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**AGENCY POLICIES & PROCEDURES FOR PROSPECTIVE ADOPTIVE PARENT  
(INTERCOUNTRY – FFTA ACTING AS YOUR USA PRIMARY PROVIDER)**

Forever Families Through Adoption, Inc. (FFTA) is committed to providing quality services to all clients of the agency. The staff of Forever Families Through Adoption, Inc. acts with sensitivity to effectively address the unique needs of Prospective Adoptive Parents, Prospective Birth Parents, Prospective Adoptees and all individuals with whom FFTA works.

Forever Families Through Adoption, Inc. does not give preferential treatment to anyone with respect to the placement of children for adoption.

Forever Families Through Adoption, Inc., provides adoption services ethically to ensure that all adoptions take place in the best interests of children and preventing the abduction, exploitation, sale, or trafficking of children. The agency prohibits anyone from giving money as payment for a child or as inducement to release a child.

Forever Families Through Adoption, Inc. is committed to treating all persons with respect, dignity, and compassion and welcomes all persons regardless of race, religion, gender identity, sexual orientation, marital status, age, nationality, or disability. Pursuant to 18 NYCRR 421.3 (d), Forever Families Through Adoption, Inc. prohibits discrimination and harassment against applicants for adoption services on the basis of race, creed, color, national origin, age, sex, sexual orientation, gender identity or expression, marital status, religion, or disability. Forever Families Through Adoption Inc. shall take reasonable steps to prevent such discrimination or harassment by staff and volunteers, promptly investigate incidents of discrimination and harassment, and take reasonable and appropriate corrective disciplinary action if such incidents occur.

Forever Families Through Adoption, Inc., makes the following information available to any prospective clients: The number of its intercountry adoption placements per year for the prior three calendar years and the number and percentage of those placements that remain intact, are disrupted, or have been dissolved as of the time the information is provided; the number of parents who apply to Forever Families Through Adoption, Inc. to adopt internationally on a yearly basis, based on data for the prior three calendar years; and the number of children eligible for adoption and awaiting an adoptive placement referral via the agency.

The adoption process is explained and reviewed in detail with all clients of Forever Families Through Adoption, Inc. The agency's adoption services and practices are fully disclosed in writing to prospective clients, including eligibility criteria and fees. FFTA abides by the New York state approval requirements. You must be approved by your home country or country of the child's origin to adopt and to bring that child back into your home country. The agency provides prospective clients, and the general public upon request, information as to the supervised providers with whom they may work. Prospective Adoptive Parents are provided a Fee Agreement similar to the one they will be expected to sign and a general estimated fee grid explaining the fees that may be anticipated by other adoption service providers when matched with an expectant mother. Specific costs including when to be paid and to whom, will be provided in writing to the prospective adoptive parents when being presented a possible match and prior to accepting said match.

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## **Prospective Adoptive Parents' Responsibilities**

Required paperwork must be completed by Prospective Adoptive Parents in a timely manner and cooperative manner and the appropriate fees must be submitted with the paperwork or when billed. All paperwork and payments must remain current for "matching" services to be provided and once matched must remain current through finalization.

Prospective Adoptive Parents must retain the services of Forever Families Through Adoption, Inc. before work may commence. This includes the following:

- Initial overview of process and agency services via telephone, email, written materials or possibly free informational meetings;
- The review and execution of the Pre-Orientation Information Form submitted with the appropriate fee and color photo;
- Attendance at the required orientation meeting;
- The review and execution of the Fee Agreement (Adoption Services Contract), and submission of the Fee Agreement to the agency with the appropriate fee;
- The review, execution, and submission, and acceptance of the Adoption Application Form to the agency to begin our relationship.

Prospective Adoptive Parents reserve the right to terminate the services of Forever Families Through Adoption, Inc. at any time as per the Fee Agreement.

## **Risks**

Prospective Adoptive Parents are made aware of the inherent risks of the adoption process and will be provided with disclaimers/limited waivers of liability within the Fee Agreement and additional disclaimers/limited waivers of liability upon placement.

Proposed adoptions have many risks, which may or may not be known at the time a match is made between birth parent(s) and prospective adoptive parents, or prior to or at the time a prospective adoptive child is placed in that prospective adoptive home.

