



Program Agreement

Providing that a favorable home study is obtained, America World Adoption Association (hereinafter referred to as "America World") agrees to assist _____ (hereinafter referred to as "Family") in the adoption of a child, or children.

America World Services include the following:

- Family coordinator's consultation and assistance throughout the adoption.
- Providing detailed information concerning each step of the process.
- Reviewing adoption documentation throughout the process.
- Communicating with the foreign government's adoption authority on behalf of Family.
- Providing the Family with updates on the status of their adoption.
- Providing access to the America World blog and connecting the Family with other families for advice, support, and encouragement.
- Submitting Family's dossier to the foreign government's adoption authority or other relevant agency to handle Family's adoption paperwork.

Fees:

- Family agrees to pay America World for all services rendered in the amounts and according to the payment schedule listed in the "Schedule of Fees" for the country program in which they are enrolled.
- The "Schedule of Fees" is a legally binding document and is incorporated herein by this reference.
- Family understands that the "Schedule of Fees" lists only those fees due to America World for services rendered, and does not include additional fees or expenses that may be incurred in connection with the adoption. Family hereby agrees to pay any and all additional fees and expenses incurred in a timely manner. The "Schedule of Fees" does not list fees paid to America World or America World Affiliate Offices or social services such as the home study, home study updates, post adoption reporting, etc.
- All fees shall be paid by check or online credit card payment in the installments and at the times specified by the "Schedule of Fees." Family understands that there may be a convenience surcharge for online credit card payments.
- If Family fails to render payment in a timely manner and in the amounts specified, America World reserves the right to suspend the adoption until all amounts due are received.
- America World reserves the right to change or add fees at any time. America World reserves the right to change the schedule of due dates for payments at any time.

Family understand that there are separate fees, for which Family is responsible for services including, but not limited to, U.S. Immigration fees, home study and post adoption reports, foreign country adoption fees, document notarizations, certification and apostille fees, international airfare, In-Country Tour Package, U.S. Visa for child, foreign visa(s) for adoptive family, child's medical exam, tips for escorts, etc.

Refund Policy:

- **In most circumstances refunds will be processed within 60 days of refund request or 60 days of final determination to refund after grievance.**
- **Application Fee** – Nonrefundable.
- **Initial Program Fee** – 60% refundable if family withdraws 4 weeks or less after agreement date. 40% refundable if family withdraws between 4 to 8 weeks after agreement date. No refund will be issued after 8 weeks.
- **Second Program Fee** – Nonrefundable.
- **Final Program Fee** – Nonrefundable.
- **Travel Fee** – Nonrefundable after travel. Prior to travel, the fee may be refundable at the discretion of America World.
- **Post Adoption Deposit** – Fully refundable if all required Post Adoption Reports are received by America World on time. If a report is not submitted, or not submitted on time, the fee shall be retained by America World. This fee is nonrefundable if family withdraws from their adoption program.
- **International Program Fee** – Nonrefundable.
- **Social Service Fees and Refunds are only at discretion of America World when America World has performed the social service.**
- **Home Study Fee** – 75% refundable before first visit (including orientation). After first visit, Home Study fee is refundable at discretion of the Director of Social Services.
- **Post Adoption Report Fee** – Nonrefundable.
- **Translation Fees** – Nonrefundable
- *If Family withdraws from America World and decides to return within 18-months of the withdrawal date, the program transfer policy enumerated below shall apply, except as pertains to the application fee, which Family will be responsible to pay for if*

six or more months have passed since their initial application. Family's withdrawal date shall be used when determining any transfer credits granted.

Transfer Policy

This policy shall apply solely to transfers from one America World program to another America World program. Under no circumstances shall it apply to transfers to another agency.

- **Application Fee** – Transfer credit equal to the total application fee will be granted upon transfer. If more than six months have passed since the Family's original application date, the Family must complete a new America World application.
- **Initial Program Fee**
 - 100% credit if the transfer occurs within 8 weeks of the Family's original agreement date.
 - 50% credit if the transfer occurs between 8 weeks to 6 months of the Family's original agreement date.
 - No credit will be granted if the Family transfers after 6 months have elapsed from the original agreement date.
- **Second Program Fee**
 - 75% credit if transfer occurs within 6 months of dossier submission date and prior to referral acceptance or travel invitation.
 - 50% credit if transfer occurs after 6 months have elapsed from dossier submission date and prior to referral acceptance or travel invitation.
 - No credit if transfer occurs after referral acceptance or travel invitation.
- **Final Program Fee** – No credit will be granted.
- **Travel Fee** – Nonrefundable after travel. Prior to travel, the fee may be refundable at the discretion of America World.
- **Post Adoption Deposit** – 100% credit
- **International Program Fee** – Nonrefundable
- **Social Service Fees (Home Study and Post Adoption fees)** – At the time of transfer to another program, the social service fees remain active, including pre-payments for post adoption reports. Additional charges or credits may be made to the Family's account depending on the circumstances of transfer.
- **Translation Fees** – Nonrefundable

