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POLICY	Key FFAS Policies, Procedures & Disclosures	PAP ACKNOWLEDGEMENT
<p>Prohibition of Child Buying Policy and Compliance Statement</p> <p>Effective: 04/01/2015 Revised: 01/01/2022 Hague Standard: §96.36</p>	<p>In accordance with Hague Standard 96.36(a) and (b), Forever Families Adoption Services, Inc.:</p> <p>§96.36(a) prohibits its employees and agents from giving money or other consideration, directly or indirectly, to a child’s parent(s), other individual(s), or an entity as payment for the child or as an inducement to release the child. If permitted or required by the child’s country of origin, an agency or person may remit reasonable payments for activities related to the adoption proceedings, pre-birth and birth medical costs, the care of the child, the care of the birth mother while pregnant and immediately following birth of the child, or the provision of child welfare and child protection services generally. Permitted or required contributions shall not be remitted as payment for the child or as an inducement to release the child.</p> <p>§96.36(b) has written policies and procedures in place reflecting the prohibitions in paragraph (a) of this section and reinforces them in its employee training program.</p> <p>Prospective Adoptive Parent(s) Acknowledgement and Compliance Statement</p> <p>I/We, _____ (Applicant 1) and _____ (Applicant 2) has/have read and understand(s) Hague Standards §96.36 (a) and (b) as outlined above. I/We also understand Forever Families Adoption Services, Inc. strictly adheres to §96.36 (a) and (b), for both international and domestic adoptions, and has the authority to immediately terminate any Adoption Services Contract with the Applicant(s) for violation of this policy. Should contract termination occur, all fees paid to Forever Families Adoption Services, Inc. will be forfeited.</p>	<p>Applicant 1 Initials</p> <p>_____</p> <hr/> <p>Applicant 2 Initials</p> <p>_____</p>
<p>Corporal Punishment</p>	<p>Virginia Department of Social Services’ regulation 22 VAC 40-211 prohibits the use of corporal punishment as defined below:</p> <p>"Corporal punishment" means punishment administered through the intentional infliction of pain or discomfort to the body through actions such as, but not limited to, (i) striking, or hitting with any part of the body or with an implement; (ii) pinching, pulling, or shaking; or (iii) any similar action that normally inflicts pain or discomfort.</p> <p>This prohibition is in effect whether punishment is spontaneous or a deliberate technique for effecting behavioral change or part of a behavior management program.</p> <p>I/We have read and understand the above statements. I/We agree to refrain from using or threatening to use corporal punishment as a means of disciplining children who have been placed in my care. I/We will not give permission to others to use Corporal Punishment with children placed in my care.</p> <p>Forever Families Adoption Services believes there are many effective methods of discipline available to parents and does not endorse the use of corporal punishment. In accordance with the Virginia Department of Social Services Standards for Licensed Child-Placing Agencies, Forever Families Adoption Services, Inc. requires families to follow the above guidelines. Your initials indicate that you will do so to the best of your ability.</p>	<p>Applicant 1 Initials</p> <p>_____</p> <hr/> <p>Applicant 2 Initials</p> <p>_____</p>