Prospective Adoptive Parents are aware that expenses paid to a Prospective Birth Parent are paid at risk. Furthermore, information provided to or by the agency may be inaccurate or incorrect. A prospective adoptive child's mental or physical development, emotional and or personality characteristics, health, inherited or genetic characteristics and other potential learning, physical or mental issues cannot be predicted.

The Prospective Adoptive Parents understand that they accept placement of the Prospective Adoptive Child knowing that this a legal risk. The birth parent(s) may revoke his/her/their surrender to the adoption within the legally allowed time frame or they may challenge the validity of their consent.

The Interstate Compact on Placement of Children ("ICPC") may be applicable and may impact the ability to travel "home" with the Prospective Adoptive Child. In addition, the applicability of the Indian Child Welfare Act ("ICWA") is dependent upon the status of the Prospective Birth Parents; Forever Families Through Adoption, Inc. relies on statements by the Prospective Birth Parents to determine its applicability.

Determining the rights of a "father" is complex and may pose a risk to the adoption. An unknown or unnamed Birth Father may appear and assert his rights and oppose the proposed adoption.

Prospective Adoptive Parents understand the risks and, by signing this agreement, acknowledge their wish to pursue an adoption plan knowing and assuming medical, legal and other risks of adoption, both pre- and post-adoptive placement, including medical costs/co-pays for pre-natal, delivery, birth and hospital stay if coverage is not available or denied. Forever Families Through Adoption, Inc. cannot guarantee nor verify any of the information provided to you.

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## **Confidentiality**

Forever Families Through Adoption, Inc. understands that confidentiality is important to you and to birth parents, and Forever Families Through Adoption, Inc. will not intentionally exchange identifying information about you to the birth parents and about the birth parents to you unless you and the birth parents agree otherwise. In working with you, however, it is often necessary to coordinate with physicians, social workers, attorneys, court officials and others. During this process, information about you will be shared on a "need to know" basis. By signing this agreement, you hereby authorize Forever Families Through Adoption, Inc. to release identifying and non-identifying information about you to others involved in your adoption procedures such as adoption service providers, the courts, your attorney, the birth parents' attorney, and government entities as necessary.

You understand that during the course of the adoption, your identity and that of the birth parents may become known even if unintentional to numerous persons and institutions, including, but not limited to, medical providers, hospitals, courts, social workers, adoption service providers, and to the birth parents or their agency or counsel, if represented. Forever Families Through Adoption, Inc. cannot control the actions of these persons and institutions. In some instances, subsequent to adoptive placement, the birth parents may request a meeting with you or identifying information about you, even if you prefer confidentiality and/or anonymity. Forever Families Through Adoption, Inc. encourages cooperation between you and the birth parents, and encourage you to reach an agreement with the birth parents about what information is exchanged.

Information about you may be obtained by a birth parent through accidental disclosure by FFTA, or through many other sources such as motor vehicle registration, caller ID, internet resources, their attorney, the court, and birth parent advocacy programs. You should also understand that there are legal methods of tracing a child placed for adoption through adoption registries, vital statistic records, school and medical records, and the work of confidential intermediaries. Further, when your adoptive child becomes an adult, it is likely that your child will have access to the identities of the birth parents. For all of these reasons, Forever Families Through Adoption, Inc. cannot and do not guarantee your confidentiality or the birth families' confidentiality now or in the future.

## **New York State Adoption and Medical Information Registry**

If the adoptee is born in and/or the adoption is filed in New York State, Forever Families Through Adoption, Inc. provides Birth Parent(s) and Adoptive Parent(s) with information about the NYS Health Department's Adoption and Medical Information Registry. The Adoption Information Registry consent form is provided to the Birth Parent(s) at the time of execution of their surrender. This mutual consent registry allows for the exchange of non-identifying and identifying information depending on the age of the adoptee and whether the agreement is mutual.

## **New York State Open Birth Certificate Law**

If the adoptee is born in and/or the adoption is filed in New York State, the adoptee or his/her descendants may access the original long form birth certificate, with the adoptee's birth parent(s)' identifying information, once the adoptee reaches the age of 18 years. Even where the birth parent(s) may have requested full confidentiality and anonymity, the laws provide that an adult adoptee is permitted access to their original birth certificate, including the names of the birth parents as listed.

