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## **AGENCY POLICIES & PROCEDURES FOR PROSPECTIVE ADOPTIVE PARENTS (DOMESTIC)**

Forever Families Through Adoption, Inc. 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, and all individuals with whom we work.

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.

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/approval criteria and fees. Prospective Adoptive Parents are provided a Fee Agreement similar to the one they will be expected to sign.

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## Prospective Adoptive Parents' Responsibilities

Required paperwork must be completed by Prospective Adoptive Parents in a timely and cooperative manner and the appropriate fees must be submitted with the paperwork or when billed. All paperwork 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, and submission of the Fee Agreement to the agency with the appropriate fee;
- The review, execution, and submission 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 Prospective Birth Parents 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 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 Prospective Birth Parents may revoke his/her/their surrender to the adoption within the legally allowed time frame or they may challenge the validity of their consent. Determining the rights 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.

The Interstate Compact on Placement of Children ("ICPC") may be applicable and may impact the ability to travel "home" with the 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.

Prospective Adoptive Parents understand these risks and 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.

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## Confidentiality

Forever Families Through Adoption, Inc. understands that confidentiality is often 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 other adoption service providers, the courts, your attorney, the birth mothers 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, social workers, and the birth parents' or their agency and/or counsel, if represented. Forever Families Through Adoption, Inc. cannot control the actions of these persons and institutions. Forever Families Through Adoption, Inc. also advises you that, in some instances, prior to and 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 encourages 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 us, 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 does not guarantee your or the birth families' confidentiality now or in the future.

## 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
- 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

## 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. At this meeting, the Prospective Adoptive Parents review the necessary steps in the adoption process. This includes all paper work and procedures. In addition, examples of materials, such as the "Birth Parent Letter", are provided as applicable. Prospective Adoptive Parents are encouraged to ask any questions they may have about the adoption process.

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## Fee Agreement

The Fee Agreement is provided to Prospective Adoptive Parents 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.

## 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:

- (1) Forever Families Through Adoption, Inc. discloses the fees and expenses in writing to the Prospective Adoptive Parent(s);
- (2) Forever Families Through Adoption, Inc. 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) Forever Families Through Adoption, Inc. provides written receipts, invoices to the Prospective Adoptive Parent(s) for fees charged to and, expenses paid from, the Client Expenses Account and retains copies of such receipts when available.

Forever Families Through Adoption, Inc. discloses all fees and expenses in the Fee Agreement. Clients are consulted prior to expending funds in excess of \$1000.00 which have not been previously authorized.

## 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 they are ready to proceed.

All Prospective Adoptive Parents must inform Forever Families Through Adoption, Inc. as soon as there are any changes in circumstances which might require Forever Families Through Adoption, Inc. to obtain any additional or updated documents or to place them on "hold" such as changes in marital status, primary residence, employment, finances, medical situation, etc. If Prospective Adoptive Parents find themselves to be pregnant or matched with an expectant birth parent with Forever Families Through Adoption, Inc. or any other resource, Forever Families Through Adoption, Inc. reserves the right to place the family on "hold" and/or close their file, remove their profile from the website and require an updated Home Study visit/report or close their file and seek a full 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 three – six+ 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.

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## 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.

## Home Study

A **Pre-Placement** Home Study must be completed with Prospective Adoptive Parents and other residents including all children in the home of the Prospective Adoptive Parents' primary residence. Forever Families Through Adoption, Inc. ensures that the process fully complies with New York State regulations. The Prospective Adoptive Parents and/or any child or other household member will be interviewed by a social worker or adoption counselor 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 or adoption counselor 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 and federal regulations, applicants are asked for references, medical reports, child abuse clearances (SCR), Staff Exclusion List (SEL) clearances and criminal history. New York State requires Forever Families Through Adoption, Inc. to conduct criminal, child abuse, and Staff Exclusion List clearances on prospective adoptive parents, even when they have been pre-certified by a court or have had a home study completed by an outside agency or private social worker. The home study preparer will complete a report in accordance with New York State law. The Prospective Adoptive Parents will have access to the written report prior to finalizing to offer any suggestions/comments or corrections. The Prospective Adoptive Parents will be required to provide written approval in order for the report to be finalized.