America World, in its sole discretion, may make exceptions to this policy on a case-by-case basis if circumstances warrant.

Discounts:

- **Pastor's discount:** One of the two spouses or the single applicant must be a minister (working 20-40+ hours per week) as defined by the IRS and the combined income of both spouses must be \$70,000 or less. The prospective adoptive family meeting this requirement is eligible for a 10% reduction in program fees.
- **Military Discount:** One of the two spouses or the single applicant must be in a branch of the military on active duty, and the combined income of both spouses must be \$70,000 or less. If the applicant(s) meet these requirements, they will receive 10% off of program fees for the country in which they are adopting.
- **Second Adoption Discount:** If the family is adopting through America World for a second, third, fourth, etc. time, they are eligible for a 10% discount on America World program fees, regardless of the country in which they are adopting.

Both parents initial) **INITIAL** _____/_____

Federal Express Account #: _____

America World Adoption requires that adoptive families open a Federal Express account so that we may serve your family quickly and efficiently. If you don't have a FedEx account, you may open one at www.fedex.com. Examples of times your FedEx account may be used include, but aren't limited to, sending your dossier to the foreign country, sending referral and/or travel information to your family, as well as sending post adoption reports to foreign country. By initialing here you give permission to America World Adoption staff to use your FedEx Account for processing your family's adoption and post adoption reporting.

(Both parents initial) **INITIAL** _____/_____

Terms and Conditions of Agreement:

Christian Faith: As adoptive parent(s) with America World, I/we have confessed Christ as my/our Lord and Savior and believe the following chapters from the Bible: Deuteronomy 6, John 3 & 14, Romans 10 and Ephesians 2. I/We will teach my/our children by adoption the same.

(One parent initials) **INITIAL** _____

No Guarantee: Family understands that America World cannot guarantee the placement of a child nor can America World guarantee any specific time frame for completion of an adoption. Efforts to adopt children from a foreign country involve circumstances often beyond America World's control. Such circumstances may interfere with, delay, or interrupt the adoption process. America World takes all reasonable precautions to anticipate and avoid such risks, but cannot assure its efforts will always prove successful. Family understands and acknowledges that execution of this contract does not guarantee placement of a child, nor does it guarantee the successful completion of an adoption within any specific period of time.

INITIAL _____/_____

Non-Intervention: Family understands that America World is bound by the decision of country of origin's adoption authority and will not intervene in an attempt to alter the decision of applicable adoption authorities, courts, and/or orphanage partners. By initialing below, the Family further understands that it is prohibited from acting outside of America World, either directly or through third parties, to contact or otherwise influence the decision of the country of origin's adoption authorities, courts, and/or orphanage partners. Such actions include, but are not limited to, unauthorized contact (including emails, calls, or in person visits) with adoption authority officials, judges, orphanage partners, and/or any other individual(s) (including personal contacts, third party organizations, friends, and/or relatives) in an attempt to obtain information on or otherwise influence the adoption process. In the event that Family acts independently of America World in any manner not specifically authorized by America World, America World reserves the right to terminate the family's adoption process. Should America World elect to terminate Family's adoption, all amounts paid to America World shall be forfeited.

INITIAL _____/_____

Parent Education: Family understands that each adoptive parent must complete 12 hours of parent education training prior to child placement (10 hours of America World approved adoption education before dossier submission, and at least 2 hours of specific or individualized training before placement). Family understands that placement of a child depends on successful completion of this education program. In addition, Family understands that America World requires additional trainings for Families adopting an older child or a child with special needs. Family agrees to complete any trainings specified by America World during the home study process, at time of referral, or any other period prior to the family traveling and finalizing the adoption.