## **Client Files**

Each client has a case file. All correspondence regarding the Prospective Adoptive Parent's adoption planning is carefully recorded and kept in their confidential file. This includes:

- Agency documents completed by the client
- Notes of any telephone or in person contact with the client

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- Legal documents pertaining to their case
- Notes by social worker regarding counseling or home study services
- Home Studies
- All correspondence received or sent on the clients' behalf
- All documents or correspondence regarding a child
- Articles 5, 15, 16, 17 and 23

### **Orientation Meeting**

Prospective Adoptive Parents are required to participate in an orientation meeting with agency representatives to receive detailed information regarding what is required and expected of them during the adoption process. An orientation session fee applies and includes the preparation of the orientation package of numerous personalized documents prepared for you by the Administrative Assistant. The fee is not refundable once received by the agency and the documents have been prepared and/or the meeting has been scheduled. At this meeting, FFTA reviews and explains, in detail, the necessary steps in the adoption process and all fees involved. FFTA will provide the "*Estimated Costs Incurred in the International Adoption Process Grid*" during the initial contact and again at your Orientation meeting, and discuss the costs, estimates, ranges, and descriptions. This includes all paper work and procedures. Prospective Adoptive Parents are encouraged to ask any questions they may have about the adoption process during the Orientation and any time throughout their adoption journey with FFTA. The orientation meeting does not require you to move ahead with FFTA or guarantee that you will be accepted into the FFTA adoption program.

### **Fee Agreement (Adoption Services Contract)**

The Fee Agreement (Adoption Services Contract) and Fee Grid are both provided to Prospective Adoptive Parents upon initial inquiry and then thoroughly reviewed at the orientation meeting. The orientation includes discussion about any anticipated fees that may occur as a result of the adoption process and a review of the agency's refund policy as written in the Fee Agreement.

Prospective Adoptive Parents are informed that work will not begin on their behalf until this Agreement is read, understood, executed, and in the possession of an agency representative. The Fee Agreement is a binding legal agreement and Forever Families Through Adoption, Inc. reserves the right to collect from the clients any earned unpaid fees to the agency. The Fee Agreement explains, in detail, all services provided by the agency and fees charged by the agency. Payments of invoices are due upon receipt.

### **Monitoring/Oversight and Coordination with IAAME**

Intercountry Adoption Accreditation and Maintenance Entity (IAAME) is the Department of State authorized entity to accredit and oversee and monitor all US international adoption entities.

The required IAAME fee of \$500 is charged to Prospective Adoptive Parents when they initiate their file with FFTA. This fee is non-refundable and is paid by FFTA directly to IAAME. FFTA does not dictate this fee, nor do we have the authority to change or alter it in any way. There is an additional fee paid to FFTA of \$1,000 when you activate your file. This fee is nonrefundable and covers FFTA coordinating with IAAME as the US Entity providing accreditation, monitoring and oversight of US primary providers since FFTA is acting as your Primary Provider. This will be discussed during your orientation and a Service Plan determining who is responsible for overseeing each of the six (6) Adoption Services will be initiated and executed for clarification upon activating your file. This same Service Plan is then updated and resigned by all parties when you are matched with a Prospective Birth Parent and Adoption Service Providers (ASP) are involved and supervised by FFTA.

### **Policy for charging additional fees**

Forever Families Through Adoption, Inc. has a policy of full disclosure with clients. Throughout the duration services are utilized, fees for services rendered are disclosed as outlined in the Fee Agreement. In the event that unforeseen additional fees and expenses are incurred, Forever Families Through Adoption, Inc. will disburse these funds from the Client Expenses Account (CEA) only under the following conditions:

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- (1) FFTA discloses the fees and expenses in writing to the Prospective Adoptive Parent(s);
- (2) FFTA obtains the specific consent of the Prospective Adoptive Parent(s) prior to expending any funds in excess of \$1000 for which they will be held responsible if not previously approved; and
- (3) FFTA provides written receipts to the Prospective Adoptive Parent(s) for fees charged to and expenses paid from the Client Expenses Account and retains copies of such receipts.