<p>FFAS Use Only</p> <p>Received: _____</p> <p><input type="checkbox"/> Scan <input type="checkbox"/> DB <input type="checkbox"/> STF</p>
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<p>Shaken Baby</p>	<p>Our signatures affirm that we have been advised to read the information on Shaken Baby Syndrome provided by the Virginia Department of Social Services. We have read the information and brochure posted at:</p> <p style="text-align: center;">http://www.dss.virginia.gov/family/cps/shaken_baby.cgi</p> <p>and understand that shaking a baby can cause irreparable damage or death.</p> <p><i>*To view the brochure, copy and paste the link above in your in your browser.</i></p>
<p>Confidentiality</p>	<p>Forever Families Adoption Services, Inc. will respect the privacy and confidentiality of our clients and their records and any information concerning our clients which is given to the agency. Such records and information will not be disclosed, either orally or in writing, unless it is necessary to the accomplishment of services for the client herein and required or permitted by law, policy and ethical standards of practice, for authorized purposes or as requested by our client.</p> <p>During the home study and adoption process and prior to finalization of an adoption, clients often become aware of identifying, personal information about children and children’s biological parents and family members. Forever Families Adoption Services, Inc. requests all clients to keep this personal identifying information confidential beyond your immediate family.</p> <p>By initialing and signing this statement, you acknowledge a thorough understanding of Forever Families Adoption Services, Inc. confidentiality policy and consent to maintain the confidentiality of any information shared with you about a child and their biological family members, to the best of your ability, during the adoption process and prior to finalization. Similarly, Forever Families Adoption Services, Inc. agrees to maintain confidentiality as appropriate and as indicated above while also ensuring that our clients have access to the information necessary to make informed decisions throughout the adoption process.</p>
<p>Statement of Risks in Domestic Adoption & Waiver of Liability</p> <p>Effective: 01/01/2014 Revised: 01/01/2022 Hague Standard: §96.39(d)</p> <p>OR</p> <p>If you are adopting internationally, review/initial the Statement of Risks beginning on Page 5.</p>	<p><u>INTRODUCTION</u></p> <p>In this section, “we” or “us” refers to Forever Families Adoption Services, Inc. (FFAS) our employees, attorneys, social workers, officers, directors, and affiliates. In this section, “you” refers to the Prospective Adoptive Parents(s), jointly and severally, and their heirs, executors, administrators, and assignees.</p> <p>Adoption is an exciting and emotional process with many details and important information to remember and understand. While FFAS is not serving as your placing agency and/or did not provide matching services for the purpose of adoption, because of the large amount of information you will receive during your adoption journey, FFAS has highlighted key information regarding the many risks and challenges inherent in adoption. As this is vital information and it is important for us to know you have it, we will ask you to sign a copy of this statement for our files.</p> <p>Adoption placements have inherent risks, which may or may not be known at the time of placement or may never be known by us. The purpose of this statement is to set forth several, but not all, of the significant risks associated with entering into an adoption plan. You, as potential adoptive parents, are urged to review this document, and all documents we ask you to sign, with an attorney or anyone else you choose. Also, we want to emphasize that the adoption process is completely voluntary. You should not feel pressured nor are you obligated or required to continue any adoption plan at any time up until the Court finalization of the adoption.</p> <p><u>GENERAL RISKS IN DOMESTIC ADOPTION</u></p> <p>You understand that there are significant risks in pursuing an adoption. We will diligently pursue the successful completion of an adoption home study for you and an adoption (for our</p>

<p>Applicant 1 Initials</p> <p>_____</p> <hr/> <p>Applicant 2 Initials</p> <p>_____</p>
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parental placement adoptions), but you acknowledge that we cannot control all aspects of the process nor guarantee a successful outcome. Completing an application and/or enrolling in our program does not guarantee the placement of a child with you. Further, you understand that we will try to accommodate your approval parameters and/or requests for specific characteristics in a child (such as age), we cannot guarantee that we will be able to do so.

The amount of information available to us varies from placement to placement. As a result, certain risks may become known to us and/or become significant to the placement. You understand that as significant material information becomes known to us, it will be disclosed to you so that you can review it and possibly re-evaluate your participation in this proposed adoption placement. You also understand and acknowledge that not all information will be known to us or ascertainable by us, and that it is possible that all of the information, both known and unknown, may create risks and have an effect on the future health, social and/or emotional development of the child.

MEDICAL RISKS

We cannot predict an adoptive child’s mental or physical development, emotional and/or personality characteristics, health, medical problems, learning disabilities, intellectual ability, hyperactivity, attention deficits, appearance or inherited characteristics.

Information provided by or through us may be incorrect because any social, medical or family history has been provided by birth parents or sources beyond our control. We ask each birth mother and, when possible, each birth father to complete a Social and Medical History Form, which will be given to you (with identifying information removed). We will also make our best efforts to obtain hospital records, pre-natal records and/or a hospital discharge summary for the child and/or birth parents.

You understand and acknowledge that the medical and social information given to us (or to your placing agency) by the birth parents or by hospitals or doctors and passed on to you may be incomplete or erroneous. It is possible that the birth parents have intentionally given incorrect information. You should consult with a pediatrician, OB-GYN or appropriate medical specialist to review such information or to provide you with an opinion regarding this information, or absence of such information, before accepting physical placement of any child. We do not assume any duty to independently verify the information given to us by birth parents or other sources nor will we make an independent investigation into the birth parents background and health or social situation other than through interviews and conversations. You agree not to expect or rely upon us to verify or investigate the truth of information provided to us by the birth parent or third parties at the time of placement or in the future.

LEGAL RISKS

At any time prior to the execution of the final consents for adoption and expiration of any applicable revocation period, the birth parents can change their minds and elect to parent the child themselves. The birth parents can leave town or otherwise disappear prior to the birth or placement of the child, or choose other adoptive parents.

