

ALL BLESSINGS INTERNATIONAL, INC.
Also Known As: KENTUCKY ADOPTION SERVICES
HAITI BUSINESS AGREEMENT

We, _____, (hereto after referred to as "family") have retained All Blessings International, Inc. to assist with the adoption of a child from Haiti. The following are the terms and conditions governing this agreement.

DUTIES OF ALL BLESSINGS INTERNATIONAL, INC.: All Blessings International agrees to provide information as to the expeditious preparation of documents required for international adoption in Haiti, 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. All Blessings International will provide periodic updates as available from the foreign source on the health of the child, if such updates are provided to All Blessings International. All Blessings International also agrees to keep Family informed of any significant activity taken on behalf of the Family.

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 All Blessings International, by being honest and thorough in all information requested by All Blessings International, by traveling to the foreign country at the time and place indicated by All Blessings International (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 All Blessings International representatives when requested to do so, and by complying with other All Blessings International requirements throughout the adoption process. If sending country, or the foreign attorney/facilitator or creche should change policies and no longer allow escorts family agrees to travel to receive their child as directed by All Blessings International. Family also understands that ABI requires that families travel to Haiti to meet their child at least once before finalization. Family agrees to have documents as required by ABI translated per the requirements of Haiti and the foreign attorney/facilitator in Haiti.

FOREIGN ADOPTION RISKS: Family understands that there are risks in foreign adoptions and that while All Blessings International will diligently assist in the adoption for the Family, All Blessings International 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 may be offered, but this also cannot be guaranteed.

INFORMATION FROM ALL BLESSINGS INTERNATIONAL: Family will receive medical information from the foreign sources that are providing the placement of the child. All Blessings International will use reasonable effort to assist in obtaining reliable medical information, but due to the nature of international adoptions, All Blessings International 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 All Blessings International the sum of \$5500.00 for adoption services with the adoption of one child as an agency fee. This fee shall be paid in three parts, the first payment (\$750) being due with the submission of this agreement (before the Dossier Packet is provided to family), the second (\$2000) being due with the submission of the dossier (before it is sent to Haiti for adoption processing) and the third (\$2750) being due upon exit from IBESR. This fee covers the agency fees and dossier preparation fees. Family also agrees to pay to ABI \$1000 for Post-Adoption monitoring at the time of exit from IBESR. This fee covers the cost of shipping post-placement/post-adoption reports, monitoring of needed post-adoption reports, continued compliance and any translations of these reports.

Family agrees to pay the foreign fee of \$6,500 due upon acceptance of referral (\$2500 is immediately sent to Haiti, \$2500 is escrowed and sent to Haiti upon exit from IBESR – both these amount cover case processing. \$1500 is applied toward international trips, humanitarian aid, shipping & communication costs, and unexpected expenses

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or emergencies encountered in serving Haitian children.) Should adoptions from Haiti be officially closed before a family's case is completed and the case has not exited IBESR the family shall be entitled to a refund of \$2500, which is escrowed. Family understands that an additional \$3,000 to \$5,500 will be due at the time of referral for the first ten months of childcare. Immediately upon referral five months of child care expenses shall be sent to Haiti, with the remaining five months child care held by ABI in escrow. Should adoptions officially stop from Haiti before the passage of five months the escrowed child care amount shall be refunded to the family. After five months in care the remaining child care fee shall be sent to Haiti and shall be non-refundable. After 10 months of child care the family is responsible for monthly childcare expenses at the rate of \$300 to \$550 per month per child depending on age. No adoption fees are considered refundable or transferable unless otherwise indicated above.

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 All Blessings International has no control over the fees charged by foreign sources.

Family also understands that there are additional fees that are incurred in adopting from Haiti such as the USCIS fees for the I-600A and fingerprinting, possible DNA testing, as well as the cost of obtaining all the necessary certifications and authentications, and translations. All of these costs are the responsibility of the adopting family. 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. All Blessings International cannot guarantee the care any child receives, particularly a child residing in an institution. All Blessings International will make reasonable efforts to visit the child referred for adoption and to relay to family an impression of the care the child is receiving.

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 All Blessings International. Family acknowledges that All Blessings International cannot control fees charged by foreign courts, attorneys, foundations, institutions and sources and said fees may fluctuate at any time without warning. All Blessings International can only guarantee that its agency 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.

Family additionally understands that some foreign sources require their own translator and driver be used by the family during the adoption pick-up trip or during visits, rather than allowing a All Blessings International employee or contractor to provide these services. In cases such as these families understand that they will be responsible for this expense. This fee may fluctuate without warning to All Blessings International and therefore, without warning to the adoptive family. When utilizing an ABI employee or contractor for translation services, ABI will do its best to advocate for a reasonable fee for transportation and translation services. Family understands that the cost of transportation in and around Haiti can be very costly. However, ABI requires that family utilize a private driver for reliable transportation.

ADOPTION RISKS: All Blessings International 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. All Blessings International 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 All Blessings International and its foreign source will be non-refundable. No refunds of any nature shall be paid or due. Family understands that All Blessings International 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.

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ADDITIONAL EXPENSES: Family understands that the following expenses are not included in either All Blessings International 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, travel to and lodging in source country, passport fees, home study fee, translation fee, pictures and foster care fees where applicable, as well as all other expenses not specifically stated as being included in the Agency Fee or Foreign Source Fee.

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

FAMILY RESPONSIBILITIES WHILE IN COUNTRY: Family understands that All Blessings International 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 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, All Blessings International undertakes to assist Family in such a way as to assure the most favorable treatment available under applicable laws and regulations. Family has been advised that travel to Haiti may be three days to ten days in duration or longer based upon the decisions of the country of origin and this is in no way controlled by All Blessings International. Family agrees to stay in country the required time necessary to complete an adoption. Family also understands that additional trips could be required by the foreign country.