Forever Families Through Adoption, Inc. does not customarily charge additional fees beyond the fees disclosed in the Fee Agreement. However, if there are unforeseen that become required, outside the signed and agreed upon Fee Agreement and/or Client Expenses Letter related to Birth Mother matches, clients are consulted prior to expending funds in excess of \$1,000.00 which have not been previously authorized. Forever Families Through Adoption, Inc. discloses all fees and expenses in the Fee Agreement. All payments must be wired directly to the account provided by the FFTA Bookkeeper, unless your Foreign Supervised Provider (FSP) has advised you otherwise. **Payment is due upon receipt of any invoices you receive from FFTA.**

### **Adoption Application**

All Prospective Adoptive Parents must complete the agency's Adoption Application Form provided prior to or during the orientation meeting and discussed with an agency representative. Prospective Adoptive Parents must review the Application carefully and complete the Application in its entirety. Prospective Adoptive Parents are asked to return the Application, along with the Fee Agreement, and submit with payment to the agency, only after thorough review and completion when Prospective Adoptive Parents are ready to proceed. This fee is non-refundable nor can it be waived. The agency will immediately begin to activate your file and prepare additional documents on your behalf, upon receipt of the Application, Fee Agreement, and fees; therefore, it is suggested that you be sure you are ready to commit to proceeding when you return your documentation and fees.

All Prospective Adoptive Parents must inform FFTA as soon as there are any changes in circumstances which might require FFTA to obtain any additional or updated documents or to place them on "temporary hold" or even close their file, such as changes in marital status, primary residence, employment, finances, medical situation, pregnancy, surrogacy, foster child, or adoption elsewhere, etc.

FFTA does not guarantee that any Prospective Adoptive Parent will be approved to become an adoptive parent by FFTA or that they will be approved within a specific amount of time. All approval and supporting documentation must be received in a timely manner and accepted by the staff of FFTA. FFTA has the right to request additional information and to consult with you and/or your Adoption Authority for additional information if there are concerns prior to approving you as an FFTA family or afterwards if concerns arise during the adoption journey.

If Prospective Adoptive Parents find themselves to be pregnant or matched with an expectant birth parent with FFTA or any other resource, FFTA reserves the right to place the family on "temporary hold" and/or close their file, remove their profile from the website and require an updated Home Study visit/report or re-approval post-placement/delivery. Forever Families Through Adoption, Inc. reserves the right to ask the Parents to wait an appropriate amount of time – a *minimum* of six-twelve months after the addition of another member to their household or for any other major life changing event as determined by Forever Families Through Adoption, Inc. The Parents will be expected to activate a completely new file and pay appropriate fees due to proceed.

### **Client Expenses Account**

Each client of Forever Families Through Adoption, Inc. is required to deposit funds into the agency Client Expenses Account so that Forever Families Through Adoption, Inc. is able to submit payment directly to outside providers, as authorized by the Prospective Adoptive Parents, when services are rendered in connection with their adoption. The Fee Agreement provides, in detail, the purpose of the Client Expenses Account, and a thorough review and discussion takes place at the orientation.

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## Compensation

All fees and expenses billed to you by the Foreign Supervised Provider (after you begin working with FFTA) and/or Domestic Supervised Provider with whom you may work will be billed directly to FFTA, as your Primary Provider and not directly to you, the client family. The client is responsible for and must pay directly to the Primary Provider all required fees and expenses incurred once you have agreed to work with FFTA as your Primary Provider. **NO CASH TRANSACTIONS** within either country are acceptable under any circumstances. The supervised providers (foreign or domestic) will provide the Primary Provider an itemized bill of all fees and expenses to be paid, with a written explanation of how and when such fees and expenses will be refunded if the service is not completed, and will return any funds collected to which the clients may be entitled within sixty days of the completion of the delivery of services.

## Home Study

A **pre-placement Hague approved home study** must be completed. Forever Families Through Adoption, Inc. ensures that the process fully complies with State regulations, Hague Convention regulations, and the Universal Accreditation Act ("UAA"). The Prospective Adoptive Parents and/or any child or other household member will be interviewed by a social worker at least once in their home to ensure that the Prospective Adoptive Parents are ready and able to adopt. During the home study the social worker reviews the adoption process in detail to ensure the Prospective Adoptive Parents' full understanding. Discussions include reasons for adoption, the needs of children available for adoption, concerns or questions about the process, the psychological issues that surround adoption, the impact on the family, and characteristics of the applicants including age, health, marital status, fertility, family composition and other topics. In compliance with state, federal, and Hague regulations, applicants are asked for references, medical reports, child abuse clearances, Staff Exclusion List clearances and criminal history. New York State requires Forever Families Through Adoption, Inc. to conduct criminal, child abuse (SCR), and Staff Exclusion List (SEL) clearances on prospective adoptive parents, even if you have had a home study completed by an outside Hague agency.