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. 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 within one month after the placement of a child. The number of visits/reports depends on many factors and will be discussed with the Adoptive Parents prior to placement. The same procedure is followed as the pre-placement and updated report. Fees for home study services are charged to the Prospective/Adoptive Parents as set forth in the Fee Agreement. In addition to an in home visit for the post placement report, the Adoptive Parents and child are required to visit the agency office (if reasonable).

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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**

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 NY State regulations and mandated by the Hague Adoption Convention and the Universal Accreditation Act ("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 adoption courses, additional written materials, and counseling, 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. 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.

## **Outreach**

Prospective Adoptive Parents may work with an agency representative in their outreach and networking efforts. This includes completion of a "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 format of the letter (pictures, text, paper type, etc.) In addition, the agency reviews the drafts of the letter. However, it is the primary responsibility of the Prospective Adoptive Parents to complete and print/bind this Letter. If they choose, the Prospective Adoptive Parents may also make coordinating "business"/adoption cards to be mailed to various contacts and to also consider print ads.

In addition, websites and internet advertising are discussed and materials with information about this process are provided to the Prospective Adoptive Parents. 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, etc. and FFTA charges you a nominal fee to supervise contact with the PBMs that make contact through these resources.

Prospective Adoptive Parents may obtain an "adoption cell" in order to speak directly with Prospective Birth Parents who are interested in communicating with them. Prospective Adoptive Parents are also given the option to have print or internet ads placed specifically for them and calls answered by the agency; additional fees for these services are detailed in writing and will be provided to the prospective adoptive parents when discussed as an option.

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## **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 or Expectant 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 Prospective Birth Parents of Prospective Adoptive Child. ALL information available is scanned, redacted and provided to the Prospective Adoptive Parents even if it is repetitive or duplicative when received from medical personnel or entities. Forever Families Through Adoption, Inc. does not review medicals received or interpret them.

Forever Families Through Adoption, Inc. encourages Prospective Adoptive Parents to consider the needs of the Prospective Adoptive Child and their ability to meet those needs and to consult with a physician to review medical information and other descriptive information prior to accepting a "match" with a prospective adoptive child.

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 made aware that the Attorney at Forever Families Through Adoption, Inc. represents Forever Families Through Adoption, Inc. and not the Prospective Adoptive Parent. The Prospective Adoptive Parents are made aware of their need to retain separate legal counsel for finalization of the adoption and possibly for the negotiation of their PACA as needed. 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. The Fee Agreement also describes fees associated with possible Pre/Post- Adoption Extraordinary Services such as, but not limited to, Hearings; Contested Adoptions; Appeals; Due Diligence Searches; Translation Services; Additional Documents; Precertification Documents; Research; Passport Documents; Supervision of Adoption Service Provider; Supervisor Provider Agreements, etc.

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

Prospective Adoptive Parents and Prospective Birth Parents may have pre and or post- placement communication. These may be supervised and/or arranged through Forever Families Through Adoption, Inc. and may include:

- In-person meeting with the Prospective Birth Parents;
- Telephone or Skype meeting with the Prospective Birth Parents;
- Contact in writing through letters, photographs and information about each party.

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Confidentiality is of the utmost importance. No identifying information will be shared unless approved by the party whose information is to be released. 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. Parties may execute an agreement which sets forth the terms and conditions of any post-placement contact (i.e. written Post-Adoption Contact Agreement).

### **Post-Placement Services**

Forever Families Through Adoption, Inc. 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 full (6) years after placement (or more often as per possible PACA). 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 Forever Families Through Adoption, Inc. If requested by the birth parents, these photos and letters will be shared with the birth parents by Forever Families Through Adoption, Inc.

### **Complaint Resolution Process**

Forever Families Through Adoption, Inc. wants to ensure that you are completely satisfied with the adoption process when you work with Forever Families Through Adoption, Inc. As a prospective 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. 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 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:

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

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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 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.

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 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 we encourage you to ask any questions or express any concerns you may have at any time.

We have received and reviewed this document and intend to proceed with the services provided by Forever Families Through Adoption, Inc.

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Adoptive Parent

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Date

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Adoptive Parent

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Date