INITIAL _____/_____

Interruption or Termination of Adoption Services: Family understands that international adoption can be an emotionally strenuous process. It is in the best interest of both America World staff and Family to act in a professional manner at all times. America World retains the right to terminate or put on hold for a period of time deemed appropriate by America World, all activity related to Family's adoption should America World determine Family is conducting themselves in an unreasonable or verbally abusive manner, or is exhibiting unreasonable expectations related to their adoption. Furthermore, if at any time during the adoption process, Family and/or America World decide to interrupt or terminate adoption services, all fees and expenses due to America World and the foreign source at that time must be promptly paid and no refund will be given. America World, in its professional judgment, will consider all circumstances in determining the suitability of interrupting or terminating the process and retains the right to terminate services at any time. Situations in which the interruption or termination of adoption services may be considered, include, but are not limited to: 1) If it is found that Family provided false or misleading information to America World, governmental and/or adoption authorities in the United States or foreign country; 2) Change in family structure, such as separation, divorce or death of a family member; 3) Unsuccessful completion of a home study; (4) independent action, whether taken directly or through third parties, intended to influence the adoption process.

INITIAL _____/_____

Child Health & Background: All information provided by America World regarding the child's health and background is supplied by entities and individuals abroad. America World does not conduct an independent investigation of the information obtained by such entities or individuals and, therefore, does not guarantee the accuracy or completeness of such information. America World will provide Family with all medical and social information given to America World pertaining to any child/children referred to Family. However, such information may not be complete or accurate and therefore, such child/children may have undiagnosed, incorrectly diagnosed and/or undisclosed physical, mental or developmental problems. America World does not provide medical opinions or advice concerning the health of any referred child and Family are advised to consult a physician experienced in international adoptions regarding any diagnosed and/or potential medical problems of a particular child. Other common issues institutionalized children face include, but are not limited to: failure to thrive, attachment disorders, sensory integration issues, unreported past trauma due to abuse or neglect, exposure to inappropriate sexuality including pornography, exposure to violence, attention deficit disorder (ADD & ADHD), post-traumatic stress disorder, etc. America World recommends that Family read material (books, magazine & web articles, and list serves) and seek out webinars and in person trainings on these subjects to educate themselves on the very real struggles orphans face. In addition, Family understands that test results for HIV, Hepatitis, Syphilis, TB, and any other disease may yield an inaccurate result for various reasons. With the above stated, Family understands that their child could arrive home with undiagnosed physical, mental, emotional, and/or developmental problems. It is the responsibility of Family at their own expense to satisfy Family of the child's physical and mental condition and medical status.

INITIAL _____/_____

Child's Future: America World cannot predict an adoptive child's future intelligence, personality, allergies or other medical problems, learning disabilities, appearance, inherited characteristics, or any other issues that may arise in parenting a child.

INITIAL _____/_____

Impossibility: Should any act, event or other occurrence beyond the direct control of America World operate to prevent Family from successfully adopting a child, America World shall be relieved from fulfilling any unperformed obligations under this Agreement. Such acts, events or other occurrences may include, but are not limited to: acts of God, government action or inaction, the action or inaction of third parties (including courier services) and the operation or effect of judicial decrees.

INITIAL _____/_____

Post Adoption Reports: Family acknowledges that the completion of post adoption reports is mandatory and agrees to submit all necessary information and to complete Post Adoption reports in a timely manner as required by the foreign government and America World. Family understands that a social worker and the agency that completed the home study, where applicable, will complete these reports and visit with Family and adopted child. Fees are at the discretion of the particular agency performing the services. Family understands America World will provide Family with the information necessary to comply with the requirements of the foreign government and America World. Family consents to the exchange of information between America World and any third party service provider when necessary for the completion of required post adoption reporting. In addition to completing social worker reports, Family agrees to complete any mandatory self reports for whatever period of time is deemed necessary by the foreign government. America World will assist with the collection of such reports when appropriate and will ensure their delivery to the foreign government.

INITIAL _____/_____

Post Placement and Post Adoption Service: Family understands that America World offers limited post placement and post adoption services and resources. Where there are more specific need that America World does not offer, Family understands America World may provide the Family with referrals to appropriate resources, but that it shall be the Family's sole responsibility to secure any post placement and post adoption services required. This includes, but is not limited to, the Family's responsibility to pay for any post placement and post adoption services such as counseling, therapy, residential treatment, respite care, or any other services that are needed to help meet the child's best interests.