The home study preparer must complete a report in accordance with New York State law and the requirements of the Hague Adoption Convention and the UAA. Forever Families Through Adoption will review the written report once received and when approved will forward to the Prospective Adoptive Parents the internal approval form signed by the Executive Director requesting the Prospective Adoptive Parents to sign acknowledging their review and written approval.

An **Updated Home Study** visit and report will be required by Forever Families Through Adoption, Inc. within twelve months of the initial or most recent updated report and continue on an annual basis through finalization. It is the Prospective Adoptive Parents responsibility to maintain current documents and a current Home Study at Forever Families Through Adoption, Inc. Updated Home Study visit/reports will also be in the home of the Prospective Adoptive Parents and any other child/ren or residents of the home must also be present and interviewed again. All supporting documents must remain current for the pre-placement and updated visit/report. Any changes in circumstances which might require an addendum/update to the Home Study report must be reported to Forever Families Through Adoption, Inc. "Matching" cannot be provided unless Home Studies are current.

Changes that are to be reported include, but are not limited to, changes in marital status, primary residence, persons living in the home, employment, finances, medical situation, pregnancy, or adoption elsewhere. This notification to the agency must be timely and information complete.

The **post-placement home study(ies)** will be conducted after the placement of a child. The same procedure is followed as the pre-placement report. Fees for home study services or reviews are charged to the Prospective/Adoptive Parents as set forth in the Fee Agreement.

Pursuant to section 372-e of the NYS Social Services Law, if your application is not acted upon by the completion of an adoption home study within six (6) months or if your application has been rejected for any reason, you may apply to NYS OCFS for a fair hearing. In order to seek a fair hearing, applicants should contact NYS OCFS, Special Hearings Bureau, 52 Washington St., Rensselaer, NY 12144, (518) 474-6022 or (800) 345-5437.

### **Adoption/Parent Training**

All Prospective Adoptive Parents are required by Forever Families Through Adoption, Inc. to complete a minimum of ten (10) hours of adoption/parent training as suggested by New York State regulations and as mandated by the Hague Adoption Convention and the UAA. Forever Families Through Adoption, Inc. is aware that families adopting internationally have specific Hague intercountry adoption requirements and will share with the Prospective Adoptive Parents a checklist of specific intercountry topics required by the Hague Adoption Convention and the UAA. Forever Families Through Adoption, Inc. will also provide suggested courses and available resources for completing such training. The training may include attendance at conferences or workshops, on-line intercountry adoption courses, additional written materials, and counseling related to the country from which the Prospective Adoptive Parents plan to adopt, and the specific issues related to the adoption of a particular child. Prospective Adoptive Parents are responsible for contracting with other training service providers directly and must provide certificates or other proof of course attendance and completion in order for Forever Families Through Adoption, Inc. to approve and ensure that the Prospective Adoptive Parents have received the appropriate adoption/parent training. Infant CPR and discipline training courses are required. Forever Families Through Adoption provides Prospective Adoptive Parents with the necessary training summary forms to complete for our staff to review and consider approving credits. Additionally, Prospective Adoptive Parents are required to read and accept Forever Families Through Adoption's Discipline and Corporal Punishment Policy.

Forever Families Through Adoption, Inc. will provide written information to Prospective Adoptive Parents regarding baby safety as recommended by OCFS. This information includes Sleep Safety, Play Safety, Sudden Infant Death Syndrome (SIDS), Shaken Baby Syndrome (SBS), and Traumatic Brain Injury (TBI). Prospective Adoptive Parents will be asked to acknowledge receipt and understand of these OCFS recommended readings.

### **Safety Verification**

Prospective Adoptive Parents are provided with a "Safety Verification Form" after they activate their file with Forever Families Through Adoption, Inc. This form must be completed and returned as part of the approval process. Included within the form are questions regarding your property and gun safety and appropriate licenses; pool safety; as well as fire safety including fire extinguishers, smoke detectors and carbon monoxide detectors.