In some instances, a rescission period may apply. In such a case, you take the child understanding the possibility that the birth parent may revoke his or her consent to adoption within the time legally allowed, and that the birth parent’s rights to the child may supersede your legal rights, even if the child has lived in your home for a lengthy period of time. You may be required to return the child to a birth parent, or to the Adoption Entity. If a birth parent lawfully demands return of the child, you agree to return the child to a place identified by the placing entity on a date and time requested by the placing entity. If you fail to comply with the placing entity’s request for return, you will be liable for any associated fees accrued by FFAS, including legal fees to enforce any court orders for return of the child to the placing entity to the birth parent.

Disruption of an adoption plan, before or after placement, almost always results in emotional turmoil and financial loss to you. Your financial losses may include (but are not limited to) all costs and fees paid and owing to us, birth parents’ legal fees, travel costs, court approved living expenses paid on behalf of your birth mother, social worker and counseling expenses, and payments made for hospital/medical and birth related expenses. The birth parents will not be obligated to go through with the adoption just because you have paid birth-related expenses to the birth mother or on her behalf. You understand and agree that we will not pursue the birth parent or otherwise harass the birth parent to complete an unwanted adoption plan or repay any of the funds you may have paid to, or on behalf of, the birth parent. However, we will fully cooperate with any attorney retained by you to proceed with legal action against the birth parents.

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BIRTH FATHERS

Determining the rights a birth father may or may not have is very complex. A biological father who is married to the birth mother has the same rights as the birth mother. His consent to the adoption (or court-ordered termination of their parental rights) is required. The practical effect of the law on a father’s consent is that each man identified by the birth mother must be notified of the adoption and in some instances, a consent for adoption or an affidavit of non-paternity must be obtained in accordance with the law. In certain circumstances, the law may require the consent of a man who is not the biological father. FFAS (where appropriate and in cooperation with your attorney) or your placing agency will review with you the specific circumstances of the birth father in your adoption. To assure that the birth mother has identified the true biological father of your adoptive child, DNA testing is available provided the birth mother and birth father cooperate with such testing. FFAS (and/or your placing agency) cannot assure that the biological parents will cooperate with such testing. It is possible that a birth father will refuse to consent to the adoption or he may even take legal action to disrupt the adoption plan. If this occurs, it is possible that the child may have to be removed from your home and returned to a birth parent or to the placing entity. Additionally, a successful challenge to your adoption from a birth parent will obligate you to pay the birth parent’s attorney’s fees and costs.

INTERSTATE COMPACT FOR THE PLACEMENT OF CHILDREN

If you and the birth parents are in different states, then you will need to comply with the Interstate Compact for the Placement of Children (ICPC). This law, effective in every state, says that you will not be permitted to bring the child to your home state until you get approval from the Compact Administrators in both states. In order to obtain ICPC approval to travel outside the state of the child’s birth with the child, you must have a completed home study and obtain the other legal documents required by both states. Specific requirements for approval and the length of time to review vary from state to state.

It is illegal to return to your home state with the child before the Compact Administrators in both the “sending state” (state of baby’s birth) and “receiving state” (your home state) approve the placement. You should be prepared to stay in the sending state waiting for ICPC approval for 7-10 business days following the date your child is discharged from the hospital, but the period may be more or less, depending on the details of your case. Failure to comply with ICPC requirements may jeopardize your adoption.

INDIAN CHILD WELFARE ACT

Any time you are planning to adopt a child who is eligible for membership in an Indian tribe, you must comply with the Indian Child Welfare Act (ICWA). ICWA is a federal law that must be complied with, regardless of state law, when Indian heritage children are adopted. Each tribe has its own criteria for membership, so even if a birth parent is not an official member, the tribe may decide they are eligible for membership. Even if birth parents do not want the tribe to be involved, ICWA requires notification to the tribe and gives the tribe the right to intervene in the adoption if compliance is not made.

We cannot guarantee that ICWA does or does not apply in a particular case. If FFAS is assisting in your parental placement adoption, we will ask the birth parents if they have any Indian or Native American ancestry. We will rely upon the statements of the birth parents, and assume no duty to verify or investigate the truth of the birth parents’ statements regarding Indian heritage. If the parents do have Indian ancestry, then the Bureau of Indian Affairs and/or a specific tribe will need to be notified to see what action they intend to take. The tribe can seek to intervene if the child is eligible for membership, and demand to have the child placed in the home of another member of the tribe. You may be required by law to give up the child to a representative of the tribe or to person or persons identified by state or tribal court.

The tribe may decide not to intervene, so the adoption can proceed as planned. If ICWA applies, even if the tribe does not oppose adoption by you, the adoption will be more complicated and require additional paperwork. We may charge you an extra fee if we find that the child has Native American blood and ICWA applies.

