



Program Agreement

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Providing that a favorable home study is obtained, America World Adoption Association (hereinafter referred to as "America World") agrees to provide _____ (hereinafter referred to as "Family") adoption services towards the goal of an 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
- Facilitating the completion of the Family's dossier and submitting it to the foreign government's adoption authority or other relevant agency that handles Family's adoption paperwork
- Providing training and counseling to family to ensure they are as educated and prepared as possible for the needs of an adopted child
- Reviewing and/or approving the Family's home study
- Facilitating the referral of a child for prospective adoption, including obtaining all available information about referred child
- Advising on immigration requirements
- Advising and facilitating travel arrangements
- Facilitating any post placement or post adoption reporting and oversight, as applicable
- Providing post adoption support, referrals, and education, as applicable

I. Fees:

- A. Family has reviewed the information (see Addendum A) America World has provided Family regarding all applicable expenses and fees for the program from which Family has chosen to adopt. Family agrees to pay America World for all services rendered in the amounts and according to the payment schedule listed in Addendum A, including any changes in fees or payment schedule for the country program in which they are enrolled. Family also agrees to pay annual maintenance fees as listed on the fee schedule (see Addendum A). Family agrees to pay all fees and expenses incurred in a timely manner. 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 agrees to pay annual maintenance fees as listed on the fee schedule (see Addendum A). Family understands that third party fees and travel and accommodation fees could change while Family's adoption is in progress as these fees may vary depending on international relations, international economics, and the cost of services. America World does not charge additional fees beyond those disclosed in this Agreement. If additional fees or expenses are incurred in the foreign country, America World will provide Family with written notification of this change and will obtain consent prior to expending any funds in excess of \$1000 for which America World will hold Family

responsible. America World provides written receipts to the Family for fees and expenses paid directly by America World in the foreign country.

- B. All fees shall be paid by check or online credit card payment in the installments and at the times specified by the "Fee Schedule." Family understands that there may be a 2.5% convenience surcharge for online credit card payments.
- C. 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, provided the suspension does not result in any action that is in any way detrimental or may not be in the best interest of a child.
- D. Family understands that in addition to the America World fees, there are separate expenses 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.

(Both parents initial) INITIAL _____/_____

II. 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 do not have a FedEx account, you may open one at www.fedex.com. Examples of times your FedEx account may be used include, but are not 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.

Your FedEx Account # is _____

(Both parents initial) INITIAL _____/_____

III. Terms and Conditions of Agreement:

- A. Christian Faith: As prospective 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.
- B. 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 Agreement does not guarantee placement of a child, nor does it guarantee the successful completion of an adoption within any specific period of time.
- C. Non-Intervention/Prohibition on Child Buying: Family understands that America World is bound by the decision of country of origin's adoption authority and will not intervene 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, facilitators, third party organizations, friends, and/or relatives) in an attempt to obtain information on or otherwise influence the adoption process. If 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.

Therefore, communications concerning the child, or the possibility of a child will be directed to America World and any breach thereof may be deemed by America World to be unethical behavior and a material breach justifying a forfeiture of all funds paid and immediate termination of all adoption services. While this Agreement is in effect, Family shall make no payment of any kind for adoption services or fees to any person or entity other than America World, cooperating home study agencies, government expenses or other entities as America World shall specifically designate. Family shall not obtain separate foreign legal counsel, any physician or

medical expert without prior permission from America World. This prohibition includes, but is not limited to, any official or employee of any foreign nation or orphanage, any birth parent of a prospective adopted child, and any relative or friend of or person in a position to influence such a birth parent. Any breach of the terms of this subsection is a material breach of this Agreement. America World will also report the discontinuation of services on a case to all appropriate entities, including the Central Authority.

America World prohibits its employees and agents from giving money or other consideration directly or indirectly to a child's parent(s) or other individuals, or an entity, as payment for the child or as an inducement to release the child. America World also requires Family to comply with this prohibition.

- D. Home Study: A home study is the educational and assessment process of preparing Family for and determining whether Family is suitable for adopting a child or children. The home study must adhere to the relevant laws and policies of several entities: 1) Family's state of residence; 2) the Federal Government; 3) the sending country; and 4) America World. Upon receipt of an authorized home study, it remains valid until it expires according to state, federal, or America World guidelines, whichever occurs first; or if there is a significant change in the Family's household, including but not limited to a change in residence, family composition, marital status, criminal record, or financial resources. America World's best practice policy requires a home study update every 15 months. Failure to comply with these regulations may lead to termination of the adoption agreement.
- E. Parent Education: Family understands that each adoptive parent must complete an educational program recommended by America World Staff. This educational program is designed to prepare Family for parenting a child by adoption. This may include a number of live and recorded courses, as well as required reading materials. Family understands that each adoptive parent must complete a minimum of 30 hours of pre-adoption training (40 hours if Family is adopting from Ecuador). Family understands that placement of a child depends on successful completion of this educational program. In addition, Family understands that AWAA requires additional trainings based on the type of child or children Family is seeking to adopt and their current Family situation. Family agrees to complete any trainings specified by AWAA during the home study process, at time of referral, or any other period prior to the family traveling and finalizing the adoption. Three hours of adoption related training is also required for each home study renewal.
- F. Interruption or Termination of Adoption Services: Family understands that international adoption can be an emotionally strenuous process. It is always in the best interest of both America World staff and Family to act in a professional manner. 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. This is in no way an effort to discourage clients from submitting a complaint or expressing a grievance, and Families are provided with Grievance Procedures as part of this Agreement. Furthermore, if at any time during the adoption process, Family and/or America World decide to interrupt or terminate adoption services, all outstanding fees, and expenses due to America World and third parties at that time must be promptly paid. 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) Failure to comply with America World, state or federal requirements; 3) Change in family structure, such as separation, divorce, birth or adoption of child, death of a family member, medical issues, significant decrease in financial resources or any circumstances that may render the Family no longer eligible for an adoption program; 4) Unsuccessful completion of a home study; 5) Independent action, whether taken directly or through third parties, intended to influence the adoption process.
- G. Closure or Cessation of Country's Adoption Program: Family understands that in the event that a foreign country suspends, cancels, terminates, or significantly restricts adoptions from the Country program, that America World may withdraw family from the adoption process. This includes situations in which the foreign country chooses not to authorize or re-authorize America World as an approved service provider. In any of these events, the Family's fees paid for services rendered are non-refundable.
- H. 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 and/or a mental health expert experienced in international adoptions regarding any

diagnosed and/or potential medical and/or mental problems of a particular child. Other common issues institutionalized children face include, but are not limited to failure to thrive, attachment disorders, behavioral issues, cognitive impairment, 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), and/or post-traumatic stress disorder. 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.

- I. 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.
- J. 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.
- K. Post Placement and Post Adoption Reports: (See Addendum F) Family acknowledges that the completion of post placement and 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 agrees that they will be liable for any civil damages incurred by America World for Family's failure to complete required post placement and post adoption reports. 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 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 placement and 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. Family agrees that in the event the child's adoption is dissolved and a secondary adoption takes place, Family will not finalize the adoptive placement unless ensuring the new adoptive family has agreed to pre-pay for and complete any remaining post adoption reports.
- L. Post Placement and Post Adoption Services: Family understands that America World offers post placement and post adoption support, referral, and educational resources. Support available includes a staff member educated in post adoption issues and available to consult with families for intervention options. Where there are more specific needs that America World does not offer, AWAA will make an effort to provide or arrange for counseling by an individual with appropriate skills to assist Family in dealing with the problems that have arisen. Additionally, 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.
- M. Disruption 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. If a disruption takes place, Family will contact America World immediately regarding an impending or finalized disruption. 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 "Center for Excellence in Adoption Services"). If the disruption takes place in the foreign country prior to immigration to the United State, the foreign adoption authority will be heavily involved and have ultimate authority for the next temporary and permanent placement of the child, while America World will be available to the adoption authority for consultation and support as requested.

If the disruption is occurring in the United States, in determining the custody and care of a child following a disruption, 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 agrees that in the event of a disruption, America World may provide any case information (including the release of information about the child and Family) to child welfare authorities, including child protective services, so that these authorities can provide oversight and fulfill their role in ensuring children are protected. This would include cases where a child's physical custody is transferred to another party even if there has not been a disruption of the adoption. Family agrees that in the event of a disruption, America World may release information about the child and the adoption case to other caregivers of the child. Family understands that it bears the legal and 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 the placement.

- N. Dissolution of Adoption: Family understands and agrees that care for and commitment to the child's best interest shall take precedence above Family's best interest. If a dissolution is pending or has taken place, Family will contact America World immediately regarding an impending or finalized dissolution. It is Family's responsibility to inform America World as soon as possible of an impending or final dissolution so that America World can assist. 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 "Center for Excellence in Adoption Services"). If the dissolution takes place in the foreign country prior to immigration to the United States, the foreign adoption authority will be heavily involved in the legal dissolution process and have ultimate authority for the next temporary and permanent placement of the child, while America World will be available to the adoption authority for consultation and support as requested.

If the dissolution takes place in the United States, in determining the custody and care of a child following a 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. Family agrees that in the event of a dissolution, America World may provide any case information (including the release of information about the child and Family) to child welfare authorities, including child protective services, so that these authorities can provide oversight and fulfill their role in ensuring children are protected. This would include cases where a child's physical custody is transferred to another party even if there has not been a dissolution of the adoption. Family agrees that in the event of a dissolution, America World may release information about the child and the adoption case to other caregivers of the child. 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 dissolve the placement.

- O. 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.
- P. Confidentiality/Release of Information: America World ensures that personal information gathered or transmitted in connection with an adoption is used only for the purposes for which the information was gathered and safeguards sensitive individual information. Family authorizes America World to release copies of and fully discuss only information gathered and safeguards information. This may include cooperating and partner agencies, government(s), and 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, attorneys, 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 all requested information on the Family and child by adoption and may do so without Family being aware.

- Q. 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.
- R. All schedules, attachments, and addenda, as noted above, are considered to be part of the original content of the contract and are agreed to by Family.

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

IV. Risks of Travel

Family realizes that travel is a risk and will provide America World a copy of the exact flight number and travel plan of each family member before Family travels to and from the country. In the event that Family is required, or elects, to travel to the sending country for adoption-related purposes, the following provisions apply:

- A. America World cannot ensure the safety of Family when traveling in the U.S.A or overseas. All travel involves risks of crime and accident. Travel to a foreign country may involve additional risks and hardships, including but not limited to, exposure to illness or disease, unsanitary or unsafe food and water, inadequate or non-existent medical and dental services, and political instability. Family should consider all details before traveling overseas or considering a program that requires travel abroad.
- B. America World strongly suggests that Family travel with another adult, if spouse is not traveling, when on an adoption trip. America World also strongly suggests against taking children under 14 with Family on adoption trips or taking persons with known health risks or needing special assistance on adoption trips.
- C. Family will be solely responsible for paying all costs of any and all travel and travel activities of Family and the child including, but not limited to: airfare, airport taxes, exit fees, accommodations, meals, taxis, entertainment, guides, sightseeing, and travel insurance, delay costs, change costs associated with unknown delays and inconveniences. Family shall be solely responsible for obtaining and paying for their own passport and/or travel visa. Family agrees and understands that America World is in no way responsible to reimburse Family for travel expenses for Family or anyone traveling with Family, whether or not the adoption finalizes or not or regardless of number of trips to accomplish the adoption.
- D. America World may recommend travel agents, visa service companies, guides, airport greeters, or accommodations in order to assist Family in their overseas visit. Family acknowledges that any such travel agents, greeters, or guides that are not the agents or employees of America World are not and cannot be guaranteed or assure the cost, reliability, or availability of those arrangements.
- E. Family understand and agree as follows:
- (1) That there are risks of travel.
 - (2) That "travel" includes, but is not limited to, traveling at a certain time, by way of a certain destination, or by a certain means of transportation.
 - (3) That the "risks of travel" include, but are limited to, war, terrorism, political or social conflict, illness including medical diseases or outbreaks, delay, inconvenience, and negligence of transportation providers, accidents, and medical emergencies.
 - (4) That Family assumes all risks of travel and shall not recover from America World for any expense, loss or harm resulting from the risks of travel.
 - (5) That when America World notifies Family that it is time for the parents to travel to visit a child, America World is not making any representation regarding the safety or advisability of travel, and is not responsible for any expense, loss or harm resulting from the risks of travel.
 - (6) That this Agreement shall be enforceable by and against the executors, administrators, heirs, agents, representatives, employees, and successors of the parties to this Agreement.
 - (7) Family has been advised by America World to purchase travel insurance which may cover loss in the event of an accident or medical emergency including air-evacuation while on trip.
 - (8) Family has been advised by America World to purchase fully refundable and changeable tickets in the event of delayed or cancelled travel.