### **Outreach**

Prospective Adoptive Parents may work with an agency representative in their outreach and networking efforts. This includes completion of their Profile/"Birth Parent Letter." Examples of this Letter are made available to the Prospective Adoptive Parents during the orientation meeting. The agency assists the Prospective Adoptive Parents with the suggested format of the letter (pictures, text, font, type, etc.) and provides comments and suggestions by scanning and emailing them. In addition, the agency reviews several drafts of the letter. However, it is the primary responsibility of the Prospective Adoptive Parents to complete and print/bind this Letter/Profile.

If they choose, and with the permission of their Adoption Authority, the Prospective Adoptive Parents may also make coordinating "business"/adoption cards that they may mail to be mailed to their various contacts to various contacts and to also consider on-line and print ads with FFTA's contact information as a way of the Prospective Adoptive Parents doing their own networking within the USA.

In addition, websites and internet advertising/networking strategies are discussed and materials with information about this process are provided to the Prospective Adoptive Parents, if they decide to take this option. Ultimately, the Prospective Adoptive Parents are in control of what outreach strategies they would prefer to utilize for networking. The agency representative may suggest best possible techniques

for networking based on their judgment and past experiences.

Once approved by Forever Families Through Adoption, Inc., staff will review social media options with the Prospective Adoptive parents, including, but not limited to Forever Families Through Adoption, Inc.'s "Family of the Month" option or others such as AdoptMatch; Adoptimism; Adoption.com, Google Ads, Facebook, or Instagram, etc and Forever Families Through Adoption, Inc. charges you a nominal fee to supervise contact with the PBMs that make contact through these resources. All contacts must be directly between the Prospective Birth Parents and Forever Families Through Adoption as your Hague Primary Provider.

Prospective Adoptive Parents may have supervised calls, SKYPE contact or visits with Prospective Birth Parents who are interested in communicating with them by either FFTA as their Primary Provider or a Supervised Provider, only if permitted by their country of origin. Prospective Adoptive Parents are not permitted to have unsupervised contacts with Prospective Birth Parents prior to signing of consents/surrenders. After each supervised contact a written report will be provided to FFTA as Primary Provider by each participant.

Prospective Adoptive Parents are given the option to have ads placed specifically for them and calls answered by Forever Families Through Adoption; additional fees for these services are detailed in writing and provided to the prospective adoptive parents when discussed as an option.

### **Counseling Services**

Prospective Adoptive Parents are made aware of the potential emotional and mental stresses that can be part of the adoption process and that private counseling is available as needed as per the Fee Agreement. This counseling may also address unresolved issues surrounding infertility if needed. Should the Prospective Adoptive Parents utilize the additional counseling at any time during the adoption process, they will be billed for these sessions as per the Fee Agreement. Counseling services can be provided by the agency or an outside resource. Should a referral need to be made, Forever Families Through Adoption, Inc. will assist its clients in locating an appropriate provider.

### **Provision of Medical and Social Information**

Forever Families Through Adoption, Inc. does not withhold from or misrepresent to Prospective Adoptive Parents any available medical, social or other pertinent information concerning the Birth Family or Prospective Adoptive Child. ALL information available and received is scanned, redacted and provided to the Prospective Adoptive Parents even if it is repetitive or duplicative when received from medical personnel or other entities. Forever Families Through Adoption, Inc. does not review medicals received or interpret them and cannot determine how long it will take to receive records from any specific medical provider. Once received Prospective Adoptive Parents will be asked to sign a written receipt provided by Forever Families Through Adoption confirming the number of pages and/or photos received by email or FEDEX.

The Prospective Adoptive Parents are encouraged to forward all redacted medicals to the physician of their choice to be interpreted as we do not have a physician on staff. Forever Families Through Adoption, Inc. does not withdraw a referral for a Prospective Adoptive Child until the Prospective Adoptive Parents have had two weeks (unless extenuating circumstances involving the child's best interest require a more expedited decision) to consider the needs of the child and their ability to meet those needs and to obtain physician review of medical information and other descriptive information. Prospective Adoptive Parents retain the option to decline a proposed match or intended placement at any time. However, there may be financial and emotional consequences based on the circumstances and the Prospective Adoptive Parents will be made aware.