CONFIDENTIALTY

We understand that confidentiality is often important to you and to birth parents, and we will not intentionally exchange identifying information about you to the birth parents and about the birth parents unless you and the birth parents agree otherwise. In working with you, however, it is often necessary to coordinate with physicians, social workers, court officials and others. During this process, information about you will be shared on a “need to know” basis. We will not release identifying information about you to the birth parents without your written permission.

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You understand that during the course of the adoption, your identity and that of the birth parents may become known to numerous persons and institutions, including but not limited to medical providers, hospital, courts, and social workers. We cannot control the actions of these persons and institutions. Please also be advised that, 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. We encourage 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 us, or through many other sources such as motor vehicle registration, Telephone Caller ID, Internet resources and birth parent advocacy groups. You also understand that there are legal methods of tracing a child placed for adoption through adoption registries, vital statistics records, school and medical records, and the work of confidential intermediaries. Furthermore, 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, we cannot and do not guarantee life-long confidentiality.

Your initials/signature confirms you desire to continue forward with Forever Families Adoption Services, Inc. and indicates you acknowledge and understand all the risks of adoption as set forth in this document. As Prospective Adoptive Parents, you wish to pursue a home study, adoption plan and continue to seek an adoptive placement, knowing and assuming all the medical, legal and other risks of adoption and pre-adoptive placements set forth in this document.

Your initials/signature herein releases Forever Families Adoption Services, Inc., its employees, attorneys, social workers, officers, directors, and affiliates from any and all liability.

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Statement of Risks & Waiver of Liability in International Adoption

Effective: 11/15/14
Revised: 10/01/16
Hague Standard:
§96.39(d)

INTRODUCTION

Adoption is an exciting and emotional process with many details and important information to remember and understand. Because of the large amount of information you will receive during your adoption journey, FFAS has highlighted key information regarding the many risks and challenges inherent in international adoption. **While FFAS is not serving as a Primary Provider (this is your placing agency), rather is acting as a Supervised or Exempt Provider to complete your home study and post placement/adoption services, we want you to be fully informed and are therefore outlining risks associated with international adoption. We understand your placing agency will also provide you with this information in their application materials. Nevertheless, as this is vital information and it is important for us to know you have it, we will ask you to sign a copy of this statement for our files.**

Adoption placements have inherent risks, which may or may not be known at the time of placement or may never be known by us. The purpose of this statement is to set forth several, but not all, of the significant risks associated with entering into an international adoption plan. You, as potential adoptive parents, are urged to review this document, and all documents we ask you to sign, with an attorney or anyone else you choose. Also, we want to emphasize that the adoption process is completely voluntary. You should not feel pressured nor are you obligated or required to continue any adoption plan at any time up until the finalization of the adoption, whether that finalization occurs in the foreign country or in the United States. The amount of information available to us (and your placing agency) varies from placement to placement. As a result, certain risks may become known to us and/or become significant to the placement. You understand that as significant material information becomes known to us (in most cases via your placing agency), it will be disclosed to you so that you can review it and possibly reevaluate your participation in a proposed adoption placement. You also understand and acknowledge that not all information will be known to us or knowable by us, and it is possible that all of the information, both known and unknown, may create risks and have an effect on the future health, social and/or emotional development of the child.

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GENERAL RISKS IN INTERNATIONAL ADOPTION

You understand that there are significant risks in pursuing an international adoption. Within the scope of our services (home study and post placement/adoption services), we will diligently pursue the successful completion of an adoption for you, but you acknowledge that we cannot control most aspects of the process nor guarantee a successful outcome. Completing an application and/or enrolling in our program do not guarantee your home study approval or the placement of a child with you. Further, you understand that while a foreign country may try to honor your requests for specific characteristics in a child (such as age), this might not be possible. Your placing agency also may not be able to secure a referral of a child from the foreign country you want to adopt from and/or with the characteristics you desire. While we will try to accommodate your desires (as related to your home study approval parameters), we cannot guarantee that we will be able to do so.

Risk: Various Risks Associated with the Country

- FFAS is not responsible for nor does it have any control over an adoption program when foreign authorities close programs, change the adoption time frame, change or add requirements and/or admission criteria, add additional fees, and/or change any other factors that are at their discretion.
- Some countries suspend adoption petitions and processes for periods of time while they review adoption policies and procedures or deal with a specific case that’s garnered international attention. During suspension, adoptions in process are halted, which can lead to delays. We recommend that you research the countries you are considering, as some suspend their petitions more frequently than others.
- International adoptions are also at the mercy of international politics and national policies of the foreign country. A change in government may change your opportunity to adopt in that country. An international crisis or circumstances such as a war or terrorist action in either the United States or the foreign country may delay or stop adoptions.