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

FAMILY COMMITMENT TO ALL BLESSINGS INTERNATIONAL: 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 All Blessings International. Family further agrees to keep confidential all paperwork provided by All Blessings International 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 All Blessings International and in the source country at the time of the interruption of adoption services will be immediately due. If the Local Services Agency or All Blessings International becomes aware of a situation that changes the family dynamics All Blessings International 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 All Blessings International becomes concerned about a couple's marital stability or a prospective adoptive parent's emotional or psychological stability, All Blessings International 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 All Blessings International to proceed with an adoption placement. If All Blessings International chooses to terminate adoption proceedings for any reason there will be no refund of fees paid to either All Blessings International or the Foreign Source.

NO GUARANTEE OF PLACEMENT: This agreement is not intended to guarantee the placement of a child. Efforts to adopt children from a foreign country involve circumstances that are beyond the control of All Blessings International, which may interfere with or interrupt the adoption process. All Blessings International takes 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 may or may not provide another referral to Family. Additional fees and/or expenses may be due. Family understands that should moderate to severe special needs be identified in their prospective child prior to the finalization of the adoption in Haiti (provided these

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needs were not identified at the time of referral) the family has the right to request a different referral and to request that all fees be applied to a new referral. However, this request may not be honored by the foreign source and all child care expenses already utilized will be unable to be applied to another child's care. Family understands that each situation is unique and that while All Blessings International will advocate on behalf of families there is no guarantee regarding the limitation of financial loss that family may undergo in such a scenario.

REPORT TO FOREIGN COUNTRY: Family understands that foreign countries 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. As of the printing of this agreement, All Blessings International requires post-placement reports for adoptions from Haiti for 12 months post-placement. These reports should be completed at 1 month, 6 months, and 12 months and will be forwarded to Haiti as requested. Haitian adoption law is currently under revision and these requirements may change to include more reports. Family agrees to cooperate fully with any new Post placement reporting requirements per Haiti laws as to best ensure continued opportunities for adoption for children in need of permanent families. In addition, Haiti requires that families annually send a letter detailing the child's health, development and progress to Haiti.

DISRUPTION/DISSOLUTION POLICY: ABI has detailed policies and procedures to handle the dissolution or disruption of an adoptive placement. These policies are available at: http://www.kentuckyadoptionsservices.org/haque_disclosures.html. ABI seeks to avoid disruptions and dissolutions to the best of its ability if that is in the best interests of the child. Should an adoption dissolve following the entry of a child into the US, ABI shall make efforts to assist the adoptive family in locating a suitable placement for the child. The adoptive parents will continue to have full financial and legal responsibility for the child until such time as the agency is able to locate a suitable placement for the child. Family attests that they have reviewed the policies of ABI regarding disruption and dissolution and understand their implications as they proceed with an adoption plan. Adoptions from Haiti are considered finalized prior to the child receiving a visa to enter the US regardless of whether a US court finalization is also required.

WAIVER OF CLAIMS: Family hereby waives any and all claims they may now have or have in the future against All Blessings International and its directors, officers, employees and agents, including doctors and facilitators. Family agrees to hold harmless against any claims known or unknown now or existing in the future, which may arise out of this agreement, receipt of services from, or adoption through All Blessings International. If families have a complaint it should be brought to the attention of the Executive Director immediately. The steps to resolve a grievance are addressed in the Client Grievance Resolution Process as detailed below:

Every client is important to us at ABI, Inc. We will take any client grievances seriously and thoroughly investigate any grievances brought to our attention. The first step in this process is to speak directly to the Executive Director. A client may call the Executive Director and the Executive Director will either be available to take the call or will return the call as soon as possible. The Executive Director will thoroughly investigate any client's complaint and will respond to the client as soon as possible in an attempt to alleviate the client's concern. If a client's grievance is with the Executive Director or is not resolved by the Executive Director's intervention, the client should submit the grievance in written form addressed to the Board of Directors so that it can be addressed at the next meeting of the Board of Directors. For serious grievances a special meeting of the Board of Directors may be called. A written response to the grievance will be formulated by the Board of Directors and this will be sent to the client within 10 days of the meeting of the Board of Directors. No client who submits a grievance, either verbally or in written form will be subject to punitive action.

The Grievance Policy is provided so that families may have an opportunity to have any grievance heard and addressed by the governing board of the agency. Due to the restrictions of confidentiality and the nature of adoption, it is impossible for the agency to present a defense against public accusations, whether founded or not. Therefore, families are expected to avail themselves of the available grievance resolution system before making any statements verbally or in written form that could harm the name or reputation of All Blessings International. All Blessings International takes great pride in the name and reputation of the agency; therefore, should any

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family ignore the Grievance Resolution process as outlined above and publicly malign the name and/or reputation of the agency prior to the conclusion of the Grievance Resolution Process, ABI reserves the right at their discretion to immediately terminate any adoption processing and begin charging for all efforts that are undertaken to restore the name and reputation of the agency, this specifically includes staff time, attorney's fees and any and all other costs related to negative public statements made by a client who has NOT taken advantage of the Client Grievance Process.

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 information, as deemed necessary specific to the family's adoption pursuit. This does not preclude All Blessings International 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 All Blessings International works with multiple foreign sources and attorneys for legal services.

UNDERSTANDING OF AGREEMENT: We, _____, represent and acknowledge that we have read and understand this agreement and accept its policies and conditions for working with All Blessings International.

CLIENT _____

DATE _____

CLIENT _____

DATE _____

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

NOTARY _____

My commission expires: _____