### **Legal Services**

The Prospective Adoptive Parents are aware that FFTA's Senior Legal Counsel represents Forever Families Through Adoption, Inc. and not the Prospective Adoptive Parents or the Prospective Birth Parents. The Prospective Adoptive Parents are welcome to hire outside legal representation at any time while working with Forever Families Through Adoption, Inc. They are made aware of their need to retain separate

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legal counsel for finalization of the adoption and/or for a re-adoption or passport hearing. If appropriate and/or necessary, the staff of Forever Families Through Adoption, Inc. will also make appearances in Court. The Fee Agreement contains the fees associated with the legal services provided by Forever Families Through Adoption, Inc. (i.e. Termination of Birth Parent's Rights, Criminal Clearances, ICPC, Affidavits, General or specific BP, etc.) The Fee Agreement also describes fees associated with possible Pre/Post-Adoption Extraordinary Services such as, but not limited to, Additional Hearings/Contested Adoptions/Appeals/Due Diligence Searches/Disruption/Dissolution/RISK statements & Affidavits/BF & BM searches, etc.

### **Adoption Services Providers, required Supervision, Training and Communication**

The Prospective Adoptive Parents, when working with Adoption Service Providers, understand that FFTA will be supervising that service provider as FFTA is the Primary Provider. US Hague Accredited Primary Provider (FFTA) oversees, supervises and/or provides the 6 Adoption Services being:

1. Identifying a child for adoption and arranging and adoption;
2. Securing the necessary consent to termination of parental rights and to adoption;
3. Performing a background study on a child or a home study on a prepositive adoptive parent(s), and reporting on such a study;
4. Making non-judicial determinations of the best interest of a child and the appropriateness of an adoptive placement for the child;
5. Monitoring a case after a child has been placed with prospective adoptive parent(s) until final adoption; or
6. When necessary, because of a disruption before final adoption, assuming custody and providing (including facilitating the provision of) child care or any other social service pending an alternative placement.

All contact and communications among the Prospective Adoptive Parents, Adoption Service Provider, and Prospective Birth Parents must be supervised by FFTA.

Prospective Adoptive Parents may only work with Adoption Service Providers who have completed the required Hague training and have a current written agreement with FFTA.

All correspondence between the Prospective Adoptive Parents and Adoption Service Provider must include FFTA; FFTA must be copied on all emails.

The Hague Supervised Provider who will be supervising the contact shall complete a Supervised Contact Summary form, detailing the communication, for each supervised communication.

When an identified match is determined the Prospective Adoptive Parents and all Adoption service Providers must sign an updated-Case Specific Hague Service Plan, acknowledging who the identified participants and adoption service providers are specific to the match.

### **Contact with Prospective Birth Parents (Pre- and Post-Placement)**

Prospective Adoptive Parents and Prospective Birth Families may have supervised communication if approved by their country of origin and requested by the Birth Family. Contact must be arranged through Forever Families Through Adoption, Inc. and supervised by an FFTA agency worker or FFTA Hague Supervised Provider.

A written post contact form must be provided to FFTA, within 48 hours afterwards to include the date, time, place, participants and topics of conversation covered.

These contacts may include:

- In-person meeting
- Telephone, ZOOM or Skype meeting with the Prospective Birth Parents
- Contact in writing through letters, photographs and information about each party
- Confidentiality is of the utmost importance. No identifying information will be shared unless approved by the party whose information is to be released.

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All contact, correspondence, and meetings are carefully recorded in detail and kept in the client files. Any correspondence between the Prospective Birth Parents and Prospective Adoptive Parents after the placement of a child must be agreed upon by the two parties. Both parties are asked to execute an agreement which sets forth the terms and conditions of any post- placement contact between the parties.

### **Post-Placement Services**

Forever Families Through Adoption, Inc. (FFTA) provides and bills for post-placement and post-adoption monitoring, supervision, and reporting in accordance with the requirements of the Hague Adoption Convention, the UAA, the laws of the child's County of Origin, and State law. All adoptive parents are expected to maintain a post file in the agency office and send quarterly updates for a minimum of six years after placement (or more often as per possible PACA-Post Adoption Placement Agreement), or the sixth-year old birthday of adoption of a newborn. This will include a minimum of 5-10 clear color photos and written updates on child's progress and developmental milestones during the previous three months, sent by mail or email by the adoptive parents to FFTA. If requested by the birth parents, these photos and letters will be shared with the birth parents by FFTA.