Risk: Medical, Mental/Emotional and Developmental Issues with Child

- FFAS cannot predict an adoptive child’s mental or physical development, emotional and/or personality characteristics, health, medical problems, learning disabilities, intellectual ability, hyperactivity, attention deficits, attachment and/or bonding issues, appearance or inherited characteristics. We will provide you all information provided to us by the Primary Provider (your placing agency), referral source and/or foreign government or agency. You understand and acknowledge that the medical and social information given to us by your placing agency, the referral source, governmental agency or by hospitals or doctors and passed on to you may be incomplete or erroneous. It is even possible that some of these sources of information may intentionally give incorrect information or fail to give important information to us.
- Prior to accepting a referral, FFAS strongly encourages you to consult with a pediatrician, OB-GYN or other appropriate medical specialist to review such information or provide you with an opinion regarding this information, or absence of such information.
- A referred child may have undiagnosed or misdiagnosed medical, development, emotional or physical problems which may be temporary or permanent. Such problems may not be apparent until after the child is in your home. FFAS cannot guarantee the accuracy or completeness of any information given to us about the child, including the child’s age, or the results of any testing done on the child in the foreign country.
- FFAS does not assume any duty to independently verify the information given to us by your placing agency, referral sources, governmental agencies, hospitals, doctors or other sources nor will we make an independent investigation into the child’s background and health or social situation.

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- You specifically agree to hold FFAS harmless and not to pursue any legal action against us for the child’s physical, emotional or mental health or development or ability to integrate into your family.

Risk: Long Wait Times

- The paperwork process can be one of the most consuming parts of the international home study and adoption process. Some clearance agencies and/or countries are very deliberate and slow in processing requests and paperwork. Paperwork requirements may also change. This leads to longer wait times. You hereby acknowledge your willingness to complete such tasks and your understanding of this risk.
- Please research the country you are considering to evaluate waiting times. There can be no assurances or guarantees that your adoption will proceed in any specific length of time, even in cases where you’ve met and bonded with your child.

Risk: Lost Referrals

- A specific child may be referred to you, but that referral may be lost for any number of reasons which are beyond our control, including but not limited to: serious illness or death of the child, timing of the referral, child’s legal status, visa issues, and changes in immigration or other rules which then preclude you from proceeding with adopting the child referred to you.
- Foreign countries or independent referral sources can withdraw a referral with or without explanation. This can happen because of a change in the foreign country’s local or national politics, a change in officials, increased concern within the foreign country regarding international adoptions of their children, a relative coming forward to claim the child, or a foreign national desiring to adopt the child. These events are not under FFAS control, and we cannot change decisions made by a foreign government.
- Sometimes a family travels to a foreign country, receives their child and, while still in the foreign country, decides that they want a different referral. Although the family may petition a foreign government to take the child back and to issue another referral, the foreign government may deny their petition. In that case the family will come back home without a child. In a case where their petition is granted and a new referral is issued, the family will have to spend more time in the foreign country or even possibly come back to the US and make another trip to the foreign country to finalize their adoption.
- There is no guarantee you will receive another referral if you turn down the original referral. Please understand and acknowledge that you are solely responsible for any cost or expense incurred by you because you decide to request a different referral while in the foreign country.

Risks: Financial

- Adoption fees, especially those paid to agencies, facilitators or others in a foreign country may change at any point in the adoption process. This may be due to economic circumstances, the need for additional services required by the foreign country and/or United States, or for reasons unknown to us. Your placing agency should inform you if they become aware of any change in such fees. If FFAS is advised of any changes in fees, we will also inform you of the change. However, we cannot control nor limit any increase in these charges. You understand and acknowledge that you are responsible for the fees you pay to anyone other than us, and that we are neither responsible nor liable for any increase in those fees. In certain circumstances you may pay fees to agencies, governments, facilitators or others in a foreign country. If your adoption does not happen for any reason, you may or may not receive any refund of fees you have paid or fees paid on your behalf to the foreign sources.
- Fees and costs paid or payable to us for services rendered in connection with your adoption are non-refundable in accordance with our Statement of Fees provided to

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you. It is important to understand that you are paying for services provided to you or for the benefit of you or the child. Although fees and costs are generally accrued over the course of the adoption, they should never be understood as payments in exchange for a child.