- (9) Family has been advised that traveling alone is not suggested. It is very helpful to have the support and assistance of a traveling companion. Single parents should consider bringing a friend or family member with them while traveling abroad.
- (10) Family has been advised to check the status of the immunizations for every family member or friend who is planning to travel.
- (11) Family has been provided with the link to the CDC website and advised to speak to its local health department about recommended vaccinations. www.cdc.gov, traveler's health link.
- (12) Family shall check the CDC website for current information on outbreaks in the areas of child's country.
- (13) Family has been advised to seek America World representative in case of an emergency.

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

V. Hold Harmless/Release of Liability

- A. America World will attempt to place a child with Family. However, Family understands that America World does not warrant or guarantee a child will be placed with Family or that Family will be approved, qualify, or accepted to adopt in any foreign country. America World shall not be held liable if, for any reason other than the intentional or reckless misconduct of America World, Family fails to be accepted or qualify as an adoptive parent.
- B. America World does not and cannot warrant or guarantee the physical, psychological, developmental, or mental health of a child. Family acknowledges and agrees to hold America World harmless and free of any cost, prejudice, or judgment which they may be entitled to or indemnification or contribution for the care of the child arising from any physical, mental, or emotional defect in said child or injury to or death of said child.
- C. Family understands that the America World does not warrant or guarantee the good faith performance of any person, persons, agency, or institution not supervised by America World in USA, or any agents outside the United States that are not employees or supervised by America World. Family agrees to hold America World free and harmless from any loss which may arise from the negligence or intentional misconduct of any persons involved in the placement with the exception of America World, including negligence or intentional misconduct of the orphanage or persons working with a child or the adoption process. It is further understood that any loss of convenience arising from policies, procedures, or requirements of the government of the United States or the government of any other country or any loss resulting from cultural, acts of God, religious or social practices or medical crisis of any other country or pandemic will not be imputed to America World and Family waives its/their right of contribution or indemnification or refund for any monetary loss resulting therefrom. Family understands that America World has no direct control over foreign or US governments, their changes in laws concerning adoption, complete closures of adoptions in their country, or other such happenings. Family will not hold America World responsible for the adoption being slowed down, postponed, or canceled because of such actions or conditions mentioned above. Family understands that a child referred may be lost due to but not limited to: birth family returning, national domestic adoption, foster placement or the death of a child, central authority withdrawing referral for various other reasons, change in local country law, USCIS law or US law.
- D. Family understands that undiagnosed physical, developmental, emotional, and mental special needs are common in international adoption, including but not limited to the following inherent risks:

• HIV, AIDS • Fetal Alcohol Syndrome • Fetal Alcohol Effect • Cleft lip/Cleft palate • Short, missing, or deformed limbs • Giardia • Syphilis • Tuberculosis • Chickenpox • Respiratory Infections • Post-traumatic Stress Disorder, Post-Institutional Care Systems • Post-traumatic Stress Disorder • Attachment Disorders • Speech and Language Delays • Vision Impairment/loss • Cerebral Palsy, Hernias • Decayed Teeth	• Hepatitis B, Hepatitis C • Failure to Thrive • Hearing Problems • Extra or joined fingers or toes • Intestinal Parasites • Salmonella • Rickets • Measles • Ear Infections • Developmental Delays • Attention Deficit Disorder/Attention Deficit Hyperactivity Disorder • Sensory Integration Disorder • Deafness • Sexual and Physical Abuse • Neurological Abnormalities • Reactive Attachment Disorder
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- E. Family understands that America World does not warrant or guarantee the physical or mental health of the child as described in the referral materials provided by the sending country. Family assumes such risk.

Family understand that children placed for international adoption are commonly the victims of trauma including but not limited to institutional trauma, sexual abuse, physical abuse, psychological abuse, or a combination of any and that these traumas may not be described in the child's referral documentation. In addition, there may be a lack of available medical information due to the fact that the children may have been abandoned at birth or early in life or removed from a home environment from which it can be difficult to obtain valid family background information.

Children may have been physically, mentally, or sexually abused, and/or neglected (even in the foster home or orphanage setting). Many children come into adoption with unknown, undiagnosed, or unreported physical, emotional, or behavioral conditions and developmental delays. Family assumes all such risks. Family understands that America World does not and will not make a representation or warranty, expressly or implied, concerning the medical or psychological condition of any child. Family agrees and acknowledges that America World is not and cannot be responsible for any such conditions. Any medical examinations, tests, histories of a child may have declared the child healthy, or mild special needs and may not be accurate. Family understands and acknowledges that none of these documents guarantee a healthy or mild special needs child. America World cannot guarantee the results or accuracy of any evaluations, medical tests or assessments performed on the child. Family assumes such risk. America World makes reasonable attempts at requesting missing information or asking the foreign authorities for updated or further information. All information which America World receives from the foreign authority will be given to Family.

Family acknowledges that for reasons out of the control of America World, full child information documents from authorities in a foreign country may not be given to America World. These documents or information may or may not be provided to Family after the placement of the child with Family. Family acknowledges that this does not indicate negligence on the part of America World.

- F. America World does not and cannot investigate or confirm the information obtained or provided from a foreign country related to the referral of a child. The information obtained or provided may be inaccurate and/or incomplete. Family has been informed that there are inherent risks due to incomplete or unreliable testing in foreign countries. Family has had the opportunity to discuss the medical, emotional, and psychological risks with a physician of its choice and has the right to request the child to be examined and tested by a physician of its choice, should Family choose to do so. Family understands that the cost of this examination will be Family's financial responsibility. Family understands that some tests will not be available in all countries. America World makes every effort to request current and additional information that may be missing and provide that information as America World receives the updates.

Translations of documents from English to foreign languages and from foreign languages to English may be inaccurate. America World does not guarantee, and makes no warranty, express or implied, concerning, the accuracy, validity, applicability, or completeness of any information, medical, prenatal, psychological, historical, or other records or data regarding any child. Family assumes such risk.

- G. Family acknowledges and understands that although America World can arrange for an exam, America World does not actually conduct any assessment, testing, or evaluation of a child and can only transfer the information to Family. Additional tests Family may request are at the expense of the Family. Family further understands and releases America World and holds America World 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 of any child referred to, placed with or adopted by Family, regardless of when such injury, harm, damage or loss is known or discovered. Family assumes such risk.
- H. In the event a country suspends or stops foreign adoption or removes approval of Family or referral of the child is no longer permitted, or Family no longer qualifies for the program due to changes in Family's circumstances, the program fees received by America World and not sent or due in the country according to the financial agreement will be refunded according to the America World's refund policy. Any fees already sent to the country are not refundable. International adoptions are in great part controlled by the foreign government, its political infrastructure, and its relationship with the United States. Family assumes all such risks.
- I. Family further agrees to release and hold harmless, and to waive any claims against, America World from any losses, liabilities, claims, damages, or other expenses associated in any way with the risks inherent with international adoption, as set forth in this Agreement and in any additional risk factors provided to Family by America World.

- J. Family further agrees that America World's maximum cumulative liability for damage, costs, or expenses of any kind recoverable under any claim relating to this Agreement shall not exceed the amount of fees actually paid by Family to America World pursuant to this Agreement.

(Both parents initial) INITIAL _____/_____

VI. 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. BOTH PARTIES AGREE THAT ANY AND ALL LEGAL AND/OR EQUITABLE CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT MUST BE FILED ONLY IN A STATE OR FEDERAL COURT LOCATED IN THE COMMONWEALTH OF VIRGINIA. BY ENTERING INTO THIS AGREEMENT, BOTH PARTIES AVAIL THEMSELVES TO THE LAWS OF VIRGINIA AND TO THE PERSONAL JURISDICTION OF ALL STATE AND FEDERAL COURTS LOCATED IN THE COMMONWEALTH OF VIRGINIA.

THE PARTIES TO THIS AGREEMENT RECOGNIZE THAT CONFLICTS OR DISPUTES MAY OCCASIONALLY ARISE. IF ANY DISPUTE CANNOT BE RESOLVED IN PRIVATE MEETINGS, THE PARTIES AGREE, AS AN ALTERNATIVE TO LITIGATION, TO ENTER MEDIATION TO TAKE PLACE IN-PERSON IN MCLEAN, VA BEFORE A THIRD-PARTY NEUTRAL LISTED AMONG THE ROSTER OF MEDIATORS WITH THE INSTITUTE OF CHRISTIAN CONCILIATION ([HTTPS://WWW.INSTITUTEFORCHRISTIANCONCILIATION.COM/DIRECTORY/](https://www.instituteforchristianconciliation.com/directory/)). IF MEDIATION IS UNSUCCESSFUL, THE PARTIES AGREE TO LEGALLY BINDING ARBITRATION IN ACCORDANCE WITH THE RULES OF PROCEDURE FOR CHRISTIAN CONCILIATION OF THE INSTITUTE OF CHRISTIAN CONCILIATION, (COMPLETE TEXT OF THE RULES IS AVAILABLE AT [HTTPS://WWW.INSTITUTEFORCHRISTIANCONCILIATION.COM/RULES/](https://www.instituteforchristianconciliation.com/rules/)).

THE PARTIES AGREE THAT THE ARBITRATION WILL TAKE PLACE IN FAIRFAX COUNTY, VA. THE PARTIES FURTHER AGREE TO THE EXCLUSIVE AND MANDATORY PERSONAL JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN THE COMMONWEALTH OF VIRGINIA FOR PURPOSES OF RESOLVING ANY DISPUTE THAT IS NOT SUBJECT TO ARBITRATION AND/OR TO ENFORCE ANY ARBITRATION AWARD, WITH VENUE PROPER ONLY IN FAIRFAX COUNTY. 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.

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. **I/WE UNDERSTAND THAT THIS AGREEMENT INCLUDES PROVISIONS LIMITING OUR LEGAL RIGHTS, INCLUDING CERTAIN WAIVERS OF LIABILITY, LIMITATION OF LIABILITY, AND A BINDING ARBITRATION CLAUSE.**

Prospective Adoptive Father

Date

Prospective Adoptive Mother

Date

AW Representative

Date



India Program Fee Schedule

AMERICA WORLD FEES

Family agrees to pay America World the fees outlined in the following table. All fees listed below are per adoption. America World fees can be paid by check or credit card.

Application Due prior to agreement			
Fee Description	Paid to	Fee Type	Amount
Application Fee	AWAA	US Expense	\$395
CEAS Monitoring & Oversight Fee <i>This is a fee charged to AWAA by The Center for Excellence in Adoption Services (CEAS) for the expenses associated with the oversight & monitoring of all Hague Accredited agencies (per child).</i>	AWAA	US Expense	\$815
1st Installment of Agency Fee*	AWAA	US Expense	\$3,200
Global Missions Support Fee <i>Provides vital resources for America World's humanitarian and ministry work, enabling us to continue our Christian mission of serving and caring for vulnerable children around the world.</i>	AWAA	US Expense	\$200

Home Study Assessment Due prior to service			
Fee Description	Paid to	Fee Type	Amount
Home Study Fee <i>Estimated expense applicable only for families using AW Social Services. For families using other home study providers see third party expenses below for estimated home study fee.</i>	AWAA	Home Study Expense	\$2,000 - \$3,000
Pre-Adoption Education <i>America World requires a minimum of 30 hours of training. This trauma-informed curriculum is designed to equip families for the life-changing journey of international adoption and is also compatible with the Hague requirements of training for prospective adoptive parents. Fee is per person.</i>	AWAA	US Expense	\$399

CARINGS Registration Due upon time of registration			
Fee Description	Paid to	Fee Type	Amount
2nd Installment of Agency Fee*	AWAA	US Expense	\$3,200

Dossier Due upon Dossier Submission			
Fee Description	Paid to	Fee Type	Amount
3rd Installment of Agency Fee*	AWAA	US Expense	\$3,200
1st Installment of International Program Fee**	AWAA	Foreign Fee	\$5,000
Post Adoption Deposit <i>Fully refundable to family upon successful/timely completion of post adoption reporting.</i>	AWAA	Post Adoption Expense	\$2,000

Final Program Fees Due at Referral Acceptance			
Fee Description	Paid to	Fee Type	Amount
4th Installment of Agency Fee*	AWAA	US Expense	\$3,200
2nd Installment of International Program Fee**	AWAA	Care of the Child	\$5,000 (\$1,000 per additional child)
Post Adoption Administrative Fee <i>Costs associated with tracking, reviewing, and sending post adoption reports overseas.</i>	AWAA	Post Adoption Expense	\$1,850 (\$950 per additional child)
Pre-Payment for Post Adoption Reports <i>Applicable only for families using AW Social Services. (additional fees applicable to multiple child placements)</i>	AWAA	Post Adoption Expense	\$2,400- \$2,700

Travel Due upon Travel Itinerary Finalization			
Fee Description	Paid to	Fee Type	Amount
In Country Travel Package <i>Family transportation to and from orphanage and transportation fee. In-country guide travel, hotel, and service. AWAA coordination and processing.</i>	AWAA	Travel/Accommodation Expense	\$1,200- \$3,000

***AGENCY FEES** - America World's Agency Fee is divided into four installments, payable at distinct stages of the adoption process. The Agency Fee covers a portion of our overall labor and operational expenses, including but not limited to program development and maintenance, accreditation and licensure, staff training, country orientation, case management and support, dossier services, coordination with home study providers, overseas partners and foreign Central Authorities, travel coordination and adoption finalization.

