for the child, legal expenses and all other direct costs incurred for the benefit of the family, whether or not the outcome is as the family would hope. Additionally, family will be liable for any and all out of pocket expenses. The fees paid to KAS in such a situation will be transferable to another case. Family understands that should serious special needs be identified in their prospective child prior to the finalization of the adoption in Guatemala the family has the right to request a different referral and to request that all fees be applied to a new referral. Family understands that each situation is unique and that while Kentucky Adoption Services will advocate on behalf of families there is no guarantee regarding the limitation of financial loss that family may undergo in such a scenario. Fees are for services rendered and are not payment for a child.

REPORT TO FOREIGN COUNTRY: Family understands that foreign countries and/or agency policy may require post-placement supervision and reports about the child after completion of the adoption for a designated time. Family agrees to provide written reports, physicians' medical statements, photographs and other requested documentation. Kentucky Adoption Services requires three post-placement reports for adoptions from Guatemala.

WAIVER OF CLAIMS: Family hereby waives any and all claims they may now have or have in the future against Kentucky Adoption Services and its directors, officers, employees and agents, including doctors and facilitators for risks identified in this Business Agreement or the Waiver of Liability Statement.

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CONFIDENTIALITY: Information concerning Family will be kept confidential except when information must be provided to appropriate third parties during the adoption process. Execution of this agreement constitutes the consent of Family for the release of any such information provided only the necessary information is released to allow KAS to provide adoption services on behalf of the prospective adoptive family or the adoptive child. This does not preclude Kentucky Adoption Services from releasing family's name and number as a reference if Family has signed a statement regarding permission to release such information.

FOREIGN SOURCES: Family acknowledges that Kentucky Adoption Services works through several different sources in Guatemala, none of whom are full-time employees of Kentucky Adoption Services. KAS treats these contracted individuals as Supervised Providers.

UNDERSTANDING OF AGREEMENT: Family represents and acknowledges that they have read and understand this agreement and accept its policies and conditions for working with Kentucky Adoption Services.

CLIENT _____

DATE _____

CLIENT _____

DATE _____

Signed and sworn before me this _____ day of _____, _____

Signature of Notary _____

My Commission expires: _____

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