Risk: Travel

- All aspects of travel to and from foreign countries can be vague. Although you may be given a specific date for travel to the foreign country, this date may change unexpectedly. Once you arrive in a foreign country, events there may delay your return to the United States through circumstances of which we are unaware or which arise while you are there. You agree that you are solely responsible for any expenses you incur in traveling to a foreign country to bring a child back to the United States or which arise due to changes in travel plans or times.

Risk: Actions By Other Entities

- There are many governmental and non-governmental agencies involved in an international adoption over which we (and your placing agency) have no control. FFAS cannot guarantee the actions of any agency or individual over whom we do not have complete control including but not limited to: foreign officials, foreign attorneys, foreign referral sources, foreign immigration and governmental agencies and other licensed adoption service providers within the United States.
- FFAS cannot control the actions of the United States Citizenship and Immigration Service (USCIS) or the United States Embassy or Consulate officials in a foreign country.
- FFAS cannot guarantee that the U.S. Embassy Consulate office which processes a child’s immigration visa will find that the child meets the definition of an “orphan”. This is solely within the discretion of the USCIS.
- In certain instances, the USCIS has stopped children from entering the U. S. for an adoption due to problems in the foreign country. Where applicable, FFAS will keep you informed of the USCIS situation with regard to a child you wish to adopt, but we cannot guarantee the child will be allowed to enter the United States.

Risk: Legal

- In any adoption there may be legal risks, including but not limited to: the risk that the agency or court in the foreign country may not approve your adoption or will change the requirements for you to complete the adoption, issues raised by a termination of parental rights in the foreign country based on a relinquishment by the birth mother only, not the birth father.
- If you must finalize or confirm your adoption when you return home with a child, the court in your state may not approve the adoption or may have additional requirements you must meet beyond those of the foreign court or the USCIS. We strongly recommend that you consult with an attorney regarding any issues which are of concern to you.

Risk: Disruptions & Dissolutions

- Disruption of an adoption plan, before or after placement almost always results in emotional turmoil and financial loss to you. Your financial losses may include, but are not limited to, all costs and fees paid and owed to FFAS, payments made for legal services, payments made for foster care and medical services. Fees are for services rendered and are in no way “buying a child”.
- From the date an adoption is considered finalized in a foreign country, the child shall be considered a legal dependent of the prospective adoptive parent(s), who agree to assume full responsibility for all costs of the child’s care, housing, rearing, education and medical needs.
- Should a family decide to dissolve an adoption after finalization, FFAS bears no legal responsibility to the family or the child for finding an alternative home. To the extent

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it has knowledge and resources the agency will provide advice and offer information regarding available external assistance such as counseling that the Adoptive Parent(s) may engage at the Adoptive Parent(s)' expense. In the event that counseling is not successful in resolving serious difficulties and the Adoptive Parent(s) decide that vacating the adoption is in the best interest of the child, FFAS will offer guidance to the adoptive family and cooperate with and assist the placing agency as much as we are able (given the scope of our services) in finding a subsequent adoptive family for the child, if possible. Should the efforts used to locate a subsequent adoptive family yield no results, it will be the adoptive family's responsibility to utilize the services available to them through the Department of Health and Human Services or Department of Social Services for the State in which they reside. In considering future placement of the child, the agency will consider the child's views when appropriate in light of the child's age and maturity and, when required by State law, obtain the consent of the child prior to change in physical home or custody. The child's age, length of time in the United States, and other such pertinent factors should also be considered. Notwithstanding the removal of the child from the Adoptive Parent's home and custody, the Adoptive Parent(s) shall continue to have financial accountability for all costs required for the child's care until such time as the child is in another placement and the Adoptive Parent(s) will pay such costs upon billing by the agency.

- In the event FFAS suspects child neglect or abuse occurring, in compliance with the laws and regulations of the Commonwealth of Virginia, FFAS will report such suspected neglect or abuse promptly to appropriate law enforcement and public child welfare authorities and cooperate fully in the investigation and its resolution. If local law enforcement and public child welfare authorities act to remove the child from the home, and assume temporary custody and care of the child, due to child abuse or neglect, FFAS will assist the local enforcement, if possible and the agency Executive Director will collaborate with the Primary Provider to insure notification of the foreign country government about the change in custody and care and the child's new adoptive parents. In considering future placement of the child, when requested and as much as we are able, FFAS will work cooperatively with your placing agency and the local enforcement to help secure another placement for the child, if possible. In the event removal of the child from the Adoptive Parent(s)' home is the result of action by law enforcement or child welfare authorities, the Adoptive Parent(s) will have that financial and other responsibility for the child's care as is required by laws and regulations of the county, state or other jurisdiction governing such circumstances.