**** INTERNATIONAL PROGRAM FEES-** America World's International Program Fee is divided into two installments, payable at distinct stages of the adoption process. The International Program Fee covers the *Care of the Child* fees set by CARA adoption regulations, overall labor and administrative costs associated with providing services in-country, including but not limited to adoption facilitation, program development, training and education, legal fees & case management.

THIRD PARTY FEES

Family agrees to pay the third-party fees outlined in the following table. All fees listed below are per adoption and estimated by AWAA to the extent reasonably possible. Payments to third party vendors are usually paid by check or credit card.

Estimated Third Party Fees			
Fee Description	Paid to	Fee Type	Amount
Home Study			
Psychological Evaluations <i>(per adult)</i>	Psychologist	Third Party	\$250 - \$500
Background Checks & Medical Exams	Service Provider	Third Party	\$50 - \$225
USCIS Application Fee <i>Includes biometrics for all adults in household plus two extensions.</i>	USCIS	Third Party	\$920
Dossier & Referral			
Referral Review by International Adoption Specialist	Physician	Third Party	\$100 - \$500
Document Preparation Fees <i>Notarization, apostille & shipping fees of referral documents & completed dossier.</i>	Service Provider	Translation & Document Expense	\$250-\$1000
Travel			
International Airfare Roundtrip <i>(per traveler)</i>	Airline	Third Party	\$1,400 - \$2,000
International Airfare One-way <i>(per adopted child)</i>	Airline	Third Party	\$1,000 - \$1,500
In-Country Flights <i>(per traveler)</i>	Airline	Third Party	\$0 - \$300
In-Country Expenses <i>Hotels, ground transportation, meals</i>	Service Provider	Third Party	\$1,500-\$3,000
Child's Medical Appointment Fee <i>(per child)</i>	Service Provider	Third Party	\$255-\$440
Child's Visa <i>(per child)</i>	US Embassy	Third Party	\$325
Exit Permit Application <i>(per parent)</i>	Service Provider	Third Party	\$15
Visa (per traveler) <i>(Cost varies depending on visa type and if the family is an Indian passport holder, OCI card holder, or already has an Indian visa)</i>	Service Provider	Third Party	\$0-\$40

AS NEEDED/OPTIONAL SERVICE FEES

Home Study <i>Applicable only for families not using America World for home study services</i>	Request of Service	Service Provider	Home Study Expense	\$2,000 - \$3,000
Social Services Travel Fees <i>Mileage Fee based on the IRS Standard Business Mileage Rate plus \$15/hour if travel time for a meeting is two hours or more round trip.</i>	Request of Service	Service Provider	Home Study Expense	Varies
External Home Study Coordination & Review Fee <i>Applies when a family lives in an AW licensed state but chooses to use another agency for home study services. This fee covers the required agency agreement and AW's review of the home study and any required updates.</i>	Request of Service	AWAA	Home Study Expense	\$750
Home Study Review Fee <i>Applies when a family lives outside of AW's licensed states and their home study is completed by another agency. This fee covers AW's review of the home study and any required updates.</i>	Request of Service	AWAA	Home Study Expense	\$300
Copy Service <i>Fee for AW to assist with copies needed for India dossier.</i>	Request of Service	AWAA	Translation & Document Expense	\$200 - \$600
Additional Social Services as needed <i>Home Study updates, Addendums, Additional Training etc.</i>	Request of Service	Service Provider	Home Study Expense	Varies
USCIS Renewal Fee (as applicable for renewal or reporting changes)	Request of Service	USCIS	Third Party	\$455
CARA re-validation fee <i>Applicable when a HS re-validation is required from CARA approximately 3 years from the initial home study finalization date.</i>	Expiration of timelines	AWAA	US Expense	\$1,500
Photo book for child <i>(cost of photo book created by family and shipped to India)</i>	Request of Service	Service Provider	Third Party	\$25-\$200
Collection of additional documents <i>(as requested by various entities in India)</i>	Request of Service	Service Provider	Translation & Document Expense	\$25-\$100
Multiple Child Placement Administrative Fee <i>(Applicable when 2 or more children accepted)</i>	Referral Acceptance	AWAA	US Expense	\$2,000
Referral Coaching Sessions <i>Families accepting a high-risk referral—defined as a child age 4 or older or a sibling group of two or more—are required to participate in a minimum of four coaching sessions with our post-adoption team. Coaching may also be required for other families who could benefit from additional support.</i>	Referral Acceptance	AWAA	US Expense	\$300
Post Adoption Reports <i>Applicable only for families not using America World for post adoption report services. (per child)</i>	Request of Service	Service Provider	Post Adoption Expense	\$1,800 - \$3,000
Re-Adoption	Request of Service	Service Provider	US Expense	\$0-\$2,000

Contributions- There are no fixed contribution amount or percentage that the prospective adoptive parent(s) will be expected or required to make to child protection or child welfare service programs in the child's country of origin or in the United States.

Total Estimated Fees (not including optional/as needed expenses or refundable deposit)	
Home Study Expenses	\$2,000 - \$3,000
US Expenses	\$14,609-\$15,008
Foreign Expenses	\$5,000
Care of the Child Fee	\$5,000
Translation and Document Expenses	\$250 - \$1,000
Post Adoption Expenses	\$4,250 - \$4,550
Third Party Expenses	\$5,815 - \$12,620
Travel & Accommodation Expenses	\$1,200 - \$3,000
Average Total Estimated Expenses	\$38,124 - \$49,178

Refund Policy:

America World will refund any fees directly to Family via check or credit that they may be entitled to within 60 days of the completion of services. All fees paid to America World for services rendered are non-refundable.

- **Application Fee-** Non-refundable
- **CEAS Monitoring & Oversight Fee-** Non-refundable
- **Social Service Fees** (Applicable only for families using America World for social services) If either Family or America World terminates the home study process before finalization, America World will refund a portion of the home study fee according to the following terms:
 - 40% Refund if prior to first visit (including Orientation)
 - No refund after first visit
- **Agency Fees-** America World's agency fee is divided into four installments, each payable at distinct stages of the adoption process. Payments 1 and 2 become due after services have been provided and are thus non-refundable. Payment 3, however, carries a partial refund possibility if the family accepts a referral but withdraws before traveling.
- **Post Adoption Deposit**—Fully refundable if all required Post Adoption Reports are received by America World on time, or if the adoption process is terminated for any reason prior to completion. If a report is not submitted, or not submitted on time, the fee shall be retained by America World.

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 (including housing allowances) for a 4-person household with a \$5,000 increase for each additional dependent household member). The prospective adoptive family meeting this requirement is eligible for a 50% discount on their application fee and a 10% discount on the final agency fee.
- **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 for a 4-person household with a \$5,000 increase for each additional dependent household member). If the applicant(s) meet these requirements, they will receive 50% discount on their application fee and a 10% discount on the final agency fee.
- **Returning Family Discount:** Families returning to adopt again through America World are eligible for a 50% discount on their application fee and a 10% discount on the final agency fee.

Acknowledged and Agreed:

Family has been informed and acknowledges that international adoption is a complex process often subject to delays and unforeseen expenses. Predicting the exact costs that a family will face in international adoption is difficult due to its unpredictable nature. However, America World considers the fee estimates provided to be realistic. While America World aims to adhere to a consistent fee structure, unforeseen rises in our costs might require an increase in our fees. America World will notify Family in a timely manner of any changes in fees affecting Family's adoption.

AWAA has a policy to not customarily charge additional fees and expenses beyond those disclosed above. Nonetheless, third-party fees associated with the adoption are subject to change at any time. If unforeseen additional fees and expenses are incurred in the foreign country, AWAA will only charge such additional fees and expenses under the following conditions:

- 1) *AWAA will disclose the fees and expenses in writing to the prospective adoptive parent(s).*
- 2) *AWAA will obtain the specific consent of the prospective adoptive parent(s) prior to expending any funds in excess of \$1,000 for which AWAA will hold the prospective adoptive parent(s) responsible.*
- 3) *AWAA provides written receipts to the Family for fees and expenses paid directly by America World in the foreign country and retains copies of such receipts.*

Family agrees to pay all additional expenses associated with the adoption.

Family understands that the payment of fees in no way guarantees the placement of a child. As previously disclosed to you in your Adoption Agreement, efforts to adopt children from a foreign country involve circumstances often beyond America World's control that may interfere with or interrupt the adoption process. Such events may include, but are not limited to acts of God, government action or inaction, the action or inaction of third parties, the reappearance of a birth parent, and the operation or effect of judicial decrees. Many known risks have been disclosed to you here, and in your Adoption Contract. Family freely assumes the risks associated with efforts to adopt internationally, as disclosed herein and in the Adoption Agreement, and will not hold America World responsible for any event resulting in the delay or

termination of the adoption process. If the adoption process is terminated for any reason, at any time during the process, refunds (if any) will be subject to America World's refund policy, as described herein.

By signing below, we, the adoptive family, agree to pay the fees enumerated herein as well as any additional third-party expenses that may arise during our adoption.

Prospective Adoptive Father

Date

Printed Name

Prospective Adoptive Mother

Date

Printed Name



Client Rights and Responsibilities

Client Rights

- You have the right to professional quality service.
- You have the right to ethical and moral service.
- You have the right to participate in the development of any personalized service plan and to refuse any services.
- You have the conditional right to review your record. A letter to the Executive Director initiates this. You will not be permitted to review information provided by other sources without their written consent. The laws of the Commonwealth of Virginia may supersede this policy.
- You are protected by professional laws, rules of ethics and confidentiality. No information about services you have received will be released to anyone without your knowledge, unless mandated by law.
- You have the right to air any grievances as outlined in our Grievance Procedure.
- You have a right to an explanation of America World program fees and you will receive a copy of the final, signed agreement stating these fees.
- You have the right to receive information on our current program fee and a list of other estimated expenses.
- Pursuant to Hague Standard 96.39(b) you have the right to request the following America World data from the past 3 calendar years (1) the number of adoption placements per year, and the number and percentage of placements that remain intact, are disrupted, or have dissolved; (2) the number of applicants each year; and (3) the number of children eligible for adoption and awaiting an adoptive placement, when applicable.

Client Responsibilities

- It is the client's responsibility to know the payment schedule and make listed payments on time and in full unless given permission to pay fees on an individual payment schedule.
- If the client is unable to make a payment in full or on time, for whatever reason, it is the client's responsibility to contact America World, before the payment is due, in order to seek permission to set up an individual payment schedule.
- It is the client's responsibility to request a grievance form and file an official grievance if any situation, directly related to America World's service, displeases the client.
- It is the client's responsibility to treat all America World staff with respect and professionalism in all forms of communication including, but not limited to, phone conversations, e-mails, and face-to-face meetings.

- If the client feels an America World staff member is not treating him or her with respect and professionalism, it is the client's responsibility to file an official grievance report so that, if it is appropriate, the proper authorities can evaluate the situation, come up with a solution, and administer restitution.
- It is the client's responsibility to be honest and upfront about all topics brought up in the application process, home study process and international paperwork process. If, at any point in the adoption process from application to final post- placement report, any important changes happen within the immediate family, it is the client's responsibility to immediately inform America World of these changes. Examples of "important" immediate family changes include births, pregnancies, deaths, new household members, loss of job, substantial changes in income, marriages, divorces, separations, moves, changes in arrest history and life-threatening illnesses or injuries.
- It is the client's responsibility, with the assistance of their family coordinator and America World's instruction paperwork, to put together all the required documents for the foreign government to review and to mail the completed set of documents to America World.
- It is the client's responsibility to inform their Family Coordinator of any problems with their adoption. This includes, but is not limited to USCIS, Home Study and Dossier document problems.
- It is the client's responsibility to complete the home study, post placement and USCIS requirements.
- It is the client's responsibility to choose which country they prefer to adopt from and to accept or decline the final referral based upon the information given to them.
- Normal office hours are 9am to 5pm, Monday through Friday. It is the client's responsibility to check the website, mailings, and their e-mail accounts to find out about recent updates, office closings, and important upcoming events.
- It is the client's responsibility to be financially, emotionally, mentally, spiritually, and physically prepared to love and raise a child (or children) from a foreign country.