INITIAL _____/_____

Disruption/Dissolution of Adoption: In the event that the placement for adoption is disrupted prior to finalization it will be the legal and financial responsibility of Family to ensure proper transfer of custody in accordance with the policies of the adoption authorities of both the United States and the foreign country. Family understands and agrees that care for and commitment to the child's best interest shall take precedence above Family's best interest. In the event that a disruption or dissolution takes place, Family will contact America World immediately regarding an impending or finalized disruption or dissolution. It is Family's responsibility to inform America World as soon as possible of an impending or final disruption so that America World can assist, communicate with and help fulfill proper legal custody and care for the child. America World shall notify, in writing, both the adoption authority in the child's country of origin and the U.S. Department of State (or their designee, such as the Council on Accreditation). In determining the custody and care of a child following a disruption or dissolution, Family with the assistance of America World shall seek to find a loving, healthy and permanent family setting for child's placement. The decision for transfer of custody will be determined in large part based upon an adoption professional's evaluation, the child's wishes, the child's age, the child's length of time in the United States, and shall seek to provide the least amount of stress and/or environmental change as possible to the child. The determination to send a child back to the child's country of origin shall be viewed as an extreme last resort, when it is determined to be in the best interest of the child, and shall only be sought with the written permission of the adoption authority of the child's country of origin and the U.S. State Department. Family understands that it bears financial responsibility for the transfer and care of the child until another finalized adoptive placement can be arranged. By initialing below, Family also agrees to reimburse America World for any and all expenses incurred by America World related to the transfer and care of the child following the Family's decision to disrupt or dissolve the placement.

INITIAL _____/_____

Future Waivers: America World may ask Family to sign a waiver if an aspect or circumstance of Family's adoption puts Family at risk for a delay or denial of a referral from Family's country program. America World will limit the waiver to specific circumstances and will discuss the waiver and the risk to Family before asking Family to sign waiver. If Family chooses to travel independent of America World, Family will be sent and asked to sign "Independent Travel Release." Families may request copies of waivers in advance at any time.

INITIAL _____/_____

Fees: Family has reviewed the information America World has provided Family with regarding all applicable expenses and fees for the program from which Family has chosen to adopt. Family understands that in international adoption, fees can change and that America World will notify Family in a timely manner of any changes in fees affecting Family's adoption. Family will not hold America World liable for any changes in fees. Family understands that third party fees and travel and accommodation fees could change while Family's adoption is in progress as these fees frequently vary depending on international relations, international economics and the cost of services. Family has also been informed of customary additional fees that they may incur. If additional fees or expenses are charged to Family by America World, America World will provide Family with written notification of this change and provide written receipts for Family's records.

INITIAL _____/_____

Confidentiality of Referrals: Family understands that all referral information is confidential and agrees to refrain from sharing any information about the child, including photographs, with others outside of the referral review process while waiting for final approval. America World prohibits the posting of this information on newsletters, blogs, chat groups, Facebook, or any other public forum prior to the family receiving approval from the country adoption authority. If the Family declines a referral, the Family agrees to delete all electronically stored referral information and destroy any paper copies of the same.

INITIAL _____/_____

Confidentiality/Release of Information: Family authorizes America World to release copies of and fully discuss any and all information provided to America World by Family to cooperating and partner agencies or government(s) or adoption authorities and personnel either in the United States or in a foreign country. This permission includes, but is not limited to, partner home study agencies, adoption advocacy organizations, couriers, travel professionals, translators, interpreters, financial auditors, agency accrediting entities, orphanages, orphan care ministries, and all other organizations and individuals who may assist Family in their adoption process. If Family is a married couple, Family also authorizes America World to disclose and discuss any information provided to America World by one spouse with the other spouse. Family acknowledges that information released could include confidential information that generally would not be released apart from this consent. Family acknowledges and consents to America World's policy of full cooperation with any state agency investigating reports of alleged child abuse, neglect, or maltreatment. In such cases, America World will furnish the state authority with any and all requested information on the Family and child by adoption and may do so without Family being aware.

INITIAL _____/_____

Copy or Electronic Form: In order to provide timely adoption services to Family, America World will conduct certain processes by electronic means. The term "electronic means" includes, but is not limited to, email, facsimile (Fax), photocopies, and Portable Document Format. America World may also maintain client information in an electronic format. Family acknowledges that, in accordance with the laws of the Commonwealth of Virginia and the Uniform Electronic Transactions Act (UETA), a copy or electronically stored or generated version of this Agreement and any other document executed in the course of providing adoption services to Family shall have the same legal status as the original.