LIMITED CONFIDENTIALITY WAIVER

- We understand that confidentiality is important to you and we will not intentionally exchange identifying information about you directly to a birth family without your consent. Information may be disclosed to the birth parent(s) by others during the course of an adoption proceeding and may be a matter of public record in foreign countries. You also understand that there are legal methods of tracing a child placed for adoption; registries, vital statistics records, school and medical records and the work of confidential intermediaries.
- In the course of providing adoptions services, FFAS may find it necessary to communicate with third parties to assist you or to act in the best interests of the child, whether the child has been identified or not. Accordingly, prospective adoptive parent(s) agree that FFAS may disclose confidential information to health care professionals or entities, social workers, home study providers, or governmental agencies with a direct interest in the adoption proceedings (USCIS, embassies), as long as any such disclosure reveals no more information than is necessary for FFAS to

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provide adoption services, either to the prospective adoptive parent(s) or the child. This provision survives any termination of this Agreement.

- FFAS cannot be held responsible for your confidentiality loss as your case file information and dossier will be in the foreign country during and after your adoption. FFAS cannot guarantee that your file will be secure and does highly recommend an identity theft protection agency.

WAIVER OF LIABILITY
 The Prospective Adoptive Parent(s) acknowledge and understand all the risks of adoption as set forth in this document and wish to move forward with our adoption plan knowing and assuming all the medical, legal and other risks of adoption.

Prospective Adoptive Parent(s) hereby agrees to waive liability against, and hold harmless, each of FFAS and its successors, assigns, officers, directors, employees, agents, volunteers, attorneys, representatives and corporate affiliates (collectively the “Released Parties”), and to fully and forever release the Released Parties from any and all claims, counterclaims, and demands whatsoever, whether arising in contract or in tort, including claims for negligence, and whether in law or in equity, which PAP(s) had, now have, or hereafter can, shall, or may have for, upon, or by reason of any matter, cause, or thing whatsoever arising out of or relating to an international adoption risk.

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Grievance & Dispute Resolution Policy

Forever Families Adoption Services, Inc. (FFAS) anticipates a good working relationship with our clients and other individuals involved in an adoption process, including any birth parent, prospective adoptive parent, adoptive parent or adoptee. In accordance with Hague Standard §96.41:

96.41(b) It is our policy that we encourage any birth parent, prospective adoptive parent, adoptive parent or adoptee to lodge directly with the agency a written complaint specifying the date and nature of the complaint, including names of the involved parties. Complaints can be related to any of the services or activities of the agency (including its use of supervised providers) that he or she believes raise an issue of compliance and advises such individuals. FFAS will advise the complainant of additional procedures available to them if they are dissatisfied with the agency’s response to the complaint.

96.41(c) FFAS will respond to complaints received within 30 days of receipt and will provide expedited review of such complaints that are time-sensitive or that involve allegations of fraud.

96.41 9(d)(f)(g) FFAS will maintain a written record of each complaint received and the steps taken to investigate and respond to it and make this record available to the accrediting entity and the Secretary of the U.S. Department of State as requested or on a semi-annual basis. This will include number of complaints received, how each complaint was resolved, an assessment of any discernible patterns in complaints received and information on what systemic changes, if any, were made or are planned by FFAS in response to such patterns of complaints. All documentation will be maintained in the client’s file.

96.41(e) FFAS will take no action to discourage a complaint or to retaliate against any client or involved entity making a complaint, expressing a grievance, providing information in writing or interviews to an accrediting entity, questioning the conduct of or expressing an opinion about the performance of FFAS and its services, activities or staff.

As part of FFAS’s Program Evaluation and Improvement Measures plan, complaint data will be reviewed annually by the Executive Staff and the Board of Directors.

The following procedures have been established to ensure that all sides and parties to any complaint receive fair and equal hearing by those responsible for resolving complaints:

All involved parties will be provided with a copy of the FFAS Grievance and Dispute Resolution Policy at the time the adoption/service contract is signed. Any questions regarding the policy and procedure should be directed to the Executive Director for further explanation.

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All involved parties will sign and date the notification form.

When a client has a grievance, the client should first discuss the grievance with his or her adoption social worker. If an agreement is not reached through this discussion the client should proceed to the next step of this grievance procedure.

The birth parent, prospective adoptive parent or adoptive parent must submit a complaint in writing to the Executive Director. Mail grievances to Forever Families Adoption Services, Inc., P.O. Box 2085, Middleburg, Virginia 20118.