I have read and understand the above rights and responsibilities. I further understand that if our family fails to meet any of the above responsibilities, America World reserves the right to discontinue services to my family.

Prospective Family Name _____
Please print your names

Prospective Adoptive Father

Date

Prospective Adoptive Mother

Date



Grievance Procedure

Name(s) _____

America World is committed to the continual improvement of our services. We highly value the opinions of others, and we want to honor God by being good stewards of the work He has entrusted to us. Prospective and Adoptive parents, birth parents, adoptees, or any other person affected by the services and activities of America World, have the right to lodge a complaint directly with America World regarding any issue or aspect of the agency's work (including those related to America World's use for supervised providers) that he or she believes raise an issue of compliance with the Hague Adoption Convention, the Intercountry Adoption Act, the Universal Accreditation Act, or the implementing regulations. Below are steps that should be followed if you have a grievance arising out of the services provided by America World:

- 1) To submit a complaint, we have provided a "Grievance Procedure Form" to facilitate the complaint submission. Please request a copy of this form if you cannot find the one you were provided. Complainants are also welcomed to submit a complaint in any written format via email, letter, or in person. Complaint should be physically or electronically signed and dated.
- 2) Submit the complaint directly to the staff person complainant has concerns with, a Family Coordinator, or a Program Director. You are welcome to attach any evidence (i.e., faxes, emails, letters, bills, etc.).
- 3) America World's Performance and Quality Improvement (PQI) Team will review the complaint and propose a response and resolution within 30 days of receipt. America World will provide an expedited review if it is determined that the complaint is time-sensitive or involves an allegation of fraud. The proposed resolution will be presented in a formal, signed letter.
- 4) If complainant is dissatisfied with the response and proposed resolution, complainant may request another review of the matter by filing a second Grievance Procedure Form. America World's CEO and Board of Directors will review the second grievance and provide a written response within 30 days.
- 5) If complainant is dissatisfied with the response from the CEO and Board, complainant may file a complaint directly with the U.S. Department of State's "Hague Complaint Registry," accessible at the following link: [here](#).

America World's Performance and Quality Improvement (PQI) Team

America World's PQI Team drives the ongoing quality improvement initiatives at America World and manages the complaint process. The PQI team meets regularly to review agency and stakeholder data to identify trends and propose opportunities for systemic improvements. The PQI Team maintains a written record of each complaint received and the steps taken to investigate and respond to it. America World makes these records available to the accrediting entity or the Secretary of State upon request. The PQI Team provides to the accrediting entity and the Secretary of State, on a semiannual basis on April 1 and October 1, a summary of all complaints received during the preceding six months. The information provided includes the number of complaints received, how each complaint was resolved, an assessment of any discernible patterns in complaints, and information about the systemic changes made or planned by the agency in response to such patterns.

Refund Requests

If you solely have a request for a refund that falls outside our standard Refund Policy and Procedures and have no intention of filing a complaint with the agency, please direct your refund request to your agency representative. The request will be managed by the Program Director and you will be provided with a final written determination within 30 days. At any point during or after the refund request process, you are welcome to file a complaint using the above procedures. If your refund request includes any communication that appears to be a complaint about the agency or its supervised providers, it will be treated as a complaint and will follow the procedures above.

All complaints will be handled in a professional and Christ-honoring manner. America World expressly prohibits any actions intended or appearing to discourage a client or prospective client from or retaliate against a client or prospective client for: making a complaint; expressing a grievance; providing information in writing or interviews to an accrediting entity on the agency's performance; or questioning the conduct of or expressing an opinion about the performance of an agency. No adoption process will be negatively impacted if you choose to take advantage of the grievance process. It is our hope that all parties involved will be satisfied that their concerns are understood, and any issues are resolved.

I have read and understand the America World Grievance Procedure:

Signature

Date

Signature

Date

America World Adoption Association Grievance Procedure Form

Date: _____

Name of Person(s) filing Grievance: _____

Description of Grievance (please attach letter if more space is needed):

If Grievance was caused by a specific event, please fill in the following details:

Date: _____

Time: _____

Place: _____

Signature of Person(s) filling out report: _____

For office Use Only:

What was done to remedy grievance?

Date client/staff informed of resolution: _____

What were client/staff feelings about resolution?

Signature of Agency Representative: _____ Date: _____

Date of Grievance review: _____



India Program Family Service Plan

Adoption Services Overview

As the Primary Provider, America World is responsible for developing a plan for the provision of all six required adoption services. Listed below are these adoption services and what entity or individual will be providing those services in your adoption case.

Adoption Service Provided	Entity/Individual Providing Service	AWAAs Relationship to Provider
Identifying a child for adoption and arranging an adoption	CARA-Central Authority Regarding Adoption (with assistance from the orphanage under its control)	Central Authority
	America World	Primary Provider
	Madhavi Kuthe	Foreign Supervised Provider
	Gloria Campos	Foreign Supervised Provider
Securing the necessary consent to termination of parental rights and to adoption	CARA- Central Authority Regarding Adoption	Central Authority
Performing a home study on prospective adoptive parent(s) and reporting on such a study	(Fill in name of home study provider)	Exempt Provider
Performing a background study on a child and reporting on such a study	CARA- Central Authority Regarding Adoption in conjunction with the orphanage	Central Authority
Making a non-judicial determination of the best interests of a child and the	CARA- Central Authority Regarding Adoption	Central Authority
	America World	Primary Provider

appropriateness of an adoptive placement for the child	(Fill in name of home study provider)	Exempt Provider
Monitoring a case after a child has been placed with prospective adoptive parents until final adoption	Placement with prospective adoptive parents does not occur prior to final adoption, therefore this service is not provided in India adoptions	n/a
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.	CARA- Central Authority Regarding Adoption in conjunction with the orphanage	Central Authority

Family Agreements

I/We recognize that the Family Service Plan is intended to help us understand who will be providing each of the six adoption services during our adoption process. I/We understand the six adoption services, who will be providing those services and the relationship between America World and those providers.

Prospective Adoptive Father's Signature: _____

Date: _____

Prospective Adoptive Mother's Signature: _____

Date: _____

AW Representative's Signature: _____

Date: _____

AMERICA WORLD ADOPTION

America World-Virginia Home Study Agreement

The following is an Agreement between _____ (Herein after "Family") and **America World Adoption Association-Virginia**. (Herein after "AWAA-VA") for the provision of adoption related services. AWAA-VA is an affiliate of America World Adoption Association Corporate office located in McLean, VA.

Definitions:

Additional Document Fee: In certain instances, it is necessary for the Home Study Coordinator to prepare and execute additional documents requested by the country/region the dossier was submitted in. See page 6 for Social Service Fees.

Additional Meetings: Occasionally, it may be necessary for the Home Study Coordinator to conduct additional meetings with Family during either the home study or post adoption/post placement phase. Your Home Study Coordinator will advise you if and when this is necessary. See page 6 for Social Service Fees.

Client Grievance Form: Family can request from AWAA-VA a client grievance form upon which Family can formally issue a complaint against AWAA-VA. The grievance will then be reviewed by the AWAA Performance & Quality Improvement (PQI) team and a response will be sent to Family within 30 days. See Addendum C-Grievance Procedures & Form.

Disruption: A disruption is an adoption process that ends after the child is placed with Family and before the adoption is legally finalized resulting in a new placement for the child.

Dissolution: A dissolution occurs when the legal relationship between Family and the adopted child is severed, either voluntarily or involuntarily after the adoption is legally finalized, resulting in a new placement for the child.

Home Study: A home study is the educational and assessment process of preparing Family for and determining whether Family is suitable for adopting a child or children. The primary purpose of a home study is to ensure that Family's home will be a safe, nurturing, capable and healthy environment for placement of a child. The other purpose is to help prepare Family for the placement of a child by adoption. See page 6 for Social Service Fees.

Home Study Coordinator: The Home Study Coordinator is an employee of AWAA-VA. This person completes the home study and post adoption/post placement reports and provides other social services. A Home Study Coordinator is qualified to determine if Family's home is suitable for the placement of a child and can provide guidance to Family concerning their adoption.

Home Study Update: A Home Study Update is the process of re-evaluating a Family for adoption either after a period of time has elapsed or if there are any changes in Family's home prior to the placement of a child. Time periods vary per individual state and/or USCIS requirements. Changes include but are not limited to home, lifestyle, health or financial situation or the type of child Family is requesting to adopt. Your Home Study Coordinator will notify you if an update is required. A visit in Family's home may be required. See page 6 for Social Service Fees.

Post Adoption Deposit: Post adoption deposits are refundable fees paid to America World Corporate to ensure timely submission of post adoption reports (refunds are based on timely submission). The refundable post adoption deposit is paid in addition to the pre-paid post adoption fees. See page 6 for Social Service Fees.

Post Adoption Reports: Post adoption reports, written by Home Study Coordinators are required after an adoption is finalized in the country of origin according to a schedule determined by the country. Should the country of origin not have a requirement for post adoption reports, America World requires at least two post adoption reports within a year after placement. See page 6 for Social Service Fees.

Post Placement Reports: Post placement reports, written by Home Study Coordinators are required when the adoption was not finalized in the country of origin according to a schedule determined by the country. See page 6 for Social Service Fees.

Re-adoption: Re-adoption is the term used to describe the adoption of a child in the United States after the child has already been adopted by Family in the foreign country of origin. Some states require a separate written court report if Family is re-adopting their child(ren) in their state. See page 6 for Social Service Fees.

Travel Fee: Travel fees are charged to Family depending upon the distance Family lives from the Home Study Coordinator or in some cases the local America World office. Travel fees include the travel time and mileage (meals and hotel expenses, when applicable) of the Home Study Coordinator. See page 6 for Social Service Fees.

USCIS: United States Citizenship and Immigration Services

AWAA-VA will provide the following services to Family:

- AWAA-VA will provide adoption-related social services for Family. As applicable to the Family, AWAA-VA may provide home study and/or post-placement/post-adoption services. Social Services will be performed in compliance with the requirements of AWAA-VA, the Family's state of residence, the sending country, and USCIS.
- Home study approval is at the full and final discretion of AWAA staff. Payment and acceptance of social services fees, including applicable educational and assessment services, does not guarantee approval for adoption. AWAA-VA also reserves the right to postpone, suspend, or terminate the adoption process, or refer Family for counseling services. The home study process may lead to a denial of Family's application to adopt or revision of the type of child Family is seeking to adopt. Family will be informed in writing of AWAA-VA's recommendation and outcome of home study process.
- AWAA-VA will keep Family informed of the progress of their home study, provide estimated time frames for its completion, and respond to questions about the social services provided.
- After placement of a child, the Home Study Coordinator meets with Family and writes post adoption/post placement reports that indicate the progress of the adopted child in the home. Post adoption reports reflect an evaluation and adoption-related guidance. Post placement reports also include supervision of the placement until finalization. The number and length of reports are determined by the country of origin. See *Addendum H*. The Home Study Coordinator will not provide professional counseling services but will refer Family to a certified professional counselor if such services are required.
- AWAA-VA will also be available to consult with Family should they have difficulties during post adoption/post placement. This may include guidance on parenting their child, recommendations for educational material, referrals to a support group, or a recommendation to seek the services of a third-party professional. AWAA-VA will not take custody of the child in the event of a disruption or dissolution, but America World staff will assist Family in determining a plan for the child. See *original agreement for more information on disruptions/dissolutions*.
- AWAA-VA employees will always strive to comply with professional and ethical standards consistent with orthodox biblical principles and Christian beliefs and lifestyle as well as all applicable state and federal laws. AWAA-VA staff will always treat Family in a respectful fashion.

AWAA-VA requires that Family will:

- Pay all required fees before services are rendered as detailed in page 6 of this Agreement. It is the policy of AWAA-VA for Family to pre-pay for post placement/post adoption reports prior to finalization of the home study.
- Submit all requested documentation to AWAA-VA within 30-90 days after receipt of the Home Study Guidelines or other appropriate application. Failure to do so may result in additional fees or AWAA-VA terminating this agreement.