### **Complaint Resolution Process**

We want to ensure that you are completely satisfied with the adoption process when you work with Forever Families Through Adoption, Inc. As a prospective/current client, you are receiving this policy so that you are aware of the complaint procedures prior to retaining our services. If at any time throughout the process, you believe that any of the services or activities of Forever Families Through Adoption, Inc. (including its use of domestic or foreign supervised providers) raise an issue of compliance with applicable regulations, policies, laws, the Hague Convention, the UAA, the Intercountry Adoption Act (IAA) or the regulations implementing the IAA, you should communicate your concerns directly to the employee of Forever Families Through Adoption, Inc. with whom you have the complaint.

If, after your initial verbal communication, you are still not satisfied, please contact the Executive Director, Joy S. Goldstein. If still not resolved within five (5) business days, you must submit a written complaint, signed and dated, to the Executive Director and provide a copy to the President of the Board of Directors. The Executive Director will have thirty (30) days to respond in writing to your request. An expedited review in ten (10) days will be provided for complaints that are time-sensitive or involve allegations of fraud.

If you remain dissatisfied after receiving a response from the Executive Director, you may continue the process through Forever Families Through Adoption, Inc.'s Board of Directors or with the New York State Office of Children and Family Services. Where applicable, you may also contact the U.S. Department of State and/or the New York State Office of Children and Family Services by filling out a complaint form or writing a letter that fully explains your complaint.

Submit copies of all letters and papers that explain your complaint to:

The Department of State  
Attention U.S Central Authority  
U.S. Department of State  
Bureau of Consular Affairs,  
Office of Children's Issues  
Adoption Unit (SA-29)  
2201 C Street, NW  
Washington, DC 20520

New York State Office of Children and Family Services  
Capital View Office Park  
52 Washington Street  
Rensselaer, New York 12144-2796  
Phone: (518) 473-7793  
Fax: (518) 486-7550

To submit a complaint, if applicable, you may also use the Hague Complaint Registry web site, <https://adoptionusca.state.gov/HCRWeb/Welcome>. You may submit the complaint electronically or print out the form and fax it to the US Central Authority at (202) – 736-9080. Forms may also be requested by calling the Department of State at (888) 407- 4747.

Please be advised that, as required by the State Department, in order to maintain compliance with the Hague Convention Regulations and the UAA, your complaint may **only** be filed with the Department of State after you have presented the problem to the agency.

Forever Families Through Adoption, Inc. permits any birth parent, prospective adoptive parent, or adoptive parent, or adoptee to lodge a signed and dated complaint about any of Forever Families Through Adoption, Inc.'s services or activities (including its use of domestic or foreign supervised providers) that he or she believes raises an issue of compliance with the Convention, the IAA, the UAA, the regulations implementing the IAA or UAA, or State Law directly with Forever Families Through Adoption, Inc.. Forever Families Through Adoption, Inc. advises such individuals of the additional procedures available to them if they are dissatisfied with Forever Families Through Adoption, Inc.'s response to their complaint.

Forever Families Through Adoption, Inc. maintains a written record of each complaint received and the steps taken to investigate and respond to said complaint. This record is made available to the accrediting entity, IAAME or the Secretary upon request.

Forever Families Through Adoption, Inc. provides the accrediting entity, IAAME, and the Secretary, on a semi-annual basis, a summary of all complaints received, if any, during the preceding six months (including the number of complaints received and how each complaint was resolved) and an assessment of any discernible patterns in complaints received against FFTA, along with information about what systemic changes, if any, were made or are planned by the agency in response to such patterns (if any exist).

Forever Families Through Adoption, Inc. provides any information about complaints received as may be requested by the accrediting entity, IAAME, CEAS, or the Secretary.

No person may be discouraged from, nor retaliated against in any way, for: voicing or filing a written complaint; expressing a grievance; providing information in writing or interviews to an accrediting entity on Forever Families Through Adoption, Inc.'s performance; or questioning the conduct of or expressing an opinion about the performance of Forever Families Through Adoption, Inc. This topic is part of all employees' training.

Forever Families Through Adoption, Inc. utilizes a quality improvement program in order to improve its adoption services as needed. The Executive Director and the Senior Agency Counsel are responsible for this program, and they will review all complaints and Client Satisfaction Survey results with staff during scheduled Quality Improvement meetings in order to address any issues and to improve operations.

Forever Families Through Adoption, Inc. looks forward to working with you and encourages you to ask any questions or express any concerns you may have at any time.

We have received, reviewed and accept this document and the policies contained herein:

\_\_\_\_\_  
Adoptive Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adoptive Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Initials    Initials