Once notified in writing, FFAS will initiate an investigation of the complaint within 5 business days.

The Executive Director will reply to the client's written grievance in writing within 10 business days.

The Executive Director will respond to complaints that are time-sensitive or that involve allegations of fraud as soon as they are received.

If more time is needed to resolve the complaint, the Executive Director will inform the client and make every effort to provide a written resolution to the grievance and report the actions that were taken to resolve such grievance within 30 working days.

The Executive Director will attempt to resolve the conflict within 5 working days of its receipt.

The Executive Director must issue a written decision and provide a copy of same to the aggrieved client.

The Executive Director will summarize in writing the agency's issues, the client's and the outcome. This summary will be filed in the client's confidential information file and a copy will be provided to the complainant.

If the decision of the Executive Director does not resolve the conflict, or if the conflict is with the Executive Director the aggrieved client may present his/her complaint back to the Executive Director who will inform the Board of Directors in writing of the grievance. The Board of Directors will conduct a review of the matter, take action to make a final determination and then respond to the client in writing within 10 business days.

If for any reason the client is dissatisfied with the results of the resolution reached by FFAS and believes that FFAS is not in compliance with the Hague Convention on Intercountry Adoption, the IAA, or the regulations implementing the IAA, families and individuals working with FFAS may report complaints they have against FFAS to The Hague Complaint Registry (HCR) on the Consular Affairs public website at:

http://adoption.state.gov/hague_convention/agency_accreditation/complaints.php

The Hague Complaint Registry was established to receive and maintain records of complaints about accredited agencies, temporarily accredited agencies and approved persons, who provide adoption services in connection with adoption cases covered by the Hague Intercountry Adoption Convention in accordance with Federal Regulations, 22 CFR 96.70. If the complaint does not involve The Hague Convention, the IAA, or the Federal regulations implementing the IAA and the Convention, the Department of State would still like to hear about it. Please email them at AskCI@state.gov. In addition, you may contact the Virginia Department of Social Services at 804.662.7053.

Applicant 1 Initials

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Post Placement/Post Adoption Agreement

After placement, additional visits from your social worker are required – this is called post placement or post adoption supervision. This supervision is an important and necessary component of your adoption. The purpose of the supervision visits is to ensure that all is going well with the child and family and to answer any questions or concerns you may have.

After each visit your social worker writes a report (post placement/adoption report) which is then submitted to the court, country and/or placing agency (based on your adoption specifics). The report communicates your child’s adjustment and well-being to the sending state, country or to Virginia.

Post placement/adoption requirements vary from state to state and from country to country. FFAS requires families to meet the state/country requirements or Virginia’s minimum requirement of three visits, whichever is greater. For domestic adoptions finalized in Virginia, Virginia statute stipulates it is preferable these visits “shall be made within the six-month period immediately following the date upon which the child was placed in the physical care of the adoptive parents or of entry of the interlocutory order; however, no less than ninety days shall elapse between the first visit and the last visit.” Additionally, Forever Families Adoption Services, Inc. reserves the right to request additional post-placement supervision if and when it appears necessary for the well-being of the child and the success of the placement.

To ensure compliance with post placement/adoption reporting requirements, **FFAS requires a minimum post placement/adoption deposit of \$325/per child** paid in advance of the release of your home study. **The deposit will be applied to your final post placement/adoption visit.** Please note many placing agencies require their clients to pay all post placement/adoption reporting fees prior to home study release. FFAS will adhere to the **greater of the two policies.**

I/we understand and agree to the following:

- 1) I/We commit to complying with all placing agency, sending country, state and Forever Families post placement or post adoption reporting requirements.
- 2) FFAS fee for post placement/adoption reporting is \$325/per report/per child/per each post placement visit (plus mileage when applicable). The fee is payable prior to your social worker’s visit. For example: if you bring home three children, FFAS is required to submit three individual reports at each required visit, which is \$325 x 3 for a total of \$975 per visit. If your country requires a 3-, 6-, and 12-month report that is \$975 x 3. Please remember to factor in your post placement expenses as you plan for your adoption finances.
- 3) All outstanding fees must be paid prior to the release of your final post placement report or prior to the filing of your Report of Investigation (to finalize your adoption or re-adopt in Virginia).

Applicant 1 Initials

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I/WE HAVE READ, FULLY UNDERSTAND AND WILL COMPLY WITH ALL ELEMENTS OF THE KEY POLICIES, PROCEDURES AND DISCLOSURES OUTLINED IN THIS DOCUMENT.

Applicant 1 _____

Signature

Date _____

Applicant 2 _____

Signature

Date _____