- Promptly notify the Home Study Coordinator of any changes to the information and documentation provided to AWAA-VA.
- Adhere to the relevant laws and policies of several entities: 1) Family's state of residence; 2) the Federal Government (if applicable); 3) the sending country; and 4) AWAA-VA. Upon receipt of an authorized home study, it remains valid until it expires according to state, federal, or AWAA-VA guidelines, whichever occurs first; or if there is a significant change in the Family's household, including but not limited to a change in residence, family composition, marital status, criminal record, or financial resources. AWAA-VA's best practice policy requires a home study update every 15 months. Failure to comply with these regulations may lead to termination of the adoption agreement.
- Be available to meet with the Home Study Coordinator for four interviews on at least 3 separate dates. The first meeting may be an orientation session that may include other families. The location of the orientation meeting will be determined by AWAA-VA. The orientation meeting is required even if Family has completed a home study on a previous occasion. At least one of the four interviews is required to be in Family's home, with additional meeting locations to be determined at the discretion of AWAA-VA. Each member in the home will be interviewed (as age-appropriate) and must complete all requirements listed in the AWAA-VA Home Study Guidelines. In addition, children under 18 living with a custodial parent who is the former spouse of a member of Family, and/or any adult children, will be interviewed in person or by phone.
- Complete an educational program recommended by America World Staff. This educational program is designed to prepare Family for parenting a child by adoption. This may include a number of live and recorded courses, as well as required reading materials. Family understands that each adoptive parent must complete a minimum of 30 hours of pre-adoption training (40 hours if Family is adopting from Ecuador). Family understands that placement of a child depends on successful completion of this educational program. In addition, Family understands that AWAA requires additional trainings based on the type of child or children Family is seeking to adopt and their current Family situation. Family agrees to complete any trainings specified by AWAA during the home study process, at time of referral, or any other period prior to the family traveling and finalizing the adoption. Three hours of adoption-related training is also required for each home study renewal.
- Notify AWAA-VA two months in advance of the time each post adoption report is due, to set up an appointment for the post adoption visit. Family may receive a reminder from AWAA of the impending due date, but it is Family's responsibility to keep track of and schedule the appointment. Family will provide all necessary documentation to the AWAA-VA Home Study Coordinator to enable the Home Study Coordinator to complete the report in a timely manner as required by AWAA and the country Family is adopting from. See *Addendum H-Post Adoption Agreement*.
- Family agrees to act in a professional manner at all times and in all interactions, abstaining from unreasonable conduct and verbally abusive language. If Family believes they have been treated inappropriately by AWAA-VA staff or a representative, Family has the right to file a grievance. See *Addendum C – Grievance Policies and Procedures*.

Ownership of Social Service Reports:

Any home study, post adoption/post placement report, update or other social service report prepared for Family by AWAA-VA is the sole property of AWAA-VA and cannot be copied, disseminated, or used in any other way, except for the use in the current adoption process, without the written permission of AWAA-VA.

Interruption or Termination of Services:

Family understands that international adoption can be an emotionally strenuous process. It is in the best interest of both AWAA-VA staff and Family to act in a professional manner at all times. AWAA-VA retains the right to require Family to engage in counseling, or to require postponement, suspension, or termination of the adoption process and this Agreement should AWAA-VA determine Family is conducting themselves in an unreasonable or verbally abusive manner or is exhibiting unreasonable expectations related to their adoption. This is in no way an effort to discourage clients from submitting a complaint or expressing a grievance, and Families are provided with

Grievance Procedures as part of this Agreement.

This Agreement shall automatically be terminated if AWAA-VA determines that Family knowingly provided false information or purposely withheld information for the purposes of a home study, post placement, post adoption or other social service report, or Family otherwise fails to abide by the terms of this Agreement. If terminated, AWAA-VA will notify family in writing of the circumstance and date of termination.

Release of Information:

Family authorizes AWAA-VA to release copies of and fully discuss any relevant and necessary information provided to AWAA-VA by Family to individuals and entities for the purposes for which the information was gathered. This may include cooperating and partner agencies or government(s) or adoption authorities and personnel either in the United States or in a foreign country. If Family is a married couple, Family also authorizes AWAA to disclose and discuss any information provided to AWAA by one spouse with the other spouse. Family acknowledges that information released could include confidential information that would not be released apart from this consent.

Family acknowledges and consents to AWAA's policy of full cooperation with any state agency investigating reports of alleged child abuse, neglect, or maltreatment. In such cases, AWAA will furnish the state authority with any and all requested information on Family and child by adoption.

No Guarantee of Approval / Limitation of Liability:

Family understands and acknowledges that the payment of the fees provided herein are solely in consideration for the services described in this Agreement, and that nothing in this Agreement is to be construed as a promise or guarantee of Home Study approval, that Family will qualify for an adoption program, or that Family will be able to adopt a child. Family further understands, acknowledges, and agrees that in no case shall AWAA-VA's liability to Family arising out of this Agreement and the subject matter thereof exceed the amounts paid by Family to AWAA-VA hereunder. Furthermore, Family hereby releases and holds harmless AWAA and AWAA-VA from any liability arising out of and/or relating to Family's failure to qualify for an adoption program and/or the discontinuance of the adoption process should AWAA or AWAA-VA determine, in its sole discretion, that Family does not qualify and/or no longer qualifies for adoption based on AWAA-VA's review of Family's circumstances and/or any change in Family's circumstances. Family acknowledges and agrees that it has been informed of many risks inherent in international adoption, and that as a result of those risks, AWAA and AWAA-VA cannot guarantee that the adoption will be completed. Family agrees that it has previously released AWAA, and now releases AWAA-VA, from any liability and/or losses arising out of and/or relating to the risks inherent with international adoption as previously disclosed to Family orally by AWAA and AWAA-VA and also as set forth in the Program Agreement and its related addenda, including without limitation the cessation of the adoption process based on any of those inherent risk factors.

Headings:

The section headings in this Agreement are for the convenience of both AWAA-VA and Family and are not to be considered in the interpretation or understanding of this Agreement.

Non-Waiver:

The failure of AWAA-VA to enforce any provision in this Agreement shall not be construed as a waiver of AWAA-VA's right to subsequently enforce every provision of this Agreement.

Dispute Resolution:

The parties to this Agreement recognize that conflicts or disputes may occasionally arise. If any dispute cannot be resolved in private meetings, the parties agree, as an alternative to litigation, to enter mediation to take place in-person in McLean, VA before a third-party neutral listed among the roster of mediators with the Institute of Christian Conciliation (<https://www.aorhope.org/reconcilers>). If mediation is unsuccessful, the parties agree to legally binding arbitration in accordance with the *Rules of Procedure for Christian Conciliation* of the Institute of Christian Conciliation, (complete text of the Rules is available at <https://www.instituteforchristianconciliation.com/rules/>). The parties agree that the arbitration will take place in Fairfax County, VA. The parties further agree to the exclusive and mandatory personal jurisdiction of any state or federal court located in the Commonwealth of Virginia for purposes of resolving any dispute that is not subject to arbitration and/or to enforce any arbitration award, with venue

proper only in Fairfax County. 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.

Financial Disclosure

Family hereby employs AWAA-VA to provide home study, post-placement, and/or post adoption services to assist them in their adoption efforts, and agrees to the following financial terms and conditions:

- All fees shall be paid by check or online credit card payment prior to services rendered as detailed on page 6 of this agreement. Family understands that there may be a 2.5% convenience surcharge for online credit card payments.
- Family agrees to pay all fees and expenses incurred in a timely manner. Family understands that over time fees can increase, and that AWAA-VA will notify Family in a timely manner of any changes in social service fees. Family will not hold AWAA-VA liable for any changes in fees. AWAA-VA does not customarily charge additional fees beyond those disclosed in this Agreement and as further set forth in **Addendum A** to the Program Agreement.
- AWAA will refund any fees directly to Family via check or credit that Family may be entitled, within 60 days of the completion of services.
- If either Family or AWAA-VA terminates the home study process, AWAA-VA will refund a portion of the home study fee according to the following terms:
 - ❖ 40% Refund if prior to first visit (including Orientation)
 - ❖ No refund after first visit
- If Family provides false information, fails to truthfully disclose requested information, or in any way puts AWAA-VA and its interests at risk, AWAA-VA retains the right to terminate its services.
- Payment and acceptance of Home Study Fee is in no way to be understood as an adoptive home study approval. AWAA-VA retains the right to revoke the home study approval at any time prior to the placement of a child and adoption is finalized. It is understood that if an adoptive home study approval is revoked, the payment for the home study services provided is non-refundable.

By signing this form, I acknowledge that I have read and understand this entire Agreement including the attached Fee Schedule. I agree with all the terms and conditions and will fully comply with all these standards. This Agreement contains the full and final agreement between Family and AWAA-VA and is being signed voluntarily without reliance upon other promises or representations.

Prospective Adoptive Father's Signature

Date

Prospective Adoptive Mother's Signature

Date

AWAA-VA Representative Signature

Date

America World - Virginia Social Service Fees

The following is a list of Social Service Fees for the state of Virginia. Social Service fees are payable online at www.awaa.org/forms/payment.aspx, or by check-mailed to the Corporate office. **Please be sure to clearly indicate what the payment is for.**

Home Study and Post Adoption fees are required for all adoptions. Other fees listed below may be required depending upon family circumstances, USCIS requirements, state requirements or the country program. The home study or update fee includes three original copies of the report. Additional copies will be charged the "Additional Document" fee listed below.

Home Study	Required assessment and preparation for a child to enter your family.			\$2,500
Post Adoption	Required post adoption reports that indicate the progress your child is making with your family.	One child (per visit)		\$450
		Each additional child		\$225
Home Study Update	An update is required if anything about your original home study changes. In addition, a re-evaluation and update of your home study may be required every 12-18 months until a child is placed. This would include if a family moved to another state or transfers from another agency.	These types of updates do not change the expiration date of your home study.	Level 1 - Minor change to a current & valid home study	\$300
			Level 2 - Major change to a current & valid home study	\$400
			Level 3 - Change to the home study that requires a meeting with the family	\$500
		These types of updates extend the expiration date of your home study.	Level 4 - USCIS or state required	\$800
			Level 5- Family transfers to a local AW office and has an active, approved home study completed by another AW office or another agency. In these cases a discounted home study fee is charged depending on the circumstances and state requirements.	Varies
Additional Document	In certain instances it is necessary for America World to execute documents for your adoption that are specific to the country you are adopting from.			\$35
Additional Meeting	In certain instances it is necessary for AW to have an additional meeting with a family, either before or after placement.	Additional meeting prior to placement		\$100-\$300
		Additional Post Adoption Meeting (no formal report)		\$250
Re-Adoption	Some states require that America World Adoption write separate court reports if the family is “readopting” their child(ren) in their state.	Combined with Post Adoption visit (for one child)		\$450
		Not combined with Post Adoption visit (for one child)		\$600
Pre-Adoption Training	America World provides a minimum of 30 hours of trauma-informed curriculum designed to equip families for the life-changing journey of international adoption and which also meets the Hague training requirements for prospective adoptive parents. Fee is per person; spouses are required to take the course separately.			\$399
Expedite Fees	Families are subject to expedite fees anytime they request a report or document to be rushed or if AW must rush a report in order to meet country deadlines. If AW determines that a report, such as a post placement report or post adoption report needs to be expedited to meet a country deadline because of a delay on the family’s part, then it is the responsibility of the family to comply with this request and pay the expediting fees.	Home Study		\$400-\$600
		Home Study Update		\$250-\$500
		Post Adoption Report & Addendum		\$200-\$300
		Additional Document (per document)		\$15
Social Service Only Administrative Fee	Families that use another placement agency other than America World will be charged an administrative fee to facilitate the Cooperative, Exempt or Supervised Agreement and any additional Placement Agency and country-specific documents.			\$500
Travel Fees	Mileage/Travel Fee Based on the IRS Standard Business Mileage Rate: https://www.irs.gov/tax-professionals/standard-mileage-rates If travel time for a meeting is two hours or more round trip, the family will be charged \$15 per hour in addition to a mileage fee. If an overnight stay is required, there will be an additional Hotel/M meal expense fee of \$100-\$250 to cover the cost of a required overnight stay and the associated meals for the Home Study Coordinator.			