INITIAL _____/_____

Waiver and Indemnification:

Except for claims arising from the gross negligence or willful misconduct of America World, Family waives, releases and forever discharges any and all rights, claims demands and/or causes of action that Family and any of their minor children may have against America World and/or any of its officers, directors, employees, contractors, volunteers, or other agents, including claims for bodily injury or property damage or any other type of loss arising out or resulting from the adoption process. Family acknowledges that third parties not subject to the direction or control of America World - including, but not limited to, social workers, translators, overseas affiliates, and foreign officials - may be involved in the adoption process. By initialing below, Family agrees to release and hold America World harmless for any acts and/or omissions of any and all third parties.

INITIAL _____/_____

Family further agrees to indemnify, defend and hold harmless America World and any of its directors, officers, employees, agents, contractors, volunteers, or other agents from any and all claims, demands, losses, causes of action, damages, lawsuits, judgments, including attorney's fees and costs, or other liabilities arising now or in the future out of or related the Family's actions in connection with their efforts to adopt. This waiver includes any and all claims, demands, causes of action, or other liabilities arising out of Family's negligent or intentional acts and/or omissions, including any and all intentional or negligent acts and/or omissions resulting in injury to a child.

INITIAL _____/_____

ENTIRE AGREEMENT/SEVERABILITY/CHOICE OF LAW/ARBITRATION/LIMITATION OF LIABILITY

THIS AGREEMENT AND THE EXHIBITS ATTACHED HERETO REPRESENTS THE ENTIRE AGREEMENT BETWEEN AMERICA WORLD AND THE FAMILY AND SUPERSEDES ANY CONTRARY ORAL OR WRITTEN REPRESENTATIONS. IN THE EVENT THAT ANY TERM OR CONDITION IN THIS AGREEMENT IS HELD TO BE INVALID, ILLEGAL OR UNENFORCEABLE FOR ANY REASON, SUCH INVALIDITY, ILLEGALITY OR UNENFORCEABILITY SHALL NOT AFFECT ANY OTHER TERM OR CONDITION IN THIS AGREEMENT. IN THE EVENT OF SUCH DETERMINATION, THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED AS IF SUCH TERM OR CONDITION HAD NEVER BEEN CONTAINED HEREIN, BUT AS CLOSELY TO THE ORIGINAL INTENT OF THE PARTIES AS POSSIBLE.

THE AGREEMENT IS GOVERNED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA.

THE PARTIES RECOGNIZE THAT CONFLICTS OR DISPUTES MAY OCCASIONALLY ARISE, AND SHALL UTILIZE BEST EFFORTS TO RESOLVE ANY AND ALL CONFLICTS OR DISPUTES IN PRIVATE MEETINGS BETWEEN THE PARTIES. IF ANY DISPUTE CANNOT BE RESOLVED IN PRIVATE MEETINGS, THE PARTIES AGREE, AS AN ALTERNATIVE TO LITIGATION, TO ENTER MEDIATION AND, IF MEDIATION IS UNSUCCESSFUL, LEGALLY BINDING ARBITRATION IN ACCORDANCE WITH THE RULES OF THE CHRISTIAN CONCILIATION INSTITUTE OF PEACEMAKERS MINISTRIES AS SET FORTH AT [HTTP://WWW.PEACEMAKER.NET](http://www.peacemaker.net). THE PARTIES AGREE THAT ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER OR PARTIES. THE PARTIES UNDERSTAND THAT THESE METHODS SHALL BE THE SOLE REMEDY FOR ANY CONTROVERSY OR CLAIM ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, AND EXPRESSLY WAIVE THEIR RIGHT TO FILE A LAWSUIT OR CLAIM AGAINST ONE ANOTHER FOR SUCH DISPUTES, EXCEPT TO ENFORCE AN ARBITRATION DECISION.

THE PARTIES AGREE THAT ANY ARBITRATION OR LEGAL FINDINGS AGAINST AMERICA WORLD IS LIMITED TO NO MORE THAN THE FEES PAID BY FAMILY TO AMERICA WORLD.

Accepted and Agreed

As the Prospective Adoptive Family, I/we hereby declare that I/we have read this Agreement and that its conditions and terms are fully understood and agreed upon.

Adoptive Father

Date

Adoptive Mother

Date

AW Representative

Date