AMERICA WORLD A D O P T I O N

Home Study Consent to Exchange Information- India

Name of Prospective Adoptive Parent(s)(PAPs): _____

Name of Home Study Agency: _____ **State:** _____

- 1) We, America World Adoption Association (AWAA), the placement agency, and we, the Home Study Agency named above, agree to work together on behalf of the PAPs named above to assist them in the process of adopting a child(ren) from India through CARA, the Central Adoption Resource Authority.
- 2) We, the Home Study Agency, agree to meet all requirements of CARA and AWAA.
- 3) We, AWAA, and we, the Home Study Agency, enter into this agreement for the purpose of providing comprehensive information on the PAPs to relevant authorities, including the PAPs state government, the United States Citizenship and Immigrations Services (USCIS), as well as the foreign country's adoption authorities.

ACCEPTED AND AGREED

HS Agency Representative Name

Phone

Email

HS Agency Representative Signature

Date

AWAA Representative

Date

ACKNOWLEDGEMENT OF ADOPTIVE PARENTS

We, the PAPs, have reviewed this agreement and consent to the exchange of information between the above-named parties for the purpose of completing our adoption.

Prospective Adoptive Father

Date

Prospective Adoptive Mother

Date



India Program Referral Agreement

- I. We, _____ [Family], having been provided with a referral of (Child's Name, DOB, gender) by America World Adoption Association, hereby acknowledge and agree:
- a. Referral Information. America World provided us with all biographical, medical, and other relevant information, on the child(ren) we were referred. We acknowledge that, as stated in the paragraph entitled "Child Health & Background" in the original Program Agreement we entered into with America World, all referral information provided to us by America World is supplied by individuals and entities abroad and, as such, may be incomplete and/or inaccurate. As all information is gathered abroad, we recognize that the techniques and methods used to gather such information may not be comparable to U.S. standards. Accordingly, we understand that America World cannot guarantee the accuracy or completeness of such information, which includes, but is not limited to, social history, age, health, developmental level, and/or physical/mental impairments.
 - b. Referral Updates. America World may receive, from time to time, updates on the referred child(ren) from his/her caretakers in the country of origin. Such updates are often compiled by individuals or entities independent of America World. Accordingly, America World cannot guarantee the accuracy or completeness of any referral update provided. **We agree to release and hold harmless America World and its officers, employees, volunteers, and other agents from any and all liability related to incomplete or inaccurate information contained in referral updates.**
 - c. Additional Training. We understand and commit that if during our referral review, or any time prior to our adoption finalization, that if we think we need additional training, support, or resources in any area pertaining to our adoption process, parenting a child who was adopted, or any other area that would impact the success of our adoption, that we will inform America World and not proceed forward with finalizing the adoption until we're fully prepared.
 - d. Review with Social Worker. Prior to accepting a referral, we will consult with the person or agency conducting our home study and/or post adoption services. We understand that the person or agency may require that we complete additional training based on the background and needs of the referred child(ren) prior to approval. We also commit to maintaining ongoing dialogue with the person or agency on preparations that we should make for the health and well-being of the child(ren). By initialing below, we acknowledge we have consulted with the person or agency who conducted our home study or will be conducting post adoption services.

Initials: _____/_____

- e. Review of Medical Information. In the document entitled, "Referral Medical Review," America World provided us with a list of medical specialists experienced with international adoption. We hereby attest that we have reviewed this information and agree to consult a pediatrician to review all medical information on the referred child. We understand that the list of specialists provided by America World is not intended as an endorsement of any individual specialist. America World strongly encourages us to consult a pediatrician experienced in international adoption and/or examining medical information for children living overseas. We understand that it is our right to consult a doctor of our choosing to review medical information on the referred child(ren).

We understand that the child(ren) referred to us is living in a high-risk environment for exposure to illness and disease. Accordingly, we understand that the child(ren) may contract additional medical conditions between the time of referral and adoption finalization. We knowingly undertake this risk and will not hold America World responsible for any illness or disease contracted by the child(ren) between referral and finalization.

By signing this document, we further certify that we have reviewed the document entitled "Disclosure of Risk of Undiagnosed Medical Conditions" provided by America World. We understand that, due to differences in the quality of medical care in the child(ren)'s country of origin, the child(ren) referred to us may arrive with undiagnosed or misdiagnosed medical conditions. **We agree to release and hold harmless America World and its officers, employees, volunteers, and other agents from any and all liability for any inaccurate medical information, including any undiagnosed or misdiagnosed medical conditions.**

Initials _____ / _____

- f. Confidentiality of Child's Information. We have read and understand the document entitled "Referral Confidentiality and Privacy Overview" and agree to protect the confidential information of the child(ren) referred to us until our adoption is finalized.

Initials _____ / _____

- g. No Guarantee. As stated in the paragraph entitled "No Guarantee" in the original Program Agreement we entered into with America World, we understand that our decision to accept this referral is not a guarantee that the child(ren) will be placed in our family. Efforts to adopt children from a foreign country involve circumstances often beyond the control of America World, which may interfere with, delay, or disrupt the adoption process. We further understand that our execution of this agreement in no way guarantees the successful completion of an adoption within any specific period of time. **We agree to release and hold harmless America World and its officers, employees, volunteers, and other agents from any and all liability for any changes, delays, or disruptions related to our adoption.**

Initials _____ / _____

- h. Non-intervention. We understand that the adoption authorities and/or the adoption Court of the child's country of origin holds the ultimate authority to approve or deny us for the adoption of the

referred child(ren). We understand that America World will not intervene with the foreign country on our behalf in order to change the country's decision regarding the placement.

We further understand that the final decision regarding the issuance of a child's visa and approval of the child's immigration into the United States lies with United States Citizenship and Immigration Services (USCIS). Accordingly, America World will not intervene with USCIS on our behalf in order to influence or alter the decision of USCIS.

Initials _____ / _____

- i. Right to Reject. We have the right to decline this referral. Our decision to decline this referral will not result in prejudicial treatment of any kind by America World. The term "prejudicial treatment" includes, but is not limited to, retaliatory actions designed to increase our waiting time for a subsequent referral, deny us a referral we would otherwise qualify for, and/or any other action designed to delay or thwart our effort to adopt.

Notwithstanding the above, we understand that America World is obligated to make all placement decisions with the best interest of the child as its primary concern. Accordingly, America World retains the right to place our adoption on hold for adequate cause including, but not limited to situations where America World, in its professional judgment, believes that the our family needs time to reassess our ability to parent an adopted child, and/or to provide our family with the opportunity to receive extra training or support services to adequately prepare for parenting a child by adoption.

Initials _____ / _____

- j. Finalization and Irrevocability of Adoption. We have reviewed the "Explanation of Adoption Finalization" document and understand that under the laws of India, our adoption will be finalized in India at a court hearing prior to meeting with the U.S. Consulate and applying for visas.

Initials _____ / _____

- k. Post Adoption. Following the immigration of our child to the United States, the government of, India requires that post adoption visits be conducted and reports submitted at regular intervals after the date the adoption is finalized. We acknowledge that we received a statement of the applicable time frame for submitting reports in the "Post Adoption Agreement," and commit to complying with these requirements and paying any and all applicable fees. We recognize that India may increase the number of required reports and we are committed to honoring this and will be responsible for the cost of completing additional reports. Currently the expectation from India is individual reports per child adoption at three, six, nine, twelve, eighteen and twenty-four months. Additionally, we understand that America World Adoption requires a self-report at one month post adoption.

Initials _____ / _____

- I. Duty of Disclosure. If any material or fundamental life changes occur between the time of referral and the finalization of our adoption, we will inform America World and our social worker of such changes in a timely manner. "Material or fundamental life changes" includes, but is not limited to, filing of criminal charges against any member of our immediate family who will reside or have substantial contact with the child, a change of primary residence, any changes in the health of a prospective adoptive parent, initiation of concurrent adoption process or placement of a child through concurrent adoption, and/or pregnancy regardless of stage. We understand that certain changes may require the completion of additional paperwork or placing our adoption on hold for a period of time. We understand that additional fees may also arise in connection with material or fundamental life changes.

By initialing below, we commit to disclose any and all material or fundamental life changes, as defined in the above paragraph, that occur between the date of execution of this agreement until the date our adoption is finalized. We understand that failure to disclose will result in our adoption being placed on hold until such information is provided to America World.

Initials _____ / _____

As of the date of this agreement, have you disclosed all material or fundamental life changes, as defined in the above paragraph, to America World that occurred between the execution of your initial "Program Agreement" and the date of execution of this Addendum?

☐ YES ☐ NO

Initials _____ / _____

If we checked "No," we certify that we will disclose all material or fundamental life changes to America World at the time we return this signed Referral Agreement. We understand that failure to disclose will result in our adoption being placed on hold until such information is provided to America World.

II. Acceptance/Rejection

NOTE: We understand that under §96.49(k) of the Hague Convention on Protection of Children and Co-operation in Respect of Intercountry Adoption (Hague Adoption Convention), America World will not withdraw the referral until we have had at least two weeks to review the information, consider the needs of the referred child(ren) and our ability to meet those needs, and to obtain physician review of medical and descriptive information. We understand that this right is not absolute, and review time may be shorter where "extenuating circumstances involving the child's best interests require a more expedited decision."

Having fully reviewed the referral information provided to us by America World for (list child/ren's names, date of birth) _____ from India , we hereby:

[] **Accept** this referral and move forward with the adoption of the above named children.

We have fully examined the many factors affecting this decision and believe that our home is a Health place for the children. We will, to the best of our abilities, provide a safe, healthy, and encouraging family environment for the referred children. By accepting this referral, we also agree to pay the amounts listed in the "Referral Acceptance Fees Payment Form" we received, which is hereby incorporated into this Agreement by this reference.

[] **Decline** this referral. By declining this referral, we agree to permanently delete and/or destroy any and all information on the child provided to us by America World.

Respecting this child's basic human right to privacy, we will not share any personal, identifying, or other confidential information with individuals outside our Family.

We have reached this decision of our own accord after careful prayer and consideration. At no time were we coerced or otherwise pressured into coming to our ultimate decision.

Initials _____ / _____

- III. Electronic Copy. The undersigned agree that that America World can rely on a facsimile, scan, or other electronically produced copy of the original, signed agreement. The original signature is not required for the document to be valid.
- IV. Merger and Integration. This Agreement and the exhibits attached hereto, including those documents expressly incorporated by reference, contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements, understandings, and discussions, whether written or oral, between the parties hereto. This Agreement may only be amended by a written document duly executed by the parties.
- V. Accepted and Agreed. We hereby declare that we have read this Agreement and that its terms and conditions are fully understood and agreed upon. By signing below, we confirm that it is our intention to be bound by the terms of this Agreement.

Prospective Adoptive Father

Date

Prospective Adoptive Mother

Date

AW Representative

Date



Post Adoption Agreement- India

Name of Prospective Adoptive Parent(s): _____

Name of Home Study Agency: _____ State: _____

Adoptive Family Agreement

Recognizing that post adoption reporting is a required step in the adoption process, we, the adoptive parent(s) named above, agree to submit to America World all required Post Adoption Reports as required by CARA, the Central Resource Adoption Authority and the judge/adoption court in India who is presiding over my/our adoption case.

I/We understand that the minimum requirements set forth by CARA are as follows: post adoption reports must be written by the social worker and are due at 3, 6, 9, 12, 18, and 24 months from the date I/we return from India. Additionally, I/we understand there are 6 quarterly self reported surveys that I/we will complete and email to AWAA to be submitted electronically on the CARINGS database, per CARA's requirements.

I/we understand that the requirements listed above are minimum requirements as of the date of this agreement. By signing below, I/we acknowledge that the number of post adoption reports required by India may change during our adoption process and agree to comply with all requirements. Additionally, I/we understand that the judge presiding over our adoption has the authority to request additional adoption reports. I/we understand that we will receive a copy of the court order, which will detail any additional post adoption reporting requirements required by the judge/court with jurisdiction over our adoption. In the event that additional post adoption reports are required by CARA and/or the judge/court having jurisdiction over our adoption, AWAA will comply with the additional requirements when determining my/our post adoption report deadlines and any associated deposits and fees. I/We understand that additional post adoption reporting requirements may result in additional post adoption administrative fees and/or adjustments to deposit refund amounts for each report. By signing below, I/we agree to fully comply with all post adoption reporting requirements, including the payment of any additional fees. Additionally, I/we understand that a 1-month self-report is due to America World upon our return home. I/we understand that upon my/our return home with our child/children, that the AWAA post adoption department will email me/us guidelines regarding the instructions and deadlines for all post adoption reports.

We further acknowledge that failure to comply with the mandatory reporting process will result in penalties including forfeiture of our post adoption deposit, and may additionally include being reported to appropriate authorities; including, but not limited to, the state child welfare agency, state licensing or adoption accrediting entities, India's central adoption authority, or the U.S. Department of State.

By signing below, we agree to the above and consent to the exchange of all information necessary for completing and submitting the Post Adoption Reports.

Prospective Adoptive Father

Date

Prospective Adoptive Mother

Date

Home Study Agency/America World Agreement

We, America World, the placement agency, and we, the aforementioned Home Study Agency, agree to work together on behalf of the Adoptive Family, to help them comply with the post adoption reporting requirements of India.

We, the Home Study Agency, agree to submit to America World all completed post adoption reports required by CARA and the judge/court of India, after the Adoptive Family returns from India. We further understand that we have a responsibility to disclose any post adoption issues the family experiences with an America World representative for the purpose of working together to assist and support the family. We also agree to inform America World if there is concern or mention of a potential disruption or dissolution of the adoption.

We, America World, the placement agency, and we, the Home Study Agency, further agree to maintain the confidentiality of all information gathered from the family and to use such information solely for the purposes of complying with post adoption reporting requirements or supporting the Adoptive Family in their adoption.

HS Agency Representative Name

Phone

Email

HS Agency Representative Signature

Date

AWAA Representative

Date



America World Travel Release

I/We, _____, hereby acknowledge that I/we have voluntarily agreed to participate in an America World Adoption Association (hereinafter referred to as "America World") program that requires travel. Furthermore, I/we have read and understand the information contained in the India Travel Packet and will comply with the conditions listed therein.

I/We have been informed, and acknowledge that:

- Travel involves risks, which can result in damage to property, injury to persons, and death.
- America World assumes no liability for damage, injury, or death occurring on such travel.
- We acknowledge that we have been advised of additional risks associated with international travel.

With this knowledge and information, I/we agree to participate in the program and the travel at my/our own risk.

I/We agree to indemnify, release, hold harmless, and forever discharge America World, its Trustees, employees, and agents, and cooperating institutions and their offices and agents from any and all claims and expenses, including attorney's fees, for any injury, loss, or damage to personal property, including catastrophic injury or death, related to any travel associated with our participation in the America World program.

This release shall also be binding on my/our heirs, assigns, successors, and all other persons who may claim through me/us. I/We agree that America World can rely on a facsimile or photocopy of the original signature. The original signature is not required for this document to be valid.

Signature/Date

Printed Name

Signature/Date

Printed Name

Signature/Date

Printed Name

Signature/Date

Printed Name

A parent/guardian must provide a signature for any child under the age of 18 years old who will be traveling.

Child's Name

Parent/Guardian Signature

Child's Name

Parent/Guardian Signature

Child's Name

Parent/Guardian Signature



America World Travel Packet Agreement

While this list is not exhaustive, it highlights several important travel details. Please initial the statements below to indicate that you have read and understand these travel specifics.

I/We acknowledge that I/we have carefully read the India Travel Packet. I/We understand that this packet outlines the travel process and contains information that is essential for preparing for travel and bringing my/our child(ren) home. I/We further agree to ask my/our family coordinator/travel coordinator to clarify any information that I/we may not understand.

Initials: _____ / _____

I/We understand that I/we are required to work with AWAA's in-country representatives while in our child(ren)'s state. I/We also understand AWAA strongly encourages us to also work the in-country representative in Delhi and that we need to let my/our family coordinator/travel coordinator know if we do not plan to use him/her.

Initials: _____ / _____

I/We acknowledge that the AWAA travel department is not always able to accommodate individual customizations to travel details.

Initials: _____ / _____

I/We understand I/we must obtain approval from AWAA in order to stay in a hotel in Delhi if it is a hotel that is not listed in the Travel Packet.

Initials: _____ / _____

I/We understand that international flights should not be purchased until AWAA has confirmed travel dates with the orphanage and AWAA in-country representatives, and my/our visa appointment has been confirmed. Furthermore, I/we understand all flights must be approved by AWAA travel staff prior to purchase.

Initials: _____ / _____

I/We understand that the in-country travel package must be paid in full prior to travel. Failure to pay fees may result in delayed travel.

Initials: _____ / _____

Prospective Adoptive Father

Date

Prospective Adoptive Mother

Date



America World Travel Protocol: Passport, Custody of Children, & U.S. Embassy Appointment

Once a family passes the Court process in India, they are granted a finalized adoption. In most cases, the family is not present for the court process, and therefore families are understandably eager to travel and meet their child(ren). It is important to understand that even though a family's adoption is completed in the Indian Court process, there are a number of important steps that need to happen before a family can travel and before the process can be finalized.

Travel Documents

It is the responsibility of the adoptive family to ensure they have a valid passport and entry visa to go to India. AWAA sends information about this process, but it is the exclusive responsibility of the family to ensure that they have a valid passport and entry visa. Family agrees and acknowledges that it is their responsibility to have a valid passport and entry visa to travel to India.

Initials: _____/_____

Child's Passport

In almost every case, the orphanage is not permitted and able to get the child's passport processed until after the Court process is complete and they have received a written ruling. The length of time for processing a passport can vary, with ranges from a few weeks to a few months. It is the role of the orphanage to obtain the child's passport. Family agrees and acknowledges that the orphanage obtaining the child's passport is necessary prior to the adoptive family planning their travel to India and taking steps to complete the adoption process.

Initials _____/_____

Timing of Travel

Once a child's passport is obtained, travel arrangements to India may start being made. Family agrees and acknowledges that they may be required to have an AWAA in-country representative travel with the family. The timing of the travel is dependent upon many factors, including the orphanage's availability and visa appointments.

Initials _____/_____

Custody of Children

Taking custody of a child prior to the necessary steps in the process, such as obtaining the child's passport, can cause significant delays and problems for the adoptive family. Family agrees that they will comply with the schedule and wishes of both AWAA and the orphanage in terms of when the family will take custody of the child.

Initials _____/_____

U.S. Embassy Appointment

Family understands that the U.S. Embassy appointment is a necessary step for their child to travel to the United States. Having a completed adoption does not guarantee issuance of a U.S. immigrant or other entry visa.

Initials _____/_____

By signing below, I/we confirm that I/we understand that there are variables in each individual case and agree to follow our agency's general protocol listed within this document.

Prospective Adoptive Father

Date

Prospective Adoptive Mother

Date



India Program Risk Disclaimer/Release

I/we, _____, fully understand that, although America World Adoption Association [AWAA] has agreed to accept us into their international adoption program, our social worker may not approve our home study for an international adoption and/or the foreign country we are seeking to adopt from has full authority to deny me/us placement of a child or children based upon the details of our dossier.

I/we understand that the Central Adoption Resource Authority [CARA], i.e., the adoption authority of India, has certain written adoption requirements. I/we further understand that the review of a family's application to adopt can be subject to rules and/or cultural expectations that may or may not be explicitly written. I/we further understand that my/our family's case must be approved by both CARA and the judge presiding over my/our family's case in order for my/our family's adoption to be finalized.

Some additional areas of sensitivity with respect to an adoption from India include, but are not limited, to the following:

- a. **Number of Children in the Home:** I/we understand that if I/we have more than 3 children in our home, there is a risk of my/our case being denied.

Initials: _____ / _____

- b. **Artificial Twinning or Breaking Birth Order Requests:** I/we understand that CARA does not permit the child to be adopted to artificially twin or break birth order with children already in the home. I/we understand that the child to be adopted should be the youngest child to enter the home by at least 6-9 months of age. Should my/our family request and/or enter the process to adopt a child outside of these above-stated standards, I/we understand that we would need specific approval from our social worker in our home study, approving us for this/these scenario[s] and verifying that this is the best fit for my/our family. I/we further understand that this approval from our social worker does not guarantee approval from CARA and/or the judge approving my/our case in India. I/we understand that any artificial twinning and/or breaking birth order situations are at risk to being denied.

Initials: _____ / _____

- c. **Past/Current Diagnosis of Mental Health Illness/Disorder:** I/we understand that if I/we have any past or current diagnosis of a mental health illness/disorder, including but not limited to anxiety, depression, or bi-polar, there is a risk of my/our case being denied.

Initials: _____ / _____

- d. **Past/Current Use of Mental Health Medication:** I/we understand that if I/we have any past or current usage of mental health medication, including but not limited to use of medication for anxiety or depression, there is a risk of my/our case being denied.

Initials: _____ / _____

- e. **Medical History of Cancer:** I/we understand that if I/we have any previous diagnosis of cancer, there is a risk of my/our case being denied.

Initials: _____ / _____

- f. **History of Trauma, Abuse, Mental Health, etc.:** I/we understand that India requires psychological assessments for all prospective parents. If I/we have a history of a mental health diagnosis, substance abuse, physical and/or sexual abuse, or other trauma, this will need to be addressed as a part of that assessment as well as in the home study process. There is a risk that this history could impact my/our adoption approval by our home study provider, AWAA, CARA and/or the judge for my/our case in India, and that there is a risk of my/our adoption being denied.

Initials: _____ / _____

- g. **Criminal History Background:** I/we understand that if I/we have any past criminal history, there is a risk of my/our case being denied.

Initials: _____ / _____

- h. **Multiple Divorces:** I/we understand that if I/we have more than one divorce per spouse in my/our past, there is a risk of my/our case being denied.

Initials: _____ / _____

- i. **Low Income Earning:** I/we understand that my/our total annual income should equal approximately \$10,000 per person in the home, including the child to be adopted. I/we understand that if my/our total annual income does not meet this amount, there is a risk of my/our case being denied.

Initials: _____ / _____

Therefore, based on my/our history and/or current status, or for reasons unstated herein but based on other risks inherent with international adoption, many of which were disclosed to us in the Program Agreement, I/we understand that our social worker, CARA, and/or the judge presiding over my/our family's case may deny me/us a referral. I/we accept this risk and hereby release AWAA from liability if I am/we are denied an approved home study or a placement. We have read through the Program Agreement and accept the refund policies concerning withdrawing from their programs.

I/we understand that based on these areas of sensitivity to adopt from India, there can be additional risks and/or unknowns concerning the length and cost of my/our adoption process, including but not limited to the following areas:

- a. **Age of Children in the Home:** I/we understand that if any of the children in the home are under the age of 2 years, there is a risk that it will take longer to be matched with a referral in order to maintain birth order within the home. I/we further understand that all dossier paperwork, including my/our home study, will need to be less than 12 months old at time of dossier submission to India. I/we understand that if I/we finalize our home study prior to my/our youngest being 2 years old, there is a chance that my/our home study will need to be updated once matched with a child, adding additional cost and/or time to my/our process.

Initials: _____ / _____

- b. **Pregnancy:** I/we understand that if I/we become pregnant prior to being matched with a referral, in order to maintain birth order with the children in the home, my/our adoption

Addendum J

process will need to be put on hold until the child to be born is of at least 12 months of age. I/we understand that pregnancy at this stage of my/our adoption process could potentially delay my/our process for approximately 2 years. I/we further understand that if I/we were to become pregnant after being matched with a referral, there is a strong likelihood that I/we will lose said referral.

Initials: _____ / _____

After being informed of the risks involved in pursuing an international adoption and AWAA's rights and responsibilities, I/we have voluntarily decided to pursue an international adoption from India. I/we agree to accept the decision of a social worker who may deny me/us home study approval and/or the Indian adoption authorities who may deny me/us adoption finalization. If my/our home study is not approved, or my/our application is not approved by the Indian adoption authorities, or my/our status changes and the adoption process is delayed and/or terminated for any reason, I/we will not pursue any legal action against AWAA, nor expect financial reimbursement beyond any outlined in AWAA policies.

Prospective Father's Signature _____ Date _____

Prospective Mother's Signature _____ Date _____



Privacy Notice

NOTE: PLEASE REVIEW CAREFULLY. This notice describes how your medical information may be used and disclosed and your rights regarding this information. Our policies on this matter were approved by the America World Board of Directors on 8/31/04 and are effective upon receipt of this notice. The title "America World" or "we" refers to all our staff (contract and overseas) programs and sites that directly serve clients. The terms "you" and "your" refers to you the adoptive family and/or extended family or friends whose medical information is submitted to AWAA.

America World understands and respects that medical information is personal and should receive extra care and special treatment. We uphold the value of confidentiality and are committed to maintaining the privacy of your protected health information (PHI) which includes your recorded medical and/or mental health status that is submitted to America World. Such information includes, but is not limited to physical exams, home study and post placement reports, applications, psychological evaluations, and travel documents (as well as information reported to our staff verbally or by other means). To provide quality care and abide by international adoption laws, we keep PHI information both in our physical files and electronically in our database. The purpose of this notice is to explain how the PHI is used for service delivery, to whom it is generally disclosed, and your rights regarding the PHI. In all cases, the minimum amount deemed necessary of PHI will be used and disclosed by America World staff.

We commit to abide by the terms of this Privacy Notice; however, we retain the right to change the terms of our notice at any time. Any future changes will be reflected in future Privacy Notices and will be distributed to all clients whose PHI we are maintaining at that time. Upon your request you can receive a current copy of the Privacy Notice via e-mail, mail, or fax by calling our office or simply asking for one at the time of your next office appointment. The notice is also posted on our website at: <https://awaa.org/adoption-links/sample-documents/>.

USE OR DISCLOSURE OF PHI

Since America World does not provide direct health care for any of its clients, we will not be using your PHI for treatment, payment of treatment or health care operation purposes. America World Staff (including contract social workers and overseas facilitators) may only use and/or share your PHI to conduct daily operations involving your international adoption process. Your PHI may be used and shared by America World Staff for the following reasons and to the following entities:

1.) International Adoption Government Agencies and translation services - In order to approve you for an international adoption and identify a child(ren) legally available for adoption you must submit PHI to specific international government agencies and their accepted translation services. This information is submitted to us by you and then to the foreign country with the knowledge that this government entity will have full control of this information. America World and the US government have no control over the PHI given directly to foreign central authorities or the foreign translation services mandated by the foreign governments. Regardless of the outcome of your adoption process you may or may not be able to get back your dossier and PHI information.

2.) United States Citizenship and Immigration Services (USCIS) - In order to bring a foreign-born child into the United States the USCIS must grant you approval in the form of an I-800A or I-800. You or your social worker must submit a finalized home study report to receive this approval. If this approval is delayed in some way your social worker or family coordinator may be contacted by USCIS and disclose necessary PHI to the USCIS staff as requested.

3.) State Governments - If a married person travels without their spouse, he or she may need extra documentation for the US Consulate to process the child's citizenship paperwork. To obtain these documents, a completed home study and the medical information of the adopted child/children will need to be provided to the proper state government authority. Additionally, in order for America World to hold a Child Placing License, we must abide by state laws and allow designated government workers to review our files on a regular basis.

4.) Center for Excellence in Adoption Services (CEAS) - To complete the Hague accreditation process and retain accreditation, America World must undergo a site visit and subsequent site visits in which files will be reviewed.

5.) Travel Arrangements - Occasionally America World staff must share PHI with a travel agency, airline, or hotel in order to accommodate a special health need during your trip to the foreign country.

6.) Physicians and Medical Staff – America World staff will sometimes assist families in obtaining test results and correcting health forms. This requires the use and disclosure of PHI to whomever the client is using to complete their physical exams. Additionally, America World staff may consult with medical staff concerning referred children's medical conditions. In both situations the family is aware or has requested that the coordinator get involved and has approved the communication with the aforementioned medical professional.

7.) America World Families - It is America World policy not to give out PHI or our clients' contact information to inquiring persons or to confirm/deny a specific family is a client without first getting permission from that specific family. Additionally, America World clients are not allowed to view electronic or paper files of other families. However, in order to help facilitate support systems, your name and e-mail address may be given upon your consent, to other America World families who are in your "Travel Group" (traveling with you to the foreign country). If you do not wish for us to give out this information, please contact your family coordinator. Given the size and nature of our agency, it is possible for other families to deduce PHI details (a family may learn of another child's special need in their travel group). However, we do our best to protect the privacy of all our clients. In cases where a health concern may present a threat to others in your travel group, PHI information may be shared for the other members to protect themselves and their families. For example, all travel group members will be notified if a child in their travel group is infected with chicken pox at the time of travel.

8.) Events and Activities – America World may use your demographic information to contact families to inform them of special events and activities that we think would be of interest to them according to their specific PHI (reunions, seminars, training, fundraising events, forums, support groups). If you do not wish to be contacted for special (non-required) events and activities, please inform your family coordinator.

NOTE: America World may sponsor events at which families may take photographs or videotapes of their children. It is possible they may capture your family in these photographs and videos as well and these images will remain their property. However, America World does

require a separate signed public relations release form for any images used for agency purposes.

9.) Advocacy – America World may have shared specific PHI in the advocacy efforts of certain children. These efforts may include advocacy on America World's website in addition to other groups which advocate to find families for children from China. Information provided during advocacy does not include full disclosure of the child's entire medical history or date of birth or location, and children are given a pseudonym for advocacy purposes when posted publicly. Due to adoption laws requiring a child's file information to be shared, a child's file may have also been provided to another adoption agency for the purpose of review and/or provided to another family for review at any given time while the child's file is available for adoption.

The above information details the most common uses and disclosures for PHI to provide our service of international adoption and is usually used and disclosed with the knowledge and request of the client. They do not include every circumstance, but the most common ones. If use and disclosure of PHI is needed outside the realm of international adoption services, an authorization form signed by the individual involved is required.

AUTHORIZATIONS NOT REQUIRED

America World may use/or disclose your PHI outside of normal service operations without a signed Consent to Exchange Information Form in the following circumstances and to the following entities:

1.) De-identified Information – Information is adapted and omitted so that it cannot identify you. This may be done for research purposes.

2.) Business Associates – A business associate is someone America World contracts with to provide you or us with services and/or pays us for our business activities (CEAS, billing services, partner home study agencies and transcription services for example). America World has written assurances from these entities that they will protect your PHI according to applicable law.

3.) Personal Representative – A person who, under law, has the authority to represent you in making health care decisions.

4.) Public Health Activities – Such activities may be information collected by a public health authority, as authorized by law, to prevent or control disease, injury, or disability. This includes child abuse or neglect.

5.) Federal Drug Administration (FDA) – As required by the FDA to report adverse events, product defects or problems, biological product deviations or to track products, enable product recalls, repairs, or replacements or to conduct post marketing surveillance.

6.) Abuse, Neglect, or Domestic Violence – America World is required by law to make such disclosures to the proper government authority. Any disclosures of this type will be made in accordance with the requirements of the law which may also involve notice to you of the disclosure.

7.) Health Oversight Activities – Activities, required by law, by oversight government agencies that relate to the health care system, government benefits programs, government regulatory

programs and civil rights law including criminal investigations, audits, disciplinary actions, or general oversight activities relating to the community's health care system.

8.) Court Administrative Proceedings – America World may be required to share PHI in response to a court order or subpoena. In the case of mental health records (as defined by HIPAA law) your authorization is required to release this information.

9.) Law Enforcement Purposes – In certain instances your information may have to be shared with law enforcement officials for law enforcement/emergency purposes. Law enforcement purposes include:

- Complying with a legal process (e.g., subpoena) or as required by law.
- Information for identification and location purposes (e.g., suspect or missing person).
- Information regarding a person who is or is suspected to be a crime victim.
- In situations where the death of an individual may have resulted from criminal conduct.
- In the event of a crime occurring on the premises of America World.
- In the event of a medical emergency (not on America World property) where it appears that a crime has occurred.
- A medical emergency occurring on America World's premises (e.g., accident/injury).
- To a coroner or medical examiner for the purposes of identifying you or determining your cause of death or to a funeral director as permitted by law and as necessary to carry out his/her duties.

10.) Avert a Threat to Health or Safety – America World may share your PHI if it believes that sharing the information is necessary to prevent or lessen a serious and probable threat to the health or safety of a person or the public and the disclosure is to an individual who is likely able to prevent or lessen the threat.

11.) Specialized Government Functions – America World may use PHI of individuals who are Armed Forces personnel; (1) for activities deemed necessary by the appropriate military command authorities; (2) for the purpose of determination by the Department of Veteran Affairs of eligibility for benefits; or (3) to a foreign military authority of you are a member of the foreign military service.

12.) Correctional Facilities – America World may share your PHI to a correctional institution or a law enforcement official if you are an inmate of that correctional facility and your information is necessary to provide care and treatment to you or is necessary for the health and safety of other individuals or inmates.

13.) Required by Law – As required by law. Such use or disclosure will be made in compliance with the law and limited to the requirements of the law.

14.) Emergencies – We may use or share your PHI in an emergency treatment situation. If treatment is required by law and the health care provider has attempted to obtain your consent but is unable to, they may still use or share your information for treatment.

15.) Communication Barriers – We may use and share your PHI where it is necessary for your service planner or another America World staff to communicate for daily operations purposes, but is unable to do so due to a communication barrier, and assistance from someone else outside the agency is needed (e.g., language barriers or hearing impairments)

AUTHORIZATIONS REQUIRED

Uses and disclosures of PHI, other than those described above, will be made only with your written authorization. You may cancel the authorization, in writing, at any time. Once cancelled, the PHI will be protected from further use and disclosure without additional authorization. The following are examples of PHI use and disclosures in which signed Consent to Exchange Information Forms are needed:

1.) Social Service Agencies - If a client has used a former agency to conduct social service activities and wishes America World to use information submitted to this agency, America World will request this information using a proper authorization form. In the same way, if a client has used America World for social service activities and wishes America World to share information submitted to us, they will need to present us with a proper authorization form before we will disclose information.

2.) Marketing and Fund Raising - America World may only use and/or disclose your PHI for marketing activities if we obtain from you a prior signed authorization form. Marketing activities include communications to you that encourage you to purchase or use a product or service when the communication is not made for international adoption purposes. Marketing does not include sending out our newsletter or other agency sponsored materials.

YOUR RIGHTS

You (the America World client) have the right to:

A.) Cancel any signed authorization, in writing, at any time. To request a cancellation, you must submit a written request to your family coordinator.

B.) Request restrictions on certain use and disclosure of your PHI as provided by law. To request restrictions, you must submit a written request to your family coordinator, and it must detail the following items:

- What PHI information you want to limit.
- Whether you want to limit PHI use or disclosure, or both.
- To whom you want the limits to apply.
- Where you want PHI communication restricted (i.e., phone, e-mail, fax)

America World is not required to agree to a requested restriction, but we will take it into consideration. If we believe it is in your best interest to permit use and disclosure of your PHI, your PHI will not be restricted. If we do agree to the requested restrictions, we may not use or disclose PHI in violation of that restriction unless it is needed in an emergency.

C.) Have confidential communications or information by alternative means or at alternative locations. You can request that we contact you at alternate locations, by e-mail, phone, or fax. All requests must be put in writing to your family coordinator. Any reasonable request will be accommodated by America World.

D.) Review and copy your PHI as provided by law. To review and copy your information you must submit a written request to your family coordinator. America World can charge you a fee for the costs of copying, mailing and supplies associated with your request. If the family coordinator feels that it may be harmful for a person to review their own file, they will seek guidance from the executive director and legal counsel on how to proceed.

E.) Correct your PHI as provided by law. To request a correction, you must submit a written request to you family coordinator. You must provide a reason that supports your request. America World may deny your request if:

- It is not in writing.
- You do not provide a substantial reason in your request.
- The information to be amended was not created by America World (unless the original creator of information is not available)
- The information is not part of PHI maintained by America World.
- The information is already accurate and complete.

If you disagree with a denial for a correction of PHI, you must file a grievance report form.

F.) Receive an accounting of who your information has been shared with, what was shared and when. This right applies to those purposes other than for international adoption services (listed in the beginning of this document under **USE OR DISCLOSURE OF PHI**). It does not include those times information was shared with you for notification purposes and it only applies to information shared after April 14, 2003. To request an accounting, you must submit a written request to your family coordinator. The request must state:

- A time period not longer than six years and may not include dates before April 14, 2003.
- In what form you want the list (hard copy or electronic)

G.) Receive a copy of this Privacy Notice from America World upon request.

H.) File a complaint with America World or the Secretary of Health and Human Services if you believe your privacy rights have been violated. See America World's Grievance Procedure for instructions on filing a complaint.

I.) To obtain more information or have your questions answered about privacy rights, contact the Chief Operating Officer, Anna Graham at 703-356-8447 or Anna.Graham@awaa.org.

AMERICA WORLD'S REQUIREMENTS

America World:

A.) Is required by law to maintain the privacy of your PHI and to provide you with this Privacy Notice of America World's legal duties and privacy practices with respect to your PHI.

B.) Is required by law to abide by the terms of this Privacy Notice.

C.) Reserves the right to change the terms of the Privacy Notice and to make the new Privacy Notice provisions effective for your entire PHI that we maintain.

D.) Will not retaliate against you for making a complaint.

E.) Will provide a good faith effort to ensure you receive this Notice. Written confirmation of receipt is not required by law since America World does